



A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

12-MED-05-0539
2341-03
K29628
03/15/2013

AND



THE CITY OF NILES

(PATROLMEN)

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2015

AS PREPARED BY:

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TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE(S)</u>
ARTICLE 1 PREAMBLE	1
ARTICLE 2 UNION RECOGNITION	1
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 DUES DEDUCTION	2-3
ARTICLE 5 NONDISCRIMINATION	3
ARTICLE 6 NO STRIKE/NO LOCKOUT	3
ARTICLE 7 EMPLOYEE RIGHTS	4-5
ARTICLE 8 DISCIPLINARY PROCEDURE	5-6
ARTICLE 9 GRIEVANCE PROCEDURE	6-10
ARTICLE 10 PROBATION PERIODS	10
ARTICLE 11 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES	11-12
ARTICLE 12 SENIORITY	13
ARTICLE 13 BULLETIN BOARDS	14
ARTICLE 14 HOURS OF WORK/OVERTIME	14-16
ARTICLE 15 REPORTING PAY/MINIMUM CALL-IN AND HOLDOVER	17
ARTICLE 16 VACATION	18-19
ARTICLE 17 PAID HOLIDAYS	20
ARTICLE 18 SICK LEAVE/FUNERAL LEAVE	21-25
ARTICLE 19 LONGEVITY PAY	25
ARTICLE 20 CLOTHING ALLOWANCE	26
ARTICLE 21 COURT DUTY	27
ARTICLE 22 MILITARY LEAVE	27
ARTICLE 23 SERVICE RELATED INJURY	28-29
ARTICLE 24 WAGES AND SHIFT DIFFERENTIAL	30-31
ARTICLE 25 HOSPITALIZATION, LIFE INSURANCE, OPTICAL, DRUG AND DRUG PRESCRIPTION	32-34

TABLE OF CONTENTS CONT'D.

<u>ARTICLES</u>	<u>PAGE(S)</u>
ARTICLE 26 LIABILITY INSURANCE AND INDEMNITY	35
ARTICLE 27 PENSIONS	36
ARTICLE 28 MISCELLANEOUS	37
ARTICLE 29 PROMOTIONAL EXAMINATIONS	37-38
ARTICLE 30 PERSONNEL FILES	38
ARTICLE 31 LABOR/MANAGEMENT COMMITTEE	39
ARTICLE 32 WAIVER IN CASE OF EMERGENCY	39
ARTICLE 33 SEVERABILITY	40
ARTICLE 34 HEALTH AND SAFETY	40
ARTICLE 35 EDUCATIONAL COMPENSATION	40-41
ARTICLE 36 RETIREMENT INCENTIVE	41
ARTICLE 37 SCHEDULING AND WORK ASSIGNMENTS	42
ARTICLE 38 MINIMUM MANNING	42-43
ARTICLE 39 LAYOFF AND RECALL	44
ARTICLE 40 TRAUMA LEAVE	44
ARTICLE 41 LEAVE OF ABSENCE	44
ARTICLE 42 TRADING TIME	45
ARTICLE 43 PAST PRACTICE/PREVAILING RIGHTS	45
ARTICLE 44 CREDIT UNION	45
ARTICLE 45 PATROL SPECIAL DUTY ASSIGNMENTS	46-47
ARTICLE 46 DURATION OF AGREEMENT	48
SIGNATURE PAGE	49
MULTIPLIER PAY SCALE	50-53
APPENDIX 1	54
APPENDIX 2	55
Dental MOU	56

ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the City of Niles, Ohio, hereinafter referred to as the “Employer”, and the FOP, Ohio Labor Council, Inc., hereinafter referred to as the “Union or the “FOP” or “ FOP/OLC.” This Agreement is intended to formalize the understandings reached between the Negotiating Committees of the Employer and the Union and to establish certain terms and conditions of employment for the police employees of the City of Niles. The further purpose of this Agreement is to promote cooperation and harmonious relations between the Employer and its police employees.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement, “bargaining unit” shall be deemed to include those individuals employed by the Employer in the classification as set forth below:

Duly sworn officers in the following classification:

Patrolmen and below

Section 2.2 The Employer recognizes the Union for the purpose of collective bargaining and any and all matters relating to the wages, hours, and any working conditions of all members of the bargaining unit, except as modified by other provisions of this Agreement. Said recognition shall continue for a term of as provided by law.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1 The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms and set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure,
- B. Direct, supervise, evaluate, or hire Employees,
- C. Maintain and improve efficiency and effectiveness of operations,
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted,
- E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain Employees,
- F. Determine the adequacy of the work force,
- G. Determine the overall mission of the Department,
- H. Effectively manage the work force, and
- I. Take actions to carry out the mission of the Department as a governmental unit.

Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement. Those divisions affecting the Employee's rights as provided by this Agreement or conditions of the Employees employment may be challenged through the grievance and arbitration procedures of this Agreement

ARTICLE 4 – DUES DEDUCTION

Section 4.1 The Employer agrees to deduct from the wages and salaries of the Bargaining Unit Members' dues required by the FOP/OLC by payroll deduction. All members of the bargaining unit all either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09 ©, starting the thirty-first (31) day of employment with the employer or execution date of this Agreement, whichever comes first.

Section 4.2 All bargaining unit Employees who are not members of the FOP/OLC shall pay a fair share fee to the FOP/OLC in the amount of Employee dues as set by the FOP/OLC from time to time. The deduction to the fair share fee from any earnings of the Employee shall be

automatic and does not require a written authorization for payroll deduction. Payment to the FOP/OLC of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 4.3

Dues and Fair Share Fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

ARTICLE 5 – NONDISCRIMINATION

Section 5.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, national origin or political affiliation.

Section 5.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to mean male and female employees.

Section 5.3 Where there is an alleged violation of the provisions of this Article that qualified for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission and which does not impact on the balance of the Agreement, a grievance which results from the alleged violation shall be deferred pending action by either of the aforementioned regulatory bodies. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal of these agencies.

ARTICLE 6 – NO STRIKE/NO LOCKOUT

Section 6.1 The Union agrees to the essential nature of services provided by its members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no more interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Section 6.2 The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 1 of this Article.

Section 6.3 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7 – EMPLOYEE RIGHTS

Section 7.1 An employee has the right to the presence and advice of a Union Associate or Staff representative of the Union at all disciplinary matters.

Section 7.2 An employee who is to be questioned as a suspect in any investigation of any criminal charges against him shall be advised of his constitutional rights before any questioning starts.

Section 7.3 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 7.4 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 7.5 Upon written request and during day shift, within seventy-two (72) hours of the request, an employee shall be allowed the opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7.6 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 7.7 All complaints by civilians which may result in disciplinary action of any employee shall be reduced to writing and signed by the complainant within ten (10) days of the alleged incident. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is charged.

Section 7.8 Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, except no employee shall be charged with insubordination where such refusal is premised on his exercise of the rights and advice afforded him in Section 2 hereof.

Section 7.9 Bargaining Unit Members shall be notified whenever the Employer receives an inquiry from the media or press in relation to the employee's personal file. The Employer agrees not to release that file until employee is given an opportunity to review the file. The Employer further agrees not to issue any news releases, photographs or personal information related to an employee or his family without the employee's approval within the limits of the law.

ARTICLE 8 – DISCIPLINARY PROCEDURE

Section 8.1 Any Bargaining Unit Member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the occurrence giving rise to such disciplinary action. However, in the case of an investigation such notice shall be given three (3) days after the completion of said investigation. In the case of suspension or discharge, the Employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the FOP/OLC.

Section 8.2 Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 8.3 Any disciplinary action against a Bargaining Unit Member may be appealed in accordance with the dispute resolution procedure of this Agreement.

Section 8.4 Progressive discipline will be used as a method of imposing discipline in steps with first offense meriting light punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and then a discharge. If the offenses are of a serious nature, the Chief of Police may determine that a different sequence is required.

Section 8.5 Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule; barring no reoccurrence of the same incident:

Oral Reprimands – 6 months

Written reprimands - 12 months

Suspensions of three days or less - 18 months

Suspensions of four days or more - 24 months

Written reprimands shall not affect the employee's civil service efficiency rating. Records of suspension shall not affect the employee's civil service efficiency rating for more than the next applicable promotional exam. Any individual suspension shall affect the loss of no more than two (2) efficiency points. A suspension which has been grieved shall not affect the employee's civil service rating if the grievance is not resolved prior to the time the list is validated.

Section 8.6 Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days from the receipt of the notice of discipline by the employee. The imposition of any disciplinary action, except termination, shall be stayed pending outcome of the appeal through the grievance and arbitration procedure.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1 **Grievance Defined.** A grievance is any unresolved question or dispute regarding the wages, hours, terms and conditions of employment of Bargaining Unit Members, any disciplinary actions of the employer and any alleged failure of the Employer to comply with all applicable law affecting a Bargaining Unit Member, including, but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 9.2 **Qualifications.** A grievance may be initiated by any Bargaining Unit Member who believes himself/herself to be aggrieved. When a group of Bargaining Unit Members desire to file a grievance involving more than one member in the same manner, the grievance may be filled by the Union, provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation "et al". Class grievances shall be filed within thirty (30) days of the date on which any of the like affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the second step of the grievance procedure. A "Working Day" shall be defined as Monday through Friday, excluding Holidays and weekends.

Section 9.3 **Grievance Procedure.** The following are the implementation steps and procedures for the handling of Bargaining Unit Members' grievances:

A. Chief of Police – Step 1

1. A Bargaining Unit Member having a grievance shall immediately notify the Union, and present it in writing to the Police Chief within ten (10) of his working days after the events or circumstances giving rise to the grievance have occurred, or when the employee reasonably should have known of their occurrence. Grievances submitted beyond the ten (10) working day limit need not be honored, although they will be processed through this procedure if time limits are waived at this step.
2. Within ten (10) of his working days of this receipt of the grievance, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the

grievance with the Grievant. The Grievant may bring with him to this meeting one (1) other member of the bargaining unit and the Union Associate or Union Staff Representative if requested by the Grievant.

3. In the meeting called for at this step, the Chief shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within ten (10) of his working days of the meeting in this step, the Chief shall submit to the Grievant and to the Union his written response to the grievance.

B. Appointed Administrator – Step 2

1. When the grievance is against the Chief or is filed as a “Class Action”, Step 1 will be passed and the grievance will go to Step 2.
2. The same format at Step 1 will be used and all time limits will be the same. From Step 2, it may be taken to the Mayor’s step.
3. Anywhere in the outline of Step 1 that the word Chief is used, the word Employer may replace it for format of Step 2.

C. Mayor – Step 3

1. Should the grievance not be satisfied with the written answer received in Step 2, within ten (10) working days after his or her receipt thereof, he may submit the grievance, together with the written response received in the prior step, to the Mayor and request that the meeting contemplated by this Step 3 be scheduled.
2. Upon receipt of the grievance, the Mayor shall schedule a meeting with the Union to be held within ten (10) days to discuss the grievance.
3. Prior to this meeting with the Mayor, the Mayor or his designated representative shall make a thorough investigation of the circumstances and allegations surrounding the grievance. Such investigations may include the taking of written statements, reviewing all available written reports, answers at the prior steps, corrective action reports, time records, assignment sheets, written instructions, policies, rules and regulations and all other pertinent information concerning the Grievant.
4. The Grievant may bring with him to the meeting with the Mayor one (1) other employee and a Union Associate and or the Union Staff Representative from the FOP/OLC.

5. The Mayor shall render his decision in writing and deliver to the Grievant and the Union his written decision within ten (10) days after the meeting with the Grievant.

Section 9.4 Time Off. Grievants may be given a reasonable time to consult with the Union Associate during working hours, relative to a grievance matter, after first notifying his or her immediate supervisor of such desires, without loss of pay or other benefits. The Grievant need not reveal to his or her supervisor the nature of the potential grievance matter. The Grievant's supervisor will arrange a meeting to take place as soon as possible for the employee with the Union Associate. Grievants and the Union Associate will be permitted a reasonable amount of time to investigate and process grievance matters during their scheduled hours of employment. The investigative and processing time will not be abused by the member, the Union Associate, or by the Employer or its representatives. In a grievance matter joined in by more than one (1) Bargaining Unit Member, only one (1) of those Bargaining Unit Members shall participate in the investigative and processing steps provided by this Article, while on duty.

A Grievant, the employee chosen by the Grievant to attend meetings, and the Union Associate shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure, with prior approval of their respective supervisors. Union Associate shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably denied, and the withholding of such approvals shall result in an automatic equivalent extension of time limits, within which a Grievant must appeal his grievance or have it heard.

Grievants shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Steps 1 & 2 shall be held during the Grievant's working hours.

Section 9.5 Time Limits. It is the Union's and the Employer's intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Grievant and the Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Section 9.6 Representatives in Meetings. In each step of the grievance procedure herein, certain specific Associate and or Union Staff Representatives are given approval to attend the meetings therein prescribed. It is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution of the grievance.

Section 9.7 **Working Days.** For the purpose of counting time, “working days” as used in this Article will not include Saturdays, Sundays or holidays.

Section 9.8 **Arbitration.** Should a Grievant, after receiving the written answer of the Mayor, still feel that the grievance has not been resolved to his or her satisfaction, he or she may request of the Union that the Union make the final decision as to whether any grievance will be pursued to arbitration. If the Union decides to pursue arbitration, the Grievant or the Union must make written application to the Employer for the arbitration within thirty (30) working days of the Grievant’s receipt of the written answer from the Mayor at Step 3.

Section 9.9 Within ten (10) working days following the receipt by the Mayor of the request for arbitration, the Employer or its representatives will contact the representative of the Union for the purpose of selecting an impartial arbitrator. The arbitrator shall be elected by requesting the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) or FMCS to submit a panel of seven (7) names of arbitrators from which the Employer and the Union shall select one (1) by alternately striking names until one is remaining. If, however, either party fails to agree to strike names, the other party may rank his order of preference for arbitrator and FMCS or AAA shall have the authority to appoint an arbitrator according to said ranking.

Section 9.10 All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AAA as appropriate. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator’s decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proposed within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

Section 9.10a The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rate or classifications not negotiated as part of this Agreement, unless expressly provided herein. In case of discipline, the arbitrator shall have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, as noted on the grievance form.

Section 9.11 The ruling and decision of the arbitrator shall be final and binding upon the parties. The award, if in favor of the Grievant, will be immediately implemented by the Employer.

Section 9.12 The costs of the services of the Federal Mediation and Conciliation Service, the fee of the arbitrator, the costs of any proof produced at the direction of the arbitrator, the rent (if any) for the hearing room and all other costs of arbitration shall be borne by the losing party. If either party desires the arbitration proceedings to be recorded, the costs of the reporter and any transcript requests shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if at all, by the party requesting same. Any bargaining unit employee in attendance for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

Section 9.13 Awards. The arbitrator shall forward his findings, award, and all supporting data, to the representatives of the parties.

Section 9.14 Disciplinary grievances involving suspensions or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Article 9, Section 3. All other grievances related to disciplinary action are to be filed at Step 1.

ARTICLE 10 – PROBATION PERIODS

Section 10.1 Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during the second six (6) months of his probationary period and shall have no appeal over such removal.

Section 10.2 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position at any time during his probationary period, with no loss of seniority.

Section 10.3 Any employee bidding to and receiving a specialty job, will be able to return to his old position or shift within thirty (30) working days. If he stays and finishes the Employer's probation of ninety (90) days, he will be locked into the position for one (1) year. An employee bidding to a position and completing ninety (90) days cannot be removed without just cause. The employee may be removed from the position if both the Employer and employee agree to the removal.

**ARTICLE 11 - APPLICATION AND INTERPRETATION OF WORK RULES,
POLICIES AND DIRECTIVES**

Section 11.1 The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of Employees while at work and the conduct of the Employer's services and programs.

Section 11.2 The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every Employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Staff Representative of the FOP/OLC and the Local Union Associate prior to implementation. Upon request, the Employer shall provide the FOP/OLC with or access to available resource materials, studies or data relating to the merits of the changes prior to said meeting with the Employer. However, such materials shall remain the property of the Employer until such time as the Employer may choose to relinquish its rights thereto. If the FOP/OLC does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the FOP/OLC will waive its right to meet and confer on the changes.

Section 11.3 It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Employees under similar circumstances. Any Employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that Employee. This challenge shall be subject to the grievance procedure Article 13 Grievance Procedure.

Section 11.4 As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the FOP/OLC a copy or copies of the existing written work rules.

Section 11.5 All new Employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 11.6 The FOP/OLC recognizes that it is the exclusive statutory duty of the Chief and the City to establish general rules for the operation of the Department, however, the FOP/OLC may request that the Chief and the City meet to negotiate the affects of any work rules upon the wages, hours, terms and other conditions of employment of those Employees included in the bargaining unit and such request shall be honored, in a reasonable time frame.

Section 11.7 All rights, privileges affecting wages and benefits, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 11.8 During the term of this Agreement, if negotiations with any other City of Niles Employee bargaining groups receive financial benefits from the City of Niles which are more liberal than those within this Agreement, the City of Niles and the FOP/OLC shall meet to work out comparable benefits for the Union..

Section 11.9 Non-Employee representation by the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty Bargaining Unit Member Employee, provided that arrangement of the contact is not unduly disruptive of the Employee's job responsibilities.

Section 11.10 The parties recognize that it may be necessary for an Associate or Alternate Associate to leave a normal work assignment while acting in the capacity of the Associate or Alternate Associate. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by Associates and Alternate Associates. (Before leaving an assignment pursuant to this section, the Associate and Alternate must notify the officer in charge of the shift). The Employer will compensate the Associate and Alternate at the rate for the time spent in the good faith processing of grievances or any other union business during the Associate's and Alternate's regularly scheduled working hours. Any grievance meeting scheduled that the Associate or Alternate attends, will be scheduled during the Alternate's working hours and not on any of his scheduled days off.

Section 11.11 The Associate shall be paid three (3) hours per month in compensatory time for performing union related functions as needed. The Local Associate must show what union duties were performed per month. If no hours of time were used for union related functions, then the three (3) hours of compensatory time would not be granted.

Section 11.12 The Union shall be allowed to hold regular meetings on the Employer's premises. Any employee that is on duty may attend the meeting and will leave if they are given a call by the dispatcher. The meeting time shall be limited to 30 minutes for on duty employees.

Section 11.13 One member of the negotiating committee shall be allowed reasonable time off during his regular scheduled working hours to participate in collective bargaining meetings with the Employer without loss of pay. Said employee shall be available to answer calls.

ARTICLE 12 – SENIORITY

Section 12.1 “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 12.2 Employees who resign, are discharged for cause, are absent for three (3) consecutive work days without notifying the City, are laid off and fail to report to work within forty-eight (48) hours after the termination of an authorized leave of absence, are separated from service with the City and shall lose all seniority, unless the employee can provide the Employer with a reasonable excuse for his failure to comply with the provisions of this Article. No break in service shall occur while an employee is on layoff.

Section 12.3 An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.4 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 12.5 Employees who are laid off subsequent to the signing of this Agreement shall receive medical benefits coverage for two (2) full months plus any balance of unused time in their layoff month.

Section 12.6 Seniority for patrol officers shall be defined as length of continuous service with the Employer as a sworn officer. If more than one employee is hired on the same date, the employee’s respective positions on the civil service eligibility list will determine the order of seniority.

Section 12.7 For the purpose of this Agreement, seniority shall be defined as total continuous service in the Niles Police Department. Continuous service shall not be considered broken due to absence caused by military, pregnancy, injury or sickness.

ARTICLE 13 – BULLETIN BOARDS

Section 13.1 The Employer agrees to provide space for bulletin boards in the police access room to be used by the Union and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 13.2 Should a posting be made on the Union's bulletin boards which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such a removal.

Section 13.3 In the event the Union objects to the Employer's removal of a posting, the Union shall be entitled to petition the Federal Mediation and Conciliation Service (FMCS) for an expedited arbitration hearing on the disputed posting. Such arbitration shall be in accordance with the provisions of Article 7, Grievance Procedure.

ARTICLE 14 – HOURS OF WORK/OVERTIME

Section 14.1 The standard work period for all employees who are scheduled to work a steady turn will be:

Day turn, 8 hrs. 30 min.	6:45 a.m. – 3:15 p.m.
Afternoon turn, 8 hrs. 30 min.	2:45 p.m. – 11:15 p.m.
Midnight turn, 8 hrs. 30 min.	10:45 p.m. – 7:15 a.m.

Section 14.2 Each employee during the steady turn schedule outlined above shall work an average of 40 hours per week and an average of 8.5 hours per day inclusive to a ½ hour lunch period per day.

Section 14.3 When an employee is required by the Employer to work more than his scheduled shift, he shall be paid overtime pay for such time in excess of his scheduled 8 hours and 30 minutes, at one and one-half (1½) times his regular hourly rate of pay. In addition, should an employee work in excess of his regularly scheduled shift in a day, he shall be paid time and one-half (1½) for all hours in excess of his regularly scheduled shift.

Section 14.4 The standard work period for all employees who are not scheduled to work on a rotating shift shall be seven (7) days. The work period shall be computed starting at 12:01 a.m. Sunday and end on the seventh day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next seven (7) day period.

Section 14.5 Each employee who is affected by the seven (7) day work period shall work forty (40) hours per week, eight (8) hours per day inclusive to a one-half (½) hour lunch period per day.

Section 14.6 When an employee is required by the Employer to work more than forty (40) hours in a seven (7) day period, as defined in Section 4 above, he shall be paid overtime pay for such time in excess of forty (40) hours at one and one-half (1½) times his regular hourly rate of pay.

Section 14.7 Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 14.8 Employees shall be able to earn overtime and compensatory time at the rate of time and one-half (1½) and bank said time up to a maximum of two hundred (200) hours. Court time may also be taken at three (3) hours of compensatory time in lieu of pay. Upon the death of a Bargaining Unit Member, unused compensatory time shall be given to the employee's estate. Holiday time will not be computed as part of the compensatory time limit and may be used in any time increments.

Section 14.9 Each officer shall be entitled to a one-half hour lunch period per eight and one-half hour shift. The turn captain shall be responsible for scheduling the lunch period.

Section 14.10 Overtime Equalization.

- A. Overtime shall be distributed as equitably as practical and shall be equalized by bargaining unit (patrol officers) on a continuous basis. The City shall maintain an overtime list in order to determine which officer shall be called into work. If overtime is equal, the most senior employee shall be offered the overtime first.
- B. All overtime assignments excluding Court, as defined in Article 21, and grand jury shall be counted on the list. Anyone on an overtime assignment will be logged in on the radio by the dispatcher and the Employer, or his designee, on duty shall be notified. Any overtime worked is to be posted, including holdover and call out, excluding court time.
- C. Patrol Officers shall replace Patrol Officers.
- D. Overtime properly offered and refused shall be charged as if worked. No member shall be marked refusal for overtime when they refuse overtime for the replacement of a dispatcher, but if worked, it shall be posted on the overtime board.
- E. Employees on sick leave, injury leave, workers' compensation or leave of absence, in excess of fourteen (14) days, upon return to work, shall be charged the average number of overtime hours worked during the leave period.

- F. Probationary Patrol Officers shall not be placed on the overtime list until they have completed their first ninety (90) days of employment. Once they have completed their first ninety (90) days, they will then be charged the average of the total hours worked on the overtime board less special assignments, then placed on the list.
- G. All call outs are to be made from the overtime equalization list, i.e., overtime board. If no one from the list can be reached, the probationary officers may be called to fill the minimum manning portion of the Agreement.
- H. All call outs will be made by the supervisor when overtime has been deemed necessary.
- I. Employees cannot receive more than one (1) refusal in an eight (8) hour shift. Any refusal made following sixteen (16) hours worked in a twenty-four (24) hour period shall not be counted as a refusal.
- J. Outside of normal hours, all scheduled training is paid time and one-half (1½) of hours worked. This does not exclude travel time. If this training is scheduled on a holiday, employees will receive the holiday rate.
- K. All optional training offered by the department will be paid at straight time rate for hours attended. Officers scheduled off shall be offered this training by the Employer. If they choose to attend this training, these officers may take pay, comp time, or may schedule with their supervisor time for time at a later date. Training offered during officers' scheduled work hours will be paid at straight time rate. If this training is scheduled on a holiday, employee will receive the holiday rate.
- L. When a Patrolman volunteers for Overtime, that officer cannot be held over to cover another shift shortage due to a call off or shortage. The shortage must be covered by either a holdover of a Patrol Officer working the turn as regularly scheduled on their rotation (4on/ 2off) or a new call out shall be made. The Officer currently working the Overtime has the right to accept or reject the new O.T. according to their hours on the Overtime Equalization list. If the O.T. is denied, it will be filled by a hold over as previously stated according to seniority.

Section 14.11 This schedule will go into effect on March 1, 2003 for a trial period of ninety (90) days. The schedule will be reevaluated only if problems are created.

ARTICLE 15 – REPORTING PAY/MINIMUM CALL-IN AND HOLDOVER

Section 15.1 Whenever an employee is called to work at a time other than his regular work schedule, he shall be guaranteed four (4) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with the other Articles of the Agreement.

Section 15.2 It is understood that any call in which starts prior to the regular shift and continues into the employee's regular shift or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

Section 15.3 If an employee is to be held over due to a shortage on a turn, it will be offered to the most senior to the least working on the turn. If no one volunteers, the least senior employee will be ordered to stay at time and one-half their regular rate of pay for all hours worked.

ARTICLE 16 – VACATION

Section 16.1 Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule starting 2013:

<u>Increments</u>	<u>Weeks</u>
6 months but less than 3 years	1 week
3 years but less than 6 years	3 weeks
6 years but less than 10 years	4 weeks
10 years but less than 15 years	5 weeks
15 years but less than 20 years	6 weeks
20 years but less than 25 years	7 weeks
Completion of 25 years and after	8 weeks

Section 16.2 Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay which he has earned but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 16.3 Bargaining Unit Members may, at their option, carry over one week of vacation from one anniversary year to the next.

Section 16.4 Bargaining Unit Members may, at the employee's option, take his accumulated vacation leave in four (4) hour increments. An employee deciding to take such individual vacation leave days shall give the Employer seventy-two (72) hours advance notice of his request for such vacation day leave. The Employer shall grant or deny any such requests within forty-eight (48) hours of his request.

Section 16.5 The vacation year shall be from January 1 to December 31 of each year. In order to assure approval, block vacation requests (one week or more) must be submitted by March 31 of each year. Such requests shall be granted based upon departmental seniority; most senior in the department shall have first preference for vacation requests. All other vacation requests of four (4) hours or more shall be granted on a first come first serve basis, except that when two or more employees make simultaneous requests for the same period, then departmental seniority shall govern. Pre-approved vacations can only be cancelled for state of emergency, not solely because it will create overtime.

Section 16.6 Vacation weeks may be scheduled to fall between an employee's regularly scheduled days off, and may encompass more than one shift.

Section 16.7 Payment for Unused Vacation. Any employee entitled to four (4) or five (5) weeks of vacation may be paid at his regular rate for one week of vacation in lieu of time off. An employee with six (6) to eight (8) weeks of vacation may be paid at his regular rate of pay for two (2) weeks of vacation (in weekly increments only) in lieu of time off.

- A. Employees will submit request to auditor's office prior to November 1st of each year to receive pay for vacation. Employees may also carry over one (1) week's vacation into the next year, except for as provided in Section 3 above. This request will also be prior to November 1st. All vacation will be scheduled by November 1st; if not taken by December 31st, it will be lost.

Section 16.8 If the City cancels pre-approved, scheduled vacation, then the employee shall be paid for time worked during the scheduled vacation at one and a half times his rate of pay, and the employee, at the employee's option, may reschedule the vacation for another time at the employee's regular rate of pay.

Section 16.9 There shall be allowed at least one (1) patrol officer off (no matter what, vacation or comp time) per shift at a time, Supervisors' and Dispatchers' prior approved time shall not affect this right. Pre-approved comp time shall not be cancelled solely because it created overtime. More than one (1) officer off will be allowed, if it does not affect minimum manning.

Section 16.10 Service Credit. Any employee hired by the City into the bargaining unit position after the execution of this Agreement, shall only receive vacation credit service for actual time as a City of Niles employee.

ARTICLE 17 – PAID HOLIDAYS

Section 17.1 Bargaining Unit Members shall be entitled to holiday pay for each of the following holidays:

1. The first day of January, known as New Year’s Day;
2. The third Monday of February, known as Washington Lincoln Day;
3. Good Friday;
4. The last Monday in May, known as Declaration or Memorial Day;
5. Fourth day of July, known as Independence Day;
6. The first Monday of September, known as Labor Day;
7. The second Monday in October, known as Columbus Day;
8. Veteran’s Day;
9. The fourth Thursday in November, known as Thanksgiving Day;
10. The day after Thanksgiving;
11. The twenty-fifth day of December, known as Christmas Day;
12. The third Monday in January, known as Martin Luther King Day.

Section 17.2 A Bargaining Unit Member who works on any of the holidays designated in Section 1 above shall be paid at the rate of time and one-half for hours worked on said day(s) in addition to the holiday pay. Employees must work the scheduled day before and the scheduled day after the holiday to receive holiday pay, unless the employee is on pre-approved vacation, or pre-approved comp time, workers’ compensation leave, or on approved long illness or sick leave. The Chief has the right to assign special duty officers, except for the traffic officer, to work holidays if needed. The employee shall be given twenty-four (24) hours notice.

Section 17.3 Bargaining Unit Members are granted the right to refuse holiday pay and request compensatory (comp) time. Upon reasonable notice to the Turn Captain, the Bargaining Unit Member shall be permitted to take the above accumulated holiday time in any increment he desires. Such time shall be posted on the comp time board and need not be used in the year in which it accrued. Any accumulated holiday time shall not count toward the comp time maximum.

ARTICLE 18 – SICK LEAVE/FUNERAL LEAVE

Section 18.1 Bargaining Unit Members shall be entitled to accumulate sick leave at the rate of two and three tenths (2.3) hours with pay for each forty (40) hours of work. Unused sick leave shall be accumulative without limit.

Section 18.2 Bargaining Unit Members shall be entitled to use sick leave for absence due to personal illness, injury, exposure to a contagious disease which could be communicated to other persons, and to illness, injury or death in the member's immediate family.

Section 18.3 When an employee is unable to report to work, he shall notify his immediate supervisor one hour before he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor. When an employee becomes aware that he requires sick leave of more than one day's duration, he shall notify his immediate supervisor one hour before he is scheduled to report to work on the first day he is unable to work, and shall inform the supervisor of the expected date of return.

Section 18.4 Officers who are members of the bargaining units upon the ratification of this Agreement and who have been employed by the Employer for at least ten (10) full years shall, upon retirement or death, be entitled to compensation for a lump sum for accumulative sick leave. For officers hired prior to June 30, 1997, sick leave compensation shall be at the employee's regular straight time hourly rate of pay for the first five hundred and eighteen (518) hours of accumulated sick leave and at the prevailing federal minimum wage rate for all accumulated sick leave hours in excess of five hundred and eighteen (518). For officers hired after June 30, 1997, sick leave compensation shall be at the employee's regular straight time hourly rate of pay for the first five hundred and eighteen (518) hours of accumulated sick leave to a maximum of seven hundred and thirty hours (730) additional hours to be calculated at the then current federal minimum wage law.

Section 18.5 Should an employee utilize only one shift of regularly scheduled hours of sick leave or if an employee takes a combination of hours no more than eight (8) hours, or less, each quarter (January 1 – March 31, April 1 – June 20, July 1 – September 30, October 1 – December 31) of any calendar year, the employee shall be compensated within two pay periods after each quarter, at the employee's option, either a one hundred and twenty-five dollar (\$125.00) bonus or sixteen (16) hours of compensatory time. Normal absence due to a work related injury shall not disqualify an employee from this benefit, except use of injury pay for more than seven (7) shifts in any one quarter will disqualify the employee from this benefit.

Section 18.6

A. In addition to the provisions above, Bargaining Unit Members shall be entitled to five (5) days of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: employee's spouse, mother, father, child, step-child of current marriage, current mother-in-law or father-in-law, provided the member attends services the day of the funeral, except when special circumstances exist where this is not possible, upon notification and approval of the auditor.

B. In addition to the provisions above, Bargaining Unit Members shall be entitled to three (3) days of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: member's or member's spouse's grandparents, grandchild, brother, sister, or member's brother-in-law, sister-in-law, step-parent, or Loco Parentis, provided the member attends services the day of the funeral, except when special circumstances exist when this is not possible, upon notification and approval of the auditor.

C. In addition to the provisions above, Bargaining Unit Members shall be entitled to one (1) day of bereavement with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: member's or member's spouse's aunt, uncle, niece, nephew, provided the member attends services the day of the funeral, except when special circumstances exist when this is not possible, upon notification and approval of the auditor.

Section 18.7 The Employer shall have the Auditor's office meet with the police department's representative to verify and compute all Bargaining Unit Members' sick time and keep a running account of all accumulated and used time on each member's pay stub.

Section 18.8 Bargaining Unit Members use two (2) personal days per year chargeable to their accumulated sick time, so long as use of those days does not result in overtime. Use of personal days will not affect provisions of Article 18, Section 6 above.

Section 18.9 Family and Medical Leave. Employees who work for a minimum of twelve (12) months and 1,250 hours over the previous twelve (12) month period are entitled to Family and Medical Leave.

A. Twelve weeks for the birth, adoption or replacement of a foster child. (Must be taken during the twelve (12) month period immediately following the event), or twelve weeks for inability to work due to personal illness or to care for the spouse, child, parent or spouse's parent (s) with a serious illness.

- B. The first six (6) weeks will be sick leave without pay may be used. The second six (6) weeks will be vacation time first (except for one week vacation time), sick leave or leave without pay, but there are no requirements to exhaust leave. If sick time and vacation are all exhausted, the remainder of the twelve (12) weeks can be taken in comp time or as unpaid leave.
- C. No loss of any benefits when taking Family or Medical Leave.
- D. Guaranteed job when returning from leave.
- E. Additional twelve (12) weeks may be granted for (A) above, but if unpaid, must make COBRA payments.
- F. Benefits are provided by the Employer for all other provisions of leave under this Article.

Section 18.10 Any employee hired by the City into a bargaining unit position after the execution of this Agreement shall not be credited with sick leave of more than 120 hours for prior public service.

Section 18.11 Attendance Policy.

STATEMENT OF PURPOSE

The intent of this policy is to set forth the expectations with regard to employee attendance and further provide reasonable, fair and consistent mechanism for improving and maintaining an acceptable attendance level in the program.

ATTENDANCE EXPECTATIONS

An employee's attendance shall be considered unacceptable when an employee has three (3) occurrences of absence, documented or undocumented, in a three (3) month period. An absence for which an employee has a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties will not be considered an occurrence.

For the purposes of this policy, an occurrence shall be defined as an incident of absence, documented or undocumented, which may be a portion of a day, a full day, or a succession of days which are separated by at least one (1) workday.

A. OCCURRENCES

1. Any continuous absence of more than one hour
2. Consecutive shifts of work missed on the same illness/injury
3. Doctor follow-up on the same injury/illness as only 1 occurrence

B. EXCUSED ABSENCE

1. Jury Duty
2. Military Duty
3. Personal Leave
4. Vacation Time
5. Compensatory Time
6. Bereavement Leave
7. Hospital Stays
8. On the Job Injuries
9. FMLA Qualifying Events

MEDICAL EXCUSES REQUIRED

Employees who are absent from work for three (3) or more consecutive work days and/or FMLA qualifying events are required to have a doctor's excuse before returning to work.

DISCIPLINARY ACTION

1. Three occurrences in 90 days will result in a meeting with the administration to discuss the employee's attendance. The employee may have a Union Representative present at this meeting. This meeting will be considered an oral reprimand, but there will be a written record of said meeting in the employee's file.
2. Fourth occurrence in 90 days will result in a written reprimand.
3. Fifth occurrence in 90 days will result in a one day suspension, without pay.
4. Sixth occurrence in 90 days will result in a three day suspension, without pay, subject to termination.
5. Each sixty (60) calendar days of perfect attendance shall result in the reduction of the number of occurrences by one occurrence.
6. For purposes of this policy, 90 days will be defined in quarters and there will be four (4) quarters per calendar year.

TARDINESS

Occurrences of tardiness shall be treated separately from the occurrences of attendance. All employees will report to work at their scheduled starting times. Late starts shall be deducted in 6-minute increments for pay purposes.

An occurrence of tardiness is defined as the employee reporting for work late two times (for every 2 times, you would earn 1 occurrence). Discipline for tardiness is outlined below:

1. 2 occurrences within a 30 day period would result in a documented oral reprimand.
2. 4 occurrences with a 60 day period would result in a written reprimand.
3. 6 occurrences within a 90 day period would result in a one day suspension without pay.

4. 8 occurrences within a 120 day period would result in a 3 day suspension without pay, subject to termination. Each 60 day period without an incident of tardiness will result in the subtraction of 1 occurrence.

ARTICLE 19 – LONGEVITY PAY

Section 19.1 Longevity pay was forfeited in lieu of “Multiplier Pay Scale.”

ARTICLE 20 – CLOTHING ALLOWANCE

Section 20.1 Effective January 1, 2013; all Bargaining Unit Members shall be entitled to a uniform and clothing allowance in the amount of Nine Hundred Dollars (\$900.00) to be distributed on March 1st of each year of this Agreement. In addition, probationary employees hired after January 1, 2003 shall be issued a purchase order at a uniform shop for the following equipment:

- | | |
|------------------------------|-----------------------------|
| 3 – Summer Uniform Shirts | 2 – Badges |
| 3 – Winter Uniform Shirts | 1 – Winter Jacket |
| 3 – Pair Uniform Pants | 1 – Pair of Boots |
| 1 – Spring/Fall Jacket | 1 – Rain Coat |
| 1 – 8 Point Hat | 1 – Hat Badge |
| 1 – Duty Belt and Inner Belt | 1 – Rechargeable Flashlight |
| 2 – Pairs of Handcuffs | |

Section 20.2 The Chief shall direct any Bargaining Unit Member under his command to replace any piece of uniform or clothing which is badly worn.

Section 20.3 Any Bargaining Unit Member whose uniform is damaged or lost while in the line of duty shall be responsible for replacing said uniform. For the purposes of this section, the uniform is defined as shirt, pants and shoes. In order to protect the employee from additional losses for any one incident, an employee shall be reimbursed for the cost of the (additional) damaged or lost item or items, with the approval of the Safety Director.

Section 20.4 The Employer shall maintain the practice of providing necessary leather goods to all employees.

Section 20.5 **A.** All uniform changes and additions of any kind shall be mutually agreed upon by the Employer and the bargaining unit. If any change is deemed necessary by the City and the Bargaining Unit, it shall be done during the negotiations of the Labor Agreement.

B. All uniform changes of any kind will be mutually agreed upon by the Employer and the bargaining unit. Short Sleeve Shirts shall be an option from April 1 – April 15 and become mandatory on April 16 each year. Long Sleeve Shirts shall be optional from October 1 – October 15 and become mandatory on October 16 each year.

ARTICLE 21 – COURT DUTY

Section 21.1 Any employee who is in capacity as a police officer is required to report for court duty outside of his regular scheduled work shift shall be a minimum of three (3) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with the other Articles of this Agreement.

Section 21.2 Any employee that is required to report for court duty must have a court form signed and stamped by court personnel (when possible) in order to get paid. A signature will be considered sufficient in instances where a stamp is not available.

Section 21.3 Whenever approved by the Employer, Employees called in to work for any time period shall be paid not less than four (4) hours or actual time spent, whichever is greater.

Section 21.4 When an Employee is appearing in court on behalf of the Employer, they shall be paid not less than three (3) hours or actual time spent, whichever is greater.

ARTICLE 22 – MILITARY LEAVE

Section 22.1 All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps., or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call out for a period not to exceed thirty-one (31) calendar days per year per employee.

Section 22.2 The employee is required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

Section 22.3 Employees on such leave shall be paid during such absence for the difference between their regular straight time wage and their military pay for such period, as verified to the Chief by military pay voucher. The City shall also continue to pay for and provide health insurance and life insurance during such leave for twelve (12) months, which period may be extended by the Employer.

ARTICLE 23 – SERVICE RELATED INJURY

Section 23.1 In the event of service connected occupational illness or injury, Bargaining Unit Members who are compelled to be absent from duty upon the recommendation of a certified physician, shall receive injury leave at full pay for the period of disability, provided that such absence does not exceed one (1) year from the occurrence of such disability to total a one (1) year period.

Section 23.2 The Bargaining Unit Member agrees to turn over to the Employer any weekly compensation check which represents wages paid from any fund that the Employer contributes to, in exchange for receiving his regular paycheck, in accordance with the present practice.

Section 23.3 Any lump sum payment received by the Bargaining Unit Member for a permanent injury or illness remains the property of the member.

Section 23.4 Any Bargaining Unit Member on injury leave shall be entitled to reinstatement upon approval of a certified physician at the rate of pay of the position to which the member is reinstated at the time of such reinstatement.

Section 23.5 Bargaining Unit Members shall continue to accumulate seniority while on injury leave.

Section 23.6 Injury leave shall not be charged against accumulated sick leave.

Section 23.7 If any employee incurs a service connected occupational illness or injury, and requires a treatment at a later time upon recommendation of a certified physician, he then is entitled to injury leave. Example: If an officer was shot and returned to work at a later time, and then requires corrective surgery years later, he would be permitted to undergo this surgery without it affecting his accumulated sick leave.

Section 23.8 Section 7, above, shall include all officers currently employed, who have been injured in the line of duty.

Section 23.9 In the event the injury or disability is disallowed by the Bureau of Worker's Compensation of the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time. If the employee does not have accumulated sick leave or vacation time to cover either all or part of the time off up to and including the date of the claim is disallowed, then any monies paid to the employee by the City under this Article shall be repaid by the employee to the City.

Section 23.10 Any Bargaining Unit Member who takes any action(s), as a police officer, while in an off-duty situation, shall be considered the same as any action(s) taken by the Bargaining Unit Member involved in any on-duty situation.

Section 23.11 Any Bargaining Unit Member, who takes any action as a police officer in a bona fide secondary employment setting, as defined by the City's secondary job policy, shall be considered the same as any action(s) taken by any Bargaining Unit Member involved in any on-duty situation.

Section 23.12 In circumstances where an employee is eligible for light duty under conditions set forth by a certified physician, and with the approval of the Safety Director (which shall not be unreasonably withheld), the employee shall be authorized to work alternative duty assignments on his bid shift, or if the employee volunteers on an alternate shift. If the employee is not in a bid position, the Employer may assign the employee to alternate duty on any shift so long as assignments are on a consistent basis. The employee shall not be required to perform duties on day turn one day, afternoon the next, and midnight the following day or any other similar combination. In the event the opinions of two physicians conflict, a third physician will be selected by the other two, and the opinion of the third physician shall be binding. The costs incurred for examination by the City physician and the third physician shall be borne by the City.

ARTICLE 24 – WAGES AND SHIFT DIFFERENTIAL

Section 24.1 Effective March 1, 2013, the base annual rate of pay for a patrolman with 5 years of service shall be \$46,712.03. The starting wage for a new patrolman hired after March 1, 2013 will be paid \$35,968.26 this includes pension with a base annual pay of \$32,698.42.

Section 24.2 Effective January 1, 2014 or year two of the CBA, the base annual pay will increase 0%. The Employer shall pay to each member a lump sum bonus in the amount of 600.00

Section 24.3 Effective January 1, 2015 or year three of the CBA, the base annual pay will increase 0%. The Employer shall pay to each member a lump sum bonus in the amount of 600.00.

Section 24.4 The base annual rate of pay for first year patrolmen shall begin on the first day of service to the Employer, and shall end at the completion of one (1) year of service for each such patrolman. The base annual rate of pay for second year patrolmen shall begin on each patrolman's first anniversary date of service to the Employer, and shall end at the completion of two (2) years of service for each such patrolman. The base annual rate of pay for third year patrolmen shall begin on each patrolman's second anniversary date of service to the Employer. However, newly hired patrolmen may be hired in at the second pay level, at the sole discretion of the City, if they have already completed the Ohio Peace Officer Training Program and have at least one year of experience (2,080 hours) with another police agency.

Section 24.5 The City shall provide each member of the bargaining unit a take-home vehicle, so as the City of Niles can afford such a benefit. This does not constitute an implementation of a fleet unit policy.

Section 24.6 Effective immediately the City shall pay Patrolmen, bi-weekly, 26 pays per year. Eliminating the bi-monthly, 24 pay per year method currently used.

Section 24.7 Effective January 1, 2013, all bargaining unit employees with OPOTA Certification or Recertification will receive pay in the amount of five hundred dollars (\$ 500.00) to be paid on November 1st of each year.

Section 24.8 FTO Any Officer that serves as a departmental Field Training Officer shall receive one (1) hour of compensation at his regular pay rate for every (4) four work days spent training. FTO's are assigned at the discretion of the Chief of Police. Officers will not be compensated unless they have been designated as a departmental FTO by the Chief and are actually providing training as assigned by the Chief or appropriate designated Supervisor overseeing the Program. The one (1) Hour of Pay for four (4) work days spent training shall be submitted on the appropriate Niles Police Department paperwork in order to be accurately tracked and turned into payroll.

**ARTICLE 25 – HOSPITALIZATION, LIFE INSURANCE, OPTICAL,
AND DRUG PRESCRIPTION**

- Section 25.1** **A.** Upon the City negotiating the same memorandum of understanding with its other bargaining units, during the term of this Labor Agreement, a Niles City Health Care Cost Containment Committee shall be established. This committee shall consist of seven (7) members, five (5) members of such members shall be Union Representatives, one (1) from each of the City's five (5) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The two (2) remaining members of this committee shall consist of the City Mayor, and Auditor or their designees.
- B.** This Committee, called the Niles City Health Care Cost Containment committee, hereinafter referred to as the "Committee", shall meet at least six (6) times a year. The City Mayor shall serve as a Co-Chairperson and one member of the remaining six (6) Committee members shall be voted in by the Committee as a second Co-Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the seven (7) shall have one (1) vote, and, that a majority vote will be controlling. These rules and regulations may include provision providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative that opportunity to use and advise or consult as it deems necessary.
- C.** The calendar year ending immediately before the establishment of the Committee (2005) shall be considered the initial base year for the purpose of determining the health care cost economic date. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not limited to, reduction of benefits, establishing a bid process, scope of final determination, as the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee.
- D.** In an effort to reduce the health care cost (using 2012 as initial base year), the Niles Police Department Patrolmen will pay \$35.00 per employee, per month for calendar year 2013, while the Committee has a chance to organize and reduce health care cost as described above. In the event the City is required to raise its monthly contribution to its self-insured Hospitalization Program, the employee's contribution will be increased by the same amount as the increase in the required monthly contribution, but the employee's contribution will not exceed \$100.00 per month. If such an increase is required, and for as long as the Wellness Program is still offered, participant therein will receive credit for the \$35.00 co-pay reduction. In the event the Committee has organized and met six (6) times without any results, the \$35 employee, per month health care co-pay

will continue for the calendar year 2013 as long as the Committee continues to meet as stated in the above paragraphs. In the event the committee finds health care costs below calendar year 2012, the monthly co-pay will stop and return to zero.

Section 25.2 The Employer agrees to continue paying the full premium for a life insurance policy for Bargaining Unit Members in the amount of \$20,000.00.

Section 25.3 As of March 1, 2013, or such later date as this Agreement becomes effective, prescription drug benefit co-payment will be as follows:

Name Brand:	\$15.00
Generic:	\$ 7.00

Mail Order Option:

Name Brand:	\$ 5.00
Generic:	\$ 3.00

If the prescription can be purchased under the mail order option, the employee will purchase the prescription under this option.

Section 25.4 Employees with alternative health care coverage shall be offered \$100.00 per month for waiving the health care benefit provided by the Employer. This section does not apply to spouses who are co-employed by the City of Niles. Employees who elect this option shall complete a standard form approved by the parties, and provided by the Employer. The completed form shall be returned to the Auditor before any such waiver compensation shall be paid. In the event an employee loses the alternative health care coverage for any reason, that employee shall be enrolled in the Employer's normally provided health care plan as soon as is practicable following proof of such termination. In no case shall the period be longer than forty-five (45) calendar days. Those employees wishing to enroll in the normally provided health care plan shall only be permitted to do so during the July 1 – January 1 periods above except in the case of a benefit termination.

Section 25.5 The Employer shall provide each Bargaining Unit Member with a copy of all insurance policies covering any member within thirty (30) days of the ratification of this Agreement.

Section 25.6 Effective June 1, 2000, employees will accept the health benefit plan as currently written and revised by both parties. Both parties agree that any language contained in the current health benefit plan that conflicts with the coverage or benefits set forth by the Bargaining Unit Members as written in the 1990 plan, is specifically referred to in the Enterprise Group Planning, Inc. Memorandum attached to and incorporated in this Agreement. The intent of this Agreement is that the bargaining unit enjoys the same or better health insurance coverage as the unit did in 1990.

Section 25.7 There shall be a maximum employee contribution hospital payment of \$50.00 per month in January, 2013, \$75.00 per month in January, 2014 based off of 2012 cost per employee.

ARTICLE 26 – LIABILITY INSURANCE AND INDEMNITY

Section 26.1 The Employer shall continue in full force and affect all existing levels of legal and financial protection, including its assumption of liability protection for all Bargaining Unit Members while on duty for the City of Niles, Ohio. This shall include, but is not limited to:

1. The operation of motor vehicles owned by the Employer while on duty for the City of Niles, Ohio;
2. The operation and use of police equipment owned by the Employer or employee while on duty for the City of Niles, Ohio;
3. Civil action claiming police brutality or false arrest arising from actions while on duty for the City of Niles, Ohio; and,

In the event that such insurance coverage is not available to the City upon terms and conditions satisfactory to the City, the City shall indemnify an employee for reasonable expenses incurred by him in defending civil legal proceedings provided that any such action is based upon allegation(s) that:

1. The employee was acting in a matter in which the City had an interest, and
2. The employee was acting in discharge of a duty imposed or authorized by law, and
3. The employee was acting in good faith.

The City shall reimburse or pay a judgment or settlement sum in an action based upon the aforesaid allegations provided that the Council of the City or a court of competent jurisdiction finds and determines that such damages are compensatory in nature. The decision of Council shall be final and shall not be reviewed under the grievance procedures of this Agreement.

The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE 27 – PENSIONS

Section 27.1 The Employer shall continue in full force and effect the pension and disability program through the Police and Fire Pension Fund, per Ordinance 42.87.

Section 27.2 Effective January 1, 2013 the portion of the employee contribution to the Ohio Police and Fire Pension Fund shall be equal to ten percent (10%) of the employee's earned compensation. Such compensation shall be paid through the salary reduction method.

Section 27.3 For the purpose of Section 27.2, the term "earned compensation" shall mean any and all monies paid on or after January 1, 1994, to an employee by the City of Niles, for which there is a pension contribution recognized by the pension board, under or pursuant to any provisions of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

Section 27.4 Effective with this Agreement starting January 1, 2013, the City of Niles shall increase Bargaining Unit Members' wages by ten percent (10%). This ten percent (10%) increase was previously negotiated and divided equally over the three (3) year period from January 1, 2013 – December 31, 2015. The ten percent (10%) increase will be added to the employee's wages.

Section 27.5 Effective January 1, 2013, the City of Niles shall pay one hundred percent (100%) of the current employee pension contribution by increasing the bargaining unit's wages equal to the current employee pension contribution percentage amount set forth by the rules of the Ohio Police and Fire Pension Fund. The established current employee pension contribution percentage in accordance with the rules of the Ohio Police and Fire Pension Fund will be added to the employee's wages, pursuant to Article 24 of the current Labor Agreement.

Section 27.6 This additional pick-up shall be considered for pension contributions only.

ARTICLE 28 – MISCELLANEOUS

Section 28.1 **Police Equipment.** The Employer agrees to furnish Bargaining Unit Members all equipment required, as determined by the Employer, for them to fulfill their duties.

Section 28.2 The City shall adopt a general safety program regarding equipment, working conditions and officer safety in order to insure the safety of all employees.

Section 28.3 The City shall institute mandatory training for all officers to comply with the skills needed to perform their duties and those required by statute. In addition, all officers shall be entitled to a minimum of 40 hours of training of their choice, per year, with the approval of their supervisor and the Safety Director and the Board of Control when the cost exceeds \$500, as long as it doesn't affect minimum manning at either the Ohio Peace Officers' Training Academy or any other State certified school. All schools related to any specialty job will be posted throughout the year. Any officer interested in attending these schools will sign the posted sign-up sheet. Officers will be selected to attend by seniority. If the most senior officer has used up his contract training time, it will go to the next officer and continue until an officer is approved to attend. This section is to assure that all officers are given a fair and equal opportunity to receive training in the specialty area they may choose to work.

Section 28.4 Copies of incident reports and captains' reports shall be made available.

Section 28.5 All Bargaining Unit Members shall have free access to a copying machine in dispatch or the conference room for official police use only (twenty-four (24) hours a day).

Section 28.6 The City shall enter into a mutual aid pact with surrounding communities.

Section 28.7 All City Construction, Traffic Control and/or any other jobs formally scheduled by the Traffic Officer shall be scheduled by a Union designated employee. Schedule will be as equally distributed as possible to all employees who are eligible and want to work side jobs.

Section 28.8 No polygraph, mechanical testing Voice Stress Analysis examination(s) shall be given.

ARTICLE 29 – PROMOTIONAL EXAMINATIONS

Section 29.1 Promotional examination for all positions above the rank of patrolman shall be administered under the direction of the Civil Service Commission by an outside agency which is designed and capable of administering such examination. The Agency shall prepare, administer, retain and grade all promotional examinations, and report the grades to the Civil Service Commission for the establishment of an eligibility list, with a copy being sent to the

Steward. A period of sixty days shall be deemed adequate notice to all eligible employees for the purpose of posting a book list of reference material for all examinations. Promotional examinations will be given in the afternoon to accommodate eligible officers on midnight turn.

Section 29.2 The Union and the Civil Service Commission shall mutually agree on the appropriate testing agency and to the structure and content of the test.

Section 29.3 A Patrol Officer must have a minimum of five (5) years of completed service with the Employer before becoming eligible to take a Lieutenant's examination.

Section 29.4 No test shall be opened by the Civil Service Commission prior to the test date.

Section 29.5 The Civil Service Commission shall provide all books from the book list to eligible officers on consignment from the publisher of the books.

ARTICLE 30 - PERSONNEL FILES

Section 30.1 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 30.2 Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at reasonable times upon written request except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 30.3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police or his designee. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 30.4 Records of written warning and reprimands shall cease to have force and affect six (6) months from the date of issuance. Any record of discipline of any kind shall cease to have force and effect twenty-four (24) months from the date of issuance, barring no reoccurrence of the same incident.

ARTICLE 31 – LABOR/MANAGEMENT COMMITTEE

Section 31.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Mayor and/or an appropriate designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

Section 31.2 An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending.

Section 31.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 31.4 Up to one (1) employee representative who is scheduled to be at work during the time of this meeting, may, at the Employer's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 32 – WAIVER IN CASE OF EMERGENCY

Section 32.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, The Mayor of Niles, the Federal or State Legislature, such acts of God or Civil disorder, the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.

Section 32.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 33 – SEVERABILITY

Section 33.1 The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 33.2 The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 34 – HEALTH AND SAFETY

Section 34.1 Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his employees.

Section 34.2

- A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions become apparent.
- B. The Employer will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Employer shall be responsible for insuring that all safety rules and safe working methods are followed by the employees.
- C. The Employer will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made within a thirty (30) calendar day period.

ARTICLE 35 – EDUCATIONAL COMPENSATION

Section 35.1 Any employee, who desires to attend an accredited university or take classes on line from an accredited university and complete courses in a law enforcement or related degree program, shall have the Employer pay for said class, tuition, provided the employee complies with the following:

- 1. Request for attendance must be in writing to the Chief of Police, no later than thirty (30) days prior to the start of class.

2. Upon successful completion of the class (attaining a “C” or better), the employee shall present to the Employer the employee’s tuition statement and the course grade for tuition reimbursement.
3. To be eligible to attend, Officers must be formally accepted by the University and meet its requirements and must have completed one full year of service with the Niles Police Department.
4. Class attendance shall be on the employee’s time and the Employer shall not pay the employee for any time spent in class attendance.

Section 35.2 The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee’s presentation of documentation.

Section 35.3 Employers will serve two (2) years for each sixty (60) semester hours of academic credit paid for in the field of course taken in law enforcement or related field on behalf of the City. Any employee who graduates from class and decides to leave the Department prior to the two (2) years per sixty (60) semester hours, will reimburse to the City through any severance allowance and this will be prorated.

ARTICLE 36 – RETIREMENT INCENTIVE

Section 36.1 Each Bargaining Unit Member shall be entitled to a retirement incentive which shall equal one (1) week’s salary for each year of completed service with the City. This incentive shall be capped at twenty-five (25) years for all Bargaining Unit Members. Effective January 1, 2010, all Bargaining Unit Members with less than twenty-two (22) years of completed service will be capped at twenty-five (25) years for this incentive.

Section 36.2 Participation in this plan shall be voluntary and officers who choose not to participate shall be entitled to their full buy-out

Section 36.3 Employees with at least twenty-two (22) years of completed service may waive the retirement incentive and opt to work commencing at the start of their 23rd year of service optional overtime hours as described in this Article, equal to the amount that would have been paid to the employee under this retirement incentive section. The Chief will have the right to assign the hours to work for tasks assigned.

ARTICLE 37 - SCHEDULING AND WORK ASSIGNMENTS

The parties agree that scheduling will be governed as follows:

Section 37.1 Every six (6) months the Patrolmen will bid the schedule June 1st to go into effect July 1st, and December 1st to go in effect January 1st. During the life of this Agreement, the City will ensure that at least eighteen (18) slots will be bid on every six (6) months on each shift.

Section 37.2 The bids for this schedule will be filled most senior to least senior man. All officers eligible to bid, except officers in special bid positions, will bid a slot. Officers leaving special bid positions after their ninety (90) day probation will bid in the next bid cycle. At anytime during the bid cycle a bid slot becomes vacant for any reason, it will be re-bid by all officers until all open slots are filled. If an Officer occupying a specialty position is forced or ordered to fill a vacant/open bid slot of the 18 slots provided by this agreement, seniority shall prevail when picking a slot for the officer moving out of a specialty position.

Section 37.3 Overtime will not take effect until after regularly scheduled times.

- A. Examples – After eight and one-half hours (8½) on the four (4) eight and one-half hour days.
- B. After eight (8) hours on five (5) eight hour days. Vacations of more than two (2) consecutive days must be posted at least one (1) week before being taken. Vacations of two (2) or less days may be taken at anytime.

Section 37.4 Any Officer who is hired after the execution of this Agreement and who has less than three (3) years of service; the City shall have the ability to assign these officers to any shift. If at any time a bid turn slot is open for any reason, these officers will be allowed to fill the slot by their seniority.

ARTICLE 38 – MINIMUM MANNING

Section 38.1 Within ninety (90) days from the execution of this Agreement, the Employer shall maintain the Department at full strength as defined by current City Ordinance.

Section 38.2 At all times, and on all shifts, there will be the following minimum personnel on duty:

One (1) Leads and 911 Certified Dispatcher. There will be four (4) uniformed, dispatched call answering, road officers. This can be any combination of patrol or supervisors. If a supervisor is used as minimum manning, he will be placed in call rotation with patrol.

However, Day Turn will not be affected by minimum staffing during the months of July and December. For the purpose of minimum manning for day turn, the City has a right to utilize special unit patrolmen for the stated months. If special units are used, they will be in uniform and placed in call rotation.

Section 38.3 The Employer shall not attempt to replace full-time members with part-time or reserve officers, the rights of Bargaining Unit Members, or adversely affect the safety of Bargaining Unit Members.

Section 38.4 The foregoing (Sections 1 and 2) may be changed upon mutual agreement.

ARTICLE 39 – LAYOFF AND RECALL

Section 39.1 When a layoff is necessary due to lack of funds or lack of work, the Employer shall notify the affected employees in writing at least fourteen (14) days in advance of the effective date of layoff. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 39.2 Employees shall be laid off in accordance with their departmental seniority.

Section 39.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 39.4 Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

Section 39.5 The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intent to return to work.

ARTICLE 40 – TRAUMA LEAVE

Section 40.1 Any time a Bargaining Unit Member uses force resulting in death or serious physical harm, an employee so requesting shall be relieved from all duties with pay until determination is made by competent authority that the act was justified. Upon returning to duty, the member may be assigned to at least two (2) weeks of duty that does not require the carrying of a firearm.

Section 40.2 Detrimental Force

In the case of a detrimental force, the involved member shall be placed on administrative leave, without loss of pay or benefits, pending the results of the investigation. Furthermore, the department's staff psychologist or a Critical Incident task force will be notified to provide counseling for the involved member or members

ARTICLE 41 – LEAVE OF ABSENCE

Section 41.1 Any Bargaining Unit Member who believes he has a justifiable reason may apply for a leave of absence not to exceed six (6) months. Such leaves shall be granted for good cause providing the absence will not adversely affect the efficient operation of the Police Department. Such leave shall be approved by the Chief and/or Safety Director. Members may also apply for additional leave in accordance with the above.

ARTICLE 42 – TRADING TIME

Section 42.1 Bargaining Unit Members shall have the right to trade work days/hours, when the change does not interfere with the operation of the Police Department. Members shall have the right to be relieved by another member for any portion of the regular scheduled shift by verbal notification to the affected shift supervisors, which should be noted on Captain’s log, provided the change does not interfere with the operation of the Police Department. The City shall not be liable for overtime for any regular scheduled shift.

ARTICLE 43 – PAST PRACTICE/PREVAILING RIGHTS

Section 43.1 All rights, privileges and working conditions enjoyed by the Bargaining Unit Members at the present time who are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual agreement. The only exceptions to this provision are: (a) employees may not work a part-time job within twenty-four (24) hours of the completion of a shift that is missed due to sick leave; (b) the records clerk position may be filled with a civilian; (c) “new” take home cars will be provided so long as the City can afford such a benefit.

Section 43.2 During the term of this Agreement, if negotiations with any other City employee Bargaining Unit receives wages or benefits that are more liberal than those within this Agreement, the Employer and the Union shall meet to work out benefits or comparable wages for the Union membership.

ARTICLE 44 – CREDIT UNION

Section 44.1 Employer agrees to recognize First Choice Community Credit Union as the authorized credit union for the patrolmen. The City agrees to make deductions from the employees who give written authorization for such authorized credit union.

ARTICLE 45 – PATROL SPECIAL DUTY ASSIGNMENTS

Section 45.1 The Employer shall maintain bargaining unit Special Duty positions as follows:

- A.** Full-time positions of four investigators, a K-9 Officer, and two traffic officers which shall be occupied by Patrol Officers. The afternoon turn Traffic Officer will be in call rotation when afternoon turn is at minimum manning. Anytime afternoon turn is above minimum manning, the Traffic Officer working afternoon turn will be used only for traffic enforcement and be taken out of call rotation.
- B.** In addition to the full-time positions, part-time positions of at least one firearms instructor, one defensive tactics instructor, and two field training officers. These positions shall be occupied by Patrol Officers. Officers holding full-time special duty positions may not also hold part-time special duty positions.
- C.** These conditions of this Article are in effect when the 18 bid slots are filled.

Section 45.2

- A.** Officers working full-time Special Duty Assignments work flexible hours, according to past practices, to effectively and efficiently perform the work available.
- B.** Part-time Special Duty Officers normally work part-time handling special duty assignments during the Officer's regular bid or assigned turn. The Officers may also work additional hours or flex hours as supervision deems necessary to efficiently and effectively perform the workload.
- C.** Patrol Officers and Supervisory Officers may perform special duty work in conjunction with each other and their duties may overlap.

Section 45.3 The Employer shall fill Special Duty Assignment positions by posting the available position for thirty (30) days for Patrolmen to apply. After the posting period, the Employer shall appoint a Patrolman to the Special Duty Assignment according to the following factors:

1. Appearance
2. Attendance
3. Communication Skills
4. Record-keeping, case management skills, the ability to work without direction, work-product

Section 45.3

5. Interpersonal skills, leadership, and an ability to work well with others, citizens, co-workers and management
6. Interest
7. Training, education, and prior experience in the area of Special Duty Assignment for which the Patrolman is applying
8. All other evaluation factors being relatively equal, departmental seniority shall prevail.

Section 45.4 Time worked in the Special Duty Assignment as an interim appointment by the Chief shall not be considered or applied to the criteria in the selection process of Special Duty Assignments.

Section 45.5 No other promises or agreements are part of this Agreement.

ARTICLE 46 – DURATION OF AGREEMENT

Section 46.1

- A.** This Agreement shall be effective on January 1, 2013 and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided herein. However, all economic increases shall be retroactive to January 1 of 2013 and paid in a separate check within thirty (30) days of the execution of this Agreement.
- B.** If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days no later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Notice to modify or terminate this Agreement, shall comply with 4117-1-02.
- C.** This Agreement shall remain in full force and effect during the period of negotiation of a new effective Agreement.
- D.** Any and all interpretations of any article in this Agreement, about their meaning and/or intent, will be made by mutual agreement between the Major and the Union Associate of the bargaining committee.

Section 46.2 This Agreement is subject to all applicable federal and state laws and such rules and regulations or any judicial decisions interpreting them. In the event provisions of this Agreement is found to be contrary to the above by a Court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives and entered into this 15 day of March, 2013.

FOR THE EMPLOYER:

FOR THE FOP/OHIO LABOR COUNCIL, INC.

Ralph A. Infante
Mayor, City of Niles Ralph Infante Jr.

Otto J. Holm, Jr.
Otto J. Holm, Jr., Staff Representative FOP/OLCI

Charles P. Wade Jr.

Richard Bailey

Dated: 3/15/13

Dated: 3-15-13

2013 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
0.700	1	32,698.42	3,269.84	35,968.26
0.750	2	35,034.02	3,503.40	38,537.42
0.800	3	37,369.62	3,736.96	41,106.58
0.850	4	39,705.22	3,970.52	43,675.74
0.900	5	42,040.83	4,204.08	46,244.91
0.950	6	44,376.43	4,437.64	48,814.07
1.000	7	46,712.03	4,671.20	51,383.23
1.035	8	48,346.95	4,834.70	53,181.65
1.040	9	48,580.51	4,858.04	53,438.56
1.045	10	48,814.07	4,881.41	53,695.48
1.050	11	49,047.63	4,904.76	53,952.39
1.055	12	49,281.19	4,928.12	54,209.31
1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hireses after January 1st, 2013.

2014 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
0.700	1	32,698.42	3,269.84	35,968.26
0.750	2	35,034.02	3,503.40	38,537.42
0.800	3	37,369.62	3,736.96	41,106.58
0.850	4	39,705.22	3,970.52	43,675.74
0.900	5	42,040.83	4,204.08	46,244.91
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1.000	7	46,712.03	4,671.20	51,383.23
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1.050	11	49,047.63	4,904.76	53,952.39
1.055	12	49,281.19	4,928.12	54,209.31
1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hirees after January 1st, 2013.

2015 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
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0.750	2	35,034.02	3,503.40	38,537.42
0.800	3	37,369.62	3,736.96	41,106.58
0.850	4	39,705.22	3,970.52	43,675.74
0.900	5	42,040.83	4,204.08	46,244.91
0.950	6	44,376.43	4,437.64	48,814.07
1.000	7	46,712.03	4,671.20	51,383.23
1.035	8	48,346.95	4,834.70	53,181.65
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1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hirees after January 1st, 2013.

2013 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
0.600	1	28,027.22	2,802.72	30,829.94
0.700	2	32,698.42	3,269.84	35,968.26
0.800	3	37,369.62	3,736.96	41,106.58
0.900	4	42,040.83	4,204.08	46,244.91
1.000	5	46,712.03	4,671.20	51,383.23
1.025	6	47,879.83	4,787.98	52,667.81
1.030	7	48,113.39	4,811.34	52,924.73
1.035	8	48,346.95	4,834.70	53,181.65
1.040	9	48,580.51	4,858.04	53,438.56
1.045	10	48,814.07	4,881.41	53,695.48
1.050	11	49,047.63	4,904.76	53,952.39
1.055	12	49,281.19	4,928.12	54,209.31
1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hirees before January 2013.

2014 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
0.600	1	28,027.22	2,802.72	30,829.94
0.700	2	32,698.42	3,269.84	35,968.26
0.800	3	37,369.62	3,736.96	41,106.58
0.900	4	42,040.83	4,204.08	46,244.91
1.000	5	46,712.03	4,671.20	51,383.23
1.025	6	47,879.83	4,787.98	52,667.81
1.030	7	48,113.39	4,811.34	52,924.73
1.035	8	48,346.95	4,834.70	53,181.65
1.040	9	48,580.51	4,858.04	53,438.56
1.045	10	48,814.07	4,881.41	53,695.48
1.050	11	49,047.63	4,904.76	53,952.39
1.055	12	49,281.19	4,928.12	54,209.31
1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hires before January 2013.

2015 (after P&F pension accepts resolution)

Multiplier	Years of service	Patrolman base	Pension add in	Wage with pension
0.600	1	28,027.22	2,802.72	30,829.94
0.700	2	32,698.42	3,269.84	35,968.26
0.800	3	37,369.62	3,736.96	41,106.58
0.900	4	42,040.83	4,204.08	46,244.91
1.000	5	46,712.03	4,671.20	51,383.23
1.025	6	47,879.83	4,787.98	52,667.81
1.030	7	48,113.39	4,811.34	52,924.73
1.035	8	48,346.95	4,834.70	53,181.65
1.040	9	48,580.51	4,858.04	53,438.56
1.045	10	48,814.07	4,881.41	53,695.48
1.050	11	49,047.63	4,904.76	53,952.39
1.055	12	49,281.19	4,928.12	54,209.31
1.060	13	49,514.75	4,951.48	54,466.23
1.065	14	49,748.31	4,974.83	54,723.14
1.070	15	49,981.87	4,998.19	54,980.06
1.075	16	50,215.43	5,021.54	55,236.97
1.080	17	50,448.99	5,044.90	55,493.89
1.085	18	50,682.55	5,068.26	55,750.81
1.090	19	50,916.11	5,091.61	56,007.72
1.095	20	51,149.67	5,114.97	56,264.64
1.100	21	51,383.23	5,138.32	56,521.55
1.105	22	51,616.79	5,161.68	56,778.47
1.110	23	51,850.35	5,185.04	57,035.39
1.115	24	52,083.91	5,208.39	57,292.30
1.120	25	52,317.47	5,231.75	57,549.22
1.125	25+	52,551.03	5,255.10	57,806.13

Hires before January 2013.

Memorandum of Understanding

The City of Niles & FOP Patrolman's Union

The City and FOP agree that the City will provide dental plan to all bargaining unit employees equivalent to current AFSCME Dental Plan, and maintain the current plan that has been in effect since 2003.

Agreed upon parties:

For the City:



Mayor Ralph A. Infante



Charles P. Nader, Auditor

Date: 3/15/13

For the FOP:



Richard Bailey, Patrolman



Otto Holm, FOP

Date: 3-15-13