



A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

12-MED-04-0385
12-MED-04-0386
12-MED-04-0387
1958-01
1958-02
1958-05
K29543
02/20/2013

AND



THE CITY OF STREETSBORO

**POLICE
Supervisors
Patrol Officers
Dispatchers**

EFFECTIVE: July 1, 2012

EXPIRES: June 30, 2015

AS PREPARED BY:

CHUCK CHOATE

Senior Staff Representative

FOP/Ohio Labor Council, Inc.

2721 Manchester Road

Akron, OH 44319-1020

330-753-7080

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ARTICLE 1
PURPOSE

Section 1. This Agreement is entered into by the CITY OF STREETSBORO, hereinafter referred to as "City" and the F. O. P., OHIO LABOR COUNCIL, INC., hereinafter referred to as "the bargaining unit," "FOP/OLC" or "Union." The Agreement is made for the purpose of promoting cooperation and continuing harmonious relations between the City and its employees and their representatives, and the FOP/OLC.

ARTICLE 2
UNION RECOGNITION

Section 1. The City recognizes the FOP/OLC as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the City in the bargaining unit.

Section 2. All current positions and classifications not specifically established as being included in the bargaining unit shall be deemed excluded.

Section 3. All part-time, seasonal, and/or student employees in the bargaining unit shall also be deemed excluded.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, and except as otherwise provided in this contract, the City retains the right to: 1) hire, discharge, transfer, suspend and discipline employee for just cause, and to assign, schedule, promote or retain employees; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations including the current Streetsboro Police Department (i) Rules and Regulations (ii) Policies and Procedures; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine the work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of

this facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its workforce which the City has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the City and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 **RIGHTS OF EMPLOYEES**

Section 1. It is agreed that any bargaining unit member, excepting those excluded, has the right to join "FOP/OLC" for mutual aid or protection and to bargain collectively. Any bargaining unit member also has the right to refrain from being a member of "FOP/OLC." Said "FOP/OLC" shall not indulge in restrictions or practices which deny membership of bargaining unit members of the City of Streetsboro, Ohio because of race, color, creed, sex, or national origin and shall be free of corrupt influence. It is further agreed that there shall be no discrimination among police officers by virtue of participation or non-participation in "Union" affairs.

ARTICLE 5 **INVESTIGATIONS**

Section 1. **Criminal Investigations**

In the event that a bargaining unit member is being investigated for alleged criminal conduct, he shall be afforded all the rights guaranteed to him under the federal and Ohio constitutions. Nothing contained herein shall prohibit, however, the City of Streetsboro from relieving such bargaining unit member from duty, with or without pay, when such formal criminal charge has been filed, pending resolution of any such criminal charge. Nothing contained herein shall prohibit the City of Streetsboro from completing an administrative investigation of such charge, however, the bargaining unit member charged cannot be compelled under threat for insubordination to answer questions related to the criminal charge nor does refusal to answer prohibit suspension with or without pay. The disposal of criminal charges shall not prevent a complaint from being subject to an internal affairs investigation.

Section 2. **Internal Affairs Investigations Upon Non-Criminal Complaints**

If a bargaining unit member is being investigated by the City and is to be subjected to questioning by the City as a result of a non-criminal complaint, investigative sessions shall be conducted subject to the conditions set forth below. Nothing in this section shall preclude interview session for the purpose of determining the reliability or validity of the basis of the complaint.

- a. Unless the seriousness of the investigation requires otherwise, all investigative sessions shall be conducted at reasonable hours, which preferably are hours when the bargaining unit member is on duty or which are his usual working hours.
- b. All investigative sessions shall be conducted only for reasonable periods of time and at reasonable hours.
- c. Prior to the commencement of the first investigative session, the City shall notice the bargaining unit member in writing. The notice shall inform the bargaining unit member of
 1. The nature and scope of the investigation to be conducted;
 2. The name, rank and command of the officer in charge of the investigation;
 3. The name and rank of the investigating officer;
 4. The names of all other persons who will be present during investigative sessions;
 5. The name of the person bringing the complaint against the bargaining unit member;
- d. If it is known, the fact that the bargaining unit member who is subject to investigation will be told that he is being investigated only because he is a witness.
- e. The bargaining unit member who is subject to investigation shall not be subjected to abusive language concerning his race, creed, color religion, sex culture or ethnic origin, before, during or after any investigative session.
- f. The bargaining unit member is entitled to have a representative of his choice present to represent him at all times during such investigative session. A representative shall not be a person who is subject to questioning as a result of the incident out of which the investigation arose.

- g. Each investigative session shall be, to the extent reasonably possible, conducted at the Police Station.
- h. The City shall not knowingly cause the bargaining unit member who is the subject of the investigation to be subjected to visits by members of the news media concerning the investigation.
- i. No complaint against a bargaining unit member shall be accepted by the City or any investigation of the complaint begun, unless reasonable attempts have been made by the City to secure the complaint in writing.
- j. Each investigative session may be completely recorded by mechanical means or by a court stenographer, or both.
- k. Pursuant to this section, the City shall not enter any comment either adverse or favorable to the interests of a bargaining unit member in the bargaining unit member's personnel file, unless the bargaining unit member has been given an opportunity to sign the copy attesting that he has read it.
- l. Unless the employee voluntarily agrees, an employee shall only be required to submit to a polygraph examination or other truth detection device when allegations have been made that the employee has engaged in misconduct. The examiner shall focus his questioning on the specific incident or events leading to the allegations and shall in no way be used to uncover unrelated acts. The results of the polygraph examination shall not be determinative of the employee's guilt. Such results shall only be presented as supporting and not as conclusive evidence that the employee engaged in the misconduct. Further an employee shall not be charged with providing false statements or failure to cooperate in an investigation if he fails an examination.

ARTICLE 6

NON-DISCRIMINATION

Section 1. There shall be no discrimination against any bargaining unit member in the matter of training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, color, creed, national origin, sex, age, marital status or handicap.

Section 2. Subject to the limitations herein, the City recognizes the right of all bargaining unit members and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any bargaining unit member or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 7
NO-LOCKOUT, NO STRIKE

Section 1. During the term of this Agreement, the City shall not cause, permit or engage in any lockout of bargaining unit members.

Section 2. During the term of this Agreement, the Union, its representatives and bargaining unit members, shall not authorize, cause, engage, or sanction, support or assist in any action defined as a strike which affects the City or its operations.

ARTICLE 8
UNION DUES DEDUCTION/CHECK-OFF

Section 1. During the term of this Agreement, the City shall deduct regular monthly Union dues, fees and assessments from wages of those bargaining unit members who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the bargaining unit member's pay for that period is insufficient to cover the amount to be deducted, the City will make the deduction from the next paycheck, providing the bargaining unit member's check is sufficient to cover the deduction.

Section 2. A check in the amount of the total dues, fees and assessments withheld from those bargaining unit members authorizing a dues deduction shall be tendered to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611 within ten (10) days from the date of making such deductions.

Section 3. The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

Section 4. As a condition of employment, sixty (60) days following the beginning of employment, or thirty (30) days following the effective date of this Agreement, whichever is later, employees who are not members of the FOP/Ohio Labor Council, including employees who resign from membership in the FOP after the effective date of this Agreement, shall pay to the FOP through payroll deduction, a fair share fee (see attached). The fair share fee is automatic and does not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of

cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms or conditions or employment of the bargaining unit members. The FOP shall annually certify to the employer the amount of the fair share fee. The FOP shall prescribe a rebate and challenge procedure which complies with O. R. C. Section 4117.09 (C) and Federal Law.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Grievance Defined: A grievance is a dispute between the City and a bargaining unit member or group of bargaining unit members, as to the interpretation, application or violation of any terms or provisions of this Agreement.

Section 2. Grievance Process:

Step 1. A bargaining unit member shall attempt to resolve any controversy, difference of dispute with the employee's immediate supervisor before proceeding with the subsequent steps governing procedures.

Step 2. A formal written grievance must be filed within seven (7) working days of the date on which the bargaining unit member first know or reasonably should have known of the acts, conditions or circumstances giving rise to the grievance. The written grievance shall be filed with the Police Chief or his designee. Copies of the written grievance are to be furnished to the Chief of Police, the bargaining unit member's immediate supervisor, and to the FOP/OLC. The Police Chief or his designee shall, within seven (7) working days from the receipt of the grievance, furnish bargaining unit member, the FOP/OLC, the Police Chief and the bargaining unit member's immediate supervisor a written answer to the grievance.

Step 3. The bargaining unit member may appeal in writing within seven (7) working days after receipt of the written decision in Step 2 to the Mayor or his designated representative, who shall confer with the Police Chief, the bargaining unit member's immediate supervisor, and an Ohio Labor Council Representative and the bargaining unit member within seven (7) working days from the appeal, and will notify the bargaining unit member's immediate supervisor of his decision in writing within seven (7) working days from hearing the appeal.

Step 4. At the bargaining unit member's request, the Union may appeal in writing within seven (7) working days after receipt of the written answer in Step 3 to binding arbitration. The parties shall attempt to select a local arbitrator by mutual agreement. If they are unable to do so within one (1) week of the arbitration request, they shall contact the Federal Mediation and Conciliation Service and thereafter select an arbitrator in accordance with F. M. C. S. rules and procedures. Arbitration proceedings shall be conducted thereafter in accordance with A. A. A. rules.

The Arbitrator's decision shall be strictly confined to interpretation of this contract and the Arbitrator shall have no authority to add to, change or modify this contract. This decision shall be issued in writing pursuant to A. A. A. rules. This decision shall be final, conclusive and binding on the Union, the City, and the grievant, so long as the Arbitrator does not exceed the scope of his authority as granted herein.

The cost of the Arbitrator shall be borne by the losing party.

Nothing herein shall prevent the parties from voluntarily settling the grievance after the appeal to arbitration has been filed.

If the City fails to answer a grievance within the prescribed time limits, then the grievant may appeal to the next step. If the grievant fails to comply with the time limit prescribed by these procedures, then the matter shall be considered settled against the grievant, and the grievant shall have no right to pursue the grievance further. Time limits herein may be extended to a time certain by mutual written agreement of the City and the Union.

Section 3. The grievance procedure is the exclusive method of settling or adjudicating disputes within its scope. As to such matters, it supersedes Civil Service procedures. Also, alleged violations of this contract must be filed through the grievance procedure and cannot be filed directly in court.

Section 4. A form will be agreed to by the parties for all grievances processed.

ARTICLE 10

UNION REPRESENTATION

Section 1. The City recognizes the right of the Union to select local officers, Stewards and alternate stewards to represent its members on Union matters arising under this Contract as follows:

- a. Local Union Officials: The Union shall provide to the City an Official roster of its officers which is to be kept current at all times, and shall include the following:

1. Name
2. Address
3. Union Office Held
4. Home Telephone

- b. Grievance Meetings: A local officer or steward shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure. An associate shall be permitted to attend such meeting at a no loss or no gain basis should meetings be held during regular scheduled work hours, provided that no overtime shall be paid.

Such time off from scheduled work hours must be arranged for in advance, and approved by the Chief of Police. The parties acknowledge that the relatively few number of employees may not be conducive to such time off during scheduled work hours.

- c. Conferences and Seminars: Employees elected or appointed delegates to conferences or conventions conducted by the Union shall be granted time off without pay to attend such conferences or conventions. Such conferences or conventions shall not exceed a total of four (4) work days per calendar year for the bargaining unit. To be eligible for the use of such Union leave, employees shall give at least fourteen (14) days advance notice of intended use of such Union leave. No more than one (1) bargaining unit employee may utilize such Union leave.

- d. FOP National: The City agrees that the accredited representatives of the Fraternal Order of Police Ohio Labor Council shall have full and free access to the premises to discuss and conduct Union business; except that the City shall have been given reasonable notice of such visits and normal and required duty and work shall not be subjected to interruptions and harassments.

- e. Bulletin Boards: The City shall provide exclusive bulletin board space for use by the FOP for the purpose of posting notices.

All notices which appear on the FOP's bulletin board shall be posed by the designated Union official. FOP notices relating to the following matters may be posted:

1. Union recreational and social affairs;
 2. Notice of Union meetings;
 3. Union appointments;
 4. Notice of Union selections;
 5. Results of Union elections;
 6. Reports of standing committees and independent arms of the FOP; and
 7. Publications, rulings or policies of the FOP.
- f. The City will allow the employees access to a meeting room within the Police Department to conduct any FOP business, providing such meeting does not interfere with the operations of the department as determined by the Chief of Police.

ARTICLE 11
OVERTIME ASSIGNMENT AND EQUALIZATION

- Section 1. The city will be the sole judge of the necessity of overtime.
- Section 2. The City shall make a good-faith effort to equalize overtime among bargaining unit members within the classification(s) and shift(s) as much as is practicable under the circumstances. Bargaining unit members offered overtime and for any reason refuse or fail to work, shall be credited as if they had worked.
- Section 3. Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed.
- Section 4. Overtime compensation shall mean one and one-half (1 ½) times the hourly compensation rate of a bargaining unit member. The member may elect to take overtime compensatory time in lieu of compensation. The use of the compensatory time shall be at the discretion of the bargaining unit member. The Chief may deny such request if the absence leaves the shift short of a staffing level according to minimum staffing as in the departmental policy or interferes with the efficient operations of the department. Such request shall not be unreasonably denied. Accumulation of compensatory time shall not exceed one hundred and twenty (120) hours.
- a. With multiple requests for the same time period, the use of compensatory time shall be approved based upon the most senior bargaining unit employee asking for the comp time off, if such request is made prior fifteen (15) days of the requested date. If requests are made less than 15 days, they shall be reviewed on a first come, first serve basis.

- b. Compensatory time shall be taken in a minimum of one (1) hour increments.

Section 5. The FLSA overtime rate shall be paid for all hours actually worked in excess of eight (8) in any twenty-four (24) hour period or in excess of forty (40) in any pay week. Sick leave, compensatory time, vacation, and other paid time off shall not be considered "hours actually worked" for the purposes of overtime. Overtime will not be paid for hours that exceed eight (8) in a twenty-four (24) hour period if those extra hours are a result of shift rotation or assignment to the swing shift. Any modification or change in an eight (8) hour schedule will be discussed with the FOP, Ohio Labor Council representative and such discussion may require a mutually signed agreement to said change. Should the discussion fail to have a mutual agreement, either party may agree to a notice to negotiate such change.

Section 6. No later than June 1st and December 1st of each year, the Police Chief or his designee shall post a shift selection sheet designating the number of Patrol Officers, Sergeant, and Dispatcher slots to be scheduled on each of the three shifts. All three classifications (Patrol, Sergeants, Dispatchers) will be assigned on each shift.

Section 7. During these two designated posting periods, members will sign-up for their shift preference by seniority within their classification on the posted sheet. The schedule will cover a 6-month period and will run January 1-June 30, and July 1-December 31. However, nothing precludes the starting and ending dates from being slightly modified to coincide with the beginning/ending of department pay periods, or upon mutual agreement of management and the union.

Section 8. Recognizing there will be instances beyond the control of management whereby a shift will need to be covered due to illness/injury leave, military leave, other leave, the Police Chief or his designee may designate up to three (3) Patrol Officers, up to one Sergeant, and up to two (2) Dispatchers as "swing" upon the posting of the schedule. Classification seniority will be the determining factor in this designation, absent a request by a more senior member to hold that designation. In that case, the more senior member will fill that position.

Section 9. The provisions of this shift bid process shall not apply to newly hired or newly promoted bargaining unit members during the probationary period, who will be assigned by the Police Chief or his designee. Additionally, the provisions shall not apply to those assigned to the special assignments of: Detective, Drug Task force, Administrative Sergeant, Records Clerk, and Dispatcher Supervisor – they will not be included in the bidding process. Any assignment positions created subsequent to this agreement

that require special scheduling considerations will be mutually discussed by management and the Fraternal Order of Police, Ohio Labor Council.

Section 10. Nothing in this Article precludes the Police Chief or his designee from allowing bargaining unit members from within the same classifications to voluntarily switch shifts upon written request, so long as the switch does not result in overtime costs. The switch may be for one or more days. Due consideration shall be given to the reason(s) for the requested switch by the Member(s).

ARTICLE 12 **WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder and other similar acts, the following conditions of this Agreement shall automatically suspend without recourse from the FOP/OLC, upon declaration of said emergency by the Mayor. Said declaration of emergency shall expire after a 48-hour period unless the declaration of emergency is extended by order of the Mayor.

- a. Time limits for grievances until the emergency has been declared ended.
- b. Limitations on distribution of work assignments.
- c. Limitations on distribution of overtime except that any bargaining unit member shall be paid overtime pay for hours worked in excess of his normal workday or workweek.
- d. In addition and notwithstanding other Articles of this Agreement, the City reserves the right during any such emergency to assign employees to work without regard to their employment classification but limited to the activities of such classification.

ARTICLE 13 **DISCIPLINE**

Section 1. No bargaining unit member shall be disciplined, suspended or discharged without just cause. A bargaining unit member who may be disciplined must be notified within ten (10) working days from the date the City knew or should have known of the infraction. A bargaining unit member shall be entitled to reasonable notice of any such allegation(s) that may result in discipline, suspension and/or discharge. A bargaining unit member shall also be given an opportunity to respond to any such allegation(s) prior to being disciplined, suspended or discharged.

Section 2. A bargaining unit member shall be given a copy of any warning, reprimand or other disciplinary action entered on his personnel record within a reasonable period of time not to exceed ten (10) working days forth the date the action was taken. Further the bargaining unit member and Union President shall be given a copy of any suspension and/or discharge notice within ten (10) working days of the action taken. The individuals to whom copies are provided in accordance with this section shall sign an acknowledgment that they have received the copies.

Section 3. Any bargaining unit member who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In the case of suspension, the bargaining unit member will be advised of the duration of the suspension. In the case of discharge, or in the case of a predisciplinary interview, the bargaining unit member shall be advised of his right to have a representative present.

Section 4. Any suspension shall be for a specific number of consecutive days on which the bargaining unit member would be regularly scheduled to work.

Section 5. It is important that the bargaining unit member complaints regarding unjust or disciplinary suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step. 2.

Section 6. The City has made available to each bargaining unit member the existing work rules, Policies and Procedures including rules of disciplinary infractions. Further, the City shall furnish a copy to the Bargaining Unit associate and make available to each bargaining unit member any other work rule(s) being placed in effect. No changes in work rules or policies shall be made without posting and making available the change ten (10) days prior to implementation.

Section 7. Work rules, policies, orders and directives are to be interpreted and applied fairly to all bargaining unit members.

ARTICLE 14
SENIORITY

Section 1. Seniority shall be a bargaining unit member's uninterrupted length of continuous service with the City commencing with the bargaining unit members date of hire into the bargaining unit position. A bargaining unit member shall have no seniority for the initial probationary period, but, upon compliance of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is absent without report for three (3) consecutive work days unless the bargaining unit member has a reasonable excuse for failing to report the absence;
- (d) Is laid off for a period equal to the amount of seniority held at the time of lay-off commences or thirty-six (36) consecutive months, whichever is less; or
- (e) Fails to report to work within ten (10) calendar days of mailing of notice of recall from layoff said notice to be provided by certified mail, addressed to the bargaining unit members last known address as shown on the City's records.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, the department, and date of hire for each bargaining unit member. The City shall provide the Bargaining Unit Associate with a list of additions to or deletions from the seniority list, if any, on an annual basis or whenever changed.

ARTICLE 15

PROBATIONARY PERIOD

Section 1. The probationary period for all newly hired and promotional probationary bargaining unit members shall be one (1) year from date of hire or promotion. Newly hired bargaining unit members shall have no seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from the date of hire.

Section 2. The City shall have the sole discretion to discipline or discharge newly hired probationary unit members or to reduce promotional probationary bargaining unit members to their previous rank and any such action shall not be applicable through any Grievance or Arbitration procedure herein contained, or any Civil Service Procedure.

ARTICLE 16
LAYOFFS

Section 1. Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds, or abolishment of positions, the bargaining unit members to be reduced will be laid off in the following order:

- (a) All part time employees;
- (b) Employees within the classification who have not completed their probationary period;
- (c) Regular full-time employees within the classification who have completed their probationary period;
- (d) In the application of the foregoing, bargaining unit members will be retained by reason of their seniority.

Section 2. Regular bargaining unit members shall be laid off on the basis of their seniority within the classification. The bargaining unit members in the sergeant's classification shall have the right to bump an employee with lesser seniority in the patrolman classification. Patrolmen shall not have any bumping rights against dispatchers.

Section 3. A regular, full-time bargaining unit member shall be given a minimum of two (2) weeks advance notice of layoff whenever practicable under the circumstances.

Section 4. In the event a bargaining unit member is layoff he shall receive payment on a pro rata basis for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the layoff.

Section 5. Bargaining unit members shall be recalled in the inverse order of layoff from their job description. A bargaining unit member on layoff will be given ten (10) working days from the date the City mails notice of recall to advise the City of his acceptance or rejection of recall. Recall notices shall be sent by certified mail, return receipt requested, to bargaining unit member's last known address, as shown on the bargaining unit member's employment record with the City. In the event a job opening occurs in a lower rated job classification, the most senior bargaining unit member on the layoff list will be recalled and given the option of accepting or rejecting the lower rated job description. In the even the recalled bargaining unit member accepts the job opening, he/she will have the right to claim his/her original job in the event it becomes available within thirty-six (36) months from recall date.

ARTICLE 17
EXPENSES

Section 1. In the event that a member, at the specific written request of the Police Chief, uses his personal automobile for Police business in the interest of the City, he or she may be entitled to submit a statement for reimbursement of automobile mileage at the rate of thirty-one cents (\$.31) per mile.

In the event a City ordinance is passed with a greater mileage allowance during the term of this Agreement, employees of the bargaining unit shall receive the same allowance as set forth in the ordinance with same effective date as the ordinance.

Section 2. Bargaining unit employees who are required to leave the City of Streetsboro and stay overnight may receive approved expense money where practicable and when such overnight lodging/expenses are approved in advance by the Finance Director.

Section 3. Any expenses turned in from a trip shall be paid to the employee when reasonably practicable after such receipts were turned in.

ARTICLE 18
MILITARY LEAVE

Section 1. The parties agree that Military Leave shall be in accordance with Federal and Ohio law and the Administrative Codes thereto.

ARTICLE 19
JURY AND WITNESS DUTY

Section 1. A bargaining unit member called for jury duty shall be granted a leave of absence for the period of jury service and will be compensated for the difference between his regular pay and jury duty pay. To be eligible for jury duty pay, a bargaining unit member shall turn in to the City a jury pay voucher showing the period of jury service and the amount of jury pay received.

Section 2. A bargaining unit member subpoenaed as a witness for matters within the scope of his employment outside his normal scheduled work hours shall be compensated a minimum of three (3) hours at one and one-half (1 ½) times his/her hourly rate of pay each case required to attend. Should another case, hearing or conference be scheduled within 2 ½ hours of the original case, for the employee appearing, it shall be considered one case, hearing or conference. Should the employee be required to be in court

more than three (3) hours, he/she shall receive compensation for all hours in attendance at one and one-half (1 ½) times his/her hourly rate of pay.

The employee required to attend court or another administrative hearing, shall verify his time with a form completed with the actual time and a signature of the bailiff or court clerk, and the signature of the employee. An employee will not be required to report to the Police Station prior or upon completion of the hearing(s).

ARTICLE 20
SCHOOL COST REIMBURSEMENT

Section 1. Upon presentation of receipt/proof of payment, the City will reimburse the costs incurred by a bargaining unit member who attends, completes and obtains certification of satisfactory completion from the school or training facility attended by the bargaining unit member at the request of the City and/or authorized by the Police Chief.

ARTICLE 21
SICK LEAVE RETIREMENT PAY

Section 1. Upon the retirement of a bargaining unit member who has not less than ten (10) years of continuous employment with the City of Streetsboro and who has qualified for retirement benefits from the State of Ohio Public Employees Retirement System of Ohio Police and Fire Pension Fund, such bargaining unit member shall be entitled to receive a cash payment equal to this hourly rate of pay at the time of retirement, multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the bargaining unit member, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred sixty (960) hours.

Section 2. In the event of the death of a full-time bargaining unit member who has at least 10 years of continuous service with the City of Streetsboro, the benefits payable above shall be paid first directly to his/her surviving spouse or if there is none, then to his/her estate as a lump sum single payment. The last effective pay rate of the employee shall be applied herein.

ARTICLE 22
VACATIONS

Section 1. All full-time bargaining unit members shall be entitled to vacation benefits as follows: From the date of employment to the following December thirty-first (31st), vacation time will be pro-rated on the basis of one point

fifty-fourth (1.54) hours for each eighty (80) regular hours worked. This is considered one year. Forty hours first year, pro-rated.

The following January first (1st) through December thirty-first (31st) is considered two (2) and full-time bargaining unit members shall be entitled to earn eighty (80) hours of vacation at their current rate of pay until their fifth (5th) year.

Beginning with the fifth (5th) year of employment, the following vacation schedule applies:

Five years: Fifteen (15) work days, 8 hours per day,
Six years: Sixteen (16) work days, 8 hours per day,
Seven years: Seventeen (17) work days, 8 hours per day,
Eight years: Eighteen (18) work days, 8 hours per day,
Nine years: Nineteen (19) work days, 8 hours per day,
Ten years: Twenty work days, 8 hours per day,
Eleven years: Twenty-one (21) work days, 8 hours per day,
Twelve years: Twenty-two (22) work days, 8 hours per day,
Thirteen years: Twenty-three (23) work days, 8 hours per day,
Fourteen years: Twenty-four (24) work days, 8 hours per day,
Fifteen years: Twenty-five (25) work days, 8 hours per day,

Section 2. Vacation shall be taken at a time approved of in advance by the Police Chief or his designee with the most senior bargaining unit member granted a preference when two or more bargaining unit members request the same time period.

Section 3. Vacation may be taken in a minimum segments of one (1) hour, not to exceed twenty-five (25) days annually. Requests for individual days off are subject to the minimum staffing needs of the department. Such requests must be made to and approved by the employee's scheduled shift OIC, or the duty OIC if the shift OIC is unavailable. Thereafter, only forty (40) hours segments of vacation may be taken as time off from work. An employee may request a one day selection of vacation or more although another bargaining unit member is approved for a 40 hour block or is presently on vacation. However, for both pre-scheduled vacation requests, and non pre-scheduled vacation requests, as outlined in this Article, forty (40) hour blocks or more of vacation supersede any request for individual days off when such requests cover the same time period. Requests covering two (2), three (3) or four (4) consecutive workdays shall be treated as separate requests for leave covering individual workdays which irrelevantly fall consecutively. Cannot use more than two (2) types of leave per shift.

- Section 4. If a bargaining unit member with at least one (1) year seniority voluntarily terminates his employment or is involuntarily terminated by the City, he shall be eligible and entitled to receive payment for all earned, accrued, but unused vacation time. In the case of death of a bargaining unit member, said vacation time shall be paid to the bargaining unit member's beneficiary.
- Section 5. Employees earning three (3) weeks or more in a calendar year may carry over up to two (2) weeks of vacation for use in the next calendar year with the approval of the Chief. Employees under this provision shall elect either to bank vacation for purposes of retirement or to use in the next calendar year. Vacation time carried over to the next fiscal year must be used or forfeited. Vacation time may be banked for purposes of retirement but shall not exceed ten (10) weeks.
- Section 6. The City may accept prior Ohio public service credit.
- Section 7. Employees serving disciplinary suspensions of thirty (30) days or more shall not earn vacation leave.
- Section 8. Employees on a voluntary unpaid leave of absence shall not earn vacation leave.
- Section 9. Pre-Scheduled Vacation Request: Seniority will govern during this selection process, with selection slots based upon Streetsboro Police Department fill-time service. Each employee is provided with his/her allotted vacation hours for the upcoming year, and a designated time frame to post his/her vacation time requests. Patrol & Sergeants select and post as one group for the Patrol schedule. Dispatch selects and posts as a separate group for the Dispatcher schedule.

All such requests shall be in blocks of five or more workdays (40+ hour blocks), or, the member may select individual day(s), pursuant to the individual day numerical restrictions of Section 3 of this Article during vacation selection, with the understanding that 40+ hour blocks will supersede requests for individual days (i. e. if other less senior members select the same date as your individual day(s) as part of 40+ hour blocks, the 40+ hour block may supersede (or "bump") the individual date request). Three (3) officers and one (1) Dispatcher may pre-schedule the same time period, regardless of shift assignment. Upon completion, the Employer will post all pre-scheduled vacation time for employees to coincide with the posting of the new work schedule which then goes into effect. The new work schedule shall reflect all pre-scheduled vacation leave.

The Police Chief or designee reserves the right to modify such vacation requests in order to maintain effective departmental operations and services to the community. Such requests shall not be unreasonably denied. Should such circumstance arise, the Police chief or designee will provide the union a minimum of thirty (30) days notice of such operational change, or in the case of exigent circumstances, as much notice as is practicable under such circumstance.

Section 10. Non Pre-Scheduled Vacation Request: For the purposes of vacation selection among the bargaining unit members as outlined in Section 9 of this Article, the Employer will allow three (3) officers and (1) dispatcher to pre-schedule vacation time off at a given time during the department's designated vacation selection period, regardless of shift assignment. Thereafter, the Employer will continue to allow vacation time to be requested throughout the succeeding work schedule (this shall be considered "non pre-scheduled requests").

Section 11. In the event of the death of a full-time bargaining unit member, any unused vacation time the member held shall be payable to the surviving spouse, or if none, to the estate of the bargaining unit member. Said payment shall be made as a single lump-sum payment.

Section 12. Officers in specialty assignments, when not assigned to patrol duties, shall not be included in the maximum number of officers permitted off by the Employer.

Section 13. Any vacation leave approved by the Police Chief or designee under this Article may be cancelled upon a declaration of emergency. In the event any vacation leave is cancelled by the Employer, the employee shall: 1) be given as much advance notice as is practicable under the circumstance, 2) shall not lose such vacation time, and 3) shall be permitted to carry over such vacation time into the succeeding year if not re-scheduled.

ARTICLE 23 **HOLIDAYS**

Section 1. All full-time bargaining unit members shall receive time and one-half (1-1/2) for hours worked on the following holidays excluding the floating holiday:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving |
| 4. Good Friday | 11. Friday after Thanksgiving |
| 5. Easter Sunday | 12. Christmas Eve |
| 6. Memorial Day | 13. Christmas |
| 7. Independence Day | 14. Floating Holiday |

Effective January 1, 1998 and each calendar year of the Labor Agreement, all bargaining unit members shall receive one hundred and twelve (112) hours of holiday compensatory time, and such time shall be taken at the members' discretion as long as such time off does not interfere with the efficient operations of the department.

Section 2. In order to be eligible for the above holidays, the bargaining unit member must be actively employed and not on leave of absence or injury.

Section 3. Any member who separates his/her employment and has used more holiday compensatory time prior to the celebrated holiday, such time used shall be deducted as compensation from the earned income prior to the separation.

Section 4. Members may convert a maximum of forty (40) hours of holiday compensatory time to paid compensation at the straight hourly rate of pay. The request shall be made thirty (30) days prior to the payment, and such payment shall be made the first payday in December.

ARTICLE 24 **PAY PERIODS**

Section 1. All full-time bargaining unit members of the City shall be paid bi-weekly, on the basis of the appropriate schedule of hourly or annual rates for such classification, grade and step.

ARTICLE 25 **SHOW-UP**

Section 1. All bargaining unit members who are required to report outside of their regular scheduled shift shall be given a minimum of three (3) hours pay or work at time and one-half (1 - ½) their regular hourly rate, except when such call-out starting time overlaps into their regular scheduled starting time, then time and one-half rate (1 - ½) shall be paid for the actual hours worked.

ARTICLE 26 **CLOTHING ALLOWANCE**

Section 1. In the event an employee resigns, is terminated, or is otherwise separated from employment, the uniform allowance shall be prorated (employee entitled to receive number of months employed) and any remaining amounts deducted from the employee's last paycheck.

Upon the execution of this Agreement and retroactive to July 1, 2012, the Employer will provide a cash stipend uniform allowance for each year of this Agreement to Bargaining Unit Members in all three categories covered by this Agreement in the following amounts:

A. Police Officers and Sergeants:

July 1, 2012 – June 30, 2013 - \$1,000

July 1, 2013 – June 30, 2014 - \$1,100

July 1, 2014 – June 30, 2015 - \$1,200

B. Dispatchers:

July 1, 2012 – June 30, 2013 - \$550

July 1, 2013 – June 30, 2014 - \$600

July 1, 2014 – June 30, 2015 - \$650

The City will purchase and provide as well as own police officers service pistols.

Employees activated for military service leave shall be eligible for uniform allowance benefits away from duty on such leave (i.e. may not “roll over” unused uniform allowance from one calendar year into the next calendar year upon return to duty).

Section 2. Employees who have damaged their uniform while in the performance of their duties, the City shall reimburse the officer for the replacement or repair of the damaged item to a maximum of \$200.00 annually.

Section 3. Employees shall be provided with a protective vest. Those employees that have a vest shall receive a protective vest at the manufacturer’s recommended replacement date. The vest shall be worn as directed by departmental policy.

Section 4. New members of the Streetsboro Police Department shall receive an initial allowance of \$1,000.00 for new uniforms upon appointment. The amount is above the prorated uniform allowance that the new member receives as outlined in Section 1. This allowance will be used to purchase uniforms and equipment approved by the Safety Director in advance from suppliers approved by the City. Should the new employee fail to complete the probationary period, the amount expended by the employee will be deducted from his final paycheck.

Section 5. Should the Employer mandate uniform or equipment replacement/modifications it shall be the Employer’s responsibility to cover the cost of any/all equipment, replacement/modifications.

Section 6. Non-probationary members of the Police Department may use the uniform allowance for the purchase of an off duty firearm provided the dealer is approved in advance by the police chief or his designee and the firearm complies with departmental policy.

ARTICLE 27
CLASSIFICATIONS

Section 1. Bargaining unit members shall be placed in occupational groups, job classifications and hourly or yearly rates of compensation as follows:

<u>Group and Classification Title:</u>	<u>Class:</u>
A. Dispatcher	4
B. Police Officer (full-time)	11
C. Sergeant	12

Section 2. The Chief of Police may recommend that a new bargaining unit member be placed in a grade and step according to his qualifications within the established limits of the schedule of compensation, after receiving written budgetary clearance from the Finance Director and with written approval of the Mayor.

ARTICLE 28
COMPENSATION

Section 1. The basic wage rate (excluding longevity, shift differentials, increased as follows):

Effective July 1, 2012 (1%)					
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$18.65	\$19.88	\$21.05	\$22.40	\$23.05
11	\$20.96	\$24.00	\$27.37	\$28.40	\$29.29
12					
rank 14%					\$33.39

Effective July 1, 2013 (1%)					
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$18.84	\$20.08	\$21.26	\$22.63	\$23.28
11	\$21.17	\$24.24	\$27.64	\$28.69	\$29.58
12					
rank 14%					\$33.72

CLASS	Effective July 1, 2014 (2%)				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$19.22	\$20.48	\$21.68	\$23.08	\$23.74
11	\$21.59	\$24.72	\$28.20	\$28.98	\$30.17
12					
rank 14%					\$34.40

Section 2. Class 12 employees (Sergeants) shall be paid a rank differential of 14% above the top step patrol officer.

Section 3. Upon the approval of the Internal Revenue Service, The Public Employees Retirement System and the Ohio Police and Fire Retirement System, the City shall commence a program allowing employees to defer the payment of federal and state income taxes on their contributions to the appropriate retirement system provided such program does not result in any additional cost to the City.

Section 4. For all officers and bargaining unit members of the Police Department, the following experience requirements shall determine place in grade:

Step 1	No experience
Step 2	Six (6) months experience and has completed Regular schooling
Step 3	One (1) year experience
Step 4	Two (2) years experience
Step 5	Three (3) years experience

Said experience may be within the Streetsboro Police Department or another police agency.

ARTICLE 29

SHIFT DIFFERENTIAL AND OTHER PAY

Section 1. Each full-time Police Department bargaining unit member shall be entitled to a shift differential of thirty-five cents (\$.35) per hour for all hours actually worked between 4:00 p. m. and 8:00 a. m.

Should the starting/quitting time for the shifts be adjusted at the discretion of the Employer under Article 3 of this Agreement, shift differential shall still apply to the designated afternoon and midnight shift hours.

Section 2. Patrolmen placed in the position of officer-in-charge, as determined by the approved chain of command for the Police Department, shall be entitled to two (\$2) dollars per hour additional pay for that period of time in which said officer is in charge of a shift, upon the following condition:

The most senior Patrol Officer on a particular shift shall act as O. I. C. (Officer in Charge), unless said Patrol Officer is deemed by the Sergeant as not being fit for such responsibility due to improper training, incompetence or other such documented deficiency; in such case, that Officer shall be suspended from O. I. C. duties for a period of ninety (90) days, subject to reappraisal of his Sergeant. During this suspension period, when such officer would otherwise be eligible to serve as an O. I. C. in the absence of the Sergeant, the next most senior Patrol Officer shall serve as O. I. C.

Section 3. A Police Officer who qualifies as an expert pistol shooter shall receive a bonus of two hundred dollars (\$200.00) per year for each year he qualifies.

Section 4. The one Dispatcher assigned to dispatch supervisory responsibility, as determined by the Employer, shall receive seventy-five cents (\$.75) an hour over the regular base rate. The parties agree that occasional performance of such duties by other Dispatchers does not entitle those Dispatchers to such additional payment.

Section 5. The Union agrees that it is a management right for the Chief to assign Field Training Officers (FTO). Officers assigned FTO duties shall be assigned by the Police Chief or his designee and shall be paid one dollar (\$1.00) per hour in addition to their regular rate of pay for any/all time spent training new bargaining unit members. Said payment will only be made if the employee providing the training has successfully completed an FTO training course.

Section 6. Effective July 1, 2012, bargaining unit members holding the dispatcher position shall be paid three hundred dollars (\$300) per year, payable on the employee's anniversary date, for being E.M.D. (Emergency Medical Dispatch) certified. Effective July 1, 2013 the amount will be three hundred fifty dollars (\$350) and effective July 1, 2014 the amount will be (\$400).

ARTICLE 30 **LONGEVITY**

Section 1. Full-time bargaining unit members, in addition to their regular rate of pay, shall receive longevity pay based on the employee's length of service with the Employer. The longevity pay shall be added to the employee's base rate and compounded for the purposes of overtime. Longevity pay shall be adjusted at the next pay period following the employee's anniversary date of employment.

Service allowance shall be as follows:

<u>Upon Completion of</u>	<u>\$ Per Hour</u>
3 years	\$0.43
4 years	\$0.52
5 years	\$0.61
6 years	\$0.69
7 years	\$0.78
8 years	\$0.84

Section 2. Prior service with the City, the State of Ohio or any political subdivision thereof, shall not be included for purposes of computing longevity pay.

ARTICLE 31
SICK LEAVE

Section 1. Sick leave shall be defined as an absence with pay necessitated by 1) illness, pregnancy, or injury to the bargaining unit member; 2) exposure by the bargaining unit member to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the bargaining unit member's immediate family. Sick leave will be approved for an immediate family member only where the presence of the employee is required to care for such immediate family member. Time off for doctor and dental appointments shall be charged to sick leave.

Section 2. All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, except on overtime, and may accumulate such sick leave to an unlimited amount.

Section 3. A bargaining unit member who is to be absent on sick leave shall notify the City of such absence and the reason therefore as soon as possible.

Section 4. Before an absence may be charged against accumulated sick leave, the Police Chief may require proof of illness, injury or death, or may require the bargaining unit member to be examined by a physician designated by the Police Chief and paid by the City. In any event, a bargaining unit member absent for three (3) days or more must supply a physician's report to be eligible for paid sick leave.

Section 5. If a bargaining unit member fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination the Police Chief, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the bargaining unit members absence, such leave may, at the Police Chief's discretion, be considered an unauthorized leave and shall be without pay.

Section 6. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 7. The Police Chief may require a bargaining unit member who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the City, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 8. Bargaining unit members shall have the right to trade one (1) sick day for one (1) personal day with a limit of (3) per calendar year. The use of personal time will be taken in no less than one (1) hour segments as approved by the Police Chief and approval will be granted so long as the request would not interfere with efficient operations of the police department, or, take the requesting member's shift below minimum staffing levels as determined by the Police Chief. In emergency situations, short notice approval will not be unreasonably withheld. The Police Chief or designee reserves the option at his discretion to request such member provide sufficient proof of the "emergency situation" before personal time is actually paid.

Section 9. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be construed to mean: husband, wife, son daughter, grandchild, brother, sister, mother, father, grandmother, grandfather. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include the bargaining unit member's parents, grandparents, spouse, spouse's grandparents, spouse's parents, child, grandchild, brother, sister or person in loco parentis. In addition to chargeable sick leave referred to herein, the responsible administrative officer shall grant three (3) days paid leave for absence due to death in the immediate family of such employee. This time granted shall not be chargeable to sick leave.

Section 10. If it appears to the Police Chief that a bargaining unit member may be physically or mentally unable to continue to perform the required duties, then the Police Chief shall require a certificate from a licensed physician or licensed psychologist of the City's choosing that the bargaining unit member is able to perform his required duties.

Bargaining unit members shall take periodic physical examinations to determine continual fitness for duty as determined by the Chief of Police or the Safety Director for all safety personnel.

Bargaining unit members refusing to fully cooperate in the required examinations shall be suspended from work, and employment terminated not later than thirty (30) after the initial notice.

Section 11. The City shall select the physician or psychologist and pay the cost of any required examination. Falsification of any written statements, physicians or psychologist's certificates shall be grounds for immediate disciplinary action, including dismissal.

Section 12. The appointing authority shall, as of the last day of the month in any year, terminate the employment of any bargaining unit member of their respective departments in the classified service only, who has attained the age of sixty-five (65) or such age set by federal law.

Section 13. Good Attendance Bonus. If a bargaining unit member uses less than forty (40) hours of sick leave during a calendar year, he/she shall be eligible, if the employee elects the bonus, for payment of the unused sick leave hours derived from subtracting the actual hours used from forty (40) hours. The resulting sick leave hours shall be at the calendar year's hourly rate and multiplied by one hundred (100%) percent. The unused hours paid out in the bonus will be removed from the books and will not accumulate. Payment will be made on the first full pay period in January following the particular year.

The parties agree to refer to the City-wide Policy effective September 4, 2012. (Attached)

ARTICLE 32
PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS
LEAVE

Section 1. The City, upon written request of a pregnant bargaining unit member, shall grant such bargaining unit member a leave of absence without pay, subject to the following:

A. Length of Time

Leaves of absence shall be limited to the period of time that the pregnant bargaining unit member is unable to perform the substantial and material duties of the bargaining unit member's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician, not to exceed six (6) months. If the bargaining unit member is unable to return to active work status within six (6) months, such bargaining unit member may be granted a reasonable extension.

B. Physician's Certificate

A pregnant bargaining unit member requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the bargaining unit member shall be unable to perform the substantial and material duties of the bargaining unit member's position due to pregnancy, childbirth, or related medical conditions.

C. Sick Leave Usage

Upon request, a pregnant bargaining unit member shall be permitted to use any or all of the bargaining unit member's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the bargaining unit member is unable to work as a result of pregnancy, childbirth or related medical conditions. A bargaining unit member using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period.

D. Maternity Leave

A pregnant bargaining unit member shall, upon request, be permitted to use any or all of the bargaining unit member's accumulated leave at any time prior to or following childbirth.

E. Inclusive of FMLA Leave

All time under this Article, whether unpaid or substituted with paid leave as permitted, shall count and be inclusive of the employee's FMLA leave entitlement under Article 33.

ARTICLE 33
FAMILY MEDICAL LEAVE

Section 1. Employee may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

Section 2. The Employer may require an employee to use compensated accumulated time which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has eighty (80) hours or less of compensated accumulated time to exhaust such time.

ARTICLE 34
INJURY DUTY LEAVE

- Section 1. In the event of an occupational injury, or illness incurred as a direct result of performing his or her sworn duties as a police officer and dispatcher, said employee will be entitled to up to, but not more than ninety (90) work days of injury leave.
- Section 2. To apply for and receive any benefits under this Article, the employee shall first make an application for Workers Compensation Benefits and complete a "reimbursement agreement." Written application shall then be made to the employer or his designee accompanied by the "reimbursement agreement" and a certificate from a licensed physician stating that the employee is unable to work, and that such disability is the result of the duties of the employee.
- Section 3. Upon receipt and approval of the employee's application, the employer shall place the employee on injury leave, retroactive to the first day the employee was unable to work as a result of the injury.
- A. When Workers Compensation begins making payments, the employee shall submit payments received, to the employer.
- B. Once, however, an employee has been determined as partially or totally disabled by the Bureau of Workers Compensation, or after the approved injury leave has been concluded and reimbursement made for all hours permitted, all payments received thereafter shall be retained by the employee.
- Section 4. There shall be no deduction of sick leave from the employee unless the request for Workers Compensation Benefits is allowed, and such deduction shall be for all time off taken for any claim of injury or illness under Section 2.
- Section 5. There shall be no loss of benefits under this Labor Agreement while a bargaining unit member is on injury leave. Employees utilizing approved paid Injury Leave benefits shall be considered day shift employees while on such approved paid leave, and shall not accumulate overtime. Further, employees utilizing the provisions under this Article are prohibited from working for any outside employer during the approved paid Injury Leave period, as well as departmental approved extra job details.
- Section 6. The Mayor may allow an extension up to ninety (90) days of injury leave and such extension begins upon the completion of the first ninety (90) days of injury leave.

ARTICLE 35
UNPAID LEAVES OF ABSENCE

- Section 1. An Employee who has completed one (1) year of continuous service with the city may be granted a leave of absence without pay because of injury, illness, education purposes, or other personal reasons. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the Employee to the Employer.
- Section 2. All leaves of absence (and any extension thereof) must be applied for and granted in writing. Except in cases of emergency, the leave request shall be filed with the Employee's department head not later than four (4) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes, and the specific reason for the leave when the leave is for other purposes. The Employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.
- Section 3. Leaves of absence will not be granted for the Employee to seek employment with another employer, nor shall any Employee work for another employer during the time period he is on leave. Any Employee who works for another employer while on leave shall have his leave cancelled immediately and be subject to disciplinary action.
- Section 4. When an Employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the Employee is able to perform the work, as determined at the discretion of the Employer.
- Section 5. An Employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.
- Section 6. Unpaid time used for FMLA-qualifying purposes under this Article shall be counted against the employee's applicable twelve (12) weeks of FMLA leave.

ARTICLE 36
INSURANCE

Section 1. The Employer shall continue to provide group insurance. Effective January 1, 2010, the Employer will provide two insurance program options (Program A and Program B) and employees have the right to choose which insurance program they wish to enroll in during any open enrollment event. Switching between programs is not available during any other time of the contract. Additions to and/or subtractions from an insurance program is permitted throughout the year within thirty (30) days of a qualifying event (as defined by the insurance carrier).

Section 2. The employer retains the right to change health care and life insurance providers during the term of the contract in as much that bargaining unit employees shall receive comparable coverage that existed at the time of the modification.

Section 3. Employee contributions: Employees are responsible for paying their specified percentage of the premium for health insurance, dental insurance, vision and life insurance and said percentage will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions are as follows:

Effective January 1, 2012
Program A – 11%
Program B – 5%

Effective January 1, 2013
Program A – 13%
Program B – 7%

Effective January 1, 2014
Program A – 15%
Program B – 9%

No member shall pay more than 15% of the fully insured healthcare premiums.

Section 4. Where both spouses are employed by the City of Streetsboro, only one will be eligible for health insurance coverage that being the family plan.

Section 5. A full-time employee eligible for health insurance coverage may elect not to be covered under the City provided health insurance plan and receive a payment of fifty (50%) of the premium that the City would have paid for

that employee. This payment is made only on the single plan premium rate for Program A regardless whether the employee is on the single or family plan. An employee electing such payments in lieu of coverage must notify the Finance Department thirty (30) days before the first of the month in which they do not want coverage. The employee will be allowed two (2) changes during a two (2) year period that begins with the policy term (currently May 1st) where an election not to be covered or an election to return coverage is considered a change. A return to coverage will also required a thirty (30) day advance notice. Payments to employees not electing coverage shall be made quarterly in accordance with the policy period. Employees who have a spouse employed by the City shall not be eligible for this provision. An employee who drops City provided coverage and subsequently wished to re-enroll for City provided coverage shall be subject to the pre-existing condition policy and the physical exam policy of the City's health insurance carrier at no cost or liability to the City. If an employee elects not to be covered under the City provided health insurance plan, the employee may elect to be covered under the City provided dental and/or vision insurance plan(s).

Section 6. The City will make available a Section 125 premium only plan effective June 1, 2010. This plan will offer payment of qualified premiums at pre-taxed dollars.

ARTICLE 37
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 38
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 39
SAVINGS CLAUSE

Section 1. If during the period of this Agreement a law, rule or regulation is either in existence or becomes so, which shall render any part of provision of this Agreement invalid, then such invalidation shall not in any way restrain the parties from adhering to the remaining portions and/or Agreement.

ARTICLE 40
TOTAL AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union.

ARTICLE 41
EXTRA JOBS

Section 1. All sworn police officers may work any departmental approved jobs outside the police department by an employer different than the City of Streetsboro. The City of Streetsboro shall not be responsible as the police officer's employer when the officer is working such a job.

Payment shall be made directly to the officer from the outside employer.

Section 2. All job details shall be posted, and the officers may apply to work the details. A representative of the Union will monitor extra jobs worked for the purpose of equalization for the officers participating.

ARTICLE 42
PERSONNEL FILES

Section 1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit members shall have access to their records including training, attendance and payroll records as well as those records maintained as personnel file records.

Section 2. Every Bargaining Unit member shall be allowed to review the contents of his personnel file at all reasonable time upon written request except that any member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process.

Section 3. All entries of a disciplinary or adverse nature shall be maintained in the personnel file which shall be maintained in the office of Human Resources. The affected member shall be notified of any such entry and be given a copy of the entry. No unfounded complaint shall become part of any Bargaining Unit member's personnel file.

Section 4. Records of disciplinary action shall have no force and effect in future disciplinary actions according to the following schedule provided there have been no intervening disciplinary action taken during the same time period:

Verbal warning or written reprimand --	12 months
Short term suspension (3 days or less) --	18 months
Long term suspension (more than 3 days) --	24 months

ARTICLE 43 **SUBSTANCE TESTING**

Section 1. Drug and alcohol screening/testing shall be conducted randomly and/or upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the result of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 2. All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The Employer shall also have the right to conduct testing under this Article by use of the "breathalyzer" methodology.

Section 3. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the

results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 4.

Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be subject to disciplinary action, up to and including discharge. If the investigation reveals the employee has tested positive for drugs which the employee has been medically prescribed, such employee may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program under this provision due to abuse of prescription drugs may be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the assistance program. If no such leave credits are available, such employee may be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 5.

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. For purposes of this Article, "random" shall mean not more than two (2) times per year, except that drug tests may be performed at any time upon reasonable suspicion of drug use.

Section 6. No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 7. The employee and the FOP/OLC shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 8. Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

ARTICLE 44 **PROMOTIONS**

Section 1. When the City determines that a vacancy exists in an existing position of rank and determines to fill such vacancy, the procedure shall be as follows:

- a. The City shall give a promotional examination in accordance with the City's Civil Service Rules and Regulations.
- b. For all candidates who pass the written examination, they shall have only their seniority credit added. No military or other credits shall be added to candidates passing scores.
- c. An eligibility list of the top (3) candidates will be established by the Civil Service Commission and submitted to the Mayor-Safety Director.
- d. The Mayor-Safety Director shall appoint one of the three candidates within thirty (30) days the Civil Service Commission submits the promotional eligibility list.

ARTICLE 45
MEAL ALLOWANCE

- Section 1. The City shall reimburse a bargaining unit member attending City approved training outside the City, which training lasts less than one full day and extends past lunch hour, up to Fifteen Dollars (\$15.00) for a lunch meal.
- Section 2. The City shall reimburse a bargaining unit member attending City approved overnight training outside of the City up to Thirty Dollars (\$30.00) per day for meals.
- Section 3. Sections 1 and 2 above do not apply where meals are provided as part of or included with the training and the bargaining unit member chooses not to participate.
- Section 4. The dollar amounts to be reimbursed under Section 1 and 2 above do not include tips or the purchase of any alcoholic beverage.

ARTICLE 46
INVOLUNTARY DISABILITY SEPARATION

Section 1 – Involuntary Disability Separation (IDS) – Pursuant to O.A.C. 123:1-30-01 “an employee who is unable to perform the essential job duties of the position due to a disabling illness, injury or condition may be involuntarily disability separated.” If substantial credible medical evidence exists an appointing authority may impose an IDS without a medical examination. Otherwise, an appointing authority may require an employee to submit to a medical examination to determine his/her fitness for duty.

Section 2 – Medical Examination- Prior to the examination, the appointing authority shall provide the physician it selects with 1) facts related to the condition, 2) physical and mental requirements of the employee’s position, 3) job classification specifications, and 5) position description. These documents will aid the physician in determining after a physical of the employee whether the employee can perform the essential job duties. The appointing authority pays for the examination, and the appointing authority and the employee receive the results of the examination.

If the employee fails to participate in the examination process, the employee has committed “insubordination,” punishable by imposition of discipline up to and including removal. If after the physical examination, the appointing authority receives notice that the employee cannot perform his or her essential job duties of the employee’s assigned position due to a disabling illness, injury or condition, the appointing authority shall institute pre-separation proceedings.

Section 3 – Due Process Before separating an employee, the appointing authority must give the employee 72 hours notice of a pre-separation hearing. At this hearing, the employee has the right to examine the evidence, rebut the evidence, and present evidence and testimony on the employee's own behalf. If after weighing the evidence the appointing authority determines the employee is unable to perform his or her job duties, then the appointing authority shall issue an involuntary disability separation order. The involuntary disability separation order should include the employee's reinstatement rights, including procedures to apply for reinstatement.

Section 4 – Appeal Rights After an IDS order is issued, the employee has the right to appeal the decision through the grievance process.

ARTICLE 47
DURATION

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP and except as otherwise noted herein shall become effective July 1, 2012 and shall remain in full force and effect until June 30, 2015. If either party desires to make any changes in the Agreement for a period subsequent to June 30, 2015, notice of such desire shall be given no later than May 30, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 48
EXECUTION

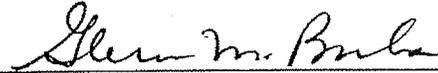
Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2012.

FOR THE UNION:
Fraternal Order of Police
Ohio Labor Council,

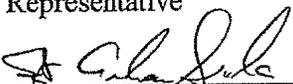
FOR THE EMPLOYER:
City of Streetsboro, Ohio



Representative



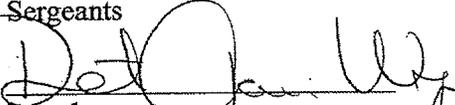
Glenn M. Broska, Mayor



Sergeants



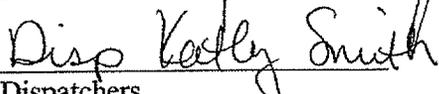
Roy Mosley, Chief of Police



Patrolmen



Clayton D. Morris, Director of HR



Dispatchers

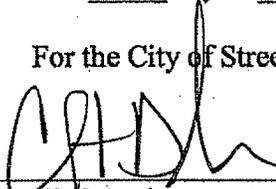
Memorandum of Understanding

ARTICLE 11
OVERTIME ASSIGNMENT AND EQUALIZATION

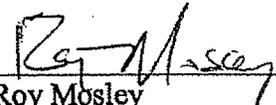
Section 5: The FLSA overtime rate shall be paid for all hours worked in excess of eight (8) in any twenty-four (24) hour period or in excess of (40) in any pay week. Sick leave, compensatory time, vacation, and other paid time off shall be considered "hours worked" for the purposes of overtime. Overtime will not be paid for hours that exceed eight (8) in a twenty-four (24) hour period if those extra hours are a result of shift rotation or assignment to the swing shift. Any modification or change in an (8) hour schedule will be discussed with the FOP, Ohio Labor Council representative and such discussion may require a mutually signed agreement to said change. Should the discussion fail to have mutual agreement, either party may agree to a notice to negotiate such change.

Agreed this 1 day of February, 2013

For the City of Streetsboro:

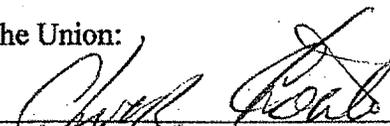


Clayton D. Morris
Human Resource Director

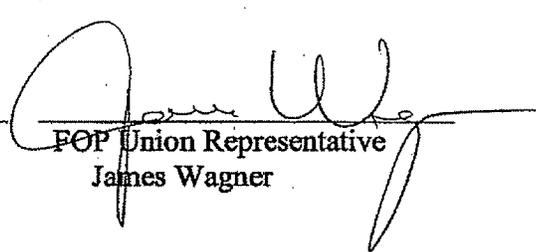


Roy Mosley
Chief of Police

For the Union:



FOP Union Staff Representative
Chuck Choate



FOP Union Representative
James Wagner

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

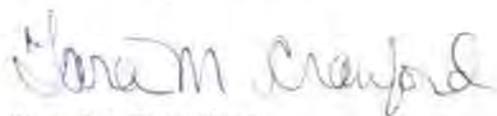
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-04-0385
EMPLOYEE ORGANIZATION,	}	12-MED-04-0386
	}	12-MED-04-0387
and,	}	
	}	
CITY OF STREETSBORO,	}	
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. Glenn Broska
9184 State Route 43
Streetsboro, OH 44241