12/21/11
11-MED-08-1068/1069/1070
1171-01/1171-02/1171-03
K28072

Collective Bargaining Agreement

CITY OF WILLARD

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC

DECEMBER 13, 2011
TO
DECEMBER 12, 2014

CITY OF WILLARD
631 MYRTLE AVENUE
WILLARD OH 44890

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INTRODUCTION

This Agreement is made and entered into this 12th day of December, 2012, by and between the City of Willard, Ohio, (hereinafter referred to as the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215 (hereinafter referred to as the "Union"). This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union.

ARTICLE I
RECOGNITION

SECTION 1. The City recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all employees are defined by the Ohio State Employment Relations Board in Case Nos. 86-REP-11-0361, 86 REP-11-0362, 86 REP-11-0363, certified April 17, 1987 (hereinafter referred to as "Employees"), but excluding the Chief of Police, or the officer acting in the Chief's stead, temporary/casual, seasonal, part-time, auxiliary and probationary employees during their probationary period and all other excluded by Chapter 4117 of the Ohio Revised Code all such employees shall be regulated by city ordinances. The provisions of this Agreement shall apply to those employees in the aforementioned bargaining units and shall not apply to police officers and dispatchers during their probationary period. The Union agrees that the City may establish and/or alter wages and terms and conditions of employment of such probationary police officers and dispatchers during their probationary period unilaterally and without prior discussions or further bargaining with the Union.

SECTION 2. All articles of this Agreement shall cover all classifications within the three (3) bargaining units as defined in Section 1, unless otherwise specifically excluded.

SECTION 3. The use of the words he or his throughout this Agreement is intended to be gender-neutral and is therefore intended to, in the case of the word he, means he or she and in the case of the word him, means him or her.

SECTION 4. The purpose of this Article is merely to identify the Union as bargaining agent and in no way shall the language of this Article be interpreted as a limitation or restriction on management rights not specifically and clearly set forth in this Agreement.

ARTICLE II
FAIR SHARE FEE

SECTION 1. All employees, who have completed the first six (6) months of their probationary period, as a condition of continued employment, shall pay a monthly service charge equivalent to the dues paid by a member of the Union and to be determined by the Union in accordance with the provisions of the Ohio Revised Code 4117.09 (C), and to be deducted by the City from the pay of the Employee and forwarded to the Union.

SECTION 2. It is specifically agreed that the City assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City pursuant to this Article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The City shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 3. Fair share fees shall be commensurate with and designed to cover each employee's prorated share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other permissible costs as provided for by law. The Union shall certify to the City no later than January 31 of each calendar year the current fair share that is to be charged and deducted. All disputes concerning the amount of fair share fees shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

ARTICLE III
DUES DEDUCTION

SECTION 1. The City agrees to deduct Union dues from the wages of any Employee who presents to the City, in accordance with procedures established by the City and the Union, a written, signed, and dated authorization providing for such deduction. Such authorization must be signed and dated on or after the effective date of this Agreement. Any Employee who wishes to withdraw his authorization may do so within thirty (30) days of the annual anniversary date(s) of the Agreement or thirty (30) days prior to the expiration date of the Agreement by presenting to the City, in accordance with procedures established by the City and the Union, a written, signed, and dated cancellation of such authorization. Upon receipt by the City of a cancellation of authorization from any Employee as provided herein, all dues deductions from that Employee shall cease.

SECTION 2. Notification in writing to the City by the Union of any changes in the amount of dues must be made at least thirty (30) days in advance of the effective date of any such change. A change in dues will not require an Employee to sign a new authorization card. All dues and fair share fees shall be sent to the FOP/OLC once each month at 222 E Town St., Columbus OH 43215-4611 or such other address as set by the FOP/OLC from time to time.

SECTION 3. The Union shall defend, indemnify, and save harmless the City against any and all claims made upon, or suits instituted against, the City arising out of any action of the City taken pursuant to the provisions of this Article for dues deduction.

SECTION 4. The provisions of this Article are to operate prospectively only and the City will only deduct dues hereunder accruing after the effective date of this Agreement and an Employee's authorization.

SECTION 5. Probationary Employees, for the first six months of employment, shall not be eligible to authorize the City to deduct Union dues from their wages.

ARTICLE IV
NON-DISCRIMINATION

The City and the Union agree that this Agreement will apply equally to all Employees regardless of race, religion, color, national origin, age, sex, disability, political affiliation or Union activity.

The Union shall share equally with the City the responsibility for application of this provision of the Agreement.

ARTICLE V
UNION REPRESENTATION

SECTION 1. For the purposes of collective bargaining and processing grievances, the Union shall be represented by a bargaining unit committee of not more than three (3) bargaining unit members, comprising not more than one (1) member of each unit defined in Article 1 of the Agreement and the president of the local union, who shall be elected by the Employees from among the bargaining units.

The Union shall provide the City, in writing, with the names of its Committeemen and all changes thereto and the City shall be entitled to rely on the accuracy of any current list until receipt of a revised list or any revisions thereof.

SECTION 2. The members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between management and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which said members are scheduled to be on duty.

ARTICLE VI
MANAGEMENT RIGHTS

The Union and the City acknowledge, and the City shall retain, the City's inherent rights and responsibilities to govern, operate, control and manage the City, including, without limitation, the rights to promulgate, amend, modify and enforce rules and regulations, and all of the rights and responsibilities as set forth in the Ohio Revised Code 4117.08 to:

(1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

(2) direct, supervise, evaluate or hire employees;

(3) maintain and improve the efficiency and effectiveness of governmental operations;

(4) determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

(5) suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

(6) determine the adequacy of the work force;

(7) determine the overall mission of the employer as a unit of government;

(8) effectively manage the work force;

(9) take actions to carry out the mission of the public employer as a governmental unit.

The Labor Council 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 VII
WORK RULES

SECTION 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

SECTION 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

SECTION 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE VIII
NO STRIKE - NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Willard; therefore:

The Labor Council agrees that neither it, its officers, agents, representatives nor any employees covered by this Agreement will engage in, initiate, authorize, sanction, ratify or support any strike, slowdown, stay in sick out or other curtailment or restriction of City services or interference with City work including any sympathy strike or the honoring of any picket line, including that of the Union, whether or not authorized by the Union or any other local or international Union, during the life of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement, they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the City.

The Union, and the officers thereof, shall be held liable for any such acts which the Union engages in, initiates, authorizes, sanctions, ratifies or supports. Any employee engaging in any of the foregoing conduct during the life of this Agreement shall be subject to disciplinary action by the City up to and including discharge.

SECTION 2. The City agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any member of the Union as a result of labor dispute with the Union provided the Union members are not in violation of Section 1 of this Article.

ARTICLE IX
DISCIPLINE

SECTION 1. The tenure of every Employee subject to the terms of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay or position (including working suspensions), fined (not in excess of five [5] days paid leave), suspended, discharged, or removed except for grounds stated in Section 2 of this Article. The Employer may take disciplinary action against any Employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Verbal warning/reprimand.
2. Written reprimand.
3. Suspension of record (i.e., paper suspension).
4. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
5. Fines (i.e., forfeiture of accrued leave).
6. Reduction in pay or position.
7. Discharge.

An Employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the Employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

SECTION 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public; neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

SECTION 3. Except in instances where an Employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline, and the Employee's record of conduct.

SECTION 4. For most first offenses or violations of work rules, the Employee will meet with his/her supervisor and discuss the violation. The Supervisor will explain how the Employee's action or inaction violated the rule and will caution and counsel the Employee on what corrective action needs to be undertaken. After that meeting, the Supervisor will make a written notation to the Employee's file indicating that a verbal warning/reprimand has been given, the date of the meeting, a short synopsis of the violation, and what corrective action or steps have been discussed. Verbal warnings/reprimands shall have no force and effect nor shall they be

considered for any subsequent disciplinary charges upon six (6) months after the verbal warning/reprimand has been issued, provided that there is no reoccurrence of the same incident or behavior within the six (6) month period.

SECTION 5. If the Employee continues to violate the same rule for which the Employee was previously given a verbal warning, if the Employee violates different rules, or if the seriousness of the situation warrants it, an Employee may receive a written reprimand. In such event, the Supervisor will provide the Employee written memorandum indicating the nature of the violation and, if appropriate, outlining the type of corrective action that needs to be undertaken by the Employee The written reprimand shall be placed in the Employee's file, and shall have no force and effect nor shall they be considered for any subsequent disciplinary charges upon two (2) years after the written reprimand has been issued, provided that there is no reoccurrence of the same incident or behavior within the two (2) year period.

SECTION 6. If the Employee continues to violate the same rules in which he/she has received a written reprimand, if different violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, the Employee may be suspended, reduced in pay or position, or terminated. Whenever the Employer determines that an Employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the Employee and the Union in writing of the charges against the Employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours whenever possible, between management and the Employee.

The Employee may be accompanied by a Union Representative during the predisciplinary meeting. Should the Employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The Employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed.

The Employee will receive a written memorandum indicating the disposition of the charged violations and, if a suspension, the length thereof. The memorandum shall describe the reason or reasons for which the Employee has been disciplined. Any suspension shall be for a specific number of consecutive days unless mutually agreed to be otherwise. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only.

The written documentation of the suspension shall be placed in the Employee's file. The suspension shall have no force and effect nor shall they be considered for any subsequent disciplinary charges upon four (4) years after a suspension of three (3) days or less or upon five (5) years after a suspension of more than three (3) days has been issued, provided that there is no reoccurrence of the same incident or behavior within the four (4) or five (5), respectively, year period.

Any resolution to the disciplinary action by the Employee and the Employer shall be consistent with the terms and provisions of this Agreement. An Employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

SECTION 7. Any Employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An Employee found guilty by trial court may be summarily demoted or discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the Employee is found not guilty of the charges, the Employee may be subject to discipline pursuant to the terms of this Article.

ARTICLE X
REVIEW OF PERSONNEL FILE

SECTION 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Insomuch as material in a public Employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an Employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit Members when such a request has been made.

Every member shall be allowed the right of review and copy the complete contents of his or her personnel file, and be entitled to the rights and protections of Ohio Revised Code Section 1347.01 *et seq* (dealing with confidentiality of personnel files including HIPPA information, release of information in personnel files including HIPPA information, and rights of review of personnel files including HIPPA information).

Such review and copying shall be permitted during non-working time within three (3) work days after a written request is made by the Employee. Should an Employee so authorize in writing, the Employer shall extend to the Exclusive Representative the same right to review and copy the Employee's personnel files and records.

SECTION 2. Should any Member have reason to believe that there are inaccuracies in documents contained in his or her file, the Member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the ORC when a Member's claim that it is inaccurate or unfair is sustained by the Employer or through the grievance procedure. If the Member feels that clarification of the circumstances surrounding the writing of such material is necessary, the Member may submit to the Employer or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Employer or his designee shall have such memorandum attached to the material to which it is directed and placed in the Member's personnel file.

ARTICLE XI
GRIEVANCE

SECTION 1. A grievance is a complaint, dispute, or controversy in which it is claimed that either party has violated a specific provision of this Agreement and which involves the meaning, interpretation, or application of this Agreement.

SECTION 2. The parties agree that all grievances should be dealt with promptly and every effort should be made to resolve the grievance on an informal basis between the Employee and City representative or supervisor involved. Grievances shall be processed as follows:

STEP 1. Within seven (7) calendar days after the date on which the incident giving rise to the grievance occurred, or when the grievance occurred, or when the grievant could be expected to become aware of the event, the grievant shall discuss the matter with his or her immediate supervisor, who, if he has authority, shall make an oral response to settle the grievance.

STEP 2. If the grievance is not resolved at Step 1, then, within ten (10) days after the date on which the incident giving rise to the grievance occurred, or when the grievant could be expected to become aware of the event, the Union may appeal the grievance to Step 2. The Union shall reduce the grievance to writing, sign and date the grievance and present the written grievance to the Chief of Police or the Chief's designate. The written grievance must state all relevant facts giving rise to the grievance, the dates on which the facts occurred, and the specific provisions of this Agreement alleged to have been violated. The City shall not be obligated to process any grievance not containing the required information. The City shall respond in writing within ten (10) days after the grievance is presented to the Chief of Police or the Chief's designate.

STEP 3. If the grievance is not resolved at Step 2, a written appeal to the City Manager or the City Manager's designate may be filed by the Union within seven (7) calendar days following the city's Step 2 response. The City shall issue a written response within fifteen (15) days after the grievance is filed with the City Manager.

STEP 4. Any grievance, which is not settled in Step 3 of the Grievance procedure, may be submitted to the Personnel Appeals Board. Such appeal must be made within 30 days of the written response of the City Manager in STEP 3 by notifying the other party within said 30 days.

STEP 5. If either party is not satisfied with the decision of the Personnel Appeals Board, the party may submit the matter to arbitration under the provisions of Article IX. Such appeal must be made within 30 days of their receipt of the decision of the Personnel Appeals Board by notifying the other party in writing within said thirty (30) days.

SECTION 3.The parties, by mutual written agreement, may alter the grievance procedure in any respect. The parties shall make reasonable efforts to resolve grievances by consultation at all steps of the grievance process. Any grievance not initially presented or appealed to the next Step

within the prescribed time limits shall be deemed settled on the basis of the City's last response and shall be barred from further processing.

SECTION 4. The City shall not be obligated to pay an Employee for any time during which the Employee serves as a Union representative in the processing of any grievance including arbitration.

SECTION 5. No grievance will be processed under this Agreement based on any action or event which took place between the effective date of this Agreement and the date the Agreement is fully executed. No grievance based on facts or incidents arising before the effective date of this Agreement shall be processed hereunder.

ARTICLE XII
ARBITRATION

SECTION 1. Any grievance, except those disciplinary actions not involving a loss in pay, which is not resolved following the decision of the Personnel Appeals Board may be submitted to an impartial arbitrator by either party. Notice of intent to appeal any grievance to an impartial arbitrator shall be filed in writing with the other party within thirty (30) working days after a decision has been rendered by the Personnel Appeals Board; otherwise, such grievance shall be considered settled on the basis of the Personnel Appeals Board's decision. The thirty (30) day period provided for in this paragraph may be extended an additional thirty (30) days by joint written agreement. No grievance shall be considered under this procedure in respect to any occurrence, incident or event that arose prior to the effective date of this Agreement.

SECTION 2. Grievances not settled in the steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of seven (7) names of Ohio residents, national academy certified arbitrators from FMCS. The parties shall alternately strike names until one (1) name remains as the selected arbitrator Further each party may reject up to one (1) list and request another list. The City and the Union shall share equally the Arbitrator's fee and other expenses of arbitration. However, the cost of any shorthand report and all transcripts thereof shall be paid for by the party ordering same except that if the other party requests a copy of such transcript it will pay half the cost of the original and one copy. Not more than one (1) grievance arising out of a single occurrence or a class action based on a single issue which may have arisen from one or more than one occurrence shall be submitted to an Arbitrator for a determination at one time unless agreed otherwise by the City and the Union. If a single issue is involved in more than one (1) grievance at the time an Arbitrator is selected, the parties may agree to submit all such grievances for determination by that Arbitrator. The Arbitrator shall render his decision within thirty (30) calendar days after closing the proceeding. The award shall be signed by the Arbitrator, and two (2) copies of the

award shall be delivered or mailed to each of the parties. The decision of the Arbitrator shall be final and binding on both parties but subject to appeal as provided for in the Ohio Revised Code.

SECTION 3. The Arbitrator will make his decision based upon the evidence submitted by both parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplemental agreement.

ARTICLE XIII
BULLETIN BOARDS

The Union shall provide a bulletin board at the Willard Police Department for the exclusive use of the Union. The bulletin board shall be 2'x2' in size and the City will provide space for the bulletin board in the Day Room.

Each notice or other matter to be posted shall be approved by the Chief of Police before posting, except notices of Union meetings, Union appointments, Union elections and the results of same and Union social and recreational activities.

The Union agrees that no notices will be placed on the bulletin boards which contain: (a) personal attacks upon any individual; (b) scandalous, scurrilous or derogatory attacks upon any individual and/or the administration; (c) attacks on any other employee organization; (d) any obscene materials; (e) any material of a discriminatory nature; (f) advocacy of any political position, other than Union election, PERS and/or Police and Fire Disability Pension Fund election matters.

ARTICLE XIV
PROBATIONARY PERIOD

SECTION 1. During the first twelve (12) months of employment with the City, an Employee shall be considered probationary. Probationary Employees shall be subject to discipline and/or discharge at the City's discretion at any time for failing to meet the qualifications and/or standards of the position. Such discipline and/or discharge will not be subject to the grievance and/or arbitration procedure.

SECTION 2. Employees who have completed the Basic Police Officers Training School and have been certified by the State shall be considered probationary employees during the first twelve (12) months of employment with the City.

SECTION 3. Any employee who has not completed the Basic Police Officers Training School and been certified by the State, prior to expiration of the twelve (12) month probationary period, shall be terminated as an employee of the City.

SECTION 4. A Union member whose probationary period is interrupted by absence due to layoff or leave of absence shall complete this probationary period upon returning to work. The period of time during which an employee was absent from work due to layoff or leave of absence shall not be counted as part of the probationary period.

SECTION 5. At the expiration of their probationary period, an Employee shall be covered by all the terms of this Agreement with the exception of discipline, discharge and/or demotion.

SECTION 6. An Employee who is promoted to a higher job classification shall serve a probationary period of six (6) months in such classifications and/or standards of the position. Such demotion will not be subject to the grievance and/or arbitration provisions.

ARTICLE XV
HOURS OF WORK

SECTION 1. A full-time employee is one who is hired to work and who works regularly forty (40) hours per week.

SECTION 2. A part-time employee is one who is hired to work regularly fewer than thirty-five (35) hours per week.

SECTION 3. A temporary/casual employee is one who is hired to work on a temporary basis for one hundred twenty (120) days or fewer per year.

SECTION 4. A seasonal employee is one who is hired to work regularly fewer than nine (9) months per year.

SECTION 5. The parties recognize that the City employs temporary, seasonal, part-time and auxiliary/reserve personnel to perform bargaining unit work and that the City has retained its inherent management right to use such personnel.

SECTION 6. Part-time, temporary/casual, seasonal, and auxiliary/reserve employees and police officers and dispatchers during their first sixty (60) days of the probationary period shall not be covered by the terms of this Agreement.

SECTION 7. Employees of the Willard Police Department shall have a regular schedule which consists of forty (40) hours in a seven (7) consecutive work day period, Sunday through Saturday.

SECTION 8. During the semiannual time change, any employee of the Willard Police Department working a shift during the time change shall be compensated eight (8) hours during the shortened seven (7) hour shift and for nine (9) hours when those hours were actually worked.

SECTION 9. At any time during the duration of this agreement, providing it is agreed upon by the City and the bargaining unit, the hours of work and/or length of shift may be changed. Any change shall include a trial period not to exceed three months. Four weeks prior to the completion of any trial period, the City and the bargaining unit shall meet to discuss any future problems. If both sides are in agreement with the next schedule, then the schedule shall become permanent. If a new schedule cannot be agreed upon, the last successful schedule employed will be reinstituted. In the event of an emergency, the city may temporarily suspend the schedule until the emergency subsides.

ARTICLE XVI
NEW POSITIONS/CLASSIFICATIONS

SECTION 1. In the event that a new position/classification is created within the Police Department, the City shall have the right to determine whether the new position/classification will be included in or excluded from the bargaining unit and shall so advise the Labor Council as to the position/classification and wage rate. If there is any dispute as to the City's determination of bargaining unit status and/or wage rate, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, the new position/classification and wage rate shall be implemented, and the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB).

SECTION 2. Should the parties disagree on the inclusion/exclusion of a new position/classification in the bargaining unit, the Union or Employer may petition to amend/clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new position/classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of the receipt of the determination.

SECTION 3. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with O.R.C. 4117.

ARTICLE XVII
OVERTIME

SECTION 1. The City retains its inherent right to require and schedule overtime.

SECTION 2. Compensation for overtime shall be according to the following schedule:

(a) All overtime will be paid at a rate of one and one-half (1-1/2) times the regular base hourly rate of the employee.

(b) There shall be no duplication or pyramiding of any premiums for the same hours worked.

(c) Employees of the Willard Police Department shall be paid one and one-half (1- 1/2) times the Employee's regular hourly base rate for all hours worked by an Employee in excess of forty (40) hours in a seven (7) day work week, except that no schedule shall be changed to avoid the payment of overtime.

(d) Non-worked hours which are paid by the City, including but not limited to, personal days, call-in time, and jury duty pay, shall not be included as hours worked for the calculation of overtime.

(e) Sick Leave, holidays, vacation, injury in the line of duty, and court time will be included for the calculation of overtime.

SECTION 3. All overtime scheduled at least 48 hours in advance, except that overtime applicable to the Law Enforcement Block Grant, shall be offered to bargaining unit personnel based upon a rotating list kept by the Chief of Police or his designate, initially listing members of the bargaining unit by seniority. Each bargaining unit member who either accepts or rejects offered overtime shall thereafter be rotated to the bottom of the list. Any bargaining unit member who is called and for any reason is unable to or does not respond to the call for scheduled overtime shall remain at the top of the list. Any failure by bargaining unit members while serving as the Chief's designate to schedule overtime in accordance with this article shall not result in a grievable offense. In the event that all applicable bargaining unit members have rejected overtime, the Chief or his designate has the authority to assign the applicable bargaining unit member with the least amount of seniority overtime.

No overtime shall be scheduled which would result in a bargaining unit member working in excess of 12 consecutive hours.

All prescheduled overtime paid for by the City with Law Enforcement Block Grant funds shall be awarded by the Chief of Police from a posted sign-up sheet, based upon seniority of those officers and/or sergeants who sign up for duty.

SECTION 4. All overtime opportunities for dispatch overtime will first be offered to the dispatchers on a rotating basis before offered to any other bargaining unit member of the FOP.

ARTICLE XVIII
HOLIDAYS

SECTION 1. In order to qualify for Holiday pay, an employee must work his entire shift the last scheduled workday prior to the Holiday and his entire shift the next scheduled workday after the Holiday. Should an employee be too sick to work on a qualifying day, he must have a written statement from a doctor stating the same. The doctor's statement must be submitted to the Chief of Police, and approved in writing by the Chief of Police, for Holiday pay to be authorized.

SECTION 2. The straight time hourly rate for eight (8) hours, exclusive of any premiums, shall be paid to regular full-time employees for the following nine (9) Holidays and one, one-half Holiday, if no work is performed:

New Year's Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Good Friday - ½ day
Christmas Eve
Christmas Day
Independence Day
Day After Thanksgiving

SECTION 3. For purposes of Section 2 and Section 3, the New Year's Day Holiday will commence at 4:00 p.m., December 31, and end at 3:59 p.m., January 1.

SECTION 4. Part-time, temporary, and auxiliary/reserve employees shall not be entitled to any Holiday benefits.

SECTION 5. Employees who do not work because of any form of leave of absence, disciplinary suspension or layoff will not receive Holiday pay.

SECTION 6. Any employee required to work on a Holiday, shall be paid his regular straight time hourly rate for any hours so worked, in addition to straight time Holiday pay.

SECTION 7. Any employee required to work on any such Holiday who would otherwise be eligible for overtime, in addition to straight time Holiday pay, shall be paid one and one-half (1-1/2) times his regular base hourly rate of pay for each hour so worked.

ARTICLE XIX
SENIORITY

SECTION 1. Seniority shall be based upon length of continuous full-time status in the police department. Upon promotion to Sergeant, seniority within the rank of Sergeant will be based on continuous time in-grade from the date of promotion.

SECTION 2. Seniority will be broken and employment shall be terminated for any one of the following reasons:

(a) discharge

(b) voluntary quit

(c) failure to report after layoff or leave of absence pursuant to the provisions of this Agreement;

(d) lay off of an Employee for three (3) years

ARTICLE XX
INSURANCE PENSION

SECTION 1. The City will continue, during the life of this Agreement, at its expense, except for the premium sharing contribution as set forth below, to provide a medical and life insurance program for Employees and their dependents, including the dental, eyeglass and prescription drug coverage. The City's plan will include benefits such as:

a. A comprehensive plan subject to a $100.00 (single) and $200.00 (family) deductible.

b. Prescription deductible will be no more than $7.00

c. A mail-order prescription drug plan for maintenance-type prescriptions.

d. A preferred-provider organization (PPO) to be utilized at the employee's option.

e. $20,000 A.D. & D. Life Insurance

Effective January 1, 2012, the employee's contribution toward the health insurance premium shall be fifteen percent (15%) of the annual premium cost of the insurance plan (family or single) the employee chooses. This contribution shall be paid in twenty-six (26) equal installments as a deduction in the employee's biweekly paycheck. During the term of this Agreement, any increase in the annual employee premium share shall not exceed an additional Four Hundred Fifty Dollars and No Cents ($450.00) in any one calendar year over the previous year's premium

share. The City shall be able to change insurance carriers or self-insure, provided the benefits are comparable to existing benefits.

SECTION 2. The City's obligation to make insurance contributions on behalf of an Employee shall cease immediately upon the Employee's termination from employment, layoff for thirty (30) consecutive days, commencement of long-term disability benefits, or commencement of any leave of absence without pay unless otherwise stated in other sections of this Agreement or required by law.

SECTION 3. Nothing herein shall prevent any Employee at any time from voluntarily declining to participate in any insurance program. In the event of such voluntary decision not to participate, the City shall be relieved of any obligation to make contributions on behalf of such Employee.

SECTION 4. The City reserves the exclusive right to change insurance carriers, set benefit levels, and otherwise determine the method and provision of coverage during the term of this Agreement provided the benefits are like or similar to existing benefits. The City will notify the Union in the event it changes insurance carriers or benefit levels during the term of this Agreement.

SECTION 5. Deductions from the regular salary will be the applicable taxes in accordance with the employee's claim for exemption or retirement. Savings bonds, credit union savings payments, and FOP/OLC Union dues premiums can be deducted, if so directed in writing by the employee. If for any reason the City fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention in writing by the Employee, or detected by the City.

SECTION 6. The City shall continue to make only those contributions to the Ohio Public Employee Retirement System and the Police and Fireman Disability and Pension Fund which the City is or shall be required by Ohio law to make.

ARTICLE XXI
WAGES

SECTION 1. There shall be no general wage increase during the life of this contract.

SECTION 2. Effective January 1, 1993, the Employer shall pay into each employee's pension fund, the employee's contribution percentage, not to exceed 10% of gross wages (Sergeants and Police Officers only).

SECTION 3. Payroll checks will be issued every other Thursday. In the event a payday falls on a holiday, checks will be issued in advance of the holiday.

SECTION 4. Full time employees who are scheduled to work on the second or third shifts shall be paid a shift differential premium as follows:

second shift - $0.40/hour
third shift - $0.50/hour

SECTION 5. For purposes of this Article, the shifts are defined as:

First shift	Hours worked after 5:59 a.m. and before 2:00 p.m.
Second shift	Hours worked after 1:59 p.m. and before 10:00 p.m.
Third shift	Hours worked after 9:59 p.m. and before 6:00 a.m.

The exception shall be for those specialized positions (including, but not exclusively, Detective, Juvenile Officer, and School Resource Officer) whose hours shall be set by the Chief of Police, and, unless scheduled to begin work after the beginning of the second shift, whose hours shall be considered as first shift for pay purposes.

The work day begins at 6:00 a.m. and concludes at 5:59 a.m. of the following calendar day.

SECTION 6. Police Officers who are officers-in-charge of a shift shall receive an additional seventy-five cents ($.75) for all hours worked in such capacity in excess of one-quarter (1/4) hour. In order to qualify for officer-in-charge pay the bargaining unit member must have completed a basic first-time supervision course of study approved by the City and complete in-service training on an annual basis as approved by the City.

ARTICLE XXII
VACATIONS

SECTION 1. Each regular full-time Employee shall be eligible for a vacation during his second year of employment and during each year thereafter. However, no Employee shall be entitled to any vacation until he has completed one (1) year of continuous full-time service. Part-time, temporary/casual, seasonal and auxiliary/reserve Employees shall not be entitled to vacations.

YEARS OF EMPLOYMENT	VACATION TIME EARNED
First Year	4 hrs per month (6 working days)
Start of Second Year	6-2/3 hrs per month (10 working days)
Start of Sixth Year	10 hrs per month (15 working days)
Start of Tenth Year	13-1/3 hrs per month (20 working days)
Start of Fifteenth Year	14-2/3 hrs per month (22 working days)
Start of Twentieth Year	16-2/3 hrs per month (25 working days)
Start of Twenty-Fifth Year	20 hrs per month (30 working days)

SECTION 2. An Employee shall be compensated at his regular weekly earnings rate, exclusive of any premiums or overtime for each week of vacation taken.

SECTION 3. All vacations shall be scheduled with the approval of the Chief of Police. Requests for vacations must be submitted to the Chief of Police by January 31st of each calendar year.

SECTION 4.
a. In the event of a scheduling conflict, vacation preference will be awarded on the basis of seniority except for employees who fail to submit a vacation schedule to the Chief of Police by January 31st.

b. During any period of at least eight (8) consecutive calendar days that the Willard City Schools are not scheduled by the school calendar to be in session, at least (3) Police Department employees shall be allowed to utilize vacation leave on any given day, one member from each bargaining unit. If, on any given day during such a period, one bargaining unit's members do not utilize vacation, the remaining Police Department employees may apply for vacation leave on that day. The Chief shall grant vacation leave on that day to employee members of other bargaining units, based upon departmental seniority, to satisfy the minimum three (3) employee vacation leave allowance.

c. For the remainder of the calendar year, at least two (2) employees shall be granted vacation leave on any given day. In addition to the minimum two (2) employees, the Chief of police may grant one or more additional employees vacation time on the same day or days, provided that in his opinion the department will be adequately staffed. The Chief of Police shall not unreasonably deny vacation requests. Notwithstanding the provisions of Article XVII, Section 2 (c) of this Agreement, the Chief of Police or his designee shall have the right to change any employee's shift schedule in order to provide shift coverage required due to vacations to maintain minimum staffing. If at any time the total departmental employment reaches nineteen (19) full-time personnel, the Union or the City of Willard can request to reopen Article XIX, Section 4, to discuss increasing the total number of employees taking vacation leave on any one given day.

SECTION 5.Regular days off or holidays shall not be counted as vacation days.

SECTION 6. Employees eligible for vacation shall take at least one vacation per year of six (6) consecutive work days.

SECTION 7. An Employee may accumulate two (2) years of earned vacation. No employee shall be compensated in cash for any vacation period not taken unless he is leaving the service of the City. However, if an Employee shall lose any previously-approved vacation time as a result of the City requiring him/her to report to duty, that lost vacation time may be accumulated for up to an additional two (2) years. The Employee shall make all reasonable attempts to schedule and utilize the accumulated vacation time. In the event the employee has been denied reasonable

requests to utilize the lost vacation time during the two (2) year period, the City shall pay the Employee for the lost time. The City reserves the right to pay off the lost time at any point during the two (2) year period.

SECTION 8. During the time of military service, an Employee's seniority shall continue to accrue for the purpose of determining vacation eligibility upon return to employment with the City. However, military service shall be considered as continuous for vacation purposes only if the Employee returns to the City service within thirty (30) days after honorable discharge, and in no event shall this credit for military service exceed five (5) years.

ARTICLE XXIII
FUNERAL PAY

SECTION 1. An Employee who requests to be absent from work to attend a funeral and conduct family business in the death of a member of the immediate family shall be granted up to five (5) days off. The last three days of funeral leave shall be deducted from sick leave accumulation. The first two (2) days of funeral leave shall be paid for by the City. In the event that additional time off is needed, the City may grant the additional time needed and deduct that time from the member's sick leave accumulation.

SECTION 2. Immediate family shall be defined and specifically limited to: spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister.

ARTICLE XXIV
LONGEVITY PAY

SECTION 1. A full-time regular Employee of the City who has been a full-time Employee for at least twelve (12) consecutive months shall be paid longevity pay, in addition to his or her other compensation, at $60.00 per year of service.

SECTION 2. The number of years by the Employee at his or her employment anniversary date in the year preceding the longevity payment shall be used to calculate years of service for the determination of longevity pay.

SECTION 3. Longevity pay shall be paid in a lump sum by the second regular pay in January of each year and shall terminate upon termination of employment with the City.

ARTICLE XXV
MILEAGE ALLOWANCE

A regular full-time Employee using his motor vehicle for authorized City business shall be reimbursed at the current IRS rate. Reimbursements under this section shall be made only after an itemized bill is presented and approved by the City Manager or the City Manager's designee.

ARTICLE XXVI
EQUIPMENT AND UNIFORMS

SECTION 1. The City will furnish all required uniforms for sergeants, officers, and dispatchers. The standard minimum complement shall consist of:

Sergeants and Officers:

- Six (6) winter shirts
- Six (6) summer shirts
- Six (6) trousers
- One (1) rain coat
- One (1) winter coat
- One (1) lightweight jacket
- One (1) pair oxford shoes/chukka boots
- One (1) pair uniform work boots
- One (1) each uniform cap with strap, cover & badge
- Two (2) breast badges
- Two (2) ties
- One (1) winter trooper-type hat
- One (1) pair of winter black leather gloves (lines or unlined) Employee option
- Six (6) pair of socks
- One (1) sweater, pull over, police type
- And any other items which may be required by the Employer.

Dispatchers:

- Six (6) long sleeve shirts, polo type
- Six (6) short sleeve shirts, polo type
- Six (6) trousers
- One (1) breast badge
- One (1) lightweight jacket
- One (1) winter coat/jacket
- One (1) sweater
- One (1) pair of shoes
- One (1) pair of gloves (same as police officers)
- Six (6) pair of socks
- And any other items which may be required by the Employer.

Plain Clothes Officers:

- One (1) Sport Coat
- Five (5) Trousers
- Five (5) Long sleeve/Short sleeve shirts (any combination)
- One (1) pair of oxford shoes or loafers

SECTION 2. All Employees shall present themselves for duty in accordance with the proper dress code as required by the City. Any Employee reporting for duty not in proper uniform will be sent home without pay, until such time as he/she presents himself in proper dress.

SECTION 3. Any articles lost or damaged through negligence of the Employee shall be repaired or replaced at the Employee's expense. Any articles not damaged through negligence of the Employee shall be repaired or replaced at the City's expense as needed and as soon as possible.

SECTION 4. The City will inspect uniforms annually each January. Should replacement or repair be approved, the City shall fulfill the requests for new or replacement equipment and or uniform items within 45 days of the approved request provided the uniforms and/or equipment are available from the supplier. Requests shall be approved or denied within 14 days of submission.

ARTICLE XXVII
CALL IN PAY

SECTION 1. When an employee has been called out for additional work after having worked his regularly scheduled hours and reported off duty, he shall be paid a minimum equivalent to three (3) hours pay at time and one-half the regular rate for reporting.

SECTION 2. Section 1 will not apply when an employee is requested to report early for his shift in order to cover a position of the prior shift or is requested to work beyond his scheduled shift into the next succeeding shift.

ARTICLE XXVIII
SHIFT SELECTION

SECTION 1. The City retains the exclusive right to schedule regular and overtime work. Overtime will be distributed as equally as possible.

SECTION 2. The work week shall be 40 hours and shall be at least 5 consecutive days followed by 2 consecutive days off.

SECTION 3. The Chief of Police will prepare the work schedule for a three-month period to take effect the first Sunday in January, April, July and October.

SECTION 4. The Chief of Police will prepare and post the work schedule by December 1, March 1, June 1, and September 1 of each year.

SECTION 5. During the period of time of December 1 through December 7, March 1 through March 7, June 1 through June 7 and September 1 through September 7, Sergeants, Police Officers and Dispatchers may bid for shift preference which will be awarded by seniority; Sergeants, Police Officers and Dispatchers must bid a different shift once per year. The shift schedule shall be posted a minimum of two (2) weeks before it is placed in effect.

SECTION 5B. If a day shift for a Sergeant becomes open, it shall also become part of the shift selection system for Sergeants.

SECTION 5C. Sergeants, Police Officers and Dispatchers shall have fixed shifts with rotating days off, using the standard 6 & 2 schedule for days off.

SECTION 6. Scheduled days off may be changed by the management with prior notice to the employee to attend training sessions pertinent to the employee's job classification.

ARTICLE XXIX
COURT DUTY

SECTION 1. Bargaining Unit members who appear in a court on behalf of the City shall receive a minimum of two (2) hours compensation at the Employee's regular rate, exclusive of shift premium, if the appearance is outside the Employee's regular scheduled duty hours.

SECTION 2. An Employee who is required to appear in a court on his or her own behalf shall not be eligible for compensation as provided in Section 1.

ARTICLE XXX
LEAVES OF ABSENCE

SECTION 1. SICK LEAVE

a. A regular full-time employee shall be entitled to ten hours of sick leave per month worked. Sick leave may be accumulated to a total of 120 hours per year or a total of 1440 hours per employee and shall be used for sick purposes only unless otherwise stated in this agreement.

b. A full-time employee shall be compensated for sick leave at his or her regular daily rate of pay, exclusive of overtime, differential or premium. Any absence in excess of three working days for any one illness shall not be compensated for, unless the City Manager or his designate is furnished a medical certificate from the employee's attending doctor stating the nature of the

illness. A part-time, seasonal, temporary or auxiliary/reserve employee shall not be entitled to sick leave.

c. No employee shall receive compensation in cash for any unused sick leave, with the following exceptions:

(1) A full-time employee shall be entitled to receive a cash payment equal to thirty-five percent (35%) of any unused sick leave at the time such employee retires from active service with the City and qualifies and begins to receive pension payments under the Public Employees Retirement System or other State operated pension and retirement program. In no case shall the City be obligated to make such payment for unused sick leave until such employee actually receives retirement benefits from such State pension and retirement program.

(2) For purposes of this section, accumulation of sick leave shall be authorized above the 1440 hour limit not exceeding 120 hours in any one year. A full-time employee shall be entitled to receive a cash payment, equal to thirty-five percent (35%) of his or her daily wage, of any unused sick leave accumulated in the current year above the 1440 hour limit. Such payment shall be made during the last pay period each year based on the Employee's regular straight time hourly rate at the time of payment.

d. Sick leave may be granted by the department or division head with the approval of the City Manager.

e. Except as expressly provided otherwise in this Agreement, an Employee may use accrued sick leave only in cases of bona fide illness or injury of the Employee or a member of the Employee's immediate family reasonably requiring the Employee's personal attention. (For purposes of Article XXVIII, Section 1, Subsection e, *immediate family* is defined as parents, spouse, and children.) To qualify for sick leave pay, an Employee must advise the city of his absence, in accordance with procedures established by the City, at least four hours before the start of his scheduled work shift unless the Employee is prevented from doing so by conditions beyond his control. In such event, the Employee shall so advise the City within a reasonable time. In any case, the City may refuse to pay any Employee for sick leave when the City reasonably believes the absence was not the result of a bona fide illness or injury.

f. Full-time regular employees injured as a result of the direct performance of his/her duty shall receive his or her regular pay upon execution of a wage continuation agreement between the city and employee, subject to the allowance of the specific injury by the Ohio Bureau of Worker's Compensation, for a period not exceeding one hundred eighty (180) work days, during which no charge will be made against sick leave, up to a maximum of three hundred sixty (360) work days lifetime maximum injury in the line of duty pay for each employee.

If an Employee injured while on duty uses all his or her accrued sick leave benefits and other payments and credits to which he or she is entitled, and remains unable to return to work,

the employee may be granted an on-the-job injury leave of absence. The Employee shall make application to the city manager and must submit, along with this application, medical certification of his or her inability to return to work. Such leave of absence may be granted for up to one year and, upon reapplication of the Employee, may be renewed twice for up to one year on each renewal. The City shall pay hospitalization and life insurance benefits for employees for the first six months of the initial on-the-job injury leave of absence. For the remainder of the initial leave of absence, and for the full term of any renewal thereof, the employee shall be entitled to continue his or her participation in the hospitalization and life insurance benefits, but at the cost of the employee. No wages or other benefits shall be paid to or for the employee during an on-the-job injury leave of absence.

g. Sick leaves shall not be used to extend holidays or vacations.

SECTION 2. MATERNITY LEAVE

Any female employee who has accumulated sick leave under the provisions of Subsection a hereof shall be entitled to take a maternity leave and receive compensation from the City the same as if she were on sick leave. The time and duration of maternity leave shall be determined by the Employee's physician, but in no case shall compensation for maternity leave exceed the amount of compensation such employee is entitled to receive for accumulated sick leave.

SECTION 3. EXTENDED ILLNESS LEAVE OF ABSENCE

If an Employee who is ill or disabled, which illness or disability is not the result of an on-the-job injury has used all of his or her accrued sick leave benefits and all other payments and credits to which he or she is entitled, and remains unable to return to work, the Employee may be granted an extended illness leave of absence.

The Employee must make application to the City Manager and must submit along with such application medical certification of his or her inability to return to work. The Employee shall be entitled to continue his or her participation in the hospitalization and life insurance benefits, but at the cost of the Employee. No wages or other benefits shall be paid to or for the Employee during an extended illness leave of absence.

SECTION 4. PERSONAL LEAVE

a. Each full-time regular Employee shall be granted four (4) days of personal leave each year without loss of pay. Employees must submit a written request for personal leave eight (8) hours in advance of the proposed leave date to the Chief of Police. Personal leave will be granted provided adequate staffing on the day in question is available.

b. Personal leave shall be used annually by each employee and shall not be allowed to accumulate from year to year. Any employee failing to use his/her personal leave in any given year shall lose the personal leave day for that year. However, if an employee shall lose any previously-approved personal leave as a result of the City requiring him/her to

report to duty, that lost personal leave time may be accumulated for up to an additional two (2) years. The Employee shall make all reasonable attempts to schedule and utilize the accumulated personal leave time. In the event the employee has been denied reasonable requests to utilize the lost personal leave time during the two (2) year period, the City shall pay the employee for the lost time. The City reserves the right to pay off the lost time at any point during the two (2) year period.

SECTION 5. Failure by an Employee to return to work on the first scheduled work day following expiration of any leave of absence, without good cause acceptable to the City, shall be considered a voluntary quit without notice by such Employee. An Employee who, without permission of the City, accepts employment elsewhere while on a leave of absence shall be considered to have quit voluntarily without notice.

SECTION 6. Upon return from a leave of absence, an Employee will be placed on his former job or on another open job within the Police Department at the City's discretion.

SECTION 7. The City may require proof of physical and/or mental, or emotional ability to perform assigned duties before allowing an Employee to return to work from any medical or other leave of absence.

SECTION 8. Family & Medical Leave Act

a. In addition to all benefits and privileges granted under the Codified Ordinances of the City, employees of the City shall be entitled to twelve weeks of unpaid leave during any 12-month period, as accorded them under the Family and Medical Leave Act of 1993, Public Law 103-3, for any one or more of the following reasons:

(1) The birth of a son or daughter, and to care for the newborn child;
(2) The placement with the employee of a son or daughter for adoption or foster care;
(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
(4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

b. For determining the 12-month period in which the 12 weeks of leave entitlement occurs, the City shall measure the 12-month period forward from the date any employee's first FMLA leave begins.

c. The City shall administer all FMLA leave in a manner consistent with the regulations of Title 29, Part 825 of the Code of Federal Regulations.

ARTICLE XXXI
INTERNAL INVESTIGATIONS

SECTION 1. At the time that any bargaining unit employee is notified to report to the Police Department for an internal investigation, upon his request, he shall be provided with an opportunity, within a reasonable time frame, to contact a Union officer for the purpose of notifying that person that the employee has been so notified.

SECTION 2. A bargaining unit member shall be informed of the nature of the investigation prior to any questioning. If the bargaining unit member requests it, he shall be given a brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated. The bargaining unit member will describe the document sought to be reviewed and the location of such document. If the document is a City document, an investigating officer may accompany the member during his brief search and review. If the document is identified as personal in nature, the member may retrieve the document unaccompanied.

SECTION 3. A bargaining unit member who is questioned as a suspect in an investigation that may lead to criminal charges against him, shall be advised of his rights in accordance with the law.

SECTION 4. Any interrogation, questioning or interviewing of any bargaining unit employee will be conducted, insofar as possible, at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for reasonable periods of time. A bargaining unit employee subject to interrogation may, upon his request, be represented by a Union officer during the interrogation.

SECTION 5. Before a bargaining unit employee may be charged with insubordination or like offense for refusing to answer or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for such a charge.

SECTION 6. When a bargaining unit employee suspected of a violation is being interrogated in an internal affairs investigation, either party may record the interrogation.

SECTION 7. No polygraph or mechanical examinations shall be given for investigative or other purposes, unless requested or agreed upon by the bargaining unit member being questioned.

ARTICLE XXXII
MEDICAL EXAMINATIONS

SECTION 1. Physical and/or mental examinations shall be required of each prospective employee as a part of every pre-employment examination and/or of each employee returning to work from any disability or other leaves of absence.

SECTION 2. In the event of any doubt arising as to the physical, mental or emotional capability of any employee or prospective employee to perform the duties of his or her job, the City may require the employee to submit to an examination by a physician of the City's choosing.

SECTION 3. The cost of any physical and/or mental examination required by the City under Section 2 of this Article shall be borne by the City.

SECTION 4. The results of the examination shall be subject to review and approval by a physician chosen by the City. If after review by a physician chosen by the City there is a conflict, a neutral third physician mutually chosen by the City and the Union will examine the Employee and the neutral physician's decision shall control. The cost of the neutral physician shall be borne equally by the Employee and the City.

SECTION 5. The physical examination records shall be privileged and shall be filed with the individual's personnel file.

ARTICLE XXXIII
JURY DUTY

SECTION 1. An employee who has completed the first sixty (60) days of the probationary period who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the City an amount equal to the difference between the amount of wages (excluding any bonuses, premiums or mileage) the Employee would otherwise have earned by working during straight time hours for the City on that day and the daily jury fee paid by the Court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the City.

SECTION 2. The City's obligation to pay an Employee for jury duty is limited to a maximum of ten (10) work days in any calendar year. In order to receive payment, an Employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claimed such payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty.

SECTION 3. An Employee who is summoned and reports for jury duty and who is excused by 11:00 a.m. shall report to work by 12:30 p.m. An Employee who is excused after 11:00 a.m. shall be credited with a full day's work.

ARTICLE XXXIV
CREDIT UNION

The City agrees to deduct Credit Union savings payments from the wages of any Employee who presents to the City, in accordance with procedures established by the City, a written, signed and dated authorization providing for such deduction. An Employee may withdraw any such authorization at any time by presenting to the City, in accordance with procedures established by the City, a written, signed and dated cancellation of such authorization. At periodic intervals of not less than one month, the City shall issue a warrant or warrants to the Empire Credit Union for the account of the affected Employee in the amount of any such deductions.

ARTICLE XXXV
COLLEGE EDUCATION REIMBURSEMENT PROGRAM

The City of Willard agrees to reimburse the members of the bargaining unit for up to $500 annually each for the expenses (tuition and books) of attending a state accredited institution for classes toward an associate degree or bachelor degree in police science/criminal justice or related field as approved by the City. Reimbursement shall be subject to the employee receiving a passing grade of "C" or better or equivalent passing grade.

ARTICLE XXXVI
REDUCTION IN FORCE & RECALL

SECTION 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123:1-41-22, and all local rules, regulations, and ordinances of the City of Willard governing work force reductions.

SECTION 2. Notice. Whenever the City determines that a reduction in force (i.e. layoff or job abolishment) is necessary, the City shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

SECTION 3. Procedure. When the City determines that a reduction in force or layoff is to be made within the force, the City will determine which job classification(s) will be affected, and it shall occur by length of continuous full-time service in the police department within the affected classification. The member within the affected classification with the least amount of total seniority shall be laid off first.

Prior to a layoff of a bargaining unit member, temporary employees shall be laid off before part-time employees, part-time employees before probationary employees, and probationary employees before any other bargaining unit member.

A bargaining unit member residing in a higher classification (i.e., sergeant) may utilize his seniority to displace a member with less seniority residing in a lower classification. That displacing bargaining unit member shall then be placed in the lower classification and placed in the pay scale at a rate commiserate with his/her seniority. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article XVII of this Agreement.

SECTION 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for one (1) year. When the City determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off. However, a physical examination, as set forth in Article XXX, at the City's expense, shall be required at the time of reinstatement.

If a bargaining unit member who has been laid off withdraws his or her pension fund monies, it shall be assumed that the bargaining unit member means to permanently terminate his/her employment with the City and wished his/her name to be removed from the layoff list and shall lose all seniority and recall rights.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the City advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall or fail to report for work on the day specified in the recall notice shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE XXXVII
HEALTH AND SAFETY

All Employees shall promptly report unsafe conditions to their supervisors. If the supervisor does not abate the problem, the matter should be reported to the appropriate management designee. In such event employees shall not be disciplined for reporting these matters to said designee. The appropriate supervisor shall attempt to abate the problem or will report to the Employee or the Employee representative in three (3) days or less reasons why the problem cannot be abated in an expeditious manner.

ARTICLE XXXVIII
DRUG AND ALCOHOL TESTING

SECTION 1. Bargaining unit members acknowledge that they occupy safety sensitive positions, and as such, they may be subject to drug/alcohol screening or testing on a random basis. In addition to random testing, individualized drug/alcohol screening or testing may be conducted upon the finding of reasonable suspicion. All property belonging to the City is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desks, containers, files and storage lockers.

SECTION 2. Random Testing. The process used for the random drug/alcohol screening or testing shall mirror the process utilized for Commercial Driver License (CDL) holders as mandated by the U.S. Department of Transportation (DOT) as closely as possible. This process includes placing the bargaining unit members into a multi-jurisdictional/-organizational pool, with a percentage of that pool randomly tested on an annual basis, and the testing of those selected for such tests to be conducted at times spread out during the calendar year. In order to select the individuals to be randomly screened for drugs and/or alcohol, members of the bargaining unit shall be included in a pool consisting of all City of Willard employees (part-time, seasonal, volunteer, temporary, and full-time) considered being in safety sensitive positions and subject to submit to random drug/alcohol screening. When selected, bargaining unit members shall be tested on his/her regularly scheduled shift and shall not be subject to taking more than two (2) drug/alcohol screenings during a calendar year. The collection and testing of urine and breath specimens shall otherwise be done in conformance with 49 CFR Part 40.

SECTION 3. Reasonable Suspicion. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

a. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
c. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
d. Information provided either by reliable and credible sources or independently corroborated;
e. Evidence that an employee has tampered with a previous drug test;
f. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;
g. Involvement in an accident resulting in a fatality, serious bodily injury, transport to a medical facility for overnight observation or severe/disabling damage to City equipment.

SECTION 4. Refusal to Test. An employee's refusal will be considered insubordination and will subject an employee to termination. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result.

SECTION 5. Discipline/Rehabilitation

a. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed sixty (60) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time.
b. Covered employee who tests positive, for a second time, on an above-defined drug and alcohol test, will be subject to immediate termination.
c. Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination.

ARTICLE XXXIX
CONTACT INFORMATION

It shall be the responsibility of each employee to keep the City informed of his current address and telephone number where he can be reached or a message left for him. The City shall rely on this address for all notice requirements set forth in this agreement.

ARTICLE XL
RESIDENCY REQUIREMENTS

Bargaining unit members shall comply with the same residency requirements as apply to all other City of Willard employees.

ARTICLE XLI
LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreed day and time, the Director of Safety/Service, the Chief, and/or his designee shall meet with not more than three (3) representatives of the FOP/OLC to discuss those matters addressed in this article. Additional representatives may attend by mutual agreement.

SECTION 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The FOP/OLC shall also supply the names of those FOP/OLC representatives who will be attending. The purpose of such meetings shall be to:

c. Discuss the administration of this Agreement.
d. Notify the FOP/OLC of changes made by the Employer which affect the bargaining unit members;
e. Discuss the grievances which have not been processed beyond the final step of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
f. Disseminate general information of interest to the parties;
g. Discuss ways to increase productivity and improve efficiency;
h. Give the FOP/OLC representatives the opportunity to share the views of their members on topics of interest to both parties; and,
i. Consider and discuss health and safety matters relating to employees.

SECTION 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. FOP/OLC Employee Representatives shall not suffer any loss of pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

SECTION 4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the FOP/OLC, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief of Police. Subjects of immediate concern to the Employer shall be brought to the attention of the FOP/OLC local president.

ARTICLE XLII
MIDTERM DISPUTE RESOLUTION PROCEDURE

SECTION 1. The procedures contained in this Article shall govern mid-contract term disputes arising between the FOP and the City of Willard concerning proposed changes in terms and conditions of employment.

a. In the event the Employer makes or proposes to make any changes in wages, hours, or terms and conditions of employment before the expiration of this Agreement, either party may serve notice upon the other of its desire to negotiate such a change.
b. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this Article.

SECTION 2. At any time after the commencement these mid-term negotiations, if both parties agree that negotiations have reached an impasse, the parties shall submit their 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 (7) 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 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 previously negotiated agreements, shall constitute amendments to the 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 an amended Collective Bargaining Agreement including the award and order of the conciliator and all tentatively agreed upon issue not submitted to the conciliator for resolution.

ARTICLE XLIII
MISCELLANEOUS

SECTION 1. BEARDS. Neatly trimmed full beards or goatees will be permitted to be worn by officers and dispatchers on a year-round basis. Beards and goatees must be kept clean and neatly trimmed, and shall not exceed ¾ inch in length. Beards and goatees shall present a well-kept appearance at all times.

SECTION 2. MINIMUM STAFFING. A minimum staffing of three (3) police department personnel shall be maintained and on duty within the City of Willard or the four surrounding townships on each shift, except for cases of emergency. The Chief and Assistant Chief shall be included as police department personnel in the staffing count.

ARTICLE XLIV
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

SECTION 1. In accordance with Section 4117.10(A) of the Ohio Revised Code (ORC), the following articles and/or sections thereof, as listed below, and as provided within this agreement, specifically supersede and prevail over those corresponding subjects addressed in the Ohio Revised Code Section 9.44, 124.01 through 124.56, 325.19, 4111.03, and Chapter 167 of the Codified Ordinances of the City of Willard.

Contract Article
Article IX, Discipline
Article XI, Grievance Procedure
Article XII, Arbitration
Article XIV, Probationary Period
Article XVII, Overtime
Article XVIII, Holidays
Article XIX, Seniority
Article XXII, Vacation
Article XXX, Leaves of Absence
Article XXXVI, Reduction in Force & Recall

SECTION 2. It is understood that ORC Sections 124.57 and 124.388 shall continue to apply to bargaining unit employees.

ARTICLE XLV
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 such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within a reasonable period of time 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 XLVI
DURATION

This Collective Bargaining Agreement will become effective on December 13, 2011, and shall remain in full force and effect until December 12, 2014 and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify, alter, or amend this Agreement is given in writing by either party at least ninety (90) days before the expiration date.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, affixed their signatures on this Agreement this 12th day of December, 2011, at Willard, Ohio.

FOR THE CITY OF WILLARD:

FOR THE UNION:
FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.

MEMORANDUM OF UNDERSTANDING

It is understood and agreed by both parties that the provisions of Article XVII, Section 2(e) of this Agreement that mandate that sick leave, holidays, and vacation leave will be included into the calculation of overtime shall not be in effect for the first two years of this Agreement, beginning on December 25, 2011. Further, it is agreed by both parties that at on October 1, 2013, this Agreement will be re-opened to discuss and negotiate the continuance of this abeyance for the remaining term of this Agreement.

APPROVED BY:

Fraternal Order of Police/Ohio Labor Council

12-12-11
DATE

Brian Humphress, Willard City Manager
Representing the City of Willard

12-12-11
DATE

MEMORANDUM OF UNDERSTANDING

It is understood and agreed by both parties that on October 1, 2013, this Agreement will be re-opened to discuss and negotiate the subject of Article XXI, Wages.

APPROVED BY:

Fraternal Order of Police/Ohio Labor Council

12-12-11
DATE

Brian Humphress, Willard City Manager
Representing the City of Willard

12-12-11
DATE

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-08-1068
EMPLOYEE ORGANIZATION,	}	11-MED-08-1069
	}	11-MED-08-1070
and,	}	
	}	
CITY OF WILLARD,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

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

cc: Mr. Brian HUmphress
manager@willard-oh.com