



07-23-12  
11-MED-12-1711  
1844-02  
K28663

**AGREEMENT BY AND BETWEEN  
THE CITY OF PORT CLINTON, OHIO  
AND  
THE FRATERNAL ORDER OF POLICE  
LODGE #79**

**Effective through March 31, 2015**

**11-MED-12-1711  
11-MED-12-1712  
11-MED-12-1713**

## **AGREEMENT**

This Agreement is made and entered into at Port Clinton, Ohio this 1st day of April, 2012, by and between the City of Port Clinton pursuant to its authority, herein referred to as "Management," and the Fraternal Order of Police, herein referred to as "Lodge."

## **PURPOSE**

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between Management, its employees and their representatives, and the Lodge.

## TABLE OF CONTENTS

		Page
<b>Article 1</b>	<b>Conflict of Contract and Ordinances</b>	<b>1</b>
	1.1 Legal References .....	1
<b>Article 2</b>	<b>Lodge Recognition .....</b>	<b>1</b>
	2.1 Bargaining Units .....	1
	2.2 Dues Check-Off .....	1
<b>Article 3</b>	<b>Nondiscrimination.....</b>	<b>1</b>
	3.1 Nondiscrimination.....	1
	3.2 Cooperation.....	2
<b>Article 4</b>	<b>Management Rights .....</b>	<b>2</b>
<b>Article 5</b>	<b>Lodge Business .....</b>	<b>2</b>
	5.1 Officer Coordinator.....	2
	5.2 Negotiators .....	3
	5.3 Lodge Meetings.....	3
	5.4 FOP/OLC Meetings .....	3
<b>Article 6</b>	<b>Grievance Procedure .....</b>	<b>3</b>
	Step 1 Shift Sergeant/Immediate Supervisor – Informally .....	4
	Step 2 Shift Sergeant/Immediate Supervisor – Formally.....	4
	Step 3 Chief of Police .....	4
	Step 4 Safety-Service Director .....	5
	Step 5 Arbitration.....	5
<b>Article 7</b>	<b>Class Specifications.....</b>	<b>6</b>
<b>Article 8</b>	<b>Hours of Work and Overtime.....</b>	<b>7</b>
	8.1 Intent of Overtime .....	7
	8.2 Workday and Workweek .....	7
	8.3 Overtime Pay.....	7
	8.4 Pyramiding .....	7
	8.5 Voluntary Overtime .....	7

## TABLE OF CONTENTS

	Page
8.6 Selection.....	8
8.7 Call-In Pay .....	9
8.8 Standby Pay.....	10
8.9 Court Time Pay .....	10
8.10 Training – Education – Certification .....	10
8.11 Special Duty .....	10
8.12 Reserve Officers.....	10
8.13 Shift Preference.....	12
8.14 Port Clinton City School Events .....	12
 <b>Article 9     Discipline and Self-Incrimination.....</b>	 <b>12</b>
9.3 Predisciplinary Conference .....	12
9.4 Personnel Files .....	13
9.5 Performance Evaluations .....	13
9.6 Other Records .....	14
 <b>Article 10    Holidays .....</b>	 <b>14</b>
10.1 Designated Holidays .....	14
10.2 Holiday Pay .....	14
10.3 Option of Day Off.....	14
10.4 Pyramiding .....	15
10.5 Personal Days.....	15
10.6 Designated Days.....	15
 <b>Article 11    Vacations.....</b>	 <b>15</b>
11.1 Vacations.....	15
11.2 Vacation Year .....	15
11.3 Transfer of Days.....	15
11.4 Guarantee .....	16
11.5 Non-Prescheduled Vacation.....	16
 <b>Article 12    Sick Leave.....</b>	 <b>16</b>
12.12 Credit Sick Leave.....	18
 <b>Article 13    Bereavement Leave .....</b>	 <b>18</b>

## TABLE OF CONTENTS

	Page
<b>Article 14</b>	<b>Military Leave .....18</b>
<b>Article 15</b>	<b>Special Leave .....19</b>
<b>Article 16</b>	<b>Insurance .....19</b>
16.1	Premium .....19
16.2	Coverage .....20
16.3	Opt Out Option .....21
16.4	Life Insurance Coverage .....21
<b>Article 17</b>	<b>Bulletin Boards.....21</b>
<b>Article 18</b>	<b>Longevity .....22</b>
<b>Article 19</b>	<b>Vacancies and Promotions .....22</b>
19.1	Filling of Vacancies .....22
19.2	Notification of Reorganization .....22
<b>Article 20</b>	<b>Uniform Allowance .....22</b>
20.1	Coverage .....22
20.2	New Employees .....23
<b>Article 21</b>	<b>No Strike or Lockout .....23</b>
21.1	Strike Prohibition .....23
21.2	Lodge Responsibility .....23
21.3	No Lockout .....23
<b>Article 22</b>	<b>Wages .....23</b>
22.1	Classification and Salary .....24
22.2	Classification Steps .....24
22.3	Pension Contributions .....25
22.4	Shift Differential .....25
22.5	Office-In-Charge (O.I.C.) Compensation .....25
<b>Article 23</b>	<b>Special Work Conditions.....25</b>

## TABLE OF CONTENTS

	Page
23.1 Minimum Patrol Coverage.....	25
23.2 Residency .....	26
23.3 Job Security.....	26
23.4 Layoff and Recall.....	26
23.5 Grooming Standards .....	27
23.6 When Bargaining is Required .....	27
23.7 Notice of Change not Required.....	27
<b>Article 24 Injury Leave .....</b>	<b>27</b>
<b>Article 25 Labor Management Meetings .....</b>	<b>28</b>
<b>Article 26 Duration and Renewal.....</b>	<b>29</b>
26.1 Entire Agreement .....	29
26.2 Duration of Agreement .....	29
26.3 Notice of Bargaining.....	29
26.4 Commencement of Negotiations.....	29
Signatures .....	30
Letter of Understanding (Transitional Duty) .....	31

**ARTICLE 1**  
**CONFLICT OF CONTRACT AND ORDINANCES**

**Section 1.1. Legal References.** This Agreement is subject to all applicable laws or regulations of the State of Ohio, including applicable Ordinances of the City of Port Clinton. Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations. However, such subsequent negotiation shall not require the making of a concession that would have a detrimental impact on the budget or management rights of the City of Port Clinton, Ohio.

**ARTICLE 2**  
**LODGE RECOGNITION**

**Section 2.1. Bargaining Units.** The City of Port Clinton recognizes the Fraternal Order of Police Lodge No. 79 as the exclusive bargaining agent for:

Unit 1: All full-time sworn police officers of the rank of Sergeant.

Unit 2: All full-time sworn police officers of the rank of Patrolman.

Unit 3: All full-time dispatchers, secretaries, and clerk typists.

The positions of Chief of Police and Captain of the Department are explicitly excluded from the above bargaining units and are not covered by the terms and conditions of this Agreement.

**Section 2.2. Dues Check-Off.** The City shall deduct during the life of this Agreement, from wages of full-time employees, membership dues or fair share fees in the Port Clinton FOP for each employee who has signed an authorization card for such a deduction.

Any employee, both present and future, who is not a member of the Port Clinton FOP, shall pay a monthly fee equivalent to the fair share fee paid by a member of the bargaining unit. Such fee to be deducted by the City from the pay of the employee and forwarded to the Port Clinton FOP. Any such fair share fee that is established and collected shall be subject to and administered in strict accordance with Section 4117.09 of the Ohio Revised Code.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1. Nondiscrimination.** The parties hereto agree that neither the Management nor the Lodge shall discriminate against an employee because of his membership or nonmembership in the Lodge or his participation in activities herein prescribed.

**Section 3.2. Cooperation.** The Management, the Lodge, and each employee will cooperate fully to comply with all applicable laws, charter, or constitutional provisions or Ordinances forbidding unlawful discrimination on account of race, color, creed, religion, sex, sexual orientation, age, disability, and/or handicap, political affiliation, or military status.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Unless expressly provided to the contrary by a specific provision of this Agreement, the Management reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operation of the Department of Police of the City of Port Clinton.

Such rights shall include, but are not necessarily limited to, the following:

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline.
- B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or demote officers, or to layoff, terminate or otherwise relieve officers and/or employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of officers required.
- E. To establish basic and in-service training programs and requirements for upgrading officers and employees.
- F. To take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Department of Police for the City.

**ARTICLE 5**  
**LODGE BUSINESS**

**Section 5.1. Officer Coordinator.** The Lodge may appoint one (1) member to be designated as the Officer Coordinator and an alternate to replace the Coordinator when he is absent. The authorized functions of the Officer Coordinator are the following:

- A. Attendance at Employee Relations Committee meetings;
- B. Posting of Lodge notices on the bulletin board;
- C. Representing the Lodge in investigating and processing of grievances beginning at Step 3 of the grievance procedure;

- D. Notifying Management (as the authorized Lodge representative) of the Lodge's intent to invoke any steps of the grievance procedure beyond Step 3;
- E. General supervisory review of grievance;
- F. Acting as liaison between the Management and the Lodge.

The Officer Coordinator shall be released from his normal duty hours upon determination by the City Safety-Service Director as to the need to participate in meetings and discussion with regard to the aforementioned problem areas without loss of pay or benefits. In no event shall the Officer Coordinator receive overtime payment to conduct Lodge business or process grievances.

**Section 5.2. Negotiators.** Reasonable provisions shall be made by the Management so that Lodge bargaining unit representatives selected by the Lodge as representatives on their negotiating committee shall be made available for negotiating purposes. Police emergencies or work necessity shall take precedence over negotiation meetings.

**Section 5.3. Lodge Meetings.** Lodge members shall be allowed to attend one monthly Lodge meeting during work hours. The duration of the monthly Lodge meeting shall not exceed one hour. Police emergencies or work necessity shall take precedence. Additional meetings and/or meetings in excess of one hour may be attended at the discretion of the Safety-Service Director.

**Section 5.4. FOP/OLC Meetings.** Five (5) days per year will be granted to the Fraternal Order of Police, Lodge #79 to be used by their designated member to participate in FOP seminars and labor relations schools and seminars and local contract business.

Lodge #79 shall give the Chief of Police at least five (5) days advance notice if the days are to be used for FOP seminars and labor relations schools and seminars. The designated member shall be entitled to the above time off with pay at the normal rate.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**Section 6.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP that there has been a violation of the terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, nor those matters which are controlled by the provisions of federal and/or state laws and/or by the Constitution of the United States.

**Section 6.2.** A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the Officer Coordinator will process the grievance.

**Section 6.3.** All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

**Section 6.4.** Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

**Section 6.5.** It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP to affect the resolution of grievances at the earliest step possible. Whenever used in this procedure, unless specified otherwise, "day" shall mean "calendar day." "Working days" shall be defined as scheduled workdays of the moving party. Grievances shall be resolved as follows:

**Step 1:** Shift Sergeant/Immediate Supervisor – Informally: Any employee or group of employees shall have the right at any time to present problems informally to their immediate supervisor and have such grievance adjusted without intervention of the Officer Coordinator, provided the adjustment is not inconsistent with the terms of this Agreement, and further providing that the Officer Coordinator has been given the opportunity to be present at such adjustment. If no satisfactory adjustment is reached and they wish to pursue the grievance further, the grievance shall be put in writing and given to the Office Coordinator, who shall present it to their immediate supervisor. The grievant or his representative may, with the approval of the immediate supervisor, request in writing a waiver of any steps in order to reach the level of management necessary to have the authority to resolve the grievance.

**Step 2:** Shift Sergeant/Immediate Supervisor – Formally: The aggrieved employee or group of employees shall reduce their grievance to writing on forms supplied by the Lodge and shall present the form to the Officer Coordinator to present it to their immediate supervisor. The time limit for filing a written grievance shall be ten (10) working days of the occurrence of the incident that gave rise to the grievance. The immediate supervisor shall reply in writing to the grievant by the end of the fifth (5th) working day after it has been presented to the supervisor. If the grievance is not advanced to the third step of the procedure within five (5) working days after receipt of the decision rendered in the second step, the grievance shall be considered to be satisfactorily resolved.

**Step 3:** Chief of Police: If appealed to Step 3, it shall be referred to the Chief of Police. The Chief of Police may hold a grievance meeting within five (5) working days following receipt of the appeal. The Chief of Police shall reply to the grievant and the Officer

Coordinator, in writing, within five (5) working days after the grievance meeting, or five (5) working days after receipt of the grievance, if a hearing is not held.

If the grievance is not appealed to the fourth (4<sup>th</sup>) step within five (5) working days after receipt of the decision of the Chief of Police, the grievance shall be considered to be satisfactorily resolved.

Step 4: Safety-Service Director: If appealed further, the grievance, along with all pertinent correspondence, shall be submitted in writing to the Safety-Service Director. The Safety-Service Director shall personally, or through his designee, investigate and hold a grievance meeting within seven (7) working days of the receipt of the appeal, unless otherwise agreed by the parties. He shall reply in writing to the grievance within five (5) working days after the completion of the meeting. Both the Lodge and the Management may have representatives of their choice at such meetings.

Step 5: Arbitration: A grievance unresolved at Step 4 may be submitted to arbitration upon notification of the FOP/OLC in accordance with this section of this article.

The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer at Step 4, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

A. The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from AAA. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from AAA another list of fifteen (15) arbitrators.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

B. 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. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, if any, shall be borne equally by the parties. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript(s). Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 6.6.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

**Section 6.7.** Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to up to Step 4 of the grievance procedure, but shall not be appealed to Step 5.

**Section 6.8.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed-upon by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. The location where the grievance occurred;
- F. A description of the incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated;
- H. Desired remedy to resolve the grievance.

The FOP shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

**Section 6.9.** Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any bargaining unit employee may be appealed directly to Step 4 of the grievance procedure.

## **ARTICLE 7** **CLASS SPECIFICATIONS**

The Management will furnish the Lodge with a copy of the class specifications and rate of pay when a new classification is established.

The rate of pay for new classifications shall be the same as practical to existing classifications with a similar work requirement.

The Management will provide proper and adequate orientation and training to employees when assigned new, different or additional duties or job assignments.

## **ARTICLE 8** **HOURS OF WORK AND OVERTIME**

**Section 8.1. Intent of Overtime.** This article is intended to define the normal hours of work and provide the basis for the calculation of payment of overtime.

- A. Patrol Division overtime will be made available to full-time certified Police Department employees on a first-refusal basis before being offered to part-time or reserve personnel. Members of the bargaining unit that utilize sick time in any twenty-four (24) hour period (defined as the start of each employee's scheduled shift) shall not be entitled to any overtime hours worked during that twenty-four (24) hour period.

**Section 8.2. Workday and Workweek.** The work schedule of the Department shall consist of eight (8) hour shifts, the starting and quitting times to be established by Management. Eight (8) consecutive hours of work shall constitute a normal workday. Forty (40) hours of work per week shall constitute a normal workweek.

**Section 8.3. Overtime Pay.** An employee working in excess of eight (8) hours on an assigned shift will be compensated at the rate of one and one-half (1½) times his/her base rate for all such excess time. Any employee who works on his/her normal scheduled day off shall be compensated at the rate of one and one-half (1½) times his/her base rate for all such time worked.

**Section 8.4. Pyramiding.** There shall be no pyramiding of overtime for the same hours worked.

**Section 8.5. Voluntary Overtime.** Overtime shall be voluntary and not required except in situations which are deemed an emergency by Management. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment, or except that inability to work based on illness shall not require the employee to use sick leave. The following is the policy for ordering officers in for overtime:

- A. Full-Time Road: Voluntary overtime is first offered to the officer on that shift who is on their day off. If two (2) officers are off on the same shift, the most senior officer based on classification seniority is offered the overtime first, then the junior officer, then by classification seniority. It would then be offered to full-time certified dispatchers, then to any reserve that is certified and road cleared. Road overtime available to dispatchers shall be offered first to the full-time dispatcher scheduled off that day, then by seniority.
- B. Mandatory Overtime: If the shift cannot be filled per (A) above, the officer with the least classification seniority is ordered in. The officer(s) on their day off would be contacted last, using reverse classification seniority.
- C. Dispatch: Overtime is offered first to the full-time dispatcher scheduled off that day, then by seniority. Mandatory overtime is filled in the same manner as the road officers.

**Section 8.6. Selection.** Prescheduled overtime opportunities for the patrol division shall be made available first to the officer scheduled off that day on the shift on which the overtime occurs. If that officer declines to work the overtime, it will be made available to other full-time officers by classification seniority. Overtime assignments not filled by full-time officers within ten (10) days of the scheduled vacancy will be made available to other full-time, certified Police Department employees. Full-time officers may have bumping rights up to three (3) days prior to the vacancy in manner described above. The officer bumping must notify the person and Chief of Police they are bumping from the work schedule of the change in work schedule.

Prescheduled overtime assignments not filled by other full-time, certified Police Department employees within five (5) days of the scheduled vacancy may be filled as follows:

When a vacancy occurs on a dispatcher's shift that is normally filled by a full-time dispatcher, then full-time dispatchers shall have the first opportunity to fill the vacancy. The full-time dispatcher scheduled off that day would have the first opportunity at the overtime; it will then be offered by classification seniority. This provision shall not apply to the replacement of a reserve dispatcher who calls in sick and other reserve dispatchers are available to cover the absence. A full-time dispatcher cannot trade with a reserve dispatcher.

In the event that a reserve dispatcher calls in sick for one (1) of his or her scheduled days, Management shall replace them with another reserve dispatcher. If in the event there are no other reserves available to work the slot, the time shall be turned over to the full-time dispatchers for overtime.

This language shall not affect any time that would normally be filled as overtime by full-time dispatchers such as sick days, vacation, personal days, etc. Management shall have the right to use reserves in these slots once all full-time dispatchers have declined the overtime in these situations.

- A. Assignment by the Chief of Police.
- B. Filled by reserve police officers.

Unscheduled overtime for the patrol division which is made available on a shift due to illness or injury shall be made available, by the officer-in-charge, to full-time officers in the following manner:

When a vacancy occurs, the first officer to be called will be the officer scheduled off on that day on that shift. After an attempt has been made to contact that officer, the vacancy will be made available to other full-time officers by classification seniority. After attempts have been made to contact all full-time officers by classification seniority and the vacancy still has not been filled, the vacancy will be made available to full-time certified employees of the Police Department by classification seniority.

If the vacancy is not filled by full-time certified employees of the Police Department, the vacancy will be made available to the reserve police officers, or filled by assignment by the Chief of Police or his designated authority.

Officers who are scheduled off (i.e., vacation, sick, holiday, personal days) will not be contacted during the above overtime call-out procedure, unless specified to be contacted by the Chief of Police or his designated authority.

In the event of a vacancy of five (5) working days or more attributed to an extended vacancy due to termination, prolonged illness, or injury, Management reserves the right to assign full-time certified Police Department employees as needed. If filling a vacancy will require overtime, then the vacancy shall be filled in the manner provided by Section 6 for unscheduled overtime.

When a dispatcher who is a full-time certified officer replaces a full-time officer in a patrol position, he/she shall be paid the rate of a Patrolman Step Two. If he/she works the patrol position on an overtime status, he/she shall be paid one and one-half (1 1/2) the Patrolman Step Two rate of pay.

When a vacancy occurs on a dispatcher's shift that is normally filled by a full-time dispatcher, then full-time dispatchers shall have the first opportunity to fill the vacancy. The full-time dispatcher scheduled off that day would have the first opportunity at the overtime; it will then be offered by seniority.

**Section 8.7. Call-In Pay.** Call-in pay is defined as payment for work assigned by Management or their designated representative and performed by an employee at a time disconnected from his/her prescheduled normal or special assignment hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1 1/2) times the normal rate of pay with a minimum of three (3) hours' pay.

**Section 8.8. Standby Pay.** Standby pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during his/her normal off-duty hours. An employee shall be considered to be in standby status when they are notified by the Chief of Police or his designee that he/she is on standby and shall terminate when he/she is notified that he/she is no longer on standby.

Employees in standby status will be paid one-quarter (¼) of the time actually on standby, at his/her straight time rate.

**Section 8.9. Court Time Pay.** Whenever it is necessary for an off-duty employee to appear in Municipal Court or any other official court on matters pertaining to or arising from police business, the employee shall prepare an overtime record form and submit it to the Chief of Police for approval. The off-duty employee shall be compensated at the rate of one and one-half (1½) times the normal rate of pay with a minimum of two (2) hours' pay.

**Section 8.10. Training-Education-Certification.** Employees required to receive mandatory training, education, certification or recertification, shall be compensated at one and one-half (1½) times his/her base rate of pay for all overtime hours required for these purposes.

All training, education, certification or recertification that is not mandatory shall be compensated at straight time base rate for actual hours required for these purposes.

**Section 8.11. Special Duty.** Special duty assignments will be offered to full-time certified employees of the Port Clinton Police Department at a rate of one and one-half (1½) times their regular rate of pay per hour before being offered to the Port Clinton Police Department part-time personnel and/or Port Clinton Police Department reserve officers. These assignments shall consist of football and basketball games, and any assignments for which the Port Clinton Police Department is asked to provide special duty employees.

Special duty assignments not filled by full-time employees within seven (7) calendar days of the scheduled duty will be offered to part-time employees and/or reserve officers.

Employees signed up to work special duty assignments will maintain bumping rights as outlined in Section 8.6, Selection.

**Section 8.12. Reserve Officers.**

- A. The Chief reserves the right to fill vacancies for the harbor patrol, in accordance with this article, in order to maintain the following minimum staffing; at least 12 hours each weekend during the boating season; at least 20 hours each of the summer holiday weekends (Memorial Day, July 4th, Labor Day); and in the case of emergency as determined by Management.
- B. In order to maintain their training and skills, reserve officers, other than full-time certified dispatchers/clerks/typists, will be allowed to work as a supplement to the fully scheduled compliment of road officers, not to exceed twenty-four (24) person hours per week.
  - 1. Twelve (12) hours will be made available to the reserve officers between 2100 hours and 0300 hours on Friday and Saturday nights.

2. Twelve (12) hours will be made available to reserve officers by Management at their discretion, however, not to violate any terms or conditions within the current contract.
    - (a) It is understood by all parties that it is necessary to complete work started at or near the end of a shift.
    - (b) When a task that must be completed requires a reserve officer to work beyond their assigned time slot, such excess time will not be deducted from the time allotted for reserve road duty.
  3. The reserve officers assigned to these time slots will not be used to replace a full-time certified police department employee who might otherwise be called to duty under the terms of the contract. (If a full-time, certified Police Department employee would have been called to duty in the absence of this agreement, then such full-time, certified Police Department employee will be called to duty regardless of the presence of a reserve officer who is working under this agreement.
- C. In order to maintain their certification (ASP, CPR, BAC, firearms, etc.), reserve officers will be allowed to be paid for all hours required for the purpose of certification.
- D. Full-time dispatchers/clerks/typists will be officer-in-charge and will be entitled to O.I.C. rate of pay when such officer is the senior road patrol officer on duty. A full-time certified dispatcher/clerk/typist that is working road patrol will always be senior to any reserve officer on duty.
- E. Reserve Officers will not be allowed to replace full-time certified Police Department employees for overtime purposes per Section 8.1 (A) of the contract until all full-time certified Police Department employees have had an opportunity to work said overtime.
- F. The City will take no action whatsoever that would arbitrarily deny to the full-time dispatchers/clerks/typists any rights to which they are entitled under the terms of the contract. Specifically, this subsection is intended to guarantee to full-time dispatchers/clerks/typists that the City will take no action that would arbitrarily remove or otherwise deny reserve police status to any full-time dispatchers/clerks/typists.

**Section 8.13. Shift Preference.** Employees will submit their request for their shift of preference three (3) times a year: no later than April 1, August 1, and December 1, to be effective May 1, September 1, and January 1, respectively. Employees will receive their shift of preference using their total classification seniority. The Employer reserves the right to make temporary reassignment for emergency situations (e.g., new-hire training, hardships).

**Section 8.14. Port Clinton City School Events.** When an officer is scheduled to work a special event for the Port Clinton City Schools that falls on a holiday, i.e.,: Basketball and/or Football games, the officer will be paid a rate of pay at 1½ times the normal rate of pay rather than the

contractual 2 ½ times their regular rate of pay. The holiday special rate of pay included herein is limited to and only applicable to work done for a special event on a holiday at the Port Clinton City Schools. This provision does not affect any other pay on holiday. If an officer is scheduled off on a holiday and works a school event on that holiday, the officer would still accumulate the entire eight (8) hours on that holiday since he is not working for holiday pay.

## **ARTICLE 9**

### **DISCIPLINE AND SELF-INCRIMINATION**

**Section 9.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, or discharged except for just cause. The Employer may take this type of action while the employee is on duty or off-duty representing himself as an employee of the Police Department. The employee may not be disciplined for actions on his own personal time that do not violate department rules and regulations or any local, state, or federal statutory provisions. Forms of disciplinary action are:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Reduction in classification
5. Discharge from employment

**Section 9.2.** Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 9.3. Predisciplinary Conference.** Whenever the Employer or his designee determines that an employee may be disciplined for just cause (including only suspensions, reductions, or termination), the Employer or its designee will notify the employee that he is entitled to a predisciplinary conference in accordance with federal law. The employee may waive the conference, if he so desires, in writing.

**Section 9.4. Personnel Files.** An employee shall be allowed to review his/her personnel file at any reasonable time upon request to the Chief of Police or Safety-Service Director.

If upon examining his/her personnel file any bargaining unit member believes that there are inaccuracies in documents contained therein, he/she may write a memorandum to be placed in the file explaining the alleged inaccuracies.

Items contained in any employee's personnel file shall only be released per O.R.C. 149.43, and particularly the following shall not be released:

1. the address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;

2. information compiled from referral to or participation in an employee assistance program;
3. the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
4. the name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;
5. the identity and amount of any charitable or employment benefit deduction made by the peace officer's employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;
6. the name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of a spouse, a former spouse, or any child of a peace officer

Verbal reprimands and written reprimands shall be removed from the employee's personnel file and cease to have force and effect after two (2) years from the date of the discipline, providing there is no intervening disciplinary action taken during that time period.

Any suspensions or demotions shall be removed from the employee's personnel file and cease to have force and effect after four (4) years, if no further disciplinary action of the same type of infraction occurs.

**Section 9.5. Performance Evaluations.** Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once signed by the employee. Employees shall receive a copy of their evaluation.

**Section 9.6. Other Records.** Unsubstantiated or unproved allegations of misconduct made against an employee and appearing in the files of Internal Affairs shall not be used in any disciplinary action nor be voluntarily shared outside the Department of Police.

## **ARTICLE 10** **HOLIDAYS**

### **Section 10.1. Designated Holidays.**

The following days are recognized as paid holidays for all full-time employees and will be covered by the procedures set forth in this article.

New Year's Eve Day

December 31

Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

For those employees that normally work other than Monday through Friday, New Year's Eve Day, Independence Day, Veteran's Day, and Christmas Day will be observed on the actual day of the holiday. For those employees that normally work Monday through Friday, the following shall apply:

In the event that any of the aforementioned holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 10.2. Holiday Pay.** Full-time employees who are required by Management to work on holidays shall be entitled to two and one-half (2½) times their regular rate of pay for time worked on such holidays. If an employee's work schedule is other than Monday through Friday, he/she shall be entitled to a day off with pay for holidays observed on his/her day off regardless of the day of the week on which they are observed. Such days off may be taken with the approval of Management, and such day off must be taken within six (6) months of the holiday.

Nonessential personnel, as defined by the chief, have the option to take a holiday off and receive their regular holiday pay, or, nonessential personnel may work the holiday and receive their regular straight time pay and accumulate the holiday to take off at a mutually agreed time prior to the end of the calendar year in which the holiday falls.

**Section 10.3. Option of Day Off.** Full-time employees who are required by Management to work on holidays may request of Management to take the day off with pay at the normal rate. Management shall have the right to deny any request from an employee to take a holiday off.

**Section 10.4. Pyramiding.** There shall be no pyramiding of hours for holiday pay. Employees called in to work on holidays shall be paid two and one-half (2½) times their regular rate of pay for hours worked and their normal holiday hours shall be reduced by the hours actually worked.

**Section 10.5. Personal Days.** Each full-time employee shall be entitled to three (3) days per year of their choice in addition to the holidays specified in Section 10.1 above.

**Section 10.6. Designated Days.** On any day or partial day designated by Management as a day or partial day off for City employees, Police Department employees will be given the day or partial day off if scheduling permits, or equal compensatory time at a later date.

**ARTICLE 11**  
**VACATION**

**Section 11.1. Vacations.** Each full-time employee shall receive vacation as follows:

1. One year and subsequent years up to seven years, eighty (80) hours vacation with pay.
2. Seven years and subsequent years up to fifteen years, one hundred and twenty (120) hours vacation with pay.
3. Fifteen years and subsequent years up to twenty-two years, one hundred and sixty (160) hours vacation with pay.
4. Twenty-two years and subsequent years up to twenty-eight years, two hundred (200) hours vacation with pay.
5. Twenty-eight years and subsequent years, two hundred and forty (240) hours vacation with pay.

**Section 11.2. Vacation Year.** Such vacation leave shall accrue to the employee upon each successive annual recurrence of the anniversary date of his employment; however, the anniversary date may be deferred because of periods of time in which the employee is not on active pay status.

Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his employment. However, employees have the option of cashing in up to five (5) days of unused vacation prior to their anniversary date each year. Vacation cash-in will be paid with the first full pay period following the employee's anniversary date.

**Section 11.3. Transfer of Days.** If an employee is transferred within the Department, any unused vacation days which he may have accumulated shall continue to be available for his use. In the case of death, resignation or layoff of any employee, there shall be paid to him, his widow or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate him for vacation leave which has accrued in accordance with this article.

**Section 11.4. Guarantee.** An employee shall be guaranteed his vacation once declared and ten (10) days have elapsed after acceptance by Management regardless of transfers, and shall not be changed unless by mutual agreement of both the Employer and the employee. Emergency situations as determined by Management are exempt under the intent of this section. If, due to an emergency, vacation is denied an employee, such days may be rescheduled upon the mutual agreement of the Employer and the employee.

**Section 11.5. Non-Prescheduled Vacation.** Employees who request vacation for a period of time other than covered by Section 11.4 above must request same in advance of taking such leave for approval by Management.

**ARTICLE 12**  
**SICK LEAVE**

**Section 12.1.** Upon execution of this Agreement, each employee while in active pay status shall earn sick leave credit at .0576 hours for each hour of service. For purposes of this article, active pay status shall include all hours worked, paid holiday, vacation leave status, and sick leave. Sick leave shall not accrue while an employee is in any unpaid status including leave of absence, layoff, or suspension.

**Section 12.2.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

**Section 12.3.** This section describes the uses of sick leave:

- A. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
  - 1. Illness or injury of the employee;
  - 2. Illness or injury to a member of the employee's immediate family requiring the presence of the employee;
  - 3. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
  - 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
  - 5. Pregnancy and/or childbirth and other conditions related thereto;
- B. For purposes of this section, the definition of immediate family is as follows: spouse, child, mother, father, legal guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, or other person who stands in the place of a parent.
- C. The Employer reserves the right to investigate and verify any employee absence.
- D. Unauthorized Uses. It is the policy of the Employer to take corrective and/or disciplinary action for unauthorized use of sick leave.

**Section 12.4.** Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 12.5.** When an employee is unable to report to work, he shall notify the Employer not less than one (1) hour before the time he is scheduled to report to work, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with his immediate supervisor.

**Section 12.6.** Application for sick leave with intent to defraud may result in disciplinary action.

**Section 12.7.** Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 12.8.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The employee may also choose to be examined by his own licensed physician at his own expense. If the diagnosis of the employee's physician differs from the Employer's physician, the two (2) physician(s) shall select a third physician and his diagnosis shall be binding. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of the first examination shall be paid by the Employer, and the physician will send the Employer the results of any examination. The cost of the third physician shall be shared equally by the employee and Employer.

**Section 12.9.** The day the employee returns to work, the employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave and state the nature of the injury or illness. The Employer may, when an employee utilizes sick leave for medical appointments or when an absence is more than three (3) consecutive days, require the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the nature of the illness or injury and the expected return-to-work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

**Section 12.10.** Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave, vacation leave credits, and Family Medical Leave, may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided for in this Agreement.

**Section 12.11.** Full-time employees with twenty (20) years or more service, or upon retirement, who leave employment with the City for reasons other than termination of employment by the City of Port Clinton, shall be paid for fifty percent (50%) of his or her accumulated unused sick leave up to a maximum accumulation of 1500 hours. Maximum hours paid will be 750 hours.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

**Section 12.12. Credit Sick Leave.** Each six months of the calendar year if an employee does not use sick leave according to the schedule below, the employee will be granted credit sick leave (CSL) days accordingly. For the first six months these days will be credited in July of the same year. For the second six month period these days will be credited in January of the succeeding year and must be used by June 30 of that year. The leave must be requested in advance and be approved by Management.

<u>Sick Leave Used</u>	<u>CSL</u>
0 sick leave hours	24 hours
one (1) to eight (8) sick leave hours	16 hours
nine (9) to sixteen (16) sick leave hours	8 hours

Absences that qualify for Bereavement Leave shall not count as an absence for the purpose of this section.

### **ARTICLE 13** **BEREAVEMENT LEAVE**

**Section 13.1.** All regular full-time employees shall be granted three (3) days funeral pay to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, or any other person residing in the household of the employee.

**Section 13.2.** At the discretion of the Safety Service Director, additional funeral leave, charged to accumulated sick leave, may be granted.

### **ARTICLE 14** **MILITARY LEAVE**

**Section 14.1.** Military leave shall be granted in accordance with applicable federal and state law.

### **ARTICLE 15** **SPECIAL LEAVE**

Leaves without pay for personal reasons may be granted upon request and approval by the Director of Public Safety and Services for periods not in excess of thirty (30) calendar days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of thirty (30) calendar days with the express approval of the Director of Public Safety and Service. Upon return from such leave, the employee will be reinstated in his old position or one of equal grade.

**ARTICLE 16**  
**INSURANCE**

**Section 16.1. Premium.**

- A. Effective June 1, 2012, bargaining unit members shall have the same health insurance, including surgical, dental, vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including all managerial employees). Eligible employees will have a network deductible responsibility of \$200.00 for single coverage and \$400.00 for family as part of the medical and Rx coverage provided by the City. The City will cover approved network claims in excess of the employee deductible. The City may choose to cover claims via fully insured, self-funded, health reimbursement accounts, or any administrative combination thereof. In addition, the monthly employee premium for all of the above listed benefits shall be eleven percent (11%). The City shall pay eighty-nine (89%). The City's portion of the deductible will be paid prior to the employee's.
- B. Effective June 1, 2013, bargaining unit members shall have the same health insurance, including surgical, dental, vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including all managerial employees). Eligible employees will have a network deductible responsibility of \$375.00 for single coverage and \$750.00 for family as part of the medical and Rx coverage provided by the City. The City will cover approved network claims in excess of the employee deductible. The City may choose to cover claims via fully insured, self-funded, health reimbursement accounts, or any administrative combination thereof. In addition, the monthly employee premium for all of the above listed benefits shall be twelve percent (12%). The City shall pay eighty-eight percent (88%). The City's portion of the deductible will be paid prior to the employee's.
- C. Effective June 1, 2014, bargaining unit members shall have the same health insurance, including surgical, dental, vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including all managerial employees). Eligible employees will have a network deductible responsibility of \$550.00 for single coverage and \$1,100.00 for family as part of the medical and Rx coverage provided by the City. The City will cover approved network claims in excess of the employee deductible. The City may choose to cover claims via fully insured, self-funded, health reimbursement accounts, or any administrative combination thereof. In addition, the monthly employee premium for all of the above listed benefits shall be thirteen percent (13%). The City shall pay eighty-seven percent (87%). The City's portion of the deductible will be paid prior to the employee's.
- D. Within thirty (30) calendar days of the ratification of the Agreement, a health care committee (HCC) shall be formed with one (1) representative from the Union, one (1) representative from any other City bargaining unit, one (1) non-Union employee, and up to three (3) administrative personnel. The purpose of the HCC is to evaluate the current health care plan and to recommend changes in order to keep health care premium costs for both the employee and the Employer within reasonable limits for 2013 and 2014. Said health committee shall

make timely recommendations to the City Council and Mayor, prior to the next benefit year and in time for consideration of said recommendations.

**Section 16.2. Coverage.**

- A. Employees and members of their families shall have the right to go to providers outside of the plan, but if they do so, the City and the employees will pay as provided in the plan.
- B. For purposes of maximizing negotiating leverage for health care coverage, bargaining unit employees will be provided the same plan(s) as provided for all non-bargaining unit employees, but in accordance with the caps and/or reimbursement rates provided for in A and B above.

**Section 16.3. Opt out Option.** Employees will have the option to opt-out of the health care plan offered by the city at the open enrollment date or upon a qualifying event provided they are able to prove they have health care insurance available to them from another source. The employee will receive compensation of 50% of what the city's cost would have been to provide the employee with the city's offered health care plan. The compensation received as a result of the opt-out option shall be taxed as income and will not be eligible for OPERS wages.

**Section 16.4. Life Insurance Coverage.** The City shall provide life insurance coverage for each full-time employee at a minimum level of \$25,000.

**Section 16.5.** The Employer will establish a Section 125 Plan for employee insurance contributions.

**ARTICLE 17**  
**BULLETIN BOARDS**

Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Lodge for posting notices of the following types:

- 1. Recreational and social events.
- 2. Elections and election results.
- 3. General membership meetings and other related business meetings.
- 4. General Lodge business of interest to members.

Notices must be reviewed with the Chief of Police and/or the Safety-Service Director and any bulletins or notices considered inflammatory, political or devoted to union organizing and grievance matters will not be permitted on City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by Management.

**ARTICLE 18**  
**LONGEVITY**

In addition to the salary specified in Article 21, every employee covered by this Agreement shall receive longevity payment for actual time spent as a full-time employee of the Port Clinton Police Department in the amount of seven dollars (\$7.00) per month for every year of service completed, after completion of three (3) years' service.

When a change in the payment to an employee occurs during a pay period due to an anniversary date of the employee, the rate of payment will be prorated at the amounts applicable BEFORE and AFTER the ANNIVERSARY DATE.

For the purpose of determining eligibility for the payment provided in this article, an employee shall be credited with a complete month of service if he works or is paid one-half (1/2) or more of his scheduled workdays in any one month.

In the event that an employee who is eligible for the above payment terminates his employment during the term of this Agreement, the payment provided for herein shall be prorated for the period of his employment.

For purposes of this article, actual time spent as a full-time employee shall mean continuous employment for the period of time commencing with the start of the current employment period.

**ARTICLE 19**  
**VACANCIES AND PROMOTIONS**

**Section 19.1. Filling of Vacancies.** Whenever Management determines that there is a vacancy in a classification that Management desires to fill, whether the vacancy occurred through promotion, retirement, resignation or creation of new positions or reorganization, said vacancy shall be filled as soon as is practicable after Management's determination to fill the vacancy; provided this shall not supersede any Civil Service laws or regulations and shall not affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to the City Council.

**Section 19.2. Notification of Reorganization.** Management shall notify the Lodge, in writing and in advance of the action, of its intention to reorganize the Department, to substantially modify the functions of any position, or to eliminate any established job classification, or to lay off any employees.

**ARTICLE 20**  
**UNIFORM ALLOWANCE**

**Section 20.1. Coverage.** The City shall provide to all full-time certified police officers, full-time dispatchers, and full-time Parking Enforcement Officers an annual clothing allowance of \$700.00 payable by February 15 each year of the Agreement. Any bargaining unit member hired after February 15<sup>th</sup> shall not be eligible to receive the clothing allowance of \$700.00 until February 15<sup>th</sup> of the following year.

The above uniform allowances shall be for the purchase, replacement, and maintenance of uniforms and job-related equipment as used by such officers, dispatchers, or Parking Enforcement Officers while in performance of his or her official duties.

**Section 20.2. New Employees.** Each newly hired full-time certified officer or dispatcher of the Police Department shall receive three hundred dollars (\$300.00) for the initial purchase of such clothing as is worn by such employee in the performance of his/her official duties. This allowance shall be in addition to the above yearly replacement and maintenance allowance, and the procedures set forth in Section 20.1 also apply to this three hundred dollar (\$300.00) payment.

**Section 20.3.** Management shall provide all full-time Police Department employees with any rank insignia, years-of-service bars, collar brass, nameplate, or any other required equipment (excluding duty weapon) worn on the uniform by the department.

**Section 20.4.** Management will replace all worn duty leather that is required by the City for all full-time certified police department employees. Employees are required to present all worn duty leather to the Chief or designee for inspection and replacement approval. Those employees that choose to carry their own duty weapon and/or other weapon shall provide all repairs to the weapon and replace all duty related leather and at their own expense, and/or purchased from their uniform allowance.

## **ARTICLE 21**

### **NO STRIKE OR LOCKOUT**

**Section 21.1. Strike Prohibition.** The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

**Section 21.2. Lodge Responsibility.** In the event that any employee in the bargaining unit is engaged in any violation of Section 21.1, the Lodge shall, upon notification of Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation of Section 21.1. If the Lodge carries out its obligations under this Section in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

**Section 21.3. No Lockout.** The City shall engage in NO LOCKOUT of employees in the bargaining unit.

## **ARTICLE 22**

### **WAGES**

**Section 22.1. Classification and Salary.** Employees covered by this Agreement shall be paid an hourly rate in accordance with the following classification and wage scale:

HOURLY WAGE SCALE

<u>Classification</u>	<u>Effective</u> <u>04/01/12</u> 0%	<u>Effective</u> <u>04/01/13</u> 2%	<u>Effective</u> <u>04/01/14</u> 2%
-----------------------	---	---	---

Dispatcher, Secretary, Clerk/Typist:

Step 1	15.80	16.12	16.44
Step 2	17.23	17.57	17.92
Step 3	18.66	19.03	19.41

Police Patrol Officer:

Step 1	16.87	17.21	17.55
Step 2	19.11	19.49	19.88
Step 3	21.36	21.79	22.23
Step 4	23.58	24.05	24.53

Police Sergeant:

Step 2	24.45	24.94	25.44
Step 3	24.80	25.30	25.81

**Section 22.2. Classification Steps.** All employees shall start at Step One (1) of the classification they are employed in. After completion of two (2) years' employment, they shall advance to Step Two (2) and after completion of four (4) years employment, they shall advance to Step Three (3). Patrol officers will advance to Step 4 after completion of five (5) years of employment.

This does not apply to the Sergeants' position. Sergeants start at Step Two (2) and after completion of one (1) year in that position advance to Step Three (3). Employees receiving a promotion will enter the new wage scale at the step that gives them an increase in pay over their current rate.

When a Dispatcher accepts a promotion to Police Officer, the Dispatcher would be placed on the Police Officer pay scale at the Step that gives them an increase in pay.

**Section 22.3. Pension Contributions.** The parties agree that the employee's contribution to the Police and Firemen's Disability and Pension Fund and the Public Employees Retirement System will, for tax purposes, be paid by the employer.

The employer's share of the Police and Firemen's Disability and Pension and the PERS contribution shall not increase due to this provision, nor shall any employee's salary change due to this provision.

This provision shall take effect upon approval of the Internal Revenue Service and the Police and Firemen's Disability and Pension Board and the PERS Board.

**Section 22.4. Shift Differential.** Full-time employees who are assigned to work the second shift (currently 3:00 p.m.– 11:00 p.m.) or the intermediate shift (currently 11:00 a.m. to 7:00 p.m.) shall receive seventy cents (\$.70) per hour shift differential premium for each actual hour worked on said shift.

Employees who are assigned to work the third shift (currently 11:00 p.m. to 7:00 a.m.) or the intermediate shift (currently 7:00 p.m. to 3:00 a.m.) shall receive one dollar (\$1.00) per hour shift differential premium for each actual hour worked on said shift.

An employee who is assigned as the LEADS TAC Dispatcher shall receive a fifty cents (\$.50) per hour premium for each actual hour of work. The employee who is assigned as the Cover Dispatcher shall receive a seventy-five cents (\$.75) per hour premium for each actual hour of work.

**Section 22.5. Officer-in-Charge (O.I.C.) Compensation.** If a full-time certified Police Department employee is officer-in-charge of their respective shift, they will be compensated at Step 2 Police Sergeant wages as specified in Section 21.1, Classification and Salary. This will not affect full-time certified Police Sergeants who are already considered O.I.C. of their respective shift when working their assigned shift.

## **ARTICLE 23**

### **SPECIAL WORKING CONDITIONS**

**Section 23.1. Minimum Patrol Coverage.** The Management shall determine the minimum manpower requirements of the Port Clinton Police Department. Management shall also determine the minimum and maximum number of employees to be assigned to each shift and shall have the right to schedule employees to fill those positions.

Except in the case of emergencies or circumstances beyond the control of Management, a minimum of two (2) full-time certified Police Department employees will at all times be scheduled to the Patrol Division on each shift. Unless unable to fill with full-time certified Police Department employees, Management then has the right to fill with reserve police personnel and part-time personnel.

**Section 23.2. Residency.** Residency for all bargaining unit members shall be Ottawa County or any of the contiguous counties.

**Section 23.3. Job Security.** The City and Lodge recognize that full-time certified Police Department employees shall have the first right of acceptance or refusal of police work. The City may offer police work to certified part-time or reserve officers after reasonable efforts have been made to offer the work to available full-time employees.

**Section 23.4. Layoff and Recall.** When Management determines that a layoff is necessary, it shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff.

Management shall determine when layoffs will occur within the Department. Seniority for purposes of layoff shall accrue to all employees of the Department. Within the bargaining units, employees will be laid off in accordance with their classification seniority. An employee who is laid off may use his seniority within the Department to bump any employee in an equal or lesser classification, with less department seniority if the bumping employee is qualified or makes himself/herself qualified for the equal or lesser classification position. An employee bumping into another classification shall be paid at the rate for that classification. No employee shall use his/her seniority to replace an employee in a higher classification.

Departmental seniority is the total length of uninterrupted service with the Department in any full-time job classification.

Classification seniority is the total length of uninterrupted service with the employee's classification. Classification seniority is described: all full-time sworn police officers of the rank of Sergeant, then all full-time sworn police officers of the rank of Patrolman, then all full-time dispatchers, secretaries, and clerk typists.

Employees who are laid off shall be placed on a recall list and only employees who are still certified shall remain on the recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Notice of recall shall be sent to the employees by certified or registered mail with a copy to the FOP. Management shall be deemed to have fulfilled its obligation by mailing the recall notices as above provided to the last mailing address provided by the employee.

In the event of recall, the recalled certified employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify Management of his or her intention to return to work and shall, within five (5) days thereafter, report for duty unless a different date is otherwise agreed to by Management.

In the event of a layoff of a full-time employee, Management shall not fill that position with a part-time employee or reserve officer.

The laid off full-time employee will have the right to work any paid time that is regularly being worked by a part-time employee or reserve officer, providing the laid off employee is qualified, or makes himself/herself qualified, to fill the position. The rate of pay for the laid off employee will be the rate for the position he is filling.

Management specifically reserves the right to schedule hours of other employees in accordance with Article 8 of this Agreement.

**Section 23.5. Grooming Standards.** Employees shall be neat and clean in their appearance while in uniform.

Neatly trimmed full or partial beards or goatees shall only be permitted if the employee presents an annual physician's statement saying such facial hair is medically necessary for the employees comfort.

Mustaches are permitted if:

1. they are neatly trimmed, not bushy;
2. do not extend down over the top edge of the upper lip; and
3. do not extend more than one-quarter inch (1/4) below the corners of the mouth.

**Section 23.6. When Bargaining is Required:** The Employer agrees not to implement any new or amended work rules, policies, procedures, job descriptions or standard operating procedures which violate any express terms of this Agreement and materially affect the wages or hours of bargaining unit employees, without the Union's agreement. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures that materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith pursuant to Ohio Revised Code Chapter 4117. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration Article herein for any applicable succeeding Agreement.

**Section 23.7. Notice of Change not Required:** Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

## **ARTICLE 24** **INJURY LEAVE**

**Section 24.1.** An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave. Injury leave shall be available for up to one hundred twenty (120) calendar days. This one hundred twenty (120) calendar days paid leave is fully paid by the Employer, and is in lieu of Workers' Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the Employer. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the one hundred twenty (120) calendar days absence the employee shall not be charged sick time.

**Section 24.2.** During any such period of injury leave the employee shall continue to earn seniority, pension credit, sick leave or sick leave credit, and vacation time. Once Workers' Compensation

begins making payments (after the one hundred twenty (120) calendar days, per Section 24.1 above) to the employee for lost wages, the employee shall submit such payments to the City. Maximum period for injury leave (both wage replacement by the Employer and BWC payments) shall not exceed twelve (12) months.

**Section 24.3.** The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer with written permission from the employee's attending physician. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense.

## **ARTICLE 25**

### **LABOR/MANAGEMENT MEETINGS**

**Section 25.1.** In the interest of sound Labor/Management relations and on a mutually agreeable day and time, the Employer or the Employer's designee shall meet with not more than three (3) bargaining unit members and one (1) representative of the FOP/OLC to discuss pending problems and to promote a more harmonious Labor/Management relationship. FOP/OLC representatives attending Labor/Management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

**Section 25.2.** The party requesting the meeting shall furnish an agenda 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 names of those FOP/OLC representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the FOP/OLC of proposed changes to be made by the Employer which affect bargaining unit members of the FOP/OLC;
- C. Discuss grievances which have been processed beyond Step 5 of the grievance procedure when such discussions affect bargaining unit members of the FOP/OLC;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees.

**Section 25.3.** It is further agreed that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 26**  
**DURATION AND RENEWAL**

**Section 26.1. Entire Agreement.** This Agreement contains the full and complete understanding between the City and the FOP on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless otherwise mutually agreed in writing.

**Section 26.2. Duration of Agreement.** This Agreement shall be binding upon the City and FOP retroactive to April 1, 2012, and shall continue in full force and effect to March 31, 2015, when it shall expire, provided that if neither party gives the notice provided for in Section 25.3, this Agreement shall automatically renew itself for an additional term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.

**Section 26.3. Notice of Bargaining.** If either the FOP or the City desires to meet for the purposes of negotiating wages, changes, and/or modifications on the provisions of this Agreement, they shall give written notice of such desire to the other party by certified or registered mail not more than one hundred twenty (120) nor less than sixty (60) days prior to March 31, 2003.

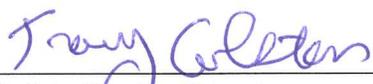
**Section 26.4. Commencement of Negotiations.** Negotiations upon proposed changes in the terms of this Agreement shall begin not later than thirty (30) days after receipt of the notice specified in Section 25.3.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have signed duplicates of this Agreement this 13<sup>th</sup> day of July, 2012.

FOR THE CITY OF PORT CLINTON, OHIO

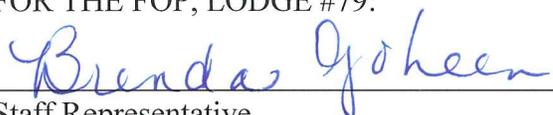
  
\_\_\_\_\_  
Mayor

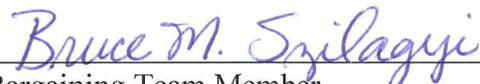
  
\_\_\_\_\_  
Safety-Service Director

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

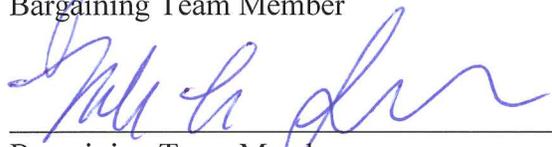
  
\_\_\_\_\_  
Management Consultant

FOR THE FOP, LODGE #79:

  
\_\_\_\_\_  
Staff Representative

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

**LETTER OF UNDERSTANDING**  
**TRANSITIONAL DUTY**

The following agreement is between the City of Port Clinton and FOP Lodge #79.

As of the date of execution of this document, we will be implementing transitional duty language as a part of this agreement. The purpose of this agreement is for non-workplace injuries or illnesses. Officers injured on duty may also ask for transitional duty, but this would strictly be voluntary. This will not affect any part of Article 24 (Injury Leave).

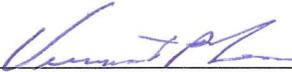
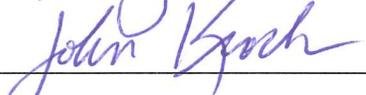
Employees who are injured outside the scope of their employment, or who suffer non-work related illnesses or become pregnant, may qualify for transitional duty as described herein. The purpose of this agreement is to assist employees with serious non-work related injuries or illnesses transition back to full duty, and to assign pregnant employees to alternate duty when a physician removes them from full duty due to pregnancy. The transitional duty would be voluntary by all employees involved. To qualify an employee must:

- A. Have sustained a non-work related injury or illness, which has rendered the employee unable to perform all the duties of the employee's position for not less than 30 days as estimated by their physician, or be pregnant.
- B. The leave cannot exceed a six (6) month time period. If the injury runs over the six (6) month maximum time period, the employee will be required to use sick time, personal time, vacation, etc. An employee will only be able to go on transitional duty once per calendar year and a maximum of two (2) employees can be on transitional duty at the same time.
- C. The Chief will make available to anyone interested in working transitional duty the opportunity to get LEADS certified. The employee would then make an effort to periodically familiarize themselves with the operations of Dispatch to make the transition easier. The employee would have a maximum of 40 hours to train in Dispatch to be cleared by the Senior Dispatcher while on transitional duty.
- D. The Officer going into Dispatch would continue to get their normal pay and shift differential (if applicable) and would fall to the bottom of seniority in Dispatch. They would be able to work overtime as any other Dispatcher according to contract. The Dispatcher accepting the Road assignment would receive Step 2 Patrolman's pay and assume that assignment and would be at the bottom of seniority, but assumes the rights to call out procedure to that position per contract. If any vacation is approved it would follow the employee to their new position even if it is pre-approved. I.e., Officers that had already signed up for overtime on a Road slot, then that Road Officer goes to transitional duty. His vacation would follow him to Dispatch and the Road Officers would not be entitled to the overtime they had originally signed up for. This would also be true for a Dispatcher on vacation moving to the Road slot. Dispatchers would be offered to work the Road for an Officer going on transitional duty by seniority on a rotating basis. This would only be offered to Dispatchers that are certified to work the Road.

- E. Once the Officer has accepted the transitional duty assignment they cannot just back out. They must have a valid reason for not continuing their assignment and the withdrawal is left to the discretion of the Chief of Police.
- F. If an Officer is cleared for transitional duty by their physician and the Chief does not believe they can perform the duties of that position, the Officer can be required to see a physician of the City's choice for another opinion. If that opinion differs from that of the employee's physician, they will seek the opinion of a third physician. This physician will be agreed on by both parties and will be at the expense of the City.

It is understood that this agreement will be null and void on March 31, 2015, unless both parties mutually agree to renew this letter of understanding.

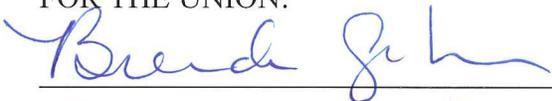
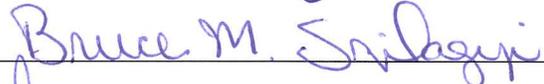
FOR THE EMPLOYER:

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

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

Date Signed: 7-13-12

FOR THE UNION:

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

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-12-1711
EMPLOYEE ORGANIZATION,	}	11-MED-12-1712
	}	11-MED-12-1713
and,	}	
	}	
CITY OF PORT CLINTON,	}	
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. Mark Lucas  
[mjlucas@clemansnelson.com](mailto:mjlucas@clemansnelson.com)