



Final 12/13/2013

12-CON-02-1282  
1282-02  
K30532  
02/05/2014

AGREEMENT

BETWEEN THE

CITY OF WILLOWICK

AND

FRATERNAL ORDER OF POLICE

WILLOWICK LODGE NO. 116

DISPATCHERS

Effective January 1, 2013

to

December 31, 2015

INDEX

<u>ARTICLE #</u>	<u>PAGE #</u>
Agreement.....	1
1. Recognition.....	1
2. City's Right To Manage.....	2
3. Dues And Fair Share Fees.....	3
4. Probationary Period.....	5
5. Disciplinary Action.....	5
6. Grievance Procedure.....	8
7. No Strike.....	13
8. Non-Discrimination.....	14
9. Labor-Management Committee.....	14
10. Savings Clause.....	15
11. Bulletin Board.....	16
12. Seniority.....	17
13. Wages.....	18
14. Health Insurance.....	21
15. Personnel Files And Policy.....	23
16. Court Time.....	24
17. Hours of Work.....	24
18. Overtime.....	26
19. Uniforms.....	28
20. Mileage.....	30
21. Sick Time.....	31
22. Injury Leave.....	37
23. Bereavement Leave.....	39
24. Vacation.....	39
25. Holidays.....	41
26. Layoff and Recall.....	43
27. Drug Testing.....	45
28. Length of Agreement.....	46

## AGREEMENT

This Agreement is made and entered into this 3<sup>rd</sup>. day of December 2013, at Willowick, Ohio, by and between the City of Willowick (hereinafter referred to as the "City") and the Fraternal Order of Police(hereinafter referred to as the FOP).

### ARTICLE 1

#### RECOGNITION

Section 1.01 The City hereby recognizes the FOP as the exclusive bargaining representative for a unit comprised of all full-time Police Clerk/Dispatchers.

Section 1.02 The FOP shall be granted a reasonable amount of compensatory release time, not to exceed forty-eight (48) hours per year, per Bargaining Unit, to conduct FOP business. A written request for such release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative. Normally, not more than one (1) employee will be permitted off at the same time. Approval shall be subject to the City's ability to maintain adequate staffing.

ARTICLE 2

CITY'S RIGHT TO MANAGE

Section 2.01 The City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the right to:

- A. 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, standard of services, its over-all budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;

- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the City as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement.

### ARTICLE 3

#### DUES AND FAIR SHARE FEES

Section 3.01 The City will deduct from the pay of each Bargaining Unit member who in writing so authorizes it to do so the required amount of fees for the payment of FOP dues.

Section 3.02 The FOP recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the FOP, for purposes of collective bargaining, contract enforcement and grievance resolution. For these services, the FOP may assess a fair share fee as provided in this Article against non-members of the FOP who have completed a one (1) year probationary period.

Section 3.03 The fair share fee shall be calculated to reimburse the FOP for the non-member's proportionate share of the direct cost of bargaining, contract enforcement and grievance resolution. The fair share fee shall not include charges for any other FOP activity or for contributions to political candidates or other political activities. Insofar as the FOP expends funds for any purpose other than bargaining, contract enforcement and grievance resolution, the fair share fee shall be proportionately less than the dues charged FOP members. The fair share fee shall be equal for all non-members.

Section 3.04 Any Bargaining Unit member who objects to paying the fair share fee because of religious beliefs shall be exempted from paying any fair share fees or FOP dues, as provided in Revised Code Section 4117.09(C).

Section 3.05 The fair share fee provided for by this Section shall automatically be deducted from each pay of a Bargaining Unit member required to pay it.

Section 3.06 The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City"

includes the City of Willowick and its various offices and officials, whether elected or appointed.

#### ARTICLE 4

##### PROBATIONARY PERIOD

Section 4.01 All newly hired Bargaining Unit employees shall serve an initial probation period. This period shall be established as one (1) year. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, discipline, or discharge such employees. Such actions shall not be appealable through the grievance procedure contained herein.

Section 4.02 If a probationary employee's employment is terminated for any reason during the probationary period and such former employee is later rehired, the employee will be considered a new employee, subject to a new probationary period.

#### ARTICLE 5

##### DISCIPLINARY ACTION

Section 5.01 No employee shall be disciplined, and except for newly hired probationary employees, no employee shall be discharged or removed except for just cause. When just cause for imposing disciplinary action upon an employee is determined by the Employer to exist such action will be imposed, whenever practicable, in such a manner as to avoid embarrassing the employee before other employees or the public.

Section 5.02 Disciplinary actions or measures may include, in order of severity, but are not limited to, any of the following:

- A. Cautionary Warning
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

Section 5.03

- A. Cautionary warnings or oral reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.
- B. All employees who may be subject to any disciplinary action more severe than a cautionary warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a management representative who is not involved in any of the events upon which the intent to discipline is based.
- C. The notice of intent required by this Section shall advise the employee of the nature of the charge(s) against him/her, the levels of discipline which may be

incurred if they are sustained, his/her right to a disciplinary hearing upon those charges, his/her right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated FOP representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as FOP has a representative on duty.

- D. Prior to the scheduled time for the hearing, the employee may waive his/her right to a hearing. An employee who waives his/her right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and FOP, to reschedule that hearing, shall be conclusively

deemed to have waived the right to a hearing.

- E. At the hearing provided for herein, the grievant shall be afforded an opportunity to respond to the charge(s) against him/her, and to advance any versions of events, explanations, or mitigating circumstances which he/she believes operate to his benefit.

Section 5.04 Any employee receiving a written reprimand, suspension, demotion, or discharge may appeal such penalty through the grievance procedure at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of arbitration. Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 6.01 A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the City, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. The propriety of and the procedures followed by the City in all disciplinary suspensions, demotions, or discharges of

employees of the bargaining unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

Section 6.02 A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by FOP and the Employer.

1. Aggrieved employee's name or notice that FOP is filing the grievance.
2. Date of the event leading to the grievance.
3. A description of the incident giving rise to the grievance.
4. Date grievance was filed in writing.
5. Specific articles, rules, or regulations violated.
6. Desired remedy to resolve the grievance.
7. Signature of grievant or FOP representative.

Section 6.03 All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such

action may only ask for resolution to the grievance that is not pecuniary to the City.

Any grievance not answered by the Employer within the stipulated time limits shall be advanced by FOP to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not forwarded to the next step by FOP within the stipulated time limits shall be considered resolved at the previous step's response.

Days for the purposes of the Article shall be Monday through Friday, excluding holidays.

Responses to grievants by the Employer shall be considered served when delivered to the employee and/or placed in the FOP lock box.

The grievant shall have the right to FOP representation. Legal counsel may be obtained by the employee if he/she so desires at no expense to the City.

Section 6.04 The following procedure shall be as follows:

STEP 1 - FOP shall refer the written grievance to the Chief or his designee within five (5) days of the occurrence which gave rise to the grievance. The Chief or his designee shall have five (5) days in which to schedule a meeting with the FOP representative. The Chief or his designee shall investigate and respond in writing to the FOP representative within ten (10) days following the meeting date.

STEP 2 - If the grievance is not resolved at Step 1, FOP may refer the grievance to the Safety Director within five (5) days after receiving the Step 1 reply. If the Chief fails to timely respond, FOP may refer the grievance to the Safety Director within five (5) days of the date that the response of the Chief was due. The Safety Director or his designee shall have five (5) days in which to schedule a meeting with the FOP representative. The Safety Director or his designee shall investigate and respond in writing to the FOP representative within ten (10) days following the meeting.

STEP 3 - Arbitration - If the grievance is not satisfactorily or timely settled at Step 2, FOP may make a written notice that the grievance will be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date of the grievance was answered in Step 2 of the grievance procedure, or within ten (10) days the answer was due from the Safety Director. In the event the grievance is not answered by the City or referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and FOP shall agree to request a list of seven (7) impartial arbitrators from FMCS within ten (10) days of submission of the request for arbitration. The parties shall meet to select an arbitrator within five (5) days of the receipt of the list.

For the first arbitration between the Employer and FOP during the term of this Agreement, FOP shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

For subsequent arbitrations, the first strike shall alternate between the parties.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination of any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds the matter is non-arbitratable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitratable, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the City

and FOP. Expense of any witnesses shall be borne, if any, by the party calling the witness. 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 court reporter's recording.

## ARTICLE 7

### NO STRIKE

Section 7.01 Neither the FOP nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

Section 7.02 The FOP shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the FOP shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP. The FOP shall advise the Bargaining Unit members to return to work immediately.

Section 7.03 NO LOCK-OUT

During the term of this Agreement, the City shall not lock-out the Bargaining Unit members.

ARTICLE 8

NON-DISCRIMINATION

Section 8.01 Neither party will discriminate against any Bargaining Unit member based on age, sex, race, color, religion, national origin, ancestry, membership or non-membership in the FOP.

ARTICLE 9

LABOR-MANAGEMENT COMMITTEE

Section 9.01 The parties recognized that certain subjects, such as equipment, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the FOP may wish to present its views on such subjects so that such views may be considered by the administration.

Section 9.02 For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick Police Clerk/Dispatchers designated by the FOP. Committee

meetings shall be scheduled at least quarterly by the City at reasonable, mutually convenient times, and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the FOP is expected to attempt to work out matters with the appropriate person before raising them at Labor-Management Committee meetings.

#### ARTICLE 10

##### SAVINGS CLAUSE

Section 10.01 Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable State and Federal Laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or

circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

## ARTICLE 11

### BULLETIN BOARD

Section 11.01 The City shall provide space on station premises for the FOP to install a bulletin board to post notices of a general and business nature for the FOP membership and other department employees who may have an interest. The cost of purchasing and installing and maintaining this bulletin board shall be the FOP's sole responsibility.

Section 11.02 Items posted on the bulletin board shall be of a non-political nature. Any libel, defamatory materials against employees, the City, or the Union shall be removed upon notification by the Employer.

ARTICLE 12

SENIORITY

Section 12.01 Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick from the last date of hire as a full time employee. An employee shall have no seniority for the probationary period provided in Article 4, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 12.02 Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more consecutive work days unless proper excuse for the absence is shown, or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work within five (5) work days from the date of receipt or attempted delivery of notice of recall from layoff, sent by certified mail, return receipt, (to the employee's last known address as shown on the Employer's records);
- F. Retires;
- G. Fails to report for work within three (3) consecutive

work days of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 12.03 Whenever more than one person is hired on the same day, the seniority of each individual, as it related to such others hired the same day, shall be determined by the last four (4) digits of the employees' SS#, with the higher of the two (2) numbers the most senior.

ARTICLE 13

WAGES

Section 13.01 Effective retro-active to January 1, 2013, employees employed upon execution shall be compensated based on the following schedules reflecting adjustments of two percent (2%) for 2013, and then a two percent (2 %) in 2014, and two percent (2%) in 2015.

CLERK/DISPATCER

<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
Start 17.31	Start 17.66	Start 18.01
1 - 18.55	1 - 18.92	1 - 19.30
2 - 19.17	2 - 19.55	2 - 19.94
3 - 19.77	3 - 20.17	3 - 20.57
4 - 20.36	4 - 20.77	4 - 21.19
5 - 20.96	5 - 21.38	5 - 21.81

Section 13.02 An employee assigned to the Head Dispatcher position shall receive an additional one dollar and fifty cents (\$1.50) per hour over and above the Clerk-Dispatcher rate to which the employee would otherwise be entitled.

Section 13.03 Normally all new employees shall receive the rate established at the starting rate. Upon satisfactory performance as determined by the Employer or satisfactory completion of the probationary period, the employee shall be raised to Step One (1).

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee in a step higher than the start level. Employees shall progress to the next step of the wage scale, if one exists, after completion of an additional year of service, defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick.

Section 13.04 Effective January 1, 2013, employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Clerk/Dispatcher. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE

After completing five (5) years	.24 cents
After completing ten (10) years	.48 cents
After completing fifteen (15) years	.72 cents
After completing twenty (20) years	.96 cents

Such rates are in total and are not accumulative.

Section 13.05 As used in this Agreement, "active pay status" is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral, and injury leave. An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more work days or collecting unemployment payments or loss of time benefits from the Bureau of Workers Compensation or receiving disability retirement benefits.

Section 13.06 Effective January 1, 2007 a dispatcher who has completed and passed EMD (Emergency Medical Dispatch) training will receive an additional Five Hundred dollars (\$500) per year (.24 cents will be added to the hourly wage). Re-certification will be required every two (2) years. Failure to maintain the EMD certification will result in the foregoing amount being reduced from their hourly wage.

ARTICLE 14

HEALTH INSURANCE

Section 14.01 Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

Section 14.02 Effective July 1, 2011, the prescription plan limits may be modified by the Employer from the current \$10.00/\$20.00/\$20.00 plan to a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

Section 14.03 The Employer will pay 90% of the accumulated total of the health, prescription, eye, and Dental care premiums based on the employees plan level eligibility. The employee shall pay 10%. Payment shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee. Effective July 1, 2011, a four-tier plan level of eligibility will be established.

Effective July 1, 2011, plan design changes will include establishing the following:

\$75 Emergency Room Copay  
\$50 Urgent Care Copay  
\$20 Dr. Visit Copay

	In-network	Out-of-network
Coinsurance	90%/10%	70%/30%
Deductable	\$200/\$400	\$400/\$800
Out-of-pocket max.	\$1,000/\$2,000	\$2,000/\$4,000

Section 14.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

In the event the City proposes plan level/design changes at times other than during successor collective bargaining agreement negotiations, each member of the Committee shall have one (1) vote. Acceptance of any plan level/design changes, during the term of the collective bargaining agreement, shall require a majority vote of the total members of the Committee.

Section 14.05 In the event that the City elects to fully or partially fund the health insurance plan, such funding must be actuarially sound and in accordance with generally accepted insurance practices and procedures. The Union shall have the right to review such practices and procedures with the help of qualified professional people.

ARTICLE 15

PERSONNEL FILES AND POLICY

Section 15.01 A Bargaining Unit member may review his/her personnel file upon written request with reasonable notice. Upon review of his/her file, the Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation or explanation of any negative derogatory material(s). The comment shall remain in the file as long as the negative material remains.

When a Bargaining Unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the Bargaining Unit member's name and extent of the disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the Bargaining Unit member.

Release of photographs or personal information about any Bargaining Unit member in relation to departmental matters shall be provided to the public pursuant to applicable law with notice provided to the subject Bargaining Unit member.

ARTICLE 16

COURT TIME

Section 16.01 ATTENDANCE AT COURT SESSIONS

Each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to police business for which such attendance is required. Such compensation shall be payable only for attendance by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members receiving compensation under this Article shall receive credit for a minimum of four (4) hours, to be taken in the form of pay or compensatory time off.

ARTICLE 17

HOURS OF WORK

Section 17.01 The work week shall be defined as a seven (7) day period beginning Sunday 12:01 A.M. and ending Saturday midnight.

Employees shall normally be scheduled to work forty (40) hours consisting of five (5) eight (8) hour days.

The establishment of a defined work week does not guarantee a forty (40) hour work week.

Section 17.02 The parties agree that the present practices of scheduling vacations, holidays or other paid time off shall be maintained during the life of this agreement.

Section 17.03 Employees off on approved vacation, holidays, or personal days may be offered overtime, but will not be required or forced to work unless no other qualified personnel is able to be scheduled.

Section 17.04 - CALL-OUT The Employer may fill a vacancy of a Dispatcher with an on duty Police Officer when previously scheduled or a part-time Dispatcher for scheduled absences.

In the event an unanticipated absence occurs that the Employer determines to fill, which has not been filled by an on-duty Officer, the following procedures shall be followed:

Overtime shall be offered to the Dispatchers on a basis of seniority.

In the event all Dispatchers decline, the assignment shall be offered to the part-time Dispatchers and then Patrol Division.

In the event all part-time Dispatchers or Patrol Division decline, the least senior Dispatcher shall be required to fill the vacancy. In the event no Dispatchers are on duty, the least senior Dispatcher shall be called out to fill the vacancy.

In the event Dispatchers cannot be reached or cannot immediately respond to work, the least senior Dispatcher on the prior shift shall be held over for four (4) hours or until their replacement arrives for duty.

Section 17.05 Normally no Dispatcher will be required or forced to work two (2) consecutive days of sixteen (16) hour shifts unless no other qualified personnel is able to be scheduled.

Section 17.06 An additional Dispatcher shall be scheduled during the peak hours as determined by the Chief of Police for the fourth (4)th of July, City of Willowick Community Days and St. Mary Magdalene Festival when such yearly events are scheduled.

ARTICLE 18

OVERTIME

Section 18.01 OVERTIME COMPENSATION

A. All Bargaining Unit members who work more than forty (40) hours during any normal work week, shall be compensated for such time in excess at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.

All Bargaining Unit members who work between 12:01 a.m. and 12:00 midnight on New Years Day, Easter Sunday, Independence Day, Thanksgiving Day, Patriots Day and Christmas Day shall be compensated for such time at a rate which is one and one-half (1-1/2) times the regular rate of compensation or in lieu of overtime compensation, he or she may be granted compensatory time. An employee held over or called in on one (1) of the six (6) days set out herein, shall be compensated at a rate of two (2) times the regular rate of compensation for the held over or call in hours, providing the employee completes their regular scheduled work week. Once nobody volunteers to work the overtime, the dispatchers working shall determine who is forced to work based upon seniority.

- B. Whenever any Bargaining Unit member, employed on a full-time basis, works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred (100) hours accumulative. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked. Such compensatory time off may be carried over from year to year. For purposes of computing overtime pay and/or compensatory time; holiday, vacation, compensatory and personal day hours shall count as hours worked during the normal work week. Sick leave hours shall not count for purposes of computing overtime and/or compensatory time except when the overtime is for court time, mandatory training or mandatory meetings. In the case of forced overtime only, an employee may substitute comp-time for sick leave within the defined week it occurs.
- C. Employees required to report to work on a call-in will be compensated for at least three (3) hours. Such guarantee shall be for those events that are not contiguous to the employee's shift.
- D. A Bargaining Unit employee shall be permitted to sell back up to one hundred (100) hours of compensatory time each calendar year.
- E. If a Communications Training Officer (CTO) logs between sixty (60) to eighty (80) hours training a new Dispatcher

during a designated pay period, the CTO will receive three (3) hours of compensatory time (straight time). Documentation including but not limited to Daily Observation Reports (DOR) may be required by the Chief of Police to verify the minimum number of hours of training was done.

## ARTICLE 19

### UNIFORMS

Section 19.01 For 2013, a spending account of Four Hundred Dollars (\$400) shall be established for each regular full-time Bargaining Unit member for the purchase of designated uniform articles.

The amount of allowance set out in section 1 of this article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

Designated uniform articles shall include the following items: shirt, tie, vest/clasp, skirt, pant, sweater, blazer, approved work shoe and patches. The Employer reserves the right to designate the style, type, color, material, etc. of the uniform.

Section 19.02 Normally employees will be permitted to purchase their desired quantity and type of items listed in the

designated uniform list. The Employer reserves the right to designate specific article(s) to be purchased and deducted from the spending account.

Section 19.03 The City shall replace damaged or worn uniforms at the Chief's discretion.

Section 19.04 Each Police Clerk/Dispatcher shall receive three hundred twenty-five dollars (\$325) in 2013 for cleaning and maintenance expenses, to be paid the first pay in December.

The amount of allowance set out in section 3 of this article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

Section 19.05 Effective 2014 uniform allowance shall be regulated pursuant to sections 19.05 through 19.07. Effective 2014, each regular full-time Bargaining Unit member shall receive a uniform clothing maintenance allowance with the first pay of December. The uniform allowance shall be established as \$725.00.

Section 19.06 - NEW EMPLOYEES - New employees hired from this date forward shall receive one-half of the allowance upon employment toward the purchase of uniforms. In the first pay of December in their 1<sup>st</sup> year of employment shall receive the balance. If such employment is terminated for any reason prior to completion of one year, the December payment shall be repaid to the City through a payroll deduction or other method of recovery.

Section 19.07 FUTURE YEARLY PAYMENTS - Employees, who after one year of service terminate employment for any reason, shall not be eligible for any pro-rata payment of uniform allowance. Non-probationary employees employed on December 1<sup>st</sup> of each year shall receive the yearly uniform allowance.

The amount of allowance set out in Section 19.05 of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

## ARTICLE 20

### MILEAGE

#### Section 20.01 MILEAGE

Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty five cents (\$.25) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor.

ARTICLE 21

SICK TIME

Section 21.01

- A. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) week days with pay for the reasons specified in Subsection D hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection D hereof, or due to paid vacations or legal holidays.
- B. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated for a total of one hundred twenty (120) work days, provided that additional sick leave may, in individual cases, upon recommendation

by the Mayor and approval by Council, be granted for not more than an additional ninety (90) working days.

- D. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection A above, for absence due to illness, injury, pregnancy related condition, exposure to contagious disease which could be communicated to other Bargaining Unit members and to illness or death in the Bargaining Unit member's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother or sister. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics.
- E. Except as provided in Subsection F hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the City has been terminated may, with approval of the Mayor, be placed to his credit in the event of his

re-employment by the City within a period of three (3) years from the date of his last employment by the City.

F. After ten (10) years full-time employment, upon the retirement under PERS terms and conditions, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave as such member of the Division of Police current rate of compensation as follows:

1. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
2. In case of death, to the Bargaining Unit member's surviving spouse, if any, who was living with such Bargaining Unit member or dependent upon him for support at the time of his death, or if there is no surviving spouse, to the dependent children, including adopted children, of such Bargaining Unit member or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon such Bargaining Unit member for support or for their use to their legal guardian or guardians or to the

person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member shall be required to see to the proper expenditure of any such payments.

3. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of such Bargaining Unit member, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member thereof shall be required to see to the proper expenditure of any such payment.

- G. An employee of any public agency who transfers his employment from such public agency to the City shall be credited with the unused balance of his accumulated sick leave with such public agency, provided that such balance is evidenced to the satisfaction of the Mayor

by an appropriate certificate or letter from the appropriate official of such public agency.

- H. All Bargaining Unit members shall be entitled to any accumulation of sick leave presently credited to them in accordance with the provisions of any prior ordinance of the City from which accumulation there shall be deducted any sick leave actually taken by such Bargaining Unit member.
  
- I. A Bargaining Unit member whose compensation has been funded by any state or federal funded program who transfers his employment to the City shall be credited with the unused balance of his accumulated sick leave with such state or federal agency, provided that such balance is evidenced by an appropriate certificate or letter from an appropriate official of such agency.
  
- J. For employees hired after January 1, 2001, sick leave transfer credited from another public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for the purposes of cash out. The Employer shall maintain a separate record of transferred sick leave. Transferred sick leave may only be used after exhausting sick leave accrued during employment with the City of Willowick.

Section 21.02 The Employer may require certification of medical attention when an employee is off work sick for three (3) consecutive work days or when the employee has three (3) absences within a twelve (12) month period on the days immediately preceding or following that employee's scheduled day(s) off.

Section 21.03 FAMILY/MEDICAL LEAVE

- A. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. Such leave shall be for a continuous period unless the Employer mutually agrees to grant intermittently.
- B. Employees shall be granted such leave for the following reasons:
1. Because of the birth of a son or daughter;
  2. Because of the placement of a son or daughter with the employee for adoption or foster care;
  3. To care for a spouse, son, daughter, or biological parent who has a serious health condition that involves in-patient care in a medical facility or continuing treatment by a health care provider.

4. Because of a serious health condition that makes the employee unable to perform the functions of their job.

C. Eligible employees shall be defined as an employee employed for at least twelve (12) months who has worked a minimum of 1250 hours during the previous twelve (12) month period.

## Article 22

### INJURY LEAVE

Section 22.01 An employee who is injured while on duty, on the City's payroll and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is entitled to Workers' Compensation, shall be eligible for a total of ninety (90) calendar days of paid leave in any twelve (12) month period commencing with the first day of such leave, unless eligible for a pension.

The employee shall be entitled to injury leave for any injury which occurs in the course and scope of their duties with the exception of those injuries considered to be repetitive injuries, i.e. carpal tunnel syndrome.

Section 22.02 Should payments be made by the Employer to an employee for an injury that is subsequently found to be a non-compensatable injury, such payments made by the Employer shall be deducted from the employee's accumulated leave credits (e.g. sick leave, vacation, etc.) or payroll deduction.

Section 22.03 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Said extension of paid injury leave shall not be unreasonably denied.

Section 22.04 Time off during paid injury leave shall count toward service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

Section 22.05 When receiving injury leave pay, the employee shall sign off and refund the City any loss of time compensation received under Ohio Workers' Compensation for such time an employee is paid injury leave.

Section 22.06 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer.

Section 22.07

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

ARTICLE 23

BEREAVEMENT LEAVE

Section 23.01 Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, three (3) days in the event of the death and attendance at the funeral of any of the following relatives of such employee or his or her spouse; spouse, child, parent, brother, sister, or grandparent.

Section 23.02 Pre-scheduled vacation days, holidays and personal days which are scheduled within the normally allowed leave from the date of death and funeral shall be deemed bereavement leave days, and the vacation, holiday(s) and/or personal day(s) shall be allowed to be rescheduled.

ARTICLE 24

VACATION

Section 24.01 ANNUAL VACATION

A. Each regular full-time Bargaining Unit member shall receive a vacation based upon the following schedule of years of service in the active pay status:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WEEKS</u>
1 or more but less than 5	2 weeks
5 or more but less than 10	3 weeks
10 or more but less than 15	4 weeks
15 or more but less than 20	5 weeks
20 or more	6 weeks

- B. Vacation and holidays may be split into four (4) separate periods. Vacations shall not initially be scheduled in a manner that creates overtime.
- C. For the purpose of determining the number of vacation days to which each regular full-time Bargaining Unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Clerk/Dispatcher. Each member shall be entitled to one vacation for each twelve months worked. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.
- D. Schedules for vacations shall be arranged by the department head with the approval of the Chief of Police. The vacation pay shall be the salary for the Bargaining Unit member's regular work week based upon an eight (8) hour day and forty (40) hour week to be computed at the regular hourly rate of such Bargaining Unit member.

ARTICLE 25

HOLIDAYS

Section 25.01 TIME OFF FOR HOLIDAYS

A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays in each calendar year after six (6) months of full-time service provided the employee is in the active pay status on the scheduled work day prior and the scheduled work day after each designated City holiday, as they fall. Such holidays shall be scheduled throughout the year. Employees will be permitted to hold back scheduling of five (5) holidays, forty (40) hours, that may be scheduled in not less than one (1) hour increments before October 1<sup>st</sup> of each year. If such days held back are not taken by October 1<sup>st</sup> of each year, the remainder shall be scheduled in eight (8) hour increments, if available, and then in less than eight(8) depending on the balance. Such days will not be granted off if it causes overtime or if it affects shift minimums established by the Employer. An employee who held back holidays who fails or is unable to utilize such days shall lose the days. Employees with more than six (6) months of service who terminate employment for any reason shall have been entitled to the number of holidays that have occurred while the employee was in

the active pay status in the calendar year of termination. Employees who have not utilized a day for each holiday that has occurred at the point of termination shall be entitled to be paid for such holidays. Employees who have utilized more than one (1) day for each holiday that has occurred at the point of termination shall have an amount deducted from their pay equal to the number of days utilized in excess of entitlement.

The number of holidays an employee is entitled to annually will be reduced for each event an employee is not in the active pay status on the scheduled work day prior and the scheduled work day after each designated City holiday falls.

B. Each full-time Bargaining Unit member shall receive three (3) personal days in each calendar year, to be taken with the advance approval of the Chief of Police and when the work shift is at sufficient strength so the City will not be required to have another Bargaining Unit member work for the Bargaining Unit member requesting the day off.

The number of personal days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

C. New full-time employees shall be entitled to personal days as set out in this section in the next calendar year of employment. A new employee in the first calendar year of employment will be entitled to one (1) personal day for each full quarter remaining in the calendar year of hire.

The number of personal days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

## ARTICLE 26

### LAYOFF AND RECALL

Section 26.01 When the Employer determines layoffs are necessary, the following procedures shall be followed.

Section 26.02 The following order shall be used based on qualifications and seniority with the City of Willowick, including credit for CETA or EEA time.

- A. The least senior seasonal or temporary employees in the respective classification.
- B. The least senior probationary employees in the respective classification.

C. In the event of further reductions in force, the least senior employees will be laid off from the affected classification.

Section 26.03 Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled, in the inverse order of their layoff in the classification held at the time of lay-off.

Section 26.04 Employees shall be given notice of layoff ten (10) work days prior to such layoff occurring. Notices shall either be hand delivered or sent by regular U.S. mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative.

Section 26.05 Employees who are eligible for recall shall be given a notice of return to work five (5) days prior to such required return date. Such notice shall be sent by Certified Mail or hand delivered to the employee's last recorded address. A copy shall be furnished to the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation. The employee is responsible to provide address changes to the Employer.

Section 26.06 The parties recognize the City's right and authority to determine the size and scope of the use of City employees in providing dispatch services to the City. In the event the City determines to abolish the City Dispatch Department, a sixty (60) day notice shall be given to the Union and employees. Employees shall be compensated for accrued wages and unused

vacation or compensatory time, as well as pro-rata holidays, at time of layoff. The foregoing layoff procedure shall be followed, should such event occur. Based on such procedure, employees shall be allowed to be placed in Clerk positions within the City. The placement shall be limited to the number of positions available as determined by the City, based on seniority. Responsibilities and duties of the Clerks' positions shall be determined by the City.

## ARTICLE 27

### DRUG TESTING

Section 27.01 The term "drug" includes cannabis, as well as other controlled substances ad defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

Section 27.02 Employees may be tested for illegal drug usage under either of the following conditions:

1. Where there is reasonable cause to believe that the employee to be tested is abusing illegal drugs.
2. When such tests are mandated by federal and/or state law.

Section 27.03 An employee refusing to submit to testing shall be subject to discipline up to and including discharge.

Section 27.04 An employee testing positive shall be given a second test. If such confirmatory test is also positive, such employee shall be subject to discipline up to and including discharge. A rehabilitation program may also be included if the circumstances so warrant.

Section 27.05 The City shall pay for the first two (2) steps. Additional tests desired by the employee shall be at his or her expense.

Section 27.06 Any discipline imposed pursuant to this Article may be grieved pursuant to Article 4 of the labor-management agreement.

## ARTICLE 28

### LENGTH OF AGREEMENT

Section 28.01 This Agreement shall remain in effect until December 31, 2015 and shall automatically renew itself thereafter year to year unless written notice of its desire to terminate, modify, or negotiate a successor agreement is served by either party upon the other party at least ninety (90) days prior to this Agreement's expiration date.

Section 28.02 Article 18 - Overtime, Section 18.01B remains unresolved as of implementation of this Agreement. Such Article shall be modified as jointly agreed or as a result of resolutions through provisions set out in Ohio Revised Code 4117.



FOR THE UNION (FOP)

FOR THE CITY OF WILLOWICK

DISPATCHERS

John Bahst

\_\_\_\_\_

K.M.L.

Cheryl Benedict

Ray Nichols

Michael Lopez Chief

George S. Jewell

Thomas M. Gralaczyk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mr. [Signature]

[Signature]

Director of Law

FOP 116 General Counsel  
Robert M. [Signature]