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# **AGREEMENT BY AND BETWEEN**

**THE CITY OF WELLSTON  
POLICE DEPARTMENT**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS  
LOCAL 637**

**UPON RATIFICATION AND FOR THREE YEARS  
THEREAFTER**

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## **ARTICLE 1 AGREEMENT**

### **Section 1.1 Purpose**

This Agreement, entered into by the City of Wellston, Ohio, hereinafter referred to as the “City” and Teamsters Local Union 637 hereafter referred to as “Union” has as its purpose the following:

- a) To promote cooperation, and orderly, constructive, and harmonious relations between the City, its employees, and the Union.
- b) To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the Bargaining units as defined herein.
- c) To prevent interruptions of work and interference with the efficient operation of the Police Department.
- d) To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.
- e) To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and the Union.

### **Section 1.2 Modification of Agreement**

The express provisions of this Agreement may be changed only by mutual Agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

### **Section 1.3 Savings Clause**

Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

## **ARTICLE 2 RECOGNITION**

### **Section 2.1 Recognition**

The City hereby recognizes Teamsters Local Union 637 as the sole and exclusive Bargaining Unit for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all members in the Bargaining Unit. The Bargaining Units shall consist of:

Bargaining Unit 1 -- All sworn full-time Police Officers employed by the Police Department of the City of Wellston (hereinafter referred to as “member” or “employee”).

Bargaining Unit 2 -- All full-time persons serving in the position of communications officer, dispatcher or a related position in the Police Department of the City of Wellston (hereinafter referred to as “member” or “employee”).

Bargaining Unit 3- All sworn full-time Sergeants employed by the Police Department of the City of Wellston (hereinafter referred to as “member” or “employee”).

Full-time and regular employees are those who work at least 32 hours per week for all of the weeks of the year excepting vacation, holidays, and other time-off as allowed by this Agreement.

### **Section 2.2 Exclusions**

All positions and classifications not specifically established herein as being included in a Bargaining Unit shall be excluded from all Bargaining Units.

### **Section 2.3 Single Agreement**

It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

All articles of this Agreement shall cover all classifications within the three (3) Bargaining Units unless otherwise excluded by the specific language within a specific article.

### **Section 2.4 New Positions**

If any new position is created within the police department, the Union and the City shall meet within fourteen days to determine the classification’s inclusion in the appropriate Bargaining Unit. If Agreement cannot be reached the matter shall be declared by SERB.

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the Bargaining Unit.

## **ARTICLE 3 UNION SECURITY**

### Section 3.1 Union Dues Deductions

The Union will notify the City as necessary of the dues it charges and its current membership, and will update this information as needed.

The City agrees to deduct membership dues in the amount as notified by the Union (from the first paycheck of each month) from the pay of any employee in the Bargaining Units who have authorized the same in writing. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Union.

### Section 3.2 Payment/Union

All dues collected under this Article shall be paid by the Employer, within thirty (30) days, together with a listing of the members for whom deductions were made, to the Union.

### Section 3.3 Membership Cancellation

- A. A member may withdraw authorization for dues deduction by the City by directing his request in writing to the City Auditor and the Union.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
  2. Expiration of this Agreement;
  3. Promotion to a non-Bargaining Unit position.
- B. No other employee organization's dues shall be deducted from the pay of any Bargaining Unit member during the life of this Agreement.

### Section 3.4 Fair Share Fee

- A. Any employee, both present and future, who is not a member of the Union shall pay a monthly fair share fee by payroll deduction. The Union shall notify the City as necessary of the amount of such fee which shall not exceed the amount of dues paid by Union members. New employees may request a sixty (60) day stay from their date of hire in order to file with the State Employment Relations Board for an exemption. Any such deduction shall be subject to the provisions set forth in O.R.C. Section 4117.09. Nothing in this Section shall be construed as requiring any employee to become a member of the Union. All fees deducted by the City shall be forwarded to the Union pursuant to Section 3.2 hereof.

- B. It is further agreed that the Union shall defend, and save the City, its Officers and Employees harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City, its Officers and/or Employees in fulfilling the obligations imposed under Section 3.1, 3.2 and 3.4 hereof, except for failure to forward deducted funds per Section 3.2.

### Section 3.5    Bulletin Boards

The City shall provide, at the Wellston Police Department, bulletin board space for the use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Union agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any individual or organization, whether or not a City employee, official, representative or agent;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration.
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

### Section 3.6    Ballot Box

The Union shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot.

Such box shall be the property of the Union and neither the box nor its contents shall be subject to the City review. Such balloting shall not interfere with work activities.

### Section 3.7    Use of Departmental Mail System

The Union shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail System for the purpose of providing information pertaining to Union business to Bargaining Unit employees. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of the Union business or Bargaining Unit representation. All mail placed into the mail system by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to review by the City.

Section 3.8    Place for Meetings

Meetings of the Committees of the Union will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than three (3) members and shall meet as necessary to administer this Agreement.

Section 3.9    Past Benefits and Practices

All rights, privileges and working conditions enjoyed by the Bargaining Units at the beginning of this contract, which are not included in this Agreement and are not in conflict with the rules and regulations of the Police Department, shall not be changed until good faith discussions between the Director of Public Safety and Service, the Chief of Police and the Union have occurred. The Director of Public Safety and Service and the Chief of Police shall determine all past practices or benefits. However, the employer recognizes its legal obligation under Ohio Revised Code section 4117 to bargain with the Union prior to implementation of any changes in wages, hours or other terms and conditions of employment applicable to members of the bargaining unit.

**ARTICLE 4 MANAGEMENT RIGHTS**

Section 4.1            Management Rights

The Union recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Department;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Department's operations;
- E. To determine the Department's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Department's operation;
- H. To determine the overall methods, processes, means, or personnel by which the Department's operations are to be conducted;

- I. To suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Department as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Department as a government unit.

The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement shall remain the exclusive function of the City.

## **ARTICLE 5 NON-DISCRIMINATION - GRAMMAR - GENDER**

### Section 5.1 Discrimination

Neither party will discriminate for or against any Bargaining Unit employee on the basis of age, sex, race, color, creed, marital status, national origin, political affiliation and/or affiliation with or non-affiliation with the Union. The Union shall share with the City the responsibility for applying this provision of this Section.

### Section 5.2 Grammar - Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders; it is understood that the use is for convenience purposes only and is not to be interpreted as discriminatory by reason of sex.

## **ARTICLE 6 REPRESENTATION**

### Section 6.1 Union Business

The Employer agrees to recognize two employee Union Representatives for the purposes of processing Grievances under the Grievance Procedures of this Agreement and for the conducting of Union business as related to this Agreement.

The Stewards shall, upon request to their immediate supervisors, be allowed a reasonable time to investigate and process grievances and other Agreement matters as may be required and shall be entitled to full pay and benefits. The Stewards shall conduct this business with proper regard for the City operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to these activities. The City shall not unreasonably deny the necessary time for this activity.

Non-employee representatives of the Union shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the City and the Union. Upon entering on the premises, the Union official shall notify the ranking officer of his presence.

Section 6.2    Seminars

One Steward shall be granted time off without loss of pay or benefits to attend the annual Steward Seminar. The employee so released shall be allowed to change his days off for that week to coincide with the convention dates. Such release time shall be requested in writing fourteen (14) days in advance. The Chief shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

Section 6.3    Official Roster

The Union shall provide to the City an official roster of its Stewards within thirty (30) days of the effective date of this Agreement.

This roster will be updated within thirty (30) days of any change, and will include the following:

- (A) Name
- (B) Immediate Supervisor
- (C) Position Held

The City agrees that this roster shall not be made available to the public by the City, except as required by law.

**ARTICLE 7 NO STRIKE - NO LOCKOUT**

Section 7.1    No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Wellston. Therefore:

The Union agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement.

When the City notifies the Union by telephone or certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Union notifies striking employees that they are required to return to work and they refuse, then they become subject to the provisions of Chapter 4117.01 of the Ohio Revised Code.

Section 7.2    No Lockout

The City 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 as a result of a labor dispute with the Union, provided the Union members are not in violation of Section 7.1 of this Article.

**ARTICLE 8 GRIEVANCE PROCEDURE**

Section 8.1    Grievance Policy

The City of Wellston and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Section 8.2    Grievance Defined

A grievance is a claim based upon the interpretation, meaning, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific references to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance procedure be used to effect changes in the Articles of this Agreement.

Section 8.3    Jurisdiction

Nothing in this Grievance Procedure shall deny Bargaining Unit members any rights available at law to achieve redress of their legal rights. However, once the Bargaining Unit member elects as his remedy some other official body (and that body takes jurisdiction), he is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 8.4    Disciplinary Action Defined

For the purpose of this Article, disciplinary action is any reduction in pay or position, removal, or suspension. Disciplinary action shall be subject to the Grievance Procedure.

Section 8.5    Qualifications

A grievance may be initiated by the Union or an aggrieved Bargaining Unit member. The Union will make every reasonable effort to see that any grievance it initiates affect more than one member of the Bargaining Unit.

## Section 8.6    Grievance Representatives

The Union may designate not more than two (2) Stewards. The Bargaining chairman committee may be the grievance chairman. The parties shall provide each other with a list of designated representatives for each step of the grievance procedure.

## Section 8.7    Duties of the Grievance Chairman

The authorized function of the grievance chairman, and a named alternate who shall serve as grievance chairman in the absence or unavailability of the grievance chairman, shall include the following:

- (A) Representing the member in investigating and processing grievances beginning at Step 2 of this procedure.
- (B) Replacing a grievance representative who is absent or unavailable.
- (C) General supervision and coordination of grievances in process on behalf of the Union, and of Grievance Representatives.
- (D) Act as a liaison between the City's representatives and the Union, on matters concerning grievances and this Agreement.

The grievance chairman shall be released from his normal duties, upon approval of the Chief, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The grievance chairman shall be allowed reasonable necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisor and shall notify his supervisor twenty-four (24) hours in advance of such assignments.

## Section 8.8    Grievance Procedure

### Step 1 Informal Resolution

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within five (5) calendar days following the events or circumstances giving rise to the grievance having occurred or within five (5) calendar days of when the events or circumstance should have been known by the member-grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the five (5) calendar day limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing. A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievances must be furnished. If the member is not satisfied with the oral response from his immediate supervisor, which shall be given within three

(3) calendar days of the submission of the grievance, at this Step, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the grievance chairman. An individual may process his own grievance but the Union can attend the meetings and receive copies of any decisions rendered.

Step 2            Chief of Police

- A.     Should the member-grievant not be satisfied with the answer in Step 1, within five (5) calendar days thereafter he may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, and any other pertinent documents, to the office of the Chief of Police. The Chief shall date the form, accurately showing the date his office received the Form.
  
- B.     Within five (5) calendar days of his receipt of Grievance Form, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman. The grievance chairman may bring with him to the meeting the member-grievant and appropriate grievance representative. The Chief and the employee may bring any appropriate witnesses.
  
- C.     In the meeting called for at this Step, the Chief or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.
  
- D.     Within five (5) calendar days of the meeting in this Step the Chief shall submit to the grievance chairman and the employee his written response to the grievance.

Step 3            Director of Public Safety and Service

- A.     Should the member grievant not be satisfied with the answer in Step 2, within ten (10) calendar days he may appeal the grievance to Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Director of Public Safety and Service. The Director of Public Safety and Service shall date the form, accurately showing the date his office received the form.
  
- B.     Within five (5) calendar days of his receipt of the Grievance Form, Director of Public Safety and Service or his designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman or individual processing his own grievance. The grievance chairman and the member-grievant may bring to the meeting the appropriate grievance representatives of the Union. The Director of Public Safety and Service may bring any appropriate witnesses.

- C. In the meeting called for at this Step, the Director of Public Safety and Service shall hear a full explanation of the grievance and the material facts relating thereto.
- D. Within five (5) calendar days of the meeting of this Step, the Director of Public Safety and Service shall submit to the grievance chairman his written response to the grievance.

Step 4      Arbitration

- A. If the member-grievant is not satisfied with the answer in Step 3, within ten (10) calendar days the Union may appeal to arbitration by serving a notice of intent on the City. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.
- B. Upon receipt of a request for arbitration the City or their designee and the representative of the Union shall, within ten (10) calendar days following the request for arbitration, jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or mutually select an arbitrator.
- C. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list.
- D. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.
- E. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination of any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right

originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

- F. In cases of discharge or a suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than ten (10) calendar days prior to the date the grievance was presented to the City in Step I of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on 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.
- G. The decision of the arbitrator shall be final and binding upon the Union, the Employee and the City. All costs directly related to the services of the arbitrator, including the cost of obtaining a list, shall be borne equally by the parties. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 8.9      Time Off For Presenting Grievances

- A. A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld.
- B. Grievants and grievance representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 2 shall be held at hours reasonable related to the grievant's shift, preferably during or immediately before or after his working hours.

Section 8.10      Time Limits

It is the City and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the Administration's designated representatives may mutually agree, at any Step, to short time extensions, but any such Agreement must be in writing and signed by both parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by

mutual consent. Where a response is not forthcoming within the specified time limits it shall automatically entitle the grievant to proceed to the next Step.

#### Section 8.11            Representatives in Meetings

In each Step of the grievance procedure certain specified representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievance at the earliest possible step of the grievance procedure it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative (s) has input which may be beneficial in attempting to bring resolution to the grievance.

#### Section 8.12   Grievance Form

The Union shall develop a Grievance form. Such forms will be supplied by the Union. The grievance form shall contain a space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

A grievance shall contain the following information:

- A. Statement of the facts upon which the grievance is based.
- B. The alleged violation and the date, time and place.
- C. The remedy or adjustments sought.
- D. The signature of the alleged employee.

The written response to a grievance shall contain at least the following information:

- A. An affirmation or denial of the facts upon which the grievance was based.
- B. The remedy or adjustment, if any, to be made; and
- C. The signature of the appropriate Management Representatives.

#### Section 8.13   Miscellaneous

- A. DAYS. For the purpose of this Article counting time, days shall mean “calendar days.”
- B. CLASS GRIEVANCES. Class Grievances may be initiated by the Union at Step 2 of the grievance procedure, subject to the time limits of Step 1.
- C. EXCLUSIVITY. No employee may be represented in this process by any other organization.

## **ARTICLE 9 INVESTIGATIONS AND DISCIPLINE**

### **Section 9.1 Internal Review Procedure**

- A. A Bargaining Unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.
- B. Before a Bargaining Unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. If a member desires, he shall be given a reasonable opportunity to consult with an attorney or Union representative before being required to answer questions.
- C. Any interrogation, questioning, or interviewing of a member will be conducted at hours reasonably related to his shift, preferably during, or immediately before or after, his working hours. Bargaining Unit members so called outside working hours shall have the right to refuse to attend unless an emergency exists and when attending any session outside working hours, shall be compensated as to the provisions of this Agreement. Interrogation sessions shall be reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. When a member is to be interviewed in an investigation of any other Bargaining Unit member, such interview shall be conducted in accordance with the procedures established herein.
- E. The City shall not have members of the same Bargaining Unit conducting investigations or interviews of any party related to a complaint. Such interviews shall be conducted by the Chief of Police.
- F. The City cannot in the course of an investigation obtain evidence through the use of administrative threats, coercion or promise.
- G. If any of the procedures of this Article are violated, such violations shall be subject to the Grievance Procedure.
- H. When any anonymous complaint is made against a Bargaining Unit member and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken. The Employer shall limit the scope of anonymous complaints that he takes and shall maintain a policy of not accepting anonymous complaints on any matter that could not result in a criminal charge.
- I. Any member, who is charged with violating the department rules and regulations will be provided access to transcripts, records, written statements, and tapes

pertinent to the case at the same time he receives notification of intended discipline in writing. The information shall be provided within a reasonable time to allow the member and/or Union to conduct an independent investigation in the matter. All members of the department shall be obligated to cooperate in the investigation and shall not be subjected to administrative pressures not to cooperate in the investigation.

- J. At the request of either party, interviews, or portions thereof, conducted during the course of any inquiry will be taped (audio). Tapes can be made by either party. The Bargaining Unit member and/or his legal counsel or Union representatives will be afforded the opportunity, upon written request directly to the City, to listen to and make personal notes regarding a tape made of his interview subsequent to the interview. If a transcript of the tape is made by the City, the member will be provided a copy of such transcript. No recordings shall be made without the knowledge of the other party.
- K. The City will not use any mechanical or chemical means to investigate the truth of statements made by members without the written consent of the member.
- L. Any complaints of violation of rules and regulations or improper conduct that could not result in a criminal charge shall be filed by the complainant within twenty-eight (28) days of the alleged occurrence. Any complaints filed outside the twenty-eight (28) day time limit shall be considered unfounded and the complainant shall be so advised.

Notification to the Bargaining Unit member within twenty-eight (28) days that an investigation is being conducted shall be sufficient to comply with this Section. Any person to file a complaint against a Bargaining Unit member shall be required to reduce the complaint to writing and sign and date the complaint in the presence of the Chief of Police, or the Director of Public Safety and Service. The City shall inform the complainant that any complaint that is filed without any corroborative evidence, filed as harassment, or after investigation found to be untruthful shall be forwarded to the Bargaining Unit member and the Union and the member shall have the right to seek appropriate legal remedies.

## Section 9.2    Disciplinary Procedure

- A. Discipline for Cause. No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.
- B. Progressive Action. The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The Chief of Police or the Sergeant may be the person issuing oral or written reprimands. Only the Chief or Director

of Public Safety and Services may issue suspensions. Dismissals or reductions shall be issued by the Director of Public Safety and Service.

- C. **Actions of Record.** At any time an inquiry concerning a Bargaining Unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.
- D. **Discovery.** Prior to any hearing for disciplinary action discovery shall be granted to the charged employee and his designated representatives. Upon written request the appointing authority will permit the employee to inspect and copy or photograph any of the following which are available to or within the possession, custody or control of the City and the existence of which is known or by the exercise of due diligence may become known to the City to wit:
  - 1. Relevant, written or recorded statements;
  - 2. Books, pages, documents, photographs, tangible objects, buildings or places, copies or portions thereof available to or within the possession, control or custody of the City.
  - 3. Any results of reports of physical or mental examinations, scientific tests or experiments made in connection with the particular case, or copies thereof, available to or within the possession, control or custody of the City.
  - 4. Written lists of names and addresses of all witnesses whom the City intends to call at the hearing;
  - 5. All evidence known or which may become known to the City favorable to the Employee and material either to the truth of the allegations or punishment.
- E. **Departmental Hearings.** Prior to all disciplinary hearings, the member will receive from the Employer, a written statement of charges and specifications. At the hearing, the charged Bargaining Unit member will be allowed to present his defense.
- F. A Bargaining Unit member who is charged may make written request to the City to review his personnel file. Such request will be granted without unreasonable delay by the City in the case of a pending departmental hearing. A member who is charged, or his representative, may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon.

- G. Release. The City agrees not to make any public releases of information regarding pending disciplinary action without the written consent of the employee except as required by law.
- H. The City will notify the affected member of any charges or of any decision reached as a result of a departmental hearing prior to any public statement.

## **ARTICLE 10 PERSONNEL FILE**

### **Section 10.1 Personnel File**

- A. There shall be only one official personnel file maintained by the City and this file shall be maintained by the Chief of Police.
- B. Every member shall be allowed to review his personnel file at any reasonable time upon written request. A member may also authorize his attorney to review the personnel file. Such request shall be made to the Director of Public Safety and Service and review of the file shall be made in the presence of the Director of Public Safety and Service or his designated representative. No information in a member's personnel file will be shared with anyone outside the Department and City administration, except as required by law. If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The employee may present reasons to the Employer, if applicable, concerning reasons why certain documents should not be released. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after it notifies the employee of the request.
- C. Any member may copy documents in his file. The City may levy a charge for such copying, such charge shall bear a reasonable relationship to actual costs. All documents added to a personnel file shall be initialed by the employee and the Director of Public Safety and Service or his designated representative. The first copy shall be provided to the employee free of charge.
- D. If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, he shall remove the faulty document. If the Chief disagrees with the member's contention; he shall attach the member's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.
- E. Except for routine hiring material and workers compensation claims material, no document which does not include as part of its normal distribution a copy to the

member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document. The member shall be the last person to sign a document and no comments may be made on recorded copies thereafter.

- F. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of suspension, demotion or discharge shall cease to have force and effect or be considered in future disciplinary matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file.
- G. The Chief may retain private written notes to document an oral reprimand, but such notes shall not be placed in a member's personnel file.
- H. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Director of Public Safety and Service, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

## **ARTICLE 11 LABOR/MANAGEMENT COMMITTEE**

### Section 11.1 Labor Management Meetings

- A. It is the desire of the City of Wellston and the Union to maintain the highest standards of safety and professionalism in the Police Department.
- B. The City and the Union shall each appoint three (3) members to the Labor/Management Committee. This committee will meet on an as needed basis at the request of either party and at mutually agreed upon times to discuss any issues which either party wishes to raise relating to the Police Department. Neither party has an obligation to act upon the issues raised.
- C. If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay when meeting jointly with management.

## **ARTICLE 12 LAYOFF AND RECALL**

### **Section 12.1 Layoff**

The following procedures will be used in the event a layoff becomes necessary within the Police Department. These procedures will supersede civil service law where there is conflict.

- A. Departmental Seniority. A seniority list for the Bargaining units shall be kept in the Director of Public Safety and Service's office, and shall be updated as needed. A copy shall be available for inspection in a location designated by the Police Chief. For the purpose of defining seniority, an employee's continuous service record for the City of Wellston shall be broken only by voluntary resignation, discharge or retirement. Other public service employment cannot be transferred for seniority purposes. The seniority list for the department shall list all employees and the date of their first day of work for the City of Wellston Police Department in order from oldest to most recent employees. In the event two or more employees began work on the same day, their respective scores on the civil service test shall determine seniority listing. Seniority rights are within all police department Bargaining Units. Transfer to other departments to avoid potential reduction is not permitted.
  
- B. Layoff
  - 1. Employees shall be laid off by seniority. Last hired, first laid off.
  
  - 2. If the Mayor deems it necessary to lay off employees, City Council shall pass a resolution declaring the necessity for the layoff, listing how many employees must be laid off, and directing the Mayor to present to Council at the next regular meeting a tentative list of names of employees who will be laid off.
  
  - 3. All probationary, temporary, intermittent, part-time and seasonal employees of the City will be laid-off before members of the Bargaining units. Furthermore, the City recognizes that safety force personnel are a priority need for the community and shall attempt to lay off all non-essential employees before safety force personnel and will not sub-contract the services of these personnel. However, the Union recognizes that if the City and County jointly agree to implement a county wide dispatching center that the City will make a good faith effort to have the existing dispatchers consolidated to the new 911 center. The city agrees to discuss the impact of this change on the bargaining unit members.
  
  - 4. The Mayor shall prepare the tentative list of employees to be laid off using strict seniority with the Bargaining Units. No employees outside of the Bargaining Units may displace members of the Bargaining Unit in a layoff.

5. For a reduction to become effective, City Council must pass a resolution to lay off employees; must list the names of the employees to be laid off in the resolution; and must state an effective date for the layoff. City Council will adhere to the Mayor's list and amend it only if it is deemed necessary to bring it into compliance with this Agreement.
6. If the Mayor deems it necessary to layoff employees due to lack of funds, he shall so advise City Council prior to a layoff to allow them to either concur by motion or provide additional funds.

Section 12.2 Recall and Reinstatement

- A. All laid off members of the Bargaining Units shall be placed on a recall list by seniority.
- B. When an opening occurs in the Bargaining Unit, employees shall be notified and offered the position in order of seniority.
- C. If a recall is initiated through the action of City Council, employees shall be notified and recalled in order of seniority, in the Bargaining Unit.
- D. It is the responsibility of a laid off employee to notify the City of his address.
- E. Recall rights expire at the end of two (2) years.
- F. Recalled employees shall not serve a probationary period upon reinstatement, except that an employee laid off during a probationary period shall commence and complete their probationary period where they left off. If the employee is laid off for more than six months the employee shall begin a new probationary period.
- G. All members of the Bargaining Unit with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal or other full-time employees may be rehired in the Police Department.
- H. If any sworn officer has bumped to a lower rank, he shall be reinstated to a vacancy in his prior rank before any laid off officer shall be reinstated to a position in that rank.

Section 12.3 Bumping Procedure

There shall be no bumping between Patrolmen and Communication Officers.

## **ARTICLE 13 MISCELLANEOUS NON-ECONOMIC**

### **Section 13.1 Work Rules, Directives and Orders**

The City agrees that existing work rules and division directives shall be reduced to writing and provided to all members. The City agrees that to the extent possible, new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation. In the event that the Bargaining Units (or their representative) wish to present the views of the Bargaining Unit regarding a new or revised work rule or division directive to the Chief (or in his absence, his representative), they shall use the Labor/Management meeting format. All work rules or division directives must be applied and interpreted uniformly as to all members. Work rules or division directives cannot violate this contract. All such rules or their application are subject to the Grievance procedure.

### **Section 13.2 Safety Policy and Safe Equipment**

- A. The City agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, and equipment, and all necessary supplies required to safely carry out the duties of each departmental position. Employees are responsible for reporting to the Chief of Police any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City. No employee shall be required to use any equipment that has been designated as unsafe by the Police Chief until the unsafe condition has been corrected.
- B. The City shall not create a condition or, upon being notified of a condition, allow one to exist which may significantly endanger members of the Bargaining Unit in the performance of their duties.
- C. No disciplinary action will be taken against any member of the Police Department who refuses to drive a cruiser or use any other equipment which is in his opinion unsafe, until checked by a person authorized by the Director of Public Safety and Service. The appropriate personnel will notify the Chief of Police in writing (such as email) of any maintenance or repair issues that may arrive.
- D. At least twice a year, every police cruiser will be taken to a service center for complete mechanical/safety check. At least once a year all shotguns, department issued side arms, and portable radios will be checked by a certified technician in that field.

### **Section 13.3 Training**

In the interest of having the best trained department possible, all police officers shall attend advanced training classes as prescribed by the Chief of Police. The City shall provide at least one class of advanced training through the Ohio Peace Officer Training Academy or other recognized training program, providing funds are available. All Communication Officers shall be entitled to attend available training programs related to their field and the City shall make

good faith efforts to see that each Communication Officer attends one advanced training class per year. Any officer so assigned shall attend the training program. Any training classes scheduled outside of a 200 mile radius of Wellston shall be only with the mutual consent of the officer. While attending training classes the officer shall be entitled to all pay and benefits.

If a member requests and receives specialized training, the member agrees to remain with the department for two years. Should the member leave the department in less than two years, for reasons other than disability, the member shall reimburse the course tuition on a prorated basis.

#### Section 13.4 Firing Range

The City will provide at no cost to the employee an approved in service firearms training program for all members of the Bargaining Units that are qualified to carry weapons. Members shall qualify at least one (1) time annually with no less than 120 rounds of ammunition per year.

#### Section 13.5 Suggestion Box

A suggestion box will be located in the Police Department at one location designated by the Chief. Said suggestion box shall be in such location as to be readily accessible to all employees on all shifts.

A response by the Chief of Police shall be given in writing (when requested) to the Employee that turns in a suggestion within thirty (30) day of receipt of the suggestion.

#### Section 13.6 Chain of Command

For the purposes of clarification the Chief is the supervisor of the Police Department and the person that all employees for the department are accountable to. The City agrees that no other person shall guide the department in its day to day operations, scheduling, assigning, and stationing of employees except as provided by the Ohio Revised Code in the case of a declared emergency or the absence of the Chief of Police. In absence of the Chief of Police there shall be established a position of Chief Duty Officer and this person shall act with all the authority of the Chief of Police during the Chief's absence. The Chief Duty Officer shall be the highest ranking officer first by rank and then by seniority from highest to lowest.

#### Section 13.7 Transfers and Assignments

The Chief shall make transfers and assignment by seniority to the most senior qualified employee.

## **ARTICLE 14 HOURS OF WORK AND OVERTIME**

### Section 14.1 Intent

This Article is intended to define the hours of a work day, hours of a work week and to define the basis for the calculation of overtime.

### Section 14.2 Workday and Workweek

- A. A workday shall consist of a scheduled work shift of either eight (8) or ten (10) consecutive work hours. A work week will consist of 40 hours worked in five (5) days or less. Days off shall be consecutive.
- B. Twice a year, in April and October, the Chief of Police will post a work schedule for communications officers. The posting will show the starting times, ending times, and days off for each slot. The communications officers shall bid and be awarded their schedule by seniority.
- C. Beginning with the schedule that took effect March 2, 2003 and every three (3) months thereafter, police officers shall bid for their shifts. One (1) month prior to the new schedule going into effect, the Chief will post for shift bidding. (For example, the next schedule to go into effect after March 2, 2003 will be on May 25, 2003. Posting for shift bidding will be done May 1, 2003.) Shift bidding will be by seniority. The Union recognizes that specialty positions, such as school resource officer or K-9 officer, are assigned positions and will not be subject to the shift preference provision during the term of these assignments.

### Section 14.3 Overtime

- A. All hours worked in excess of a scheduled work day or forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the employees regular straight-time hourly rate.
- B. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.
- C. Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts, where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.
- D. The words "hours worked" as used in this Section shall include all hours during which the member is in paid status. Sick leave, except sick leave used before

unscheduled overtime in the same work week, shall not count as hours worked for overtime purposes.

#### Section 14.4 Call-In Pay

- A. "Call-in" occurs when a supervisor specifically requests a member of the Bargaining Unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work.
- B. When a member is called in, he shall be paid a minimum of four (4) hours pay at one and one-half times his regular rate or he shall be paid for the actual hours worked at the applicable premium rate, whichever is greater.
- C. Any call-in immediately preceding his normally scheduled shift shall be compensated for by the actual number of hours worked at the time and one-half rate.

#### Section 14.5 Court Time

Members shall be paid at one and one-half times his regular hourly rate for any job connected court appearance while off duty. For each appearance on a members scheduled time off, he shall receive a minimum of three (3) hours pay or be paid for the actual time in court, whichever is greater. Upon completion of the court appearance, the member shall be required to stand-by or perform other work to finish out the minimum time period. Any outside compensation for a court appearance shall be remitted to the City.

#### Section 14.6 Compensatory Time Bank

- A. Employees, at their option, may accumulate up to one hundred twenty (120) hours of compensatory time. Time will accumulate at the rate of one and one-half (1 1/2) hours for each hour worked. Each employee shall cause the time sheet to reflect the desire for compensatory time. The City shall post a list of employee's accumulated compensatory time each month. At the Employee's option, all accumulated compensatory time shall be paid on June 1st and December 1st of each year. Upon request, and approval by the Chief or his designee, compensatory time may be taken in four (4) hour segments or more.
- B. Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City Service, any unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 14.7 Overtime Opportunities

- A. City Paid Overtime. The Chief shall rotate scheduled overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. The Chief shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee.
- B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the effected employee or the employee's spouse. Inequities in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. Overtime opportunities shall be offered to all full-time employees before they are offered to any part-time, reserve, auxiliary or special officer.
- C. Special Overtime. Any request for a Special or off-duty officer will be filled by the Chief from the list of Bargaining Unit members. These assignments are not to interfere with regular scheduled shifts. i.e. Bargaining Unit members are not available or not interested the Chief may make assignments from any other qualified officer.

Section 14.8 Pyramiding

There shall be no pyramiding of pay for the same hours worked.

**ARTICLE 15 WAGES**

Effective January 1, 2013 for all bargaining unit members, shall receive a one percent (1%) wage increase.

Effective January 1, 2014 for all bargaining unit members, shall receive a one percent (1%) wage increase.

Effective January 1, 2015 for all bargaining unit members, shall receive one percent (1%) wage increase.

2013

Effective January 1, 2013, the bargaining unit members will contribute five percent (5%) into the retirement system, which will not be picked up by the Employer.

Effective January 1, 2013, bargaining unit members will receive a 5% wage increase.

2014

Effective January 1, 2014, the bargaining unit members will contribute a total of eight percent (8%) into the retirement system, which will not be picked-up by the Employer.

Effective January 1, 2014, bargaining unit members will receive a three percent (3%) wage increase.

2015

Effective January 1, 2015, the bargaining unit members will contribute a total of ten percent (10%) into the retirement system, which will not be picked up by the Employer.

Effective January 1, 2015, Bargaining unit members will receive a two percent (2%) wage increase.

It is the intention of the parties that at the end of this Agreement term, there will be no pension pick-up of bargaining unit members by the Employer.

- A. Effective January 1, 2013 all bargaining unit members shall receive the following wages:

Communication Officer

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$13.55	\$13.96	\$14.59
\$28,184.00	\$29,036.80	\$30,347.20

Patrol Officers

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$14.63	\$15.25	\$16.02
\$30,430.40	\$31,720.00	\$32,321.60

Sergeant

The sergeant's pay rate shall be ten percent (10%) above the top patrol Officer rate.

B. Effective January 1, 2014 all bargaining unit members shall receive the following wages:

Communication Officer

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$14.09	\$14.52	\$15.17
\$29,307.20	\$30,201.60	\$31,553.60

Patrol Officers

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$15.22	\$15.86	\$16.66
\$31,657.60	\$32,988.80	\$34,652.80

Sergeant

The sergeant's pay rate shall be ten percent (10%) above the top patrol Officer rate.

C. Effective January 1, 2015 all bargaining unit members shall receive the following wages:

Communication Officer

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$14.51	\$14.96	\$15.62
\$30,180.80	\$31,116.80	\$32,489.60

Patrol Officers

Step 1	Step 2	Step 3
Entry	1 Year	2 Years
\$15.68	\$16.34	\$17.16
\$32,614.40	\$33,987.20	\$35,692.80

Sergeant

The sergeant's pay rate shall be ten percent (10%) above the top patrol Officer rate.

Section 15.2

Members serving as T.A.C. Officer shall receive an additional \$.25 per hour added to their base rate of pay.

### Section 15.3

The wages illustrated in this article do not represent a guaranteed income, the hourly salary is accurate.

### Section 15.4 Pay Rates Due to Personal Actions

- A. Demotion – Disciplinary: Whenever an officer is demoted for disciplinary reasons, he shall be paid at the top step in the lower range.
- B. Demotion –Voluntary: Whenever an officer requests and is granted a voluntary demotion he shall be paid at the maximum rate in the lower classification. When an officer is laid off due to lack of funds or work, and is entitled to automatic demotion to a lower classification where he held a permanent position, the officer's salary shall be established in the manner prescribed above.
- C. Reappointment: Whenever an officer is reappointed to a position in a class where he previously held permanent status, his rate of pay shall be in the step in the range at which he was paid at the time of this separation.
- D. Return from Military Leave: Whenever an officer returns from military leave, he shall be restored in his former position at the step which corresponds to the step he received at the time of this departure and in addition, shall be granted any increases to which he would have been entitled had he not entered military service.

### Section 15.5 Assault and Liability Pay

- A. Effective January 1, 2004 all Bargaining Unit members shall receive the following assault and liability pay:
  - Sworn police officers - \$120.00 per month
  - Communication Officers - \$120.00 per month
- B. Payment shall be for each month of completed service, prorated for partial months based on the number of completed work days in the month as a ratio to the total number of work days in the subject month.
- C. This pay is not part of the base pay, and is not included in the computation of overtime rates.
- D. Payments of assault and liability pay shall be made in a lump sum along with the first pay warrant of each month for the prior month of service.

## **ARTICLE 16 SHIFT DIFFERENTIAL**

### **Section 16.1 Shift Differential Rates**

Shift differential pay is as follows:

THIRTY CENTS (\$0.30) per hour for any shift during which a majority of the scheduled hours occur between 4:00 p.m. and 12:00 a.m., and;

Thirty FIVE cents (\$0.35) per hour for any shift during which a majority of the scheduled hours occur between 12:00 a.m. and 8:00 a.m.

If exactly half of the scheduled hours occur between 4:00 p.m. and 12:00 a.m. and half between 12:00 a.m. and 8:00 a.m., then shift differential will be THIRTY TWO CENTS (\$0.32) per hour.

### **Section 16.2 Eligibility**

Shift differential pay shall be paid for any work hours that occur after 4:00 P.M. and prior to 8:00 A.M.

### **Section 16.3 Method of Payment**

Shift differential pay shall be added to the hourly rate prior to computing the overtime rate. Shift differential pay shall be paid on a bi-weekly basis and will not be cumulative under any circumstances.

## **ARTICLE 17 LONGEVITY PAY**

### **Section 17.1**

A. Effective January 1, 2007, all Bargaining Unit members shall receive the following longevity payments:

3-5 years	\$ .30 per hour
5-7 years	\$ .45 per hour
7-10 years	\$ .65 per hour
10-15 years	\$ .80 per hour
15-20 years	\$ .95 per hour
20-25 years	\$ 1.10 per hour
25-30 years	\$ 1.25 per hour
3 years of continuous service	\$ .11 per hour
4 years of continuous service	\$ .20 per hour
5 thru 6 years of continuous service	\$ .35 per hour
7 thru 9 years of continuous service	\$ .55 per hour

10 thru 15 years of continuous service        \$.70 per hour

- B. After thirty years service Bargaining Unit members shall receive an additional \$0.04 per hour for every year over fifteen years service in addition to the above longevity schedule.

Section 17.2                    Eligibility and Payment

- A. Payment of longevity compensation will be made (along with the bi-weekly pay warrant to the employee.)
- B. The amount of longevity payments will be determined by the total number of years of continuous service with the City of Wellston which has been completed by the employee as of December 1st of the year in which the payments begin.

**ARTICLE 18 HOLIDAYS**

Section 18.1 Holidays

- A. Effective January 1, 1995, the following are designated as paid holidays as established by the City:

New Year's Day	January 1
GOOD FRIDAY	
Police Memorial Day	May 15
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Employee's Birthday	
Thanksgiving Day	4th Thursday in November
Friday After Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

- B. Any other special Day as may be declared by the GOVERNOR OR PRESIDENT OF THE UNITED STATES Mayor that provided time off or special pay for any other City Employee.
- C. Employees that do not work on a holiday shall receive an additional days pay in recognition of the holiday.
- D. Employees that do work on a holiday shall receive their regular rate of pay for that Day plus time and one-half (1½) for all hours worked.

**ARTICLE 19 PERSONAL LEAVE DAYS**

Section 19.1 Personal Days

After completion of one (1) years service each employee shall receive four (4)-days of personal leave with pay. Effective January 1, 2013, bargaining unit members shall receive one (1) additional personal leave day, bringing the total number of personal leave days to five (5). The leave shall be by request, with approval by the employee’s supervisor, provided the request for personal time is received by the supervisor at least twenty-four (24) hours in advance of the date requested. At his discretion, the Chief (or his designee) may waive the twenty-four (24) hour notice requirement.

**ARTICLE 20 VACATION**

Section 20.1 Amount of Vacation

- A. Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
1 year but less than 5 years	10 days - 80 hours
5 years but less than 10 years	15 days - 120 hours
10 years but less than 15 years	20 days - 160 hours
15 years but less than 20 years	25 days - 200 hours
20 years and more	30 days - 240 hours

- B. All vacation pay, in accordance with the above schedule, shall be paid at the employee’s regularly scheduled rate of pay.

Section 20.2 Vacation Eligibility

In order to be eligible for vacation and pay, an employee must have been continuously employed by the City for at least twelve (12) months.

Section 20.3 Vacation Scheduling

- A. Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Schedules for vacation selection shall be posted by January 1st of each year. Vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by classification.
- B. Each person shall pick no more than two weeks on his first pick and the pick shall rotate until all employees have selected their vacations. If an employee fails to

make a selection within a reasonable time, then the Chief may select and assign vacation time for the employee.

- C. Requests for short periods of time must be submitted forty-eight (48) hours in advance. The Chief or his designee may waive the forty-eight (48) hours requirement.

#### Section 20.4 Additional Considerations

- A. At the end of each vacation year, a member in full-time status shall be paid for any vacation balances in excess of maximums fixed by this Article upon certification by the appointing authority that due to emergency work requirement, it is not in the best interests of the City to permit a member to take vacation leave which would otherwise be forfeited.
- B. A member in full-time status who is to be separated from City employment through removal, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused time in lieu of granting such member a vacation leave after his last day of active service with the City.
- C. When a member dies while in paid status during City employment, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- D. Employees shall be required to take at least forty (40) hours of their vacation on consecutive days. Any employee who takes vacation time of forty (40) hours or more shall be able to do so in conjunction with his regular days off.
- E. Vacation leaves may be taken in multiples on one (1) day and are not accumulative from year to year.

### **ARTICLE 21 LEAVES**

#### Section 21.1 Sick Leave

- A. Sick leave may be requested for the following reasons:
  - 1. Illness or injury of the employee.
  - 2. Accident or illness to the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as is necessary to make appropriate longer term arrangements.

3. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
  4. Medical, dental, or optical examinations or treatment of the employee.
  5. Childbirth, and/or related medical conditions of the employee or his spouse.
- B. An employee requesting sick leave shall, if possible, cause notification to his immediate supervisor or other designated person, of the fact and the reason, one (1) hour prior to the time scheduled to report to work on each day of absence - unless other arrangements have been made with the supervisor.
- C. The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. Also, for any sick leave absence of more than three (3) consecutive days, an employee will be required to provide a certificate from a licensed physician stating the nature of the illness and stating the date that the employee will be physically able to return to work. For an employee illness of less than three (3) days, the City retains the right to insist that the employee be examined, at the City's expense, by a licensed physician designated by the employee to verify that the employee can safely return to work. Falsification of a physician's certificate shall be grounds for disciplinary action including dismissal.
- D. For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked.) The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.
- E. Employees who transfer between departments of the City, or who are reappointed or reinstated within ten (10) years of prior City service will be credited with their unused balance of sick leave.
- F. Employees retiring under a State regulated retirement system shall receive payment of accrued but unused sick leave on the basis of one days pay for each two (2) days of leave, not to exceed forty-five (45) days pay.
- G. When a member dies while in paid status during the City employment, any unused sick leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- H. For the purpose of this Section, immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild,

father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any other person living in the same household on a continuous basis.

- I. Any employee who has completed at least 5 years of service and has accumulated at least sixty days of sick leave may convert up to twenty (20) days per year of the excess leave to vacation time.

#### Section 21.2 Line of Duty Death/Sick Leave Conversion

Bargaining Unit members killed in the lawful performance of their duties shall have 100% of their accumulated sick leave paid to their next of kin, or their estate as follows:

- A. A maximum of 300 hours shall be paid within thirty (30) days of the line of duty death.
- B. The balance of the remaining sick time shall be paid in increments, or one lump sum payment within eighteen (18) months of the line of duty death.

#### Section 21.3 Funeral Leave

In the case of death in the employee's immediate family, as defined in 20.1 of this Article, four (4) days leave with pay shall be granted for the funeral. It is agreed that accumulated sick leave may be used for the funeral of other relatives, or, in addition to the funeral leave granted by this provision, if additional time is required for travel. Special cases may be taken up with the Chief of Police.

#### Section 21.4 Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay of such time as they are in the military service on field training or active duty for periods of time not to exceed thirty-one (31) days in one (1) calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob control, riot control, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be paid. The leave will cover the official period of emergency. City pay shall be for the difference between military and regular City pay.

Section 21.5 Leave of Absence

- A. Leaves of absence without pay for personal reasons or because of extended illness may, at the discretion of the City, be granted if requested, for periods not to exceed one (1) year, if no paid leave is available.
- B. All such leaves will be requested and granted in writing. The length and other conditions of each leave granted will be determined by the facts and circumstances of the case. All fringe benefits cease, while a member is on a leave without pay after such leave exceeds two (2) weeks. Fringe benefits include sick leave, vacation, annual pay increases, insurance and holidays. The member may continue the health insurance coverage in accordance with federal law.
- C. For all extended sick or injury leaves the member shall submit to the City a physician's statement of release for work before returning to work.
- D. Upon return from a leave, the employee will be reinstated to his former position or one of equal grade if the employee is physically able to fully perform the required duties.

Section 21.6 Special Leaves

- A. Jury Duty Leave: A Bargaining Unit member, while serving upon a jury in any court of record, will be paid at his regular salary for each of his work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. Any juror fees paid to the employee shall be remitted to the City by the employee.
- B. Examination Leave: Time off with pay shall be allowed to Bargaining Unit members to take promotional Civil Service Tests or to take a required examination, pertinent to their City employment.

Section 21.7 Injury Leave

- A. Any employee disabled due to an injury suffered in the line of duty on behalf of the City and which injury arises out of the performance of law enforcement related duties, shall receive paid injury leave for absences due to said injury, which shall not be deducted from sick time. For an employee to qualify for injury pay, the employee must file with the chief a written statement of the circumstances within twenty-four (24) hours of the injury, if known and possible. This statement must show conclusively that the injury was sustained in the line of duty, how the injury was inflicted, and that the injury did not result from an accident, from misbehavior, or from negligence on the part of the employee. The employee must report the injury to their supervisor immediately, but not later than the end of their shift if known and possible. A doctor's statement will be included stating the nature and extent of the employee's injury.

- B. Injury leave shall be available for 90 working days, and shall not go into effect until the eighth day of absence. Any leave beyond 90 working days shall be deducted from sick time.
- C. The appointing authority at their sole discretion may extend the 90 day requirement as they deem necessary.
- D. Mental illness or related psychological problems are not covered by the injury leave article with the exception of a Bargaining Unit member who has been a hostage or was involved in a critical incident in the line of duty, in which case all the Bargaining Unit members shall be eligible for injury leave. In the event of such an occurrence the Bargaining Unit member shall provide any necessary medical documentation.
- E. The approval of the Bureau of Worker's Compensation (BWC) or their specific requirements are not a pre-requisite for injury leave, neither do the BWC's regulations or requirements impact on the approval or denial of injury. In the event of a denial of BWC benefits the Bargaining Unit member will be deemed to have completed their obligation to the Employer. For an employee to qualify for injury pay, the employee must first sign all salary continuation agreements and/or other document(s) requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to the Ohio Workers' Compensation Act.
- F. The Employer reserves the right to pursue any fraudulent claims as they may deem necessary.
- G. Any disputes regarding this article may be submitted to the grievance procedure as necessary.

#### Section 21.8 Leave Abuse

In the event an employee is suspected of abusing sick leave, the Employer may require the employee to justify his/her use of sick leave by obtaining a physician's certificate at Employer's expense from a physician designated by the Employer. In addition or in the alternative, the Employer may require the employee to obtain a certificate from his/her own doctor at the employee's expense, or other verification of illness or injury acceptable to the Employer to justify his/her use of sick leave and/or any or all future absences for which sick leave is claimed with a period of six (6) consecutive months.

- A. Grounds for suspicion of leave abuse shall include, but are not limited to, information received by the Employer that the employee is or was, during any time for which sick leave is claimed:
  1. Engaging in other employment;

2. Engaging in strenuous physical exercise of recreation, including work around the home other than as ordered or recommended by a doctor;
  3. Present in a tavern or other place inconsistent with a claim of illness or injury.
  4. Engaging in pattern abuse. Pattern abuse occurs when there is a consistent period of sick leave usage such as before and/or after holidays, before and/or after weekends or regular days off, after paydays, any one specific day, absence following overtime worked, half days, continued pattern of maintaining zero or near zero leave balances, excessive absenteeism. If an employee abuses sick leave in pattern, the City may reasonably suspect pattern abuse.
- B. Any employee who is suspected of abusing sick leave shall be confronted with such suspicion by the Service Director and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certifications for future absences as set forth above.
- C. If an employee is required to provide a physician's certificate, it must be provided within three (3) days.
- D. While on paid sick leave employees are not authorized to work at other jobs without the written permission of the Employer.

## **ARTICLE 22 UNIFORM AND EQUIPMENT ALLOWANCE**

### Section 22.1 Initial Issue

- A. Upon hiring a new police officer, the City shall provide an immediate \$700.00 for the purchase of uniforms regardless of the time of hire. Upon hiring a new communication officer, the City shall provide an immediate \$400.00 for the purchase of uniforms regardless of the time of hire. All employees who leave the employment of the City shall be required to surrender all serviceable uniforms in his possession. Furthermore, any serviceable gear purchased during the last two years of service shall be returned to the City. Probationary employees who leave will be required to surrender all items purchased during the time of the probationary period.
- B. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and equipment.

Section 22.2 Annual Clothing Allowances

- A. After completion of one (1) years service, each covered employee shall receive an annual allowance in the amount of \$400.00 for communication officer and \$550.00 for police officers.
- B. All employees are required to have in their possession a sufficient number of uniforms to present a proper appearance.

Section 22.3 Issued Equipment and Maintenance

- A. The following equipment items shall be issued by the Employer to the employee required to have same and shall be maintained and replaced on an as needed basis as determined by the Chief of Police.
  - 1. Pistol Belt
  - 2. Holster
  - 3. Handcuffs (1pr)
  - 4. Handcuff case (single)
  - 5. 3 Mags & Double Pouch
  - 6. Belt Keepers (1 set of 4)
  - 7. Asp and Holder
  - 8. Service Rounds (50)
  - 9. Port. Radio/Mic/case
  - 10. Rechargeable Flashlight & Holder
  - 11. Key Ring Holder
  - 12. 2 Badges & 1 set uniform insignia
  - 13. Ballistic Vest
  - 14. Issued Handgun
  - 15. Any other equipment required by the City
- B. In addition, the City agrees to furnish all non clothing items for communication officers required by the Chief of Police. All non clothing equipment issued by the City to employee shall be returned to the City upon the employee leaving the employment of the City.
- C. All Bargaining Unit members shall receive a \$450.00 per person uniform maintenance allowance paid in one lump sum which shall be issued by separate warrant no later then December 15 of each year.
- D. Should an employee leave City service prior to the above payment, the amount shall be prorated using the number of completed pay periods since the previous December 1<sup>st</sup>.

Section 22.4 Personal Articles

- A. Personal articles not covered by insurance that are destroyed, damaged, lost or stolen in the line of duty, will be replaced or repaired by the City. Replacement or repair of the personal article must be approved by the Chief of Police.
- B. Personal articles are defined as eyeglasses, contact lenses, dentures or any other health or safety items and watches. Reimbursement for watches is limited to fifty dollars (\$50.00).

## **ARTICLE 23 INSURANCE**

### Section 23.1 Health Insurance

- A. The City shall pay 90% and the employee shall pay 10% of the premiums for Medical Insurance, Dental and Optical Insurance. If any committee or procedure is established for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union.
  
- B. Employees may select their coverage and make arrangements for method of payment of insurance premiums that exceed the above listed schedule. Any employee not requiring insurance shall receive a \$1,500.00 bonus in a lump sum payment at the end of each insurance contract year. Should an employee's needs change and insurance becomes necessary, his lump sum payment shall be prorated for each month of no coverage.

### Section 23.2 Life Insurance

The City, at its costs, shall provide a \$50,000 term life insurance policy on the life of employees. The policy shall have a double indemnity clause for accidental death.

### Section 23.3 Liability and False Arrest Insurance

The City shall provide liability and false arrest insurance in the amount of \$1,000,000.00 (one million dollars). The City shall pay the cost of all premiums. Such insurance shall provide for legal representation of any member who is sued or charged as a result of the performance of duty for the City, or acting as a law enforcement officer.

The Employer shall also provide criminal defense insurance at a cost up to \$4.00 per month for each employee by subscribing to a plan provided by the Union.

### Section 23.4 Operator's Insurance

The City shall pay the cost of all premiums for property damage, bodily injury, and liability for operator's insurance for the operation of the Employer's vehicles while on duty.

### Section 23.5 Additional Considerations

- A. A member shall be considered to be on-duty at any time that he is performing the obligation of the City and not necessarily limited to the normal scheduled periods. If a member is outside his scheduled work hours and must perform any duty as a law enforcement officer, (whether ordered, instructed, or at his discretion) he shall be deemed to be on duty for the purpose of this Agreement. A member shall not

apply for pay for work described herein outside his normal scheduled work hours without approval of the Chief of Police.

- B. Any member of the Bargaining Unit who is disabled as the result of a physical injury or illness suffered in the discharge of performance of his duty shall be entitled to have his hospitalization insurance continued by the City for a period of ninety (90) days.

## **ARTICLE 24 EDUCATION INCENTIVES**

### Section 24.1 Tuition Reimbursement

- A. Reimbursement for fifty per cent (50%) of tuition will be made when the member satisfactorily completes a course and presents an official certificate or its equivalent and receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
- B. No reimbursement will be granted for books, paper, and supplies of whatever nature, transportation, meals, or any other expenses connected with any course except the cost of tuition.

### Section 24.2 Eligibility

Each member who is subject to the provisions of this Agreement and who has completed this probationary period shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

- A. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with and approved by the Chief of Police. Any situation which, in the discretion of the Chief, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.
- B. Such courses shall be taken only at approved institutions in the field of Police Science that shall be determined by the Chief.

### Section 24.3 Education Payment

- A. Each member of the Bargaining Unit shall be paid an additional twenty dollars (\$20.00) per bi-weekly pay period for an associate degree or an additional forty dollars (\$40.00) per bi-weekly pay period for a bachelor's degree in police science. Only one degree will be paid for at a time.
- B. For every completed year of education, the employee agrees to remain an additional one year after completion. Any person leaving in less than one year shall repay the tuition reimbursement on a prorated basis.

## **ARTICLE 25 WORK OUT OF RANK**

### Section 25.1 Out of Rank Hours

Any employee who is temporarily assigned to perform as Chief Duty Officer and performs the responsibilities of the higher ranking position for a minimum of one full tour of duty shall be credited with one and two-tenths (1.2) hours of compensatory time for each day worked in the higher ranking position.

## **ARTICLE 26 MISCELLANEOUS - ECONOMIC**

- A. Pay day shall continue in the present manner of bi-weekly pay periods on the same day as is presently in force.
- B. An employee will be granted leave without pay to attend religious observances so long as the request is approved by the Chief of Police. Religious observances shall be limited to the actual hours necessary to attend the observance.
- C. Any employee that is required to attend any negotiation meeting, grievance meeting, or other designated meeting in the City of Wellston for the Union shall be allowed to attend the meeting and if the employee is in pay status, the employee shall be entitled to full pay and benefits while attending the meeting. The Chief of Police maintains the right to ensure that the City is adequately policed.
- D. The practice of providing members with basic telephone service at the lowest single telephone, private line rate available shall continue in force and include all bargaining unit employees. The parties agree that the line will remain open to incoming calls except for short periods of use. The phones will be equipped with either voice mail or an answering machine and the members are required to return calls on a regular basis. Failure to return calls on five (5) consecutive occasions shall subject the member to the revocation of the phone reimbursement for a period of six months.
- E. The City will provide a copy of this Agreement, at the City expense, to each member of the Bargaining Unit within thirty days of the signing of this Agreement.
- F. Any member, required by the Chief of Police to use his personal automobile for Police business shall be compensated at the rate of twenty-five (25) cents per mile for the actual miles traveled.
- G. The City shall pay the expenses incurred by any member who is required by his supervisor to attend a meeting or function pertaining to his official duties as Police Officer during times other than his regular working hours. Such expenses shall not include transportation to or from such meeting or function if held within

the City, but shall include any meal deemed necessary by his supervisor in view of the hour during which the meeting or function is held. No meeting or function shall be called or held without the prior written approval of the Police Chief.

## **ARTICLE 27 PAID ABSENCE DAYS**

Any employee in an active work status and who does not utilize any of his sick leave for any 120 day consecutive calendar day period, shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the work load requirements of the Employer. The 120 consecutive calendar day period begins the first day following the last incident of sick leave usage and ends 120 calendar days later. Paid absence days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the employee.

## **ARTICLE 28 RETIREMENT**

- A. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation.
- B. Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said- credentials with the term "Retired".
- C. Retired employees may retain one complete set of the department's formal uniform with all accessories.

## **ARTICLE 29 DEATH OF A POLICE OFFICER OR BARGAINING UNIT MEMBER**

- A. In the event of the death of a Bargaining Unit member the surviving spouse, child, parent or other appropriate family member shall be presented with the badge of the deceased member. The badge will be suitably encased. If the member did not wear a badge, some other appropriate remembrance shall be presented to the appropriate family member.
- B. If the deceased member's family requests an inspectors' funeral, the Employee will provide a complete uniform with all accessories provided.
- C. The Employer will make all customary notifications to the police community via the normal and customary channels.
- D. Pall bearers and honor guard will be provided and assigned according to the family's wishes.
- E. Surviving Bargaining Unit members will be authorized the wear of mourning colors in accordance to the following guide lines:

1. Officer killed in the line of duty within the County, colors will be worn the date of the incident for thirty (30) consecutive days.
2. Officer killed in the line of duty in an adjoining County, colors will be worn from the date of incident until the date of the funeral.
3. Mourning colors may also be worn during National Police Memorial Day.
4. The Employer will provide any additional vehicles for funerals as may be reasonably available without jeopardizing the mission of the agency.
5. The Employer will make every reasonable effort to release from duty those personnel who have personal contact with the victim officer.

F. Line of Duty Death/Sick Leave Conversion

Bargaining Unit members killed in the lawful performance of their duties shall have 100% of their accumulated sick leave paid to their next of kin, or their estate as follows:

- G. A maximum of 300 hours shall be paid within thirty (30) days of the line of duty death.
- H. The balance of the remaining sick time shall be paid in increments, or one lump sum payment within eighteen (18) months of the line of duty death.

**ARTICLE 30 HAZARDOUS/EMERGENCY DUTY**

In the event that the work site is declared an emergency, or disaster area by any competent government entity, such as the President of the United States, the Governor of the State of Ohio or the Mayor of the City of Wellston, and the Employer is eligible for FEMA or state disaster funds or similar assistance, Bargaining Unit members shall be compensated at their regular rate of pay plus 1 ½ times their regular rate of pay for all hours worked during the eligibility period.

**ARTICLE 31 MID-TERM BARGAINING AND DISPUTE RESOLUTION**

A. Mid-Term Bargaining

The parties of this Agreement may by mutual agreement elect to bargain an additional issue under the guidelines of ORC 4117, Collective Bargaining for Ohio Public Sector. Failure to reach an agreement the issue dies until the expiration of the current Agreement at which time either party may reapproach the issue as they deem necessary during subsequent negotiations.

B. Mid-Term Dispute Resolution

Any unresolved issues in mid-term disputes will be submitted directly to interest arbitration at Step three/ Director of Public Safety and Service of the Grievance process.

**ARTICLE 32 ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Section 32.1: The procedures contained in this section shall govern disputes between the Union and the City of Wellston concerning the termination of this agreement, the modification of this agreement or the negotiation of a successor agreement.

- A. One hundred twenty (120) days before the expiration date of this agreement either party may serve notice upon the other that it desires to terminate, modify or negotiate a successor collective bargaining agreement.
- B. Both parties shall bargain collectively with the other party for the purpose of modifying this agreement or negotiating a successor agreement.
- C. The parties shall continue in full force and effect all terms and conditions of this existing agreement until a new agreement is agreed upon or established by operation of this section.

Section 32.2: Not later than thirty one (31) days prior to the expiration of this agreement, if the parties have reached an impasse, the parties shall submit issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

- A. The parties shall request a list of seven arbitrators from FMCS.
- B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- C. The parties shall submit all unresolved issues to conciliation.
- D. The conciliator may attempt mediation at any time until he/she issues his/her report.
- E. The conciliator shall establish a time and place for the hearing.
- F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.

- G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511. to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
- H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
- I. After the hearing the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
  - 1. Past collectively bargained agreements between the parties.
  - 2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.
  - 3. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
  - 4. The lawful authority of the public employer.
  - 5. The stipulations of the parties.
- J. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.
- K. The parties shall each pay one-half the cost of the conciliation procedure.

Section 32.3: The issuance of a final offer settlement award constitutes a binding mandate to the employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all tentatively agreed upon issues, shall constitute the new collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute a new collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

## **ARTICLE 33 PROBATIONARY PERIOD**

The probationary period for all newly hired employees will be a period of twelve (12) months from the date of hire or twelve (12) months from the date of successful completion of the academy training, whichever is longer. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. The City shall have the right to terminate employment of any employee during the twelve (12) month probationary period with no appeal rights through the grievance process.

## **ARTICLE 34 DURATION OF AGREEMENT**

### Section 34.1 Duration

- A. This Agreement shall be effective upon reatification, and shall remain in full force and effect until three (3) years following the date of ratification. All terms in this Agreement shall be effective upon ratification, except for the provisions regarding wage increases and pension offsets, which will become effect per their specific terms.
- B. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier 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 and shall meet to establish the Bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.
- C. 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 entire understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the 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. The parties recognize and agree that this provision shall not operate as a bar to negotiations regarding unilateral changes, or proposed unilateral changes, in mandatory negotiable subjects as defined in ORC Chapter 4117.

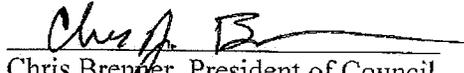
**SIGNATURE PAGE**

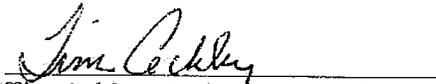
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE CITY OF WELLSTON:

  
\_\_\_\_\_  
Connie Pelletier, Mayor 10-25-12

  
\_\_\_\_\_  
Chris Barber, Service/Safety Director 10/25/12

  
\_\_\_\_\_  
Chris Bremner, President of Council

  
\_\_\_\_\_  
Tim Ackley, Acting Chief of Police

FOR THE UNION:

  
\_\_\_\_\_  
John Sheriff, Union Representative

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

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

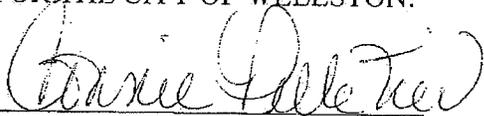
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Negotiating Committee Member

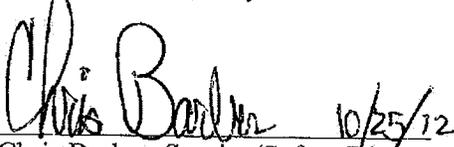
**MEMORANDUM OF UNDERSTANDING**

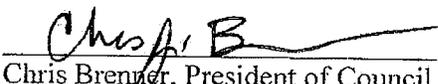
Consistency of Terms in the Agreement

The parties agree that all contractual provisions will be read consistently with the Conciliator's Award in City of Wellston and Fraternal Order of Police, Ohio Labor Council, Inc., SERB Nos. 06-MED-08-0816, 0817, 0818, filed with the State Employment Relations Board Aug. 6, 2007 (Phillip H Sheridan, Jr.), and the terms of the Agreement between the City of Wellston Police Department and Fraternal Order of Police, Ohio Labor Council, Inc. (Dec. 1, 2006 – November 30, 2009) on file with the City of Wellston Auditor's Office. (Attached).

FOR THE CITY OF WELLSTON:

  
\_\_\_\_\_  
Connie Pelletier, Mayor 10-25-12

  
\_\_\_\_\_  
Chris Barber, Service/Safety Director 10/25/12

  
\_\_\_\_\_  
Chris Bremner, President of Council

  
\_\_\_\_\_  
Tim Ackley, Acting Chief of Police

FOR THE UNION:

  
\_\_\_\_\_  
John Sheriff, Union Representative

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

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

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

### MEMORANDUM OF UNDERSTANDING

#### Suspended Provisions

The parties hereby agree that the following provision will be "suspended" in its entirety for the life of the contract. The provisions of the Agreement identified as "suspended" will remain "suspended" until the parties ratify a successor agreement:

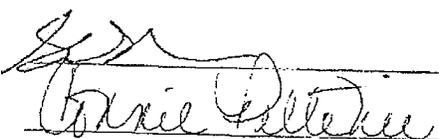
- Article 17 Longevity Pay. Employees will not increase in the amount of Longevity pay they earn until the parties ratify a successor agreement.

~~No benefits or options will be offered under these articles under this contract.~~ <sup>SMS</sup> 4/20/12

FOR THE UNION:

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

FOR THE EMPLOYER:

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

Date tentatively Agreed: \_\_\_\_\_