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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

THE CITY OF CONNEAUT, OHIO

BLUE AND GOLD

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

AS PREPARED BY:

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ARTICLE 1 AGREEMENT

1.01 this Agreement, made and entered into, by and between the City of Conneaut, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.".

ARTICLE 2 RECOGNITION

2.01 The Employer hereby recognizes the F.O.P. as the sole and exclusive bargaining agent with respect to wages, hours and all other terms and conditions of employment for all full-time employees in the Police Department occupying the positions of Sergeant, Lieutenant, Patrolman, and Detective, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 3 F.O.P. MEMBERSHIP AND CHECK-OFF/DUES DEDUCTION

3.01 During the terms of this Agreement, the Employer shall deduct regular monthly FOP/OLC and FOP, Lodge dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deduction shall be made from the first check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover this deduction.

3.02 The Employer agrees to supply the F.O.P. with a list of those employees for whom the deductions have been made.

3.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the F.O.P. Lodge and the FOP/OLC as appropriate, within thirty (30) calendar days from the date of making said deductions.

3.04 The F.O.P. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the Employer for any such liabilities or damages that may arise.

3.05 Fair Share Fee pursuant to Section 4711.09(c) of the Ohio Revised Code all employees, sixty (60) days following the beginning of employment or the effective date of the collective bargaining agreement, whichever is later, who are in the bargaining unit and are not members of the F.O.P. shall have a fair share fee equal to the annual dues of the F.O.P. deducted by the Employer from their payroll check. The fees will be collected only upon written request by the F.O.P. and only once per calendar year from any employee, and the Employer shall forward all fees collected to the F.O.P. The F.O.P. shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a

nonmember makes a timely demand on the F.O.P. This section does not require any employee to become or remain a member of the F.O.P. as a condition of employment.

ARTICLE 4 CHECKOFF

4.01 The Employer, pursuant to section 4117.09, will deduct monthly dues, assessments, initiation fees and "fair share" fees each as designated by the Treasurer of the F.O.P. This is to include uniformly required membership dues and assessments of the F.O.P.

ARTICLE 5 LONGEVITY

5.01 Longevity shall be paid to members of the bargaining unit at the rate of seventy-five ($75.00) dollars multiplied by each completed and continued year of service, commencing upon the completion of five years of service, said payment shall not exceed fifteen hundred ($1,500.00) dollars per year and shall be payable no later than the first pay period of November of each year in a separate check.

5.02 Employees shall be paid for the number of completed years of service up to November 1st of that year. Employees currently receiving longevity payments under the previous provision shall continue to receive such payments.

ARTICLE 6 SENIORITY

6.01 Definition of seniority as used herein: the term seniority will refer to and be defined as continuous length of service or employment in a position covered by this Agreement from the last date of hire. Seniority shall be used to determine vacations, paid holidays and lay-offs.

6.02 Vacation: The Employer shall require that all vacation requests be made in writing and submitted for approval by April 1st. Approval shall be made by the Chief of Police or his designee based on operational needs. Upon approval by the Chief or his designee, if a conflict occurs, the senior most employee shall be given preference. Upon an employee's retirement or resignation, the employee is entitled to receive vacation pay in accordance with Article 36 (H). Should such employee be deceased, such vacation pay shall be paid to the estate of the deceased employee. The years of service for vacation shall be based on the employee's anniversary date of last hire.

6.03 The Employer's shall prepare a list setting forth the present seniority dates for all employees and will become effective on or after the date of execution of this Agreement. Such lists will resolve all questions of seniority affecting employees or employed at the time this Agreement becomes effective. Disputes as to seniority listing will be resolved through the grievance procedure.

6.04 Officers and employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE 7 SHIFT/DAY OFF EXCHANGE

7.01 Shift or day off exchange within the same week by mutual agreement between employees in the same rank and job will be permitted when it does not require the payment of overtime and at least three (3) working days notice and upon approval of the Chief of Police. This does not pertain to a sick day called off.

ARTICLE 8 SHIFT DIFFERENTIAL

8.01 Any employee regularly scheduled during the second shift shall receive compensation at the rate of thirty ($.30) cents per hour in addition to his regular base compensation. Any employee regularly scheduled in during the third shift shall receive compensation at the rate of forty ($.40) cents per hour in addition to his regular base compensation. Any employee regularly scheduled for employment for a shift which commences during the second or third shift shall receive compensation at the rate of forty ($.40) cents per hour in addition to his regular compensation.

8.02 Overtime shall be paid at the rate of time and one-half, based upon compensation received at the time of the employee's regularly scheduled employment prior to commencing to overtime. Shift differential compensation shall be paid while an employee is being paid overtime compensation. Should an employee be called out for overtime, he shall be paid shift differential at the rate for the shift he has been called out for.

ARTICLE 9 OVERTIME/MINIMUM OVERTIME

9.01 Employees shall be required to work not more than forty (40) hours per week nor more than eight (8) hours per day. Any employee who works in excess of the normal forty (40) hours per week or more than the regular eight (8) hours per day, shall receive overtime at the rate of time and one half. Overtime for all employees will begin only after employee notification and authorized by the Chief of Police or other authorized employees with the Department.

9.02 Overtime work shall be distributed equally among all employees. Records of overtime shall be maintained by the Chief of Police or his designee. All overtime shall be posted daily, and adjusted in accordance with the employees' bi-weekly payroll records.

A. Call Out - A call out is defined as work assigned by the Chief of Police or authorized employee and performed by an employee at a time disconnected from regular and pre-scheduled hours of work.

B. Call Out Pay -Each employee shall be paid for a minimum of four (4) hours at the rate of time and one-half for each occasion on which he is called out for duty, except employees, subject to Section 7.04, shall be paid a minimum of three (3) hours at time and one-half (1 ½) for call-outs when they are subpoenaed to testify

before court and grand jury or other legal bodies, and except employees shall be paid a minimum of two (2) hour call-outs at time and one half for departmental meetings that are mandatory and similar events; such as speaking engagements for civic events, schools or crime prevention programs etc.

9.03 For the purpose of long weekends, if an employee works his first day off, it is compensated at time and one half. If he works his second day off consecutively, it is compensated at double time. If an employee works his third or fourth day off after having worked his first and second day off consecutively, he/she is compensated at the rate of time and one half (1 ½). For the purposes of this section, to receive double time, the employee must work his preceding day off consecutively with his regular scheduled workdays.

If he/she uses a sick day during the pay period, unless he or she submits a doctor excuse to the Chief of Police or his designee, it will be paid as time and one half. The employee must be in pay status prior to his days off for this section to be in effect.

9.04 Employees required to attend Court or firearm training outside their regularly scheduled work hours, will be compensated at the rate of time and one-half with a minimum of three (3) hours, and shall not be assigned any other duties or responsibilities during that three (3) hour period. In the event a court appearance is scheduled for the Conneaut Municipal Court and is scheduled within one hour prior to the employees' regularly scheduled shift the rate of pay will be time and one-half only for the one hour period prior to the employees start of his/her shift. Any court appearance scheduled within one hour after the employee's scheduled shift shall be compensated at the overtime rate for the time required to remain after the shift.

9.05 Employees in the patrol division shall work an eighty-four (84) day rotation schedule rotating days off forward and long weekends. This schedule would encompass all employees in the patrol division below the rank of Sergeant. The shifts would be comprised of platoons as designated by the Chief of Police or his designee, and each platoon would rotate shifts every eighty-four (84) days. The scheduling of the Department involves a voluntary schedule change and does not constitute overtime pay caused by schedules of six (6) or more consecutive days and schedule changes due to rotating shifts/days off shall not fall within the overtime provision of this Agreement for affected employees.

9.06 Shift selection shall be by seniority with the employee having the greatest seniority having the first selection of shifts in a rotation. An employee may select the same shift for two (2) consecutive rotations. However, an employee must select a different shift for the third rotation. There is to be a separate shift selection exclusively for the K-9 officers. K-9 officers shift selection shall be by seniority within the ranks of the K-9 officer corp. The K-9 officer having the greatest seniority has the first selection of shifts in a rotation. A K-9 officer may select the same shift for two (2) consecutive rotations. However, a K-9 officer must select a different shift for the third rotation. There is to be not more than one K-9 officer per shift.

9.07 Nothing in this article shall prevent the Chief of Police or his designee from making changes in an individual's shift or hours upon providing such employee with five days notice, nor

shall this section prevent the Chief of Police from ordering an employee to work a modified shift (e.g. 7:00 p.m. to 3:00 a.m.) upon providing such employee a five day notice in accordance with Article 31 of this agreement. No employee shall be required under this paragraph to work more than four (4) consecutive work weeks on a modified shift or a shift different than scheduled in paragraph (1) above.

9.08 The above schedule does not include sergeants. Sergeants shall have fixed days off (namely Friday & Saturday) and will work fixed (not rotating) shifts. Shifts shall be selected by classification seniority with the most senior employee having the first selection.
DAYLIGHT SAVING TIME: Compensation for employees working the shift during the change to Daylight Savings Time shall be as follows:
Actual time worked-7
Total Hours Compensated-8

ARTICLE 10 CLOTHING MAINTENANCE

10.01 The Employer agrees to pay a clothing maintenance in the sum of two-hundred ($200.00) dollars per year, per employee, payable by May 1st of each year.

ARTICLE 11 UNIFORM ALLOWANCE

11.01 The Employer agrees to pay a uniform allowance in the sum of eight hundred ($800.00) dollars per year, per employee, payable by May 1st of each year, with inspections monthly by the Chief of Police or his designee. Clothing Maintenance and Uniform Allowance will only be paid to these employees on the Employer's active payroll at the time of payment.

ARTICLE 12 PAYMENT OF MAINTENANCE/ALLOWANCE FOR NEW OFFICERS

12.01 When an employee is hired by the Employer, the Employer shall pay three hundred seventy-five ($375.00) dollars of his uniform allowance. Upon the first anniversary of his date of hire, the employee shall receive the balance of his uniform allowance, and his clothing maintenance of two hundred ($200.00) dollars. After the first anniversary of his hiring, each employee shall receive his clothing maintenance and allowance at the same time that all other employees of the Police Department are paid their allowance by the Employer. Clothing maintenance and uniform allowance shall not exceed one thousand ($1,000.00) dollars per year.

ARTICLE 13 HOSPITALIZATION

13.01 In 2013, the Employer shall pay ninety-five (95%) percent, ninety-two and one-half percent (92.5%) effective January 1, 2014, and ninety percent (90%) effective January 1, 2015, of the monthly premium of a Health Savings Account (HSA) and will contribute the same dollar amount towards the premium of the PPO plan, with employees who elect such coverage paying the difference. HSA payments shall be paid in January of each year.

January 1, 2013- Employee pays five (5%) percent of the monthly premium
January 1, 2014-Employee pays seven and half percent (7.5%) of the monthly premium
January 1, 2015-Employee pays ten percent (10%) of the monthly premium

13.02 Employees who utilize their spouse's insurance plan and do not enroll in any Employer sponsored insurance plan shall receive a monthly stipend of four hundred ($400.00) dollars per month.

ARTICLE 14 INCAPACITATED EMPLOYEE

14.01 An employee, who the Employer determines is incapacitated for his regular duties as a result of an Employer work incurred injury, may be placed in any available departmental job which he is capable of performing. The rate of pay will be for the position undertaken. The decision to so place an employee shall be at the discretion of the Employer based upon the opinion of a Board certified medical Doctor.

14.02 If an employee begins receiving disability benefits before a position becomes available, he will be given the opportunity to return to work when an opening occurs, if he can perform the job duties. Failure to accept an available position will not result in termination of the employee's benefits.

14.03 In the event an employee suffers an injury or occupational disease for which a lost time Workers Compensation claim may be made, the employee shall file such claim before being entitled to the benefits of this section.

Pending receipt of Workers Compensation benefits by the employee, the Employer will advance to the employee the amount of lost time benefits to which the employee is entitled. The amount so advanced will be charged against the employees accrued sick leave hours.

Upon receipt of compensation benefits, the advances by the Employer will stop and will be paid back by the employee the amounts the Employer had advanced. Upon repayment the sick leave hours charged during the Employer's advancements will be reinstated to the employee's sick leave account.

Should the employee's claim be denied by the Bureau of Workers' Compensation the employee will be charged for all time lost from work against his accumulated sick leave. If the employee does not have enough accumulated sick leave to cover either all or part of the time off up to and including the date the claim is disallowed, all advancements shall be repaid by the

employee either from future earnings or sick leave benefits if the employee opted to take the pay from the Employer.

Should an employee's employment be terminated for any reason prior to the full repayment of the advanced monies, the Employer shall use any legal remedies necessary to achieve complete reimbursement from said employee.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 GRIEVANCE DEFINED

A grievance is any unresolved question or dispute regarding the wages, hours, and terms and conditions of employment of bargaining unit employees, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

15.02 QUALIFICATION

A grievance can be initiated by any aggrieved bargaining unit employee.

15.03 DUTIES OF GRIEVANCE CHAIRMAN

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

(A) Representing the employee in investigating and processing grievances beginning at Step 2 of this procedure.

(B) Replacing a Grievance Representative who is absent or unavailable.

(C) General supervision and coordination of grievances in process, and of Grievance Representatives.

(D) Act as liaison between the Employer and the O.L.C. on matters concerning grievances and this Agreement.

15.04 GRIEVANCE PROCEDURE:

(A) It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the grievance procedure are improper.

(B) A grievance is a dispute or difference between the Employer and Union, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provision of this agreement, including suspension or discharge, and when any such grievance arises, the following procedure shall be observed.

Step 1 The Union President or his authorized representative, with the aggrieved employee, shall take up the grievance or dispute with the department head within five (5) business days of the grievance or his knowledge of its occurrence. The department head shall meet with the F.O.P. Staff Person, Union Representative and the employee within five (5) business days after notice of the grievance has been given. The department head shall respond within five (5) business days.

Step 2 If the grievance is not resolved at Step 1, the Union may appeal the grievance to the City Manager in writing within five (5) business days after receipt of the Step 1 answer. Within ten (10) business days of the Step 1 appeal, the City Manager shall meet with the FOP Staff Person, Union Representative and the employee to discuss the Step 1 appealed grievance. If the grievance is not settled at Step 2 with the City Manager, he shall issue a written answer within ten (10) business days after the Step 2 meeting.

Step 3 If the grievance is not satisfactorily settled at Step *2*, the Union may, within thirty (30) business days notify the Employer of its intent to submit the grievance to binding arbitration. The arbitrator shall be chosen at the same time from the panel of arbitrators herein contained. The fees and expenses of the arbitrator shall be borne equally by the parties.

(C) The grievance procedure set forth in this memorandum shall be the exclusive method of reviewing and settling disputes between the Employer and Union and/or between the Employer and employee (or employee), and all decisions of arbitrators consistent with Step 4 and all pre-arbitration settlements reached by the Employer and the Union shall be final, conclusive and binding on the Employer, the Union and the employee; provided however, that a grievance may be withdrawn by the Union at any time and withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to the grievance or any future grievances.

(D) A policy grievance which affects three (3) or more employees may initially be presented to the Employer at Step 2 of the Grievance Procedure, or any grievance involving a suspension or termination.

(E) The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and Union, be binding. A business day does not include Saturdays, Sundays or legal holidays. Grievances not initially filed or appealed within the specified time limits shall be deemed withdrawn and void. Grievances not answered within the specified time limits shall be automatically moved to the next step.

(F) Attendance by the aggrieved employee at any and all meetings and/or hearings is mandatory unless such attendance is waived in writing by the Employer, Union and aggrieved employee.

15.05 There is hereby created a permanent panel of arbitrators to hear grievances pursuant to this Article. Such arbitrators are the following: 1) Harry Graham; 2) John Babel Jr., 3) Martin R. Fitts, 4) Jonathan Klein, and 5) James Mancini.

Selection shall be done by alternatively striking by the Union and the Employer until one name remains who will be the arbitrator for the case. The Employer shall strike first odd years of the Agreement and the Union shall strike first even years of the Agreement.

15.06 TIME OFF FOR PRESENTING GRIEVANCES

An employee and his Grievance Representative shall be allowed time off from regular duties for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors without loss of payor benefits, Grievance Representatives shall be allowed adequate time, as approved by the supervisor, to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

15.07 TIME LIMITS

It is the Employer's and the O.L.C.'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 Administration's designated representative may mutually agree, at any Step, to short time extensions for the Administration's answer, but any such agreement must be in writing and signed by both the parties, similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent.

15.08 REPRESENTATIVES IN MEETINGS

In each Step of the Grievance Procedure outlined in Section 13.03, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings, However, 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, providing such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

15.09 GRIEVANCE FORM

The O.L.C. shall develop a Grievance Form. Such forms will be supplied by the O.L.C. The form is to be prepared in triplicate. Copies of the completed form, including the action taken, will be distributed as provided in 15.03. The Grievance Form will be made available to the Grievance Representatives.

15.10 ACCESS TO DOCUMENTS/MATERIALS

All documents and other materials which are public documents upon which the Employer relies as the basis for action taken that gave rise to the grievance shall, upon request, be furnished to the O.L.C. The O.L.C. will, upon request, furnish to the Employer all documents and other materials upon which it relies as the basis for its position on the grievance.

ARTICLE 16 EDUCATION/SCHOOLING POLICY

16.01 The Employer agrees to pay all schooling that an employee is ordered to attend, and for all expenses incurred from room and board if an employee is required to be away from the Employer overnight.

16.02 The Employer shall pay employees their regular rate for any hours they attend school, as ordered by the Chief of Police of his designee. Compensation for school attendance shall commence at the time of departure from the Employer and terminate at the time of return to the Employer. The maximum compensation shall not exceed eight (8) hours pay per day at the regular rate and no overtime compensation shall be paid pursuant to this section. The Employer shall have municipal motor vehicles available for transportation or pay mileage at the current IRS rate.

16.03 In the event an employee is ordered to attend schooling, training, or firearms qualification upon regularly scheduled day off, said employee shall be compensated at the rate of time and one-half (1 ½) based upon his regular first shift rate of compensation.

16.04 Failure to comply with this section shall be subject to the grievance procedure described herein. Employees may submit a request to the Chief of Police for any schooling that they may desire and it shall be required that the Chief of Police answer this request on within five (5) working days from the date of the filing of the petition with the Chief of Police. All costs associated with Education/Schooling which is requested by the employee and approved but not ordered by the Chief of Police shall be paid by the employee.

The Employer may assist in paying for schooling or training that an employee requests, but is not ordered to attend by the Chief of Police. Those costs would be based upon a case by case basis since not all training school costs are the same, and the Employer reserves the right to payor not pay a portion of any costs incurred.

16.05 The Employer will provide education and training to all employees covered under this contract at such times as the Employer can afford such education and training and as it deems such education and training necessary.

ARTICLE 17 STAND BY PAY

17.01 Stand by pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his normal off duty hours. Stand by assignments shall be determined by the Chief of Police or his designee. Standby will be defined as verbally or electronically ordered by the Chief of Police or his designee that an employee is on standby status.

17.02 Employees on standby pay shall be compensated their straight time hourly rate for each hour they are ordered to be on standby.

ARTICLE 18 HOLIDAY SCHEDULING

18.01 Employees shall use seven (7) holidays either scheduled, paid, or taken before July 31st of each year. The remaining six (6) holidays must be used or scheduled before December 1st of each year. Employees will be paid for all holidays not used or scheduled as set forth above: namely seven (7) by July 31st and six (6) by December 1st of each year.

18.02 Holiday requests are to be submitted in writing ten (10) days prior to the requested date. The Chief or his designee will grant an employee's request for holiday time off, based on operational need any staffing requirements as determined by the Chief or his designee.

18.03 In the event two (2) or more employees wish the same holiday time off, and the requests have been made in accordance to Article 4, Section 4.01, the senior most employee shall be granted the time off. If requests for holiday time off is made by two or more employees not in accordance with the ten (10) day notice, the first request for time off shall be honored. Holiday requests that have been submitted and approved, will not be canceled or changed once approved, without the approval of the Chief.

18.04 Holidays submitted with a ten (10) day notice will be approved or denied within five (5) working days of the scheduling employees return to work, but not sooner than the ten (10) day period for submission in the event an employee with greater seniority submits a request for the same date. In the event of an unforeseen personal situation, at the discretion of the Chief of Police, the ten (10) day notice requirement may be waived.

ARTICLE 19 HOLIDAYS

19.01 For the purpose of holiday pay, a holiday shall commence at the beginning of the third shift of the day preceding the holiday and shall end at the termination of the second shift on the holiday.

19.02 All employees will receive thirteen (13) paid eight (8) hour shifts per year, to be known as holidays. Holidays will be defined to include:

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Eve
11. Christmas Day
12. Two (2) Personal Days

19.03 Holidays. For an employee to be eligible to receive compensation for holidays, the employee shall work or receive compensable time off, other than sick time off, during both of his regularly scheduled work days preceding and following the holiday.

19.04 HOLIDAYS ON REGULAR WORKDAY OR DAY OFF

A. In the event that a holiday falls on the regular workday of an employee and said employee does in fact work, the employee shall be compensated at the rate of time and one-half. In the event the holiday falls on the regular day off of the employee, the employee shall have the option of receiving one (1) additional day off or receive compensation for one (1) additional eight (8) hour day at his regular rate of pay.

B. If an employee scheduled for a day off on a holiday requests that he works on a holiday, and said request is made to his immediate supervisor ten (10) days prior to the holiday, the request to reschedule may be granted. Seniority rights will prevail. If such requests are to be denied, then five (5) days notice shall be provided to the employee of such denial.

ARTICLE 20 LAYOFFS

20.01 The Employer shall give at least thirty (30) days advance notice to the Union and each employee laid off by the Employer. Layoffs shall be conducted based upon departmental seniority.

20.02 The Employer prior to laying off any permanent employees, shall layoff all probationary, temporary or part-time employees functioning within the bargaining units covered by this Agreement.

20.03 In the event of a layoff of sworn personnel, the Employer agrees not to hire civilian personnel to perform the duties of such personnel.

20.04 In the event of further layoff, sworn personnel will be laid off in the reverse order, last hired, first laid off. Rehiring will be in the reverse order of layoff according to seniority. Employees shall have the right to rehire (recall) for two (2) years from the date of layoff.

20.05 Any position created as a result of an outside funding source, (i.e. Port Authority, State and Federal grants) shall not fall under the provision of Section20 in the event a lay off becomes necessary within those positions due to a lack of a funding source.

ARTICLE 21 SICK TIME

21.01 It shall be the policy of the Employer's Police Department to provide sick leave with pay for all bargaining unit employees.

21.02 Each bargaining unit employee shall earn four and six-tenths (4.6) hours of pay for every eighty (80) hours of work. Sick time shall have no limit of accrual while the employee is employed by the Employer's Police Department.

21.03 Sick leave shall be charged in minimum units of a quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

21.04 Sick leave shall be granted to the employee for the following reasons, only upon approval of the department head:

A. The illness, injury, or pregnancy of the employee or an emergency, including pregnancy, in his/her family.

B. The affiliation of an employee of the immediate family of the employee with a contagious disease requiring the care and attendance of the employee.

C. Exposure of the employee to a contagious disease such that the presence of the employee at his/her job would jeopardize the health of the other employees.

D. Employees are required to provide medical documentation of an illness from their physician for all incidents of sick time for 3 consecutive days missed and each day after the fifth occurrence of sick time usage per calendar year (January 1 to December 31). Additionally, at the discretion of the Police Chief medical documentation of illness may be required for any illness that occurs prior to or after an employee's scheduled day off, vacation or holiday. An occurrence would be considered an absence from scheduled work for a consecutive period of four hours or longer.

21.05 Any abuse or patterned use of sick leave shall be just cause for disciplinary action.

ARTICLE 22 CONVERSION OF SICK TIME

22.01 At the completion of five (5) years employment with the City, any employee may convert unused sick time to cash payment under the following formula:

(A) If zero (0) to twenty-four (24) hours of sick leave is utilized in the preceding year, the employee may convert all or a portion of sick time accrued for that year to cash at fifty (50) percent of the regular hourly rate for all hours converted to cash. An employee who utilizes more than twenty-four (24) hours sick leave in a year will not be eligible to convert sick leave to cash payment for that year. An employee may convert sick leave to cash payment only for that year in which sick leave is accrued. Any balances which the employee does not convert to cash shall be carried forward.

(B) All sick leave credit balances that are carried forward are excluded from further cash benefits provided by this action. The failure of an employee to utilize the sick leave conversion option of this section shall result in the automatic carry forward of any balance of sick leave credit.

(C) Any cash benefit conversions of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the employee or the employer.

(D) An employee eligible to receive a cash benefit conversion of sick leave credit at year's end must indicate his desire to convert any sick leave no later than the end of the pay period that includes the first day of December of each year. Each employee shall be responsible for reporting the conversion request, in writing, to the Finance Director for payment. Payment for the same shall be made in the fourth pay period of the next proceeding year.

ARTICLE 23 RETIREMENT/BEREAVEMENT PAY

23.01 When an employee qualifies for retirement with at least ten (10) years of continuous employment with the Employer, he may elect at the time of retirement to be paid in cash for the value of his accrued but unused sick leave credit not to exceed twelve hundred (1,200) hours of sick time upon retirement. Such payment shall be based on the employee's rate of pay at the time of retirement. Any employee hired after December 31, 2012, may elect at the time of retirement to be paid one quarter (1/4) in cash the value of his accrued but unused sick leave credit not to exceed a maximum of cash payout of nine hundred sixty (960) hours. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The Employer shall have no further liability to pay for unused sick leave.

23.02 In the event of the death of an employee, which occurs in the line of duty, a designated beneficiary shall be paid for all accrued but unused sick leave credit, at his current rate of pay, within thirty (30) days of such death. Any employee hired after December 31, 2012, shall only be paid one quarter (1/4) in cash the value of his accrued but unused sick leave credit not to exceed a maximum of cash payment of nine hundred sixty (960) hours.

23.03 In the event of the death of an employee, not occurring in the line of duty, a designated beneficiary shall be paid for all accrued but unused sick leave credit, at his current rate of pay, up to a maximum eleven hundred (1,100) hours, within thirty (30) days of such death. Any employee hired after December 31, 2012, shall only be paid one quarter (1/4) in cash the value of his accrued but unused sick leave credit not to exceed a maximum of cash payment of nine hundred sixty (960) hours.

ARTICLE 24 MANAGEMENT RIGHTS

24.01 The right to hire, layoff, promote, transfer, discharge for just cause, maintain discipline, require observance of City Rules and Regulations, and maintain efficiency of employees is the sole responsibility of the Employer, and F.O.P. employees shall not exercise or attempt to exercise these rights in violation of this provision. In addition, the Employer has the exclusive duty and right to manage the business of the Employer, direct the working forces, determine the location of physical facilities, the methods, the processes and the means for accomplishing the work to be done, and to schedule such work and production. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically limited by the specific terms of this Agreement.

ARTICLE 25 F.O.P. BUSINESS LEAVE

25.01 The F.O.P. proposes, for the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows: Subject to the need for orderly scheduling and emergencies, the Employer agrees that two (2) elected Officials of the Union will be permitted reasonable time off, without the loss of pay, to attend general, board or special meetings of the Union, provided that at least seventy-two (72) hours notice of such meetings is given in writing to the Employer, and provided further that the names of all such Officials and employees will

be credited in writing to the Employer, approved by the Chief of Police and further that this will not short a shift and will not involve any overtime pay.

25.02 The Employer shall provide the F.O.P. with a total often (10) working days with full pay each year to be apportioned by the F.O.P. to its employees and designees for the purpose of attending to F.O.P. business provided that there is a replacement available.

25.03 The F.O.P. President and/or his duly authorized representatives chosen as delegates to an F.O.P. Business, will be given leave of absence with pay, for the period of time required to attend such Convention of Conference, upon written application approved by the Union's President and submitted to the Employer with at least fourteen (14) days notice. This period of time not to exceed ten (10) working days per year.

25.04 Employees designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur will, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, if authorized by the Chief of Police. If a designated Union negotiating team employee is in regular off duty status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 26 STRIKES/LOCKOUTS

26.01 The Employer agrees that so long as this Agreement is in effect, there shall be no lock-outs. The closing down of any section or division of the Employer or any part thereof, or curtailing any operation, shall not be construed to be a lockout. The F.O.P., its employees, officers, agents, and employees covered by this Agreement agree that there shall be no strikes, sit downs, stoppages of work, boycotts or slow downs, except as according to law.

ARTICLE 27 POLICE RULES/REGULATIONS

27.01 The Employer shall furnish at the expense of the Employer to each employee within sixty (60) days of the approval of this contract by the Council of said Employer, a copy of the Rules and Regulations of the Employer's Police Department that are in effect at the time, unless said employee has previously received a copy of said rules.

ARTICLE 28 LEAVES OF ABSENCE

28.01 Each employee shall be entitled to three (3) compensable bereavement leave days for death occurring to any of the following employees of the employee's families: wife, husband, son, daughter, step-children, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, step-brother, step-sister, step-father, or step-mother of the employee. The three (3) compensable days off for bereavement leave shall be working days. An employee is entitled to three (3) days bereavement leave in addition to any regular scheduled days off occurring at the time of the death of an employee of the employee's family. One (1) day of bereavement leave will be granted in the event of death of an employee's aunt or uncle, brother-in-law or sister-in-law.

28.02 A leave of absence will be granted for maternity upon request. Such request must be presented in writing to the Chief of Police and City Manager setting forth the date of leave is to commence, as soon as that can be determined by the employee, and the employee's physician. Upon receiving the physician's report, the department will transfer the employee to a suitable position to eliminate possible injury to the fetus and the employee. Return to work will be six (6) weeks after delivery or as permitted by a signed release by the employee's physician. The Employee may be required to exhaust all but forty (40) hours of acquired sick leave prior to being granted a leave of absence.

28.03 Family and Medical Leave Act

(1) The City of Conneaut, hereinafter known as the Employer and the Fraternal Order of Police/Ohio Labor Council, hereinafter known as the Union, do hereby agree to establish and administer the Employer's Family and Medical Leave Act policy and procedure in accordance with the collective Bargaining Agreement.

(2) In accordance with the Article entitled sick leave of the agreement, employees shall be allowed, at their discretion, to maintain a balance of forty (40) hours of sick leave prior to making the transition to unpaid status during an authorized paid Family and Medical Leave.

(3) There shall be coordination of the contractual provisions, the Employer's policy, and the Family and Medical Leave Act.

ARTICLE 29 NON-DISCRIMINATION

29.01 The Employer and the F.O.P. agree not to unlawfully discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or disability.

29.02 The Employer and the F.O.P. recognize the right of all employees to be free to join the F.O.P. and to participate in lawful F.O.P. activities. Thereafter, the Employer and the F.O.P. agree there shall be no discrimination by the Employer or the F.O.P. against any employee because of F.O.P. membership or non-membership.

29.03 The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

29.04 The Employer will not discriminate, interfere, restrain, coerce, or reprise any employee or employee because he holds an office or membership, bargains for, or files a grievance under terms of this contract. The Employer will not discriminate against employees and employment related decisions will be based on qualifications and predicted performance in a given position, without regard to race, color, sex, religion, national origin, age or disability of the employee; nor shall the Employer discriminate against employees as a result of membership in the Union.

29.05 The use of the masculine pronoun in this way or any other documents is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the famine as well.

ARTICLE 30 CONFLICT OF AGREEMENT/ORDINANCES

30.01 This Agreement is subject to all applicable existing or future laws or regulations of the State of Ohio and Federal law. Should any part of this Agreement be invalid by operation of existing law, or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid portions of this Agreement by good faith negotiations.

ARTICLE 31 CITY HOLIDAYS

31.01 Employees will receive a day off, or partial day off, or compensatory time equal thereto for any day or partial day off designated by the City Manager as a Legal Holiday.

ARTICLE 32 WORKING OUT OF CLASSIFICATION

32.01 When a Sergeant, Lieutenant or the Chief of Police are not on duty during a shift, the senior patrolman on duty, if appointed officer in charge, shall be compensated at the same rate of pay as a Sergeant, unless some other patrolman is designated by the Chief of Police. A patrolman so appointed who performs the duties of a Sergeant on first shift, will be compensated at the same rate of pay as a Sergeant. In the event there is a Sergeant on the first shift and a patrolman is assigned and performs the Sergeant's function for five (5) hours of the shift due to the Sergeant being away, the senior patrolman or the patrolman designated by the Chief of Police will be compensated at the same rate of pay as a Sergeant. In the event a Sergeant is not working second or third shift and the Lieutenant of Police is working the shift, no compensation is provided to the senior patrolman.

ARTICLE 33 SCHEDULE CHANGES

33.01 The Employer will provide employees not less than five (5) days notice of changes in the assigned work schedule except in cases of emergency as determined by the Chief of Police.

ARTICLE 34 EMPLOYEE SECURITY

34.01 The Employer's and the Chief of Police's personnel files and disciplinary history files relating to any employee, will be open and available for inspection by the affected employee, during the regular day shift business hours, as time and scheduling permits.

34.02 It is agreed that any material and/or matter not available for inspection, such as provided in the above paragraph, will not be used in any manner of forum to the employee's interests.

34.03 Any information of any adverse employment nature, which may be contained in any unfounded, exonerated or otherwise not sustained file, will not be used against the employee in any future proceedings.

34.04 No law enforcement agency, Chief of Police or the Employer will insert any adverse material into any file of the employee, unless the employee has an opportunity to review and receive a copy of said material in writing, regarding the adverse material.

34.05 Should an employee, upon examining his personnel file, have a reason to believe that there are inaccuracies in those documents to which he or she has access, the employee may write a memorandum to the Chief of Police or his representative explaining the alleged inaccuracy. If, upon investigation, the Chief of Police or his representative sustains the allegations, he shall do one of the following:

A. The employee's memorandum shall be attached to the material in question and filed with it and the Chief of Police or his representative may note thereon his concurrence; or

B. The Chief of Police or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

ARTICLE 35 **SALARY PROVISIONS**

35.01 WAGES: Patrolmen shall receive their step increase corresponding with their anniversary date of hire. It is incumbent upon patrolmen to notify in writing the Employer's Finance Department regarding a step increase.

35.02 Effective January 1, 2013, there shall be a four (4%) percent wage increase added to the January 1, 2012 base rates, Effective January 1, 2014, there shall be a three and a half (3.5%) percent wage increase added to the January 1, 2013 hourly rates of pay, and Effective January 1, 2015 there shall be a three (3%) percent wage increase added to the January 1, 2014 hourly rate of pay.

The Sergeants and Lieutenant shall receive their wage increase on January 1st, irrespective of their anniversary date of hire.

The following wage scale shall then henceforth apply:

POLICE OFFICERS	1/1/13	1/1/14	1/1/15
Step 1 – 0-12 months	$19.43	$20.11	$20.71
Step 2 – 1-2 years	$20.19	$20.89	$21.52
Step 3 – 2-3 years	$20.45	$21.16	$21.80
Step 4 – 3 or more years	$22.13	$22.91	$23.59
SERGEANTS	$24.34	$25.20	$25.95
LIEUTENANTS	$26.78	$27.72	$28.55

The above figures are subject to final calculations by the Finance Director.

A rank differential of ten (10%) percent, based upon highest paid patrolman, has been established between Police Officers and Police Sergeants, and a rank differential of ten (10%) percent, based upon the highest paid Sergeant has been established between Police Sergeant and Police Lieutenant.

All of the above wages are payable bi-weekly and are effective January 1, 2013.

35.03 K-9 officers shall receive an additional fifteen dollars ($15.00) per week for the care and maintenance of the K-9 unit.

ARTICLE 36 JOB-RELATED TRAINING INCENTIVES

36.01 In addition to the pay rates set forth in Article 35, the Employer will pay eight ($8.00) dollars monthly for each police related certificate an employee earns in police instruction and communication related courses or seminars. No more than twelve (12) certificates per employee will be eligible for the additional compensation.

36.02 In addition to the certification earned in the preceding paragraph, the Employer will compensate each eligible employee certified as follows for each certification.

a.	Certified Training Officer	$480.00 per year, payable bi-annually, the last pay in June and the first pay in December, at $240.00. Field Training Officers "must actively participate in Field Training on an as needed basis when directed by the Chief or his designee."
b.	EMT	$50.00 per month
c.	Associate Degree	$40.00 per month
d.	Bachelors Degree	$50.00 per month
e.	Certified Canine Officer	$42.00 per month

A & B: Officer must provide yearly documentation of current valid certification to continue receiving compensation.

B: EMT's must perform jail medical officer duties.

C: Must be related to Law Enforcement.

E: Must be actively performing canine duties.

ARTICLE 37 DISCIPLINARY PROCEDURE

37.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

37.02 All employees shall have the following rights:

A. An employee shall be entitled to representation of his/her own choosing at his/her own expense at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals as the result of the exercise of his rights under this procedure.

C. An employee shall be afforded the opportunity to explain his side of the story before any discipline is imposed. An employee shall receive from the Chief of Police a notice of discipline prior to any disciplinary action taken against him/her.

D. The employee shall have the right to appeal to the City Manager any suspension within five (5) days.

37.03 Discipline including suspensions without pay, removals or demotions shall be imposed only for just cause. The specific acts for which discipline is being proposed and penalty proposed shall be specified in the notice of discipline. The notice of discipline served on the employee shall be accompanied by a written statement that:

1. A reference to specific rules or procedures alleged to have been violated by the employee, and grounds therefore;
2. The employee has a right to file a grievance within five (5) working days of receipt of the notice of discipline;
3. The employee is entitled to representation by a representative of his/her own choosing at his/her own expense at every step of the proceeding.

37.04 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, or by leaving a copy of the notice at his place of residence.

37.05 The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges.

B. Upon receipt of the notice of discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The failure by an affected employee to file a grievance or appeal to disciplinary action shall be deemed an acceptance of such action by the employee.

37.06 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A

settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

37.07 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

37.08 Written reprimands shall cease to have force and effect twelve (12) months following their effective date providing there is no intervening subsequent or like offense during that time period. In the event that there is a subsequent or like offense within that time period, then the written reprimands shall cease to have force and effect, twenty-four months following their effective date.

Suspensions of three (3) days or less shall cease to have force and effect twenty-four (24) months following their effective date providing there is no intervening disciplinary action taken during that time period.

Suspensions of more than three days shall cease to have force and effect thirty-six (36) months following their effective date providing there is no intervening disciplinary action taken during that time period.

ARTICLE 38 VACATIONS

38.01 All Police Officers within the Employer's Police Department shall be allowed paid vacations in accordance with the following schedule:

A. All employees shall be allowed vacation leave with pay after the completion of one (1) year of employment with the Employer at the rate of two (2) weeks.

B. All employees shall be allowed vacation leave with pay after the completion of seven (7) years of employment with the Employer at the rate of three (3) weeks.

C. All employees shall be allowed vacation leave with pay after the completion of twelve (12) years of employment with the Employer at the rate of four (4) weeks.

D. All employees shall be allowed vacation leave with pay after the completion of eighteen (18) years of employment with the Employer at the rate of five (5) weeks.

E. Employees must sign up for at least (2) weeks of their annual vacation time by April 1 of each year. Each employee will submit three requests with the first request being the employee's first choice and so on.

F. Each employee's vacation shall be scheduled at the option of the employee so as to be continuous with the employee's scheduled days off.

G. Non-bid vacation requests made outside of the bidding provisions of Section 38.01 are to be submitted in writing fifteen (15) days prior to the requested date. The Chief or his designee will make a reasonable effort to grant an employee's request for such vacation time off, based on operational need an staffing requirements as determined by the Chief or his designee. In the event two or more employees wish the same non-bid vacation time off, the senior most employee shall be granted the time off, provided the requests were made on the same date. If the request is made by a less senior officer before that of the senior officer, the less senior officer shall be granted the non-bid vacation time off. If requests for non-bid vacation time off is made by two or more employees not in accordance with the fifteen (15) day notice, the first request for time off shall be honored. Non bid vacation requests that have been submitted and approved, will not be canceled or changed once approved, without the approval of the Chief. Non-bid vacation requests submitted with a fifteen (15) day notice will be approved or denied within five (5) working days of the scheduling employees return to work, In the event of an unforeseen personal situation, at the discretion of the Chief of Police, the fifteen (15) day notice requirement may be waived.

H. Upon retirement or resignation, an employee shall receive a maximum vacation payout equal to the previous two years' vacation credit that was earned but not used, together with the current year's unused vacation credit.

ARTICLE 39 HEALTH/SAFETY

39.01 The Employer agrees to furnish all tools, facilities, vehicles, supplies, equipment, etc., as financially able. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Employer.

ARTICLE 40 EXTRA JOB OPPORTUNITIES

40.01 A representative selected by the Local F.O.P. Lodge will be responsible for callouts of extra duty jobs. A rotating list will be maintained by the Lodge representative, each extra duty job will first be approved by the Chief of Police prior to the call-out being completed.

ARTICLE 41 PROMOTIONS

41.01 Promotions to the rank of Sergeant shall be made utilizing a written test and an interview in front of an Oral Board consisting of at least there (3) impartial members. These members shall possess police administrative back ground of at least five (5) years, whether they are still active or retired, and have been certified through the Ohio Peace Officer Training Commission, or certifiable Peace Officer Commission within another state through their respective government office.

ARTICLE 42 DRUG & ALCOHOL POLICY

42.01 The FOP/OLC agrees to comply with the Employer's Drug Free Workplace Policy as set forth in §157.54 of the Codified Ordinances of the Employer.

ARTICLE 43 TERMS OF AGREEMENT

43.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2013, and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

43.02 Written notice shall be given at least sixty (60) calendar days prior to December 31, 2015, by either party requesting a change or termination of this Agreement. If written notice is not given within this time period, this Agreement shall continue in full force and effect from year to year until such notice is given at least sixty (60) calendar days prior to December 31st of any subsequent year.

SIGNATURES

In witness whereof, the parties have caused this Agreement to be executed this 16 day of January, 2018 at the City of Conneaut, Ohio.

FOR THE UNION:

Lucy DiNardo, Staff Representative
FOP, Ohio Labor Council, Inc.

Committee Member

Committee Member

FOR THE EMPLOYER:

Timothy J. Eggleston, City Manager