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AGREEMENT

BETWEEN THE

CITY OF WILLOWICK

AND

FRATERNAL ORDER OF POLICE

WILLOWICK LODGE NO. 116

POLICE OFFICERS

Effective January 1, 2013

to

December 31, 2015

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**AGREEMENT**

This Agreement is made and entered into this 3<sup>rd</sup> day of December 2013, at Willowick, Ohio, by and between the City of Willowick (hereinafter referred to as the "City") and the Fraternal Order of Police and its Willowick Lodge No. 116 (hereinafter jointly referred to as the "FOP").

**ARTICLE 1**

**RECOGNITION**

1.01 The City hereby recognizes the FOP as the exclusive Bargaining Representative for a Unit comprised of all Police Officers below the rank of Sergeant.

1.02 The FOP shall be granted a reasonable amount of compensatory release time, not to exceed a total for both Bargaining Units combined of one hundred and four (104) hours per year to conduct FOP business. A written request for such release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative. Two (2) employees will be permitted off at the same time. Approval shall be subject to the City's ability to maintain adequate staffing.

## ARTICLE 2

### CITY'S RIGHT TO MANAGE

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standard of services, its overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the City as a governmental unit;

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

### **ARTICLE 3**

#### **FOP DUES AND FAIR SHARE FEES**

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

3.02 The FOP recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the FOP, for purposes of collective bargaining, contract enforcement and grievance resolution. For these services, the FOP may assess a fair share fee as provided

in this Article against non-members of the FOP who have completed a one (1) year probationary period.

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

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

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

3.06 The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share

fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes in this Section, the term "City" includes the City of Willowick and its various offices and officials, whether elected or appointed.

#### **ARTICLE 4**

##### **GRIEVANCE PROCEDURE**

4.01 A "grievance" is an alleged violation of the Agreement or any dispute with respect to its meaning or application and shall be the sole and exclusive method for resolving grievances and waive any right of appeals through Civil Service except that a new hire probationary removal may only be appealed pursuant to Civil Service rules and regulations and is not grievable. A grievance may only be initiated by an aggrieved member of a Bargaining Unit and must be signed by such aggrieved individual. The grievant shall be entitled to FOP representation at each stage of the grievance process and any grievance meetings shall be conducted at reasonable times and places. The FOP reserves the right to participate at each step of the grievance/ arbitration process.

4.02 A letter of rebuttal may be placed in an employee's file for cautionary or written disciplinary actions and are not grievable.

Any disciplinary action resulting in a suspension, demotion, or discharge may be appealed through the grievance and arbitration process set out herein.

Disciplinary action may be implemented in accordance with the just cause standards.

4.03 The following procedure shall be used in applying the grievance process:

a. Step 1 - Informal

Prior to filing any written grievance, the grievant must attempt to resolve it informally with his/her immediate supervisor.

b. Step 2 - Chief

Any grievance that is not resolved at the informal level must be presented, in writing, to the Chief within ten (10) calendar days of the occurrence of the alleged grievance. The Chief, or his designee, may hold a meeting to hear the dispute and shall provide a

written answer to the grievance within one (1) week after its receipt.

If the Chief's, or his designee's, response to the grievance is not satisfactory, the grievance shall be reviewed by a FOP screening committee to determine whether it should be advanced to the next step in the grievance procedure.

c. Step 3 - Director of Public Safety/Mayor

If the grievant is not satisfied with the resolution at Step 2, and the FOP screening committee finds merit in an appeal, he may appeal to the Director of Public Safety/Mayor, in writing, within one (1) week after receipt of the Step 2 answer. The Director of Public Safety/Mayor, or their designee, shall hold a meeting with the grievant within one (1) week after receipt of the grievance and shall answer the grievance, in writing, within fifteen (15) work days of such meeting.

As used in this Agreement, the term "Director of Public Safety" shall mean the Mayor or their designee.

a. Step 4 - Arbitration

If the grievant is not satisfied with the resolution at Step 3, he may request that the FOP file a request for arbitration. The FOP must file such request within one (1) week of the Step 3 decision with the Director or Public Safety/Mayor.

The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association. If an Arbitrator is not selected from the first list, a second list shall be provided to the parties.

The arbitration step of the grievance procedure shall be pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.

The cost of the Arbitrator shall be paid equally by the City and FOP.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

4.04 The failure of the grievant or the FOP to meet any time limit provided herein shall serve as a waiver of any grievance.

4.05 Recording devices at grievance meetings shall be prohibited unless prior written consent is given by all parties.

## **ARTICLE 5**

### **NO STRIKE**

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

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

In the event of a violation of the "no-strike" clause, the FOP shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation

of this Agreement, unlawful and not sanctioned or approved of by the FOP. The FOP shall advise the employee to return to work immediately.

5.03 NO LOCK-OUT.

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

**ARTICLE 6**

**NON-DISCRIMINATION**

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

**ARTICLE 7**

**LABOR-MANAGEMENT COMMITTEE**

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

7.02 For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick Police Officers designated by the FOP. Committee meetings shall be scheduled at least quarterly by the City at reasonable, mutually convenient times, and shall be closed to the public. Agenda times may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the FOP is expected to work matters with the Police Department before raising them at Labor-Management Committee meetings.

## **ARTICLE 8**

### **SAVINGS CLAUSE**

8.01 Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable State and Federal Laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority. Should any part of this Agreement be

held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

## **ARTICLE 9**

### **BULLETIN BOARD**

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

## **ARTICLE 10**

### **SENIORITY**

10.01 In all matters not governed by Civil Service wherein the City considers and evaluates two (2) or more Bargaining Unit members within a particular classification such as, but not limited to, shift selection and vacation selection, said selection should be awarded on the basis of seniority (last date of hire as a full-time City of Willowick Police Officer) should all other factors in the evaluation process, including the needs of the City, be considered equal.

Prior continuous service of a Part-Time Police Officer shall be credited upon appointment to a Full-Time position on a pro-rata basis. Each hour of continuous service from the last date of hire in the active pay status shall be credited as one (1) service credit. 2080 hours of service credit shall equal one (1) year.

## **ARTICLE 11**

### **WAGES**

11.01 Effective retro-active to January 1, 2013, employees employed upon execution shall receive an increase in base wage by two percent (2%).

Effective January 1, 2014 - Increase base wage by two percent (2%).

Effective January 1, 2015 - Increase base wage by two percent (2%).

11.02 There shall be a ten percent (10%) wage differential between the Patrolman classification and Sergeant classification and a ten percent (10%) wage differential between the Sergeant classification and the Lieutenant classification. For the Sergeants and Lieutenants with fewer than five (5) years of service with the City, the ten percent (10%) wage differentials will be based upon the base pay of the Patrolman if a Sergeant or Sergeant if a Lieutenant with the same number of years in service.

11.03 The following represents the base hourly rates at each time interval indicated:

|                                  | 1/1/13 | 1/1/14 | 1/1/15 |
|----------------------------------|--------|--------|--------|
| Lieutenant with 5 or more years  | 41.46  | 42.30  | 43.14  |
| Sergeant with 5 or more years    | 37.69  | 38.45  | 39.22  |
| Patrolman with 5 or more years   | 34.26  | 34.95  | 35.65  |
| Patrolman with 4 or more years   | 32.60  | 33.25  | 33.92  |
| Patrolman with 2 or more years   | 28.71  | 29.28  | 29.87  |
| Patrolman with less than 2 years | 25.27  | 25.78  | 26.30  |

Years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit.

11.04 Wages shall be paid bi-weekly.

11.05 OFFICER IN CHARGE PREMIUM - Any Patrol Officer who is assigned to act in the capacity of Officer in Charge shall receive a premium of two dollars (\$2.00) per hour for each hour so worked.

11.06 Effective 1/1/01 employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE (SENIORITY)

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

Such rates are in total and are not accumulative.

11.07 Commencing in January 2014, all sworn police officers shall be required to meet the minimum standards of O.R.C. Section 109.801 for firearms proficiency. Annually and upon satisfactorily meeting the standard, officers shall receive a five hundred dollar (\$500.00) payment.

11.08 PFDPF (POLICE & FIREMEN'S DISABILITY & PENSION FUND) SALARY REDUCTION PICK-UP - In accordance with the requirements of Section 414 (h) (2) of the Internal Revenue Code (the "Code") and regulations and rulings there-under, effective not later than October 20, 1991, the City shall "pick up" the employee contributions that are required to be deducted from the salary of employees who are covered by this Agreement and are members of the Police & Firemen's Disability & Pension Fund (PFDPF). Such pick-up shall not alter the amount of or character of contributions that are required to be made to the PFDPF by the City and by PFDPF-covered employees pursuant to Chapter 145 of the Ohio Revised Code; shall, to the extent permitted by the Code, be treated as excludable from the gross income of the covered employees; and shall not alter the amount of the salary, wages or earnings of the covered employees for any other part of this Agreement. The City shall report to the Internal Revenue

Service, the State of Ohio, and any other taxing authority as it is required to do by law or regulation.

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

## **ARTICLE 12**

### **HEALTH INSURANCE**

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

#### 12.02

Effective July 1, 2011, the prescription plan limits may be modified by the Employer from the current

\$10.00/\$20.00/\$20.00 plan to a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

12.03

The Employer will pay 90% of the accumulated total of the health, prescription, eye and dental care premiums based on the employees plan level eligibility. The employee shall pay 10%.

Effective July 1, 2011, a four-tier plan level of eligibility will be established.

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

\$75.00 Emergency Room Co-pay

\$50.00 Urgent Care Co-pay

\$20.00 Dr. Visit Co-pay

|                   | In-Network      | Out-of-Network  |
|-------------------|-----------------|-----------------|
| Coinsurance       | 90%/10%         | 70%/30%         |
| Deductible        | \$200/\$400     | \$400/\$800     |
| Out-of-Pocket Max | \$1,000/\$2,000 | \$2,000/\$4,000 |

12.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of Non-Bargaining employees, as well as

representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

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

12.05 The City shall provide at no cost to the employee, term life insurance in the amount of \$20,000.00, effective on the first of the next month following employment.

## **ARTICLE 13**

### **PERSONNEL FILES AND POLICY**

13.01 Understanding that in the Administration of the Police Department the City maintains individual personnel files, the Bargaining Unit member may, and on at least an annual basis be permitted, to review his personnel file with at least a five (5) day written request.

Should a Bargaining Unit member upon review of his/her file, come across material of a negative or derogatory nature, said Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the Bargaining Unit member's file as long as the negative material remains.

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

13.02 Records of any verbal or written reprimands will cease to have force and effect or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the suspension providing there are no intervening suspensions during the period.

Records of any suspension greater than three (3) days will cease to have force and effect or be considered in future disciplinary measure three (3) years after the effective date of the suspensions, providing there are no intervening suspensions during the period.

No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

#### **ARTICLE 14**

##### **SCHOOLING**

14.01 Effective January 1, 1995, each full-time regular member of the Division who has acquired the following credentials shall receive in addition to his regular monthly compensation:

1. Associate Degree in Law Enforcement conferred by any university, college, junior college or community college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority or any similar accrediting authority - Fifty Dollars (\$50.00) per month, and

Twenty-Five Dollars (\$25.00) per month for a Non-Law Enforcement Associate Degree.

2. Bachelors Degree in Law Enforcement or Police Science conferred by any university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority - One Hundred Dollars (\$100.00) per month, and Fifty Dollars (\$50.00) per month for a Non-Law Enforcement Bachelors Degree.

Current credits under the former plan shall be maintained and count towards the One Hundred Dollars (\$100.00), Fifty Dollars (\$50.00), and Twenty-Five Dollar (\$25.00) payments.

## **ARTICLE 15**

### **COURT TIME/TRAINING TIME/CALL UP TIME**

#### **15.01 ATTENDANCE AT COURT SESSIONS**

Each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to Police business for which such attendance is required. Such compensation shall be payable only for attendance by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members

receiving compensation under this Article shall receive credit for a minimum of four (4) hours, to be taken in the form of pay or compensatory time off.

15.02 Bargaining Unit members who are assigned mandatory training evolutions as determined by the Employer, to include but not limited to Perry Nuclear Training, Breath Testing Process, Cardiopulmonary Resuscitation, and First Aid shall be compensated for time spent in such training evolutions. When such evolutions are assigned on a member's off-duty time, said member shall receive credit for a minimum of two (2) hours at the applicable rate in either pay or compensatory time off.

When an officer is required to report for duty at other than a scheduled time (call up), that officer shall be entitled to a minimum two (2) hour premium commencing at the inception of the "call up".

## **ARTICLE 16**

### **OVERTIME**

#### 16.01 OVERTIME COMPENSATION

1. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time in excess of forty (40) hours at a rate which is

one and one-half (1-1/2) times the regular hourly rate of compensation.

All Bargaining Unit members who work on New Year's Day, Easter Sunday, Independence Day, Patriots Day, Thanksgiving Day, and Christmas Day shall be compensated for such time at a rate which is one and one-half (1-1/2) times the regular rate of compensation or in lieu of overtime compensation, he or she may be granted compensatory time. An employee held over or called in on one (1) or the six (6) days set out herein, shall be compensated at a rate of two (2) times the regular rate of compensation for the hold over or call in hours, providing the employee completes their regular scheduled work week.

2. Whenever any Bargaining Unit member, employed on a full-time basis, works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred twenty (120) hours accumulative, except that the total hours any individual officer may accumulate with respect to retirement shall remain at forty (40) hours. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked.

For purposes of computing overtime pay and/or compensatory time; holiday, vacation, compensatory and personal day hours shall count as hours worked during the normal work week. Sick leave hours shall not count for purposes of computing overtime and/or compensatory time except when the overtime is for court time, mandatory training or mandatory meetings. In the case of forced overtime only, an employee may substitute comp-time for sick leave within the defined week it occurs.

16.02 TAKING COMPENSATORY TIME OFF

1. Compensatory time off shall be granted at the discretion of the Chief of Police or his designate. Provided there is prior approval of the Chief of Police or his designate, officers who have time in the comp time bank may exchange comp time.

16.03 A Bargaining Unit employee shall be permitted to sell back up to one hundred twenty (120) hours of compensatory time each calendar year.

16.04 Each shift shall be responsible to offer and manage an overtime opportunity rotation. In the event an error arises in the assignment of overtime, the affected employee shall be offered the next overtime opportunity.

**ARTICLE 17**

**UNIFORM ALLOWANCE**

17.01 Each regular full-time Bargaining Unit member shall receive a uniform clothing maintenance allowance with the first pay of December.

The uniform allowance shall be established as \$1050.00.

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

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

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

17.04 The Employer shall initially purchase and thereafter replace an employee's personal body armor Minimum Level II when usage so requires, but at least within the manufacturer's specified period for replacement. No usage replacement shall be effected when an Officer's negligence causes or creates the requirement to replace.

## **ARTICLE 18**

### **MILEAGE**

#### 18.01 MILEAGE

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

## ARTICLE 19

### SICK TIME

#### 19.01 SICK LEAVE

1. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) week days or a total of ten (10) hours with pay for the reasons specified in Subsection Four (4) hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection Four (4) hereof, or due to paid vacations or legal holidays.
  
2. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have

been entitled as compensation for his usual service if it had been performed on such days.

3. Unused sick leave may be accumulated without limit.
4. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection One (1) above, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees and to illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother or sister. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics.

The Employer may require certification of medical attention when an employee is off for three (3) consecutive work days or after four (4) undocumented occurrences in a rotating year.

5. Except as provided in Subsection Six (6) hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit

remaining upon the termination of his employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the City has been terminated may, with approval of the Mayor, be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.

6. Upon the retirement, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick at such Bargaining Unit member current rate of compensation as follows:

A. Payment shall be for a maximum of one hundred twenty (120) days or a total of nine hundred sixty (960) hours of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.

B. In case of death, to the Bargaining Unit member's surviving spouse, if any, who was living with such Bargaining Unit member or dependent upon him for support at the time of his death, or if there is no surviving spouse, to the dependent children, including

adopted children, of such Bargaining Unit member or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon such Bargaining Unit member for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member shall be required to see to the proper expenditure of any such payments.

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

other Bargaining Unit member thereof shall be required to see to the proper expenditure of any such payment.

7. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his accumulated sick leave with such public agency. Provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public agency.
8. Sick leave transfer credited from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick.

## **ARTICLE 20**

### **INJURY LEAVE**

20.01 An employee who is injured while on duty, on the City's payroll and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is entitled to

Workers' Compensation, shall be eligible for paid leave not to exceed ninety (90) calendar days, unless eligible for a pension.

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

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

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

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

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

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

## **ARTICLE 21**

### **TIME ALLOWED FOR DEATH OF RELATIVES**

21.01 Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, twenty-four (24)hours in the event of the death and attendance at the funeral of any of the following relatives of such employee or his or her spouse; spouse, child, parent, brother, sister, or grandparent.

**ARTICLE 22**

**VACATION**

22.01      ANNUAL VACATION

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

| <u>YEARS OF SERVICE</u>     | <u>VACATION IN WEEKS</u> |
|-----------------------------|--------------------------|
| 1 or more but less than 5   | 2 weeks (80 Hrs.)        |
| 5 or more but less than 10  | 3 weeks (120 Hrs.)       |
| 10 or more but less than 15 | 4 weeks (160 Hrs.)       |
| 15 or more but less than 20 | 5 weeks (200 Hrs.)       |
| 20 or more                  | 6 weeks (240 Hrs.)       |

A vacation may be split into four (4) separate periods, including the addition of allotted holidays in Article 23. Holiday Hold Back. Employees will be permitted to hold back scheduling of up to forty (40) hours of holiday time that may be scheduled in not less than one (1)hour increments before the end of the year. Such days will not be granted off if it causes overtime or if it affects shift minimums established by the Employer. An employee who held back holidays who fails or is unable to utilize such days shall lose the days.

B. For the purpose of determining the number of vacation days to which each regular full-time Bargaining Unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit. Each member shall be entitled to one vacation for each twelve (12) months worked.

The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

C. In case of emergency, the Chief of Police has the right to require any Bargaining Unit member to work all or part of a planned vacation leave. If a Bargaining Unit member is required to work under circumstances set forth above, the Bargaining Unit member shall be paid an amount equal to the usual compensation for the day or days worked and the Bargaining Unit member shall have the vacation days worked scheduled for a later time in the calendar year.

**ARTICLE 23**

**HOLIDAYS**

**23.01** TIME OFF FOR THE HOLIDAYS

- A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays or a total of eighty eight (88) hours in each calendar year after being on the force full-time for thirty (30) days, provided the employee is in the active pay status on the scheduled work day prior and the scheduled work day after each designated City holiday as they fall. These holidays may be taken in accordance with the vacation time covered in Article 22.

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

- B. Each full-time Bargaining Unit member shall receive three (3) personal days (24 hours) or a total of twenty four hours (24) in each calendar year, to be taken with the advance approval of the Chief of Police and when the work shift is at sufficient strength so the City will not be

required to have another employee work for the employee requesting the day off.

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

- C. New full-time employees shall be entitled to personal days as set out in this section in the next calendar year of employment. A new employee will be entitled to one (1) personal day (8 hours) for each full quarter remaining in the calendar year of hire.

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

## **ARTICLE 24**

### **FITNESS FOR DUTY**

24.01 An employee found unfit for duty or unable to return to service after an extended medical leave as authorized by the Employer, shall be removed from employment in a non-disciplinary manner.

24.02 Initial determination may be based on the employee's physician's medical statement or, at the Employer's expenses, an employee may be required to submit to a medical examination to determine fitness for duty pursuant to OAC 123:1-30-01.

24.03 A pre-separation hearing will be offered in the case of an involuntary disability separation, pursuant to OAC 123:1-30-02. Voluntary disability separation shall be processed pursuant to OAC 123:1-30-03.

24.04 An employee who has been separated from service due to a disability separation shall have reinstatement rights as set out in OAC 123:1-30-04, excluding sub-section (1), who's right of appeal shall be subject to the grievance and arbitration article of this Agreement which shall be the sole and exclusive remedy.

## **ARTICLE 25**

### **LENGTH OF AGREEMENT**

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

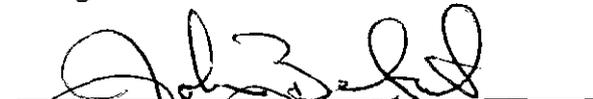
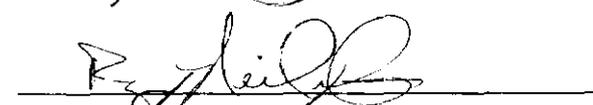
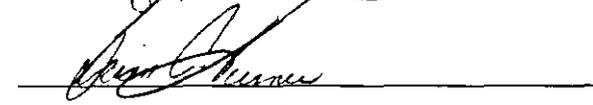
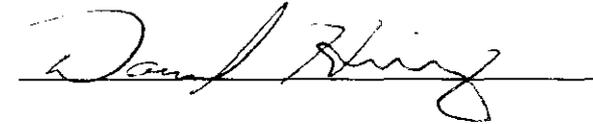


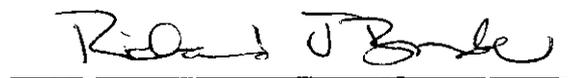
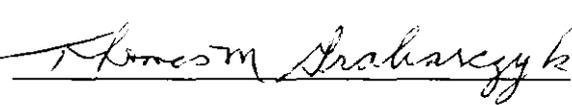
25.02 Article 16 - Overtime, Sections 16.01, 16.02 and 16.03 remain unresolved as of the implementation of this Agreement. Such Article shall be modified as jointly agreed or as a result of resolution through provisions set out in Ohio Revised Code 4117 in SERB Case #00-MED-09-0988 and #00-MED-09-0989.

FOR THE F.O.P.

FOR THE CITY

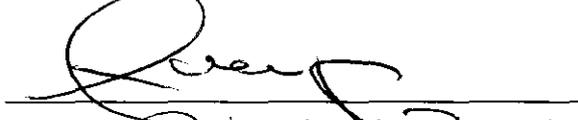
Sergeants and Above

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Robert M. Phillip  
 FOP 116 General Counsel

  
 Director of Law