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Agreement Between:

THE CITY OF ALLIANCE

and

The Fraternal Order of Police/Ohio Labor Council



POLICE CLERICAL

Effective January 1, 2013 thru December 31, 2015

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## **ARTICLE 1 - PURPOSE**

This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police/Ohio Labor Council, Inc. hereinafter referred to as the "Union or the "F.O.P." and has as its purpose: the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance; and to provide a more professional police department.

Further, it is mutually recognized, that the parties agree that working conditions that substantially affect the Bargaining Unit employees are subject to negotiations.

## **ARTICLE 2 - RECOGNITION**

The City hereby recognizes the F.O.P./O.L.C. as the sole and exclusive bargaining representative for all secretaries, stenographers, office coordinators and clerical employees as described in Case # 08-REP-09-0157 of the State Employment Relations Board with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

## **ARTICLE 3 - DUES CHECK OFF AND FAIR SHARE FEE**

### **SECTION 1 - REPRESENTATION**

As bargaining agent, the Union is required to represent all employees in the Police Department who are members of the bargaining unit fairly and equitably, regardless of their membership, or non-membership, in the F.O.P.

### **SECTION 2 - MONTHLY DEDUCTIONS**

The City agrees to deduct monthly from the pay of each bargaining unit member from whom it receives an authorization to do so, the amount specified upon the authorization. Each bargaining unit member utilizing the City deduction from the pay for the remittance of sums to the Union shall provide the City an authorization form. The form shall include an agreement by the bargaining unit member to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purposes of providing the deduction service.

### **SECTION 3 - NOTIFICATION**

Such sums deducted from a bargaining unit member's pay, accompanied by a list of bargaining unit members from whose pay they have been deducted and the amount deducted shall be forwarded to F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215-4611 within the month such collection is made.

**SECTION 4 - UNION REFUND**

In the event that a refund is due any bargaining unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union.

**SECTION 5 - HOLD HARMLESS CLAUSE**

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

**SECTION 6 - DEDUCTION ERROR**

The City shall not be liable for any remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for a bargaining unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the bargaining unit member or Union.

**SECTION 7 - FAIR SHARE CONTRIBUTION**

An employee who is a member of the bargaining unit covered by this Agreement, as a condition of employment, must either become a member of the Union or pay to the Union a "fair share fee" not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

**SECTION 8 - UNION BUSINESS LEAVE**

The F.O.P. shall be entitled to forty (40) hours of time off for Union business per calendar year, without loss of pay.

- (a) Representatives of F.O.P. shall be afforded reasonable time during regular duty hours for responsibilities with the City, including negotiations, processing grievances, meetings, and administration and enforcement of the Agreement, without loss of pay or Union time.
- (b) There shall be a maximum of two (2) bargaining unit members permitted off on Union time on any given shift.

**ARTICLE 4 - NO STRIKE/LOCK OUT**

**SECTION 1 - STRIKE**

The Union and the bargaining unit employees pledge not to engage in any strike against the City of Alliance including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interferences with, or withholding of, services mandatory or discretionary job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15 (C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

### **SECTION 2 - JOB ACTION**

The Fraternal Order of Police/Ohio Labor Council agrees to actively seek stoppage of any type job action by a member or members of the bargaining unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

### **SECTION 3 - LOCK OUT**

The City agrees not to lock out any employee in the Fraternal Order of Police/Ohio Labor Council bargaining unit during the term of this Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **SECTION 1 - DESCRIPTION**

Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights-express or inherent-to operate, manage, and direct the bargaining unit employees of Alliance, Ohio (herein sometimes referred to as "Department".) Such rights shall include, but not limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the City; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services, and programs of the City;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligibility lists;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which City operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations;
- (e) to maintain or increase the efficiency and/or effectiveness of City services, to relieve employees from their duties because of lack of funds,

lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime;

- (f) to take any action deemed necessary to carry out the functions, services, and programs of the City in an emergency;
- (g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects including, but not limited to, those enumerated above-reserved to and retained by the City under this Article.

#### **SECTION 2 - BARGAINING RIGHTS**

This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions of employment; and the parties hereto specifically waive any rights which either may have to require other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Union had free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08 (c) of the Revised Code or Section 1 of this Article.

#### **SECTION 3 - RESERVATION OF RIGHTS**

The City specifically retains all of its rights contained in Section 4117.08 (c) (1)-(9).

#### **SECTION 4 - JOINT RESPONSIBILITY**

The Fraternal Order of Police/Ohio Labor Council and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous service to the citizens of the City of Alliance.

#### **SECTION 5 - RIGHTS RETAINED**

The City shall retain as a management right the ability to establish rules and regulations for the bargaining unit members, within its sole discretion. The City also retains the management right to conduct agility testing, psychological testing, drug testing, and other nondiscriminatory job related testing for bargaining unit members and to require such tests to be taken.

## **SECTION 6 - RULE COMPLIANCE**

The Union agrees that its members will comply with all Police Department rules and regulations, including those related to conduct and work performance. It is specifically understood and agreed that the employees will cooperate with the rules and regulations as they relate to mandatory training, or who leave mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

## **SECTION 7 - DRUG SCREENING**

- (a) Drug screening tests shall be part of the periodic physical examination given to employees to detect the illegal drugs or controlled chemical substances. In addition to the periodic physical examination, baseline testing may be administered once per year without prior notice. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- (b) The bargaining unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.
- (c) If both the screening and the confirmatory tests are positive, the City may require the bargaining unit member to participate in a rehabilitation or detoxification program which is covered by the bargaining unit member's health insurance program. A bargaining unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such bargaining unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the bargaining unit member is no longer using illegal drugs or abusing controlled substances, the bargaining unit member shall be returned to his position. Such bargaining unit member may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return. Any bargaining unit member in the above mentioned rehabilitation or detoxifications programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- (d) If the bargaining unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work

upon completion of the program of rehabilitation, such bargaining unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

- (e) For the purpose of this Article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a bargaining unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.
- (f) For the purposes of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this Article. Except as otherwise provided by the state or federal law with regard to communicable diseases, or with the permission of the bargaining unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the bargaining unit member.
- (g) If a bargaining unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the bargaining unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A bargaining unit member may use accrued vacation or holiday time during such leave. A bargaining unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A bargaining unit member shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The bargaining unit member's health insurance premiums will be paid during the leave of absence.

#### **SECTION 8 - LABOR MANAGEMENT COMMITTEE**

In accordance with the purpose of this Agreement, which is to promote harmonious relationship between the City of Alliance and the Fraternal Order of Police/Ohio Labor Council, the City agrees to convene Labor Management Committee meetings upon the request of either Party's representative(s). The City's representative in regard to convening Labor Management meetings shall be the Director of Public Safety and Service (or Police Chief) and the Union's representative shall be the F.O.P./O.L.C. Staff Representative or the bargaining unit's steward. The Parties understand that such meetings are not bargaining sessions or grievance hearings. The City shall have the right to accept or reject suggestions made by the Labor Management Committee at the City's sole discretion. Where possible, the parties shall furnish each other with prospective issues to be discussed upon scheduling a Labor Management meeting.

## **ARTICLE 6 - DISCIPLINARY ACTION**

### **SECTION 1 - MANAGEMENT RIGHT**

Without limitations upon the right of discharge or discipline, provided in this Agreement, management shall have the right to discharge or suspend a bargaining unit member for just cause. In the case of any offense for which an employee may be discharged, the City, in its discretion, may impose a lesser penalty, including but not limited to, suspension, reduction in pay or demotion.

### **SECTION 2 - NOTICE OF DISCIPLINE**

All written notice involving discipline shall state the specific actions of the violation, and the amount of discipline that may be imposed.

### **SECTION 3 - REPRESENTATION**

If the bargaining unit member requests, he shall have the right at any time to have representation present for the purpose of resolving a dispute.

### **SECTION 4 - PROGRESSIVE DISCIPLINE**

Management shall practice progressive discipline as defined in the rules and regulations, but management reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure, based upon the seriousness of the offense. Management practice of progressive discipline does not infringe upon its right to remove any bargaining unit member from the payroll on the first instance for a firing offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Any form of discipline for any matter will be considered for determining the next level of discipline of any subsequent offense.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1 - GRIEVANCE PROCEDURE**

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement. Both parties agree that all of the grievances shall be dealt with promptly and every effort shall be made to settle grievances as close to the source as possible. Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.

The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays, for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by a bargaining unit member, group of bargaining unit members, the Union, or the City;

Step 1: A grievance must be presented orally to the bargaining unit member's Supervisor within five (5) working days of the occurrence or within five (5) working days after the occurrence has become known to the bargaining unit member. The Supervisor shall have five (5) working days to provide the bargaining unit member with a response.

Step 2: If the grievance is not settled at Step 1, the Union may appeal the grievance in writing to the Chief of Police. Such appeal must be submitted, within five (5) days after receipt of the Step 1 reply. The Chief of Police or his designated representative shall meet within seven (7) calendar days with the Union to attempt to resolve the grievance. The Chief of Police shall reply to the Union in writing within five (5) days following such meeting.

Step 3: If the grievance is not settled at Step 2, the Union may appeal the grievance in writing to the Director of Public Safety and Service. Such appeal must be submitted within five (5) days after receipt of the Step 2 reply. The Director of Public Safety and Service or his designated representative shall meet within fourteen (14) calendar days with the Union to attempt to resolve the grievance. The Director of Public Safety and Service shall reply in writing within five (5) days following such meeting.

Step 4: If the grievance is not settled at Step 3, either party may, within five (5) days of the decision of the Director of Public Safety and Service, certify in writing to the other party its intent to submit the grievance to arbitration.

## **SECTION 2 - ARBITRATION**

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such an agreement is not reached, request by either party can be made to the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators to both parties. When the list is received, either party may reject the list and request that the Federal Mediation and Conciliation Service supply a second list of seven (7) new names. The representative of the parties shall alternatively strike names from the list until only one (1) name remains. The last remaining name shall be the arbitrator. A future hearing date must be selected within fourteen (14) days after the appointment of the arbitrator.

## **SECTION 3 - ARBITRATOR'S JURISDICTION**

Jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the express terms of this Agreement and any subsequent agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
- (b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by

reference to any so-called practices or customs of any other police department; and

- (c) The rendition of a decision or an award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (d) The rendition of a decision or an award which is not retroactive to a date proceeding the date the grievance upon which the decision or award is based was first presented in writing; and
- (e) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and
- (f) The rendition of a decision or award in writing which shall include a statement of the reason and grounds upon which the decision or award is based; and
- (g) The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and arguments presented in the written briefs of the parties; and
- (h) The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs of the parties.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. Furthermore, the decision of the arbitrator within the limits herein described shall be final and binding upon the City, the F.O.P./O.L.C. and the employees affected, subject to judicial review.

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorney fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called, or attorneys employed.

As provided in Section 4117.10 (A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this final and binding grievance procedure.

## **ARTICLE 8 - NONDISCRIMINATION**

It is the condition of this Agreement, agreed by both parties, to provide equal opportunity to all bargaining unit members and to prohibit any discrimination because of race, creed, color, sex, national origin, age or disability. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law.

## **ARTICLE 9 – SENIORITY, LEAVES OF ABSENCE AND PROBATIONARY PERIOD**

### **SECTION 1 - DEFINITION**

Department seniority is the total uninterrupted continued service of a bargaining unit member from the date of hire with the Alliance Police Department.

### **SECTION 2 - PERSONAL AND MEDICAL LEAVE**

- (a) Any bargaining unit member who believes he or she has a justifiable reason may apply for a personal leave of absence, with the approval of the Chief or Director of Public Safety and Service, not to exceed one (1) year. Such leaves shall be granted for good cause if the bargaining unit member's absence will not adversely affect efficient operation of the Police Department. However, no benefits shall accrue to the bargaining unit member while on such a leave for personal reasons.
- (b) Bargaining unit members may be granted a leave due to medical disability to the bargaining unit member, bargaining unit member's spouse or child, in which case the bargaining unit member's hospitalization insurance will be maintained by the City. When on such leave due to medical disability the bargaining unit member will continue to accrue seniority up to one (1) year for purposes of vacation and longevity which shall be applicable when the bargaining unit member returns to the City. No other benefits shall accrue.

### **SECTION 3 - PROBATIONARY PERIOD**

There shall be a probationary period of ninety (90) days for newly hired full-time Police Clerical employees. This ninety (90) day probationary period may be extended by mutual agreement of the parties for an additional thirty (30) days. The Union agrees with the right of the City to discharge and/or discipline an employee during his or her probationary period and that probationary employees have no recourse to the grievance procedure pursuant to Article 7 in the event of discipline or discharge. The exclusion from Article 7, Grievance and Arbitration Procedure shall not apply if the proposed discipline and/or discharge is for Union activity.

## **ARTICLE 10 - FAMILY AND MEDIAL LEAVE ACT**

Any leave taken by an employee, whether paid or unpaid, for the following reasons shall be applied against the employee's entitlement to twelve (12) weeks of leave during the twelve (12) month period measuring backward from the first day of the leave.

- (a) The birth of a son or daughter or to care for a newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An employee must use vacation and may use accrued sick leave, if the leave qualifies for sick leave under the other provisions of the Collective Bargaining Agreement, before the leave of absence is without pay.

The requirements for coverage by the FMLA, the need for medical certification, advance notice for such leave where possible, the continuation of health insurance coverage, the definition of a serious medical condition and the right to reinstatement to a substantially equivalent position are set for in the statutes and the City's policy.

## **ARTICLE 11 - LUNCH/BARGAINING UNIT WORK**

### **SECTION 1 - LUNCH**

Employees shall be permitted a one-half (1/2) hour lunch break per shift. Due to the nature of the Employer's operations, employees may be interrupted or prevented from taking lunch breaks.

### **SECTION 2 - MEAL PERIODS**

Such meal periods shall be scheduled and approved by the employee's supervisor.

## **ARTICLE 12 - LEGAL FEES**

### **SECTION 1 - REIMBURSEMENT**

All bargaining unit members shall be reimbursed for reasonable legal fees arising from civil lawsuits filed against such bargaining unit members that arise out of their duties. This section applies only in the event such employee is not covered by the City provided liability insurance.

### **SECTION 2 - SETTLEMENT**

If City Council or the insurance company decides to settle and if the bargaining unit member refuses to abide by the settlement, the City has no obligation for subsequent legal fees.

**ARTICLE 13 - WAGES AND LONGEVITY**

**SECTION 1 - HOURLY WAGES**

Effective January 1, 2013, Bargaining Unit employees' wage rate shall be as follows:

**ALLIANCE POLICE CLERICAL HOURLY WAGE SCALE**

Position	Level	Annual Hours	Effective 01/01/2013	Effective 01/01/2014	Effective 01/01/2015
Chief's Secretary	I	1,820	\$16.33	Wage	Wage
	II	1,820	\$15.61	Re-Opener	Re-Opener
	III	1,820	\$14.93		
	IV	1,820	\$14.27		
Chief's Office Coordinator	I	1,820	\$16.33	Wage	Wage
	II	1,820	\$15.61	Re-Opener	Re-Opener
	III	1,820	\$14.93		
	IV	1,820	\$14.27		
Steno II	I	1,820	\$15.31	Wage	Wage
	II	1,820	\$14.67	Re-Opener	Re-Opener
	III	1,820	\$14.02		
	IV	1,820	\$13.42		
Typist Clerk II	I	1,820	\$13.42	Wage	Wage
	II	1,820	\$12.85	Re-Opener	Re-Opener
	III	1,820	\$12.30		
	IV	1,820	\$11.78		
Property Room Clerk	I	1,820	\$16.33	Wage	Wage
	II	1,820	\$15.61	Re-Opener	Re-Opener

**SECTION 2 - LONGEVITY**

The following longevity compensation shall be paid in the second pay in June and first pay in December of each contract year pursuant to the following schedule:

YEARS OF CONTINUOUS SERVICE COMPLETED	MONTHLY PAYMENT
	<b><u>2013</u></b>
4	\$ 30.00
10	\$ 70.00
15	\$ 90.00
20	\$110.00

The continuous service record of an eligible bargaining unit member shall be determined by computing the time spent in the employment of the City. Any bargaining unit member who has previous employment with a similar public agency shall be credited with his time spent in that employment. Similar public agency shall be defined as an agency in which the bargaining unit member's duties were similar to those of a police officer in the City of Alliance. The final interpretations of similarity shall be made, in his sole discretion, by the Chief of Police of the City of Alliance.

### **SECTION 3 - PARITY PAY**

Bargaining unit members covered by this Agreement who are ordered to work in a higher classification must work in the higher classification for four (4) hours to receive the rate of pay of the higher classification. Upon attaining the four (4) hour minimum, the bargaining unit member shall receive compensation at the higher rate for all such time worked in that day.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **SECTION 1 - HOURS OF WORK AND PRESCRIPTION/PRIOR APPROVAL**

The standard workweek for bargaining unit members shall be the current thirty-five (35) hour workweek.

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a command officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Director of Public Safety and Service in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Director of Public Safety and Service. Complete records of overtime of employees shall be maintained by the Department.

In the event of an opening due to a manpower shortage, both scheduled and non-scheduled openings shall be filled with regard to Departmental Seniority. This Section does not apply to emergencies or positions where a specific need or circumstance is known or specific case knowledge is required. The Employer will not apply this language in any arbitrary or capricious manner.

In the event that a bargaining unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the employee shall be paid overtime.

### **SECTION 2 - OVERTIME RATE OF PAY**

Each bargaining unit member who is required to work more than eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate determined by the following formula:

$$\text{Hourly Rate} \times 1.5 = \text{Overtime Rate per hour}$$

Overtime shall be computed on the basis of fifteen (15) minute increments with a minimum of fifteen (15) minutes in excess of the eight (8) hour day.

### **SECTION 3 - CALL IN OVERTIME**

Overtime will be paid whenever a bargaining unit member is called in for duty while off duty, on his day off, on his vacation, or on compensatory time off. When a bargaining unit member is called into work while off duty, he should be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in Court or training sessions.

### **SECTION 4 - COURT TIME**

Overtime will be paid for each appearance in court, grand jury, or pretrial conferences necessitated by the individual's performance of his duty. Two (2) hours of overtime will be the minimum allowance for each appearance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only to one "two-hour minimum allowance" if court appearances occur on the same day and in the same court, and if those multiple appearances take less than two (2) hours.

### **SECTION 5 - TRAVEL ALLOWANCE**

A bargaining unit member shall be allowed the current rate paid to all City employees for the use of his automobile to attend any Court appearance, except in Alliance Municipal Court, or other City business, in addition to the overtime pay, provided he is not reimbursed at any other source for his attendance.

### **SECTION 6 - TRAINING OVERTIME**

Two hours of overtime will be the minimum allowance paid for each mandatory training session attended by a bargaining unit member when they are not normally scheduled to work.

### **SECTION 7 - COMPENSATORY TIME**

Each bargaining unit member may, at his discretion, elect to take compensatory time off in lieu of compensation for any overtime worked, and compensatory time may be accumulated up to a total of 240 hours. Upon reaching the 240 hour limit, the bargaining unit member will either be paid for additional hours of overtime worked or may use some compensatory time in order to bring the compensatory time accumulated below the 240 hour limit provided in federal law.

Upon termination of employment, a bargaining unit member shall be paid for his compensatory time at the average regular rate received by such bargaining unit member during the last three years of the bargaining unit member's employment, or the final regular rate received by such bargaining unit member, whichever is higher. Such payments will be made in two equal installments thirty (30) days and one hundred eighty (180) days following the bargaining unit member's termination.

## **ARTICLE 15 - PAID LEGAL HOLIDAYS**

### **SECTION 1 - LEGAL HOLIDAYS**

Bargaining unit employees shall receive their regular compensation for the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Personal Holiday

#### **SECTION 2 - HOLIDAY WORKED/OFF PAY**

When a bargaining unit member is required to work on any "Paid Legal Holiday," he shall be paid an amount determined by the following formula:

$$\text{Hourly rate} \times 2.5 \text{ (for all hours worked)} = \text{Holiday Pay}$$

When a bargaining unit member has a scheduled day off or is off on sick leave, bereavement leave, injury on duty leave, vacation leave, or paid administrative leave, the member shall be paid, an amount determined by the following formula:

$$\text{Hourly Rate} \times 8 = \text{Holiday Pay}$$

#### **SECTION 3 - HOLIDAY LEAVE**

When a bargaining unit member is scheduled to work but is granted holiday leave for a "Paid Legal Holiday," he will receive no additional compensation beyond his regular compensation. Such holiday leave will only be granted with prior approval of the shift commander.

#### **SECTION 4 - HOLIDAY PAY REQUIREMENTS**

If a bargaining unit member is scheduled to work on any such holiday, but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the un-worked holiday, unless he failed to perform such work because of sickness, injury, or because of a death in his immediate family.

It is further provided that said bargaining unit member shall have worked his last scheduled work day before and his first scheduled work day after said holiday, unless he failed to work because of sickness, injury, or because of a death in his immediate family.

#### **ARTICLE 16 - EDUCATION ALLOWANCE**

**SECTION 1 - CONTINUING EDUCATION**

Where there has been prior written approval by the Chief of Police, the City shall reimburse bargaining unit members, within thirty calendar days of grade submission, for all tuition, fees, and course mandated materials, including books, for job related continuing education programs. The determination of relatedness will be made by the Chief of Police within his sole discretion.

Reimbursement shall be made according to the following schedule:

REIMBURSEMENT SCHEDULE	City pays this percentage of tuition, fees, and mandated expenses:
Bargaining unit member earns a Letter grade or equivalent of:	
A	100%
B	85%
C	75%
Below C	0%

Reimbursement shall not exceed 3% of the bargaining unit member's annual base salary during any single calendar year.

**ARTICLE 17 - HEALTH INSURANCE BENEFITS**

**SECTION 1 – HEALTH CARE PLAN**

- A) The City shall maintain a health insurance package as close to the current insurance package as practical for Bargaining Unit members and their families until December 31, 2012. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. The terms of the insuring plan are controlling.
- B) The City shall maintain, and pay the one-half (1/2) of the premium for the current Guardian Dental Insurance package for Bargaining Unit members and their families. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement. Current benefit levels are outlined in Exhibit A attached to this Agreement.

**SECTION 2 – OTHER INSURANCE:**

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at **\$25,000** at the Employer's cost.

**SECTION 3 – HEALTH CLUB BENEFIT:**

Bargaining Unit members may receive the cost of a Health Club Membership (not to exceed the cost of an Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the Bargaining Unit member does

not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

**SECTION 4 – MAJOR MEDICAL / HOSPITALIZATION / PRESCRIPTION:**

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following covered changes. Said changes shall become effective January 1, 2013. Subject to Section 1(A) above, the Employer shall continue coverages at these benefit levels until December 31, 2013. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$250 Family \$500	Individual \$500 Family \$1000
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$500 Family \$1000	Individual \$1000 Family \$2000
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$15 Co-Pay	70% After Deductible
Prescription Drugs All within Network up to 30 Day supply	Generic = \$8 Co-Pay Preferred Brand or Formulary = \$15 Co-Pay Non-Preferred Brand or Non- Formulary = \$25 Co-Pay	Not Available
Mail Order Prescription Drugs all within Network and up to a 90 day supply	Two Co-Pays for Up to a 90 Day Supply (i.e. 2 for 3) All within Network	

The deductibles above are non-integrated with Network and Non-Network Benefits.

**SECTION 5 – FULLY INSURED COVERAGE LEVELS CITY-WIDE**

If the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverages City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

## **SECTION 6 – TERM OF COVERAGE**

The parties agree that the coverages listed in Sections 1 through 6 preceding shall remain in effect until December 31, 2013.

## **SECTION 7 – EMPLOYEE CONTRIBUTION**

Effective January 1, 2013 Bargaining Unit employees shall contribute, via payroll deduction, twenty (\$20.00) dollars per pay period for family coverage, fifteen (\$15.00) dollars per pay period for employee/spouse or employee/child coverage and ten (\$10.00) per pay period for single coverage. The Employer would agree to establish a Section 125 plan in order to make said deductions pre-tax.

## **SECTION 8 – SPOUSAL COVERAGE**

- A) If an employee's spouse is eligible for insurance coverage under his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.
- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. For eligibility determination under this provision, an annual Spousal Medical Coverage form shall be completed by the employee. The Spousal Medical Coverage form is attached to this Agreement as Appendix C. The Employer reserves the right to verify this information at any time.
- C) Under this provision, the Employer reserves the right to pay spousal medical claims as a secondary payer, but not as the primary payer based on items A and B above
- D) Implementation is required at the spouse's next earliest open enrollment period or qualifying event.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

## **SECTION 9 – EQUITY PAYMENT**

In lieu of providing fully paid dental available to other Bargaining Units, each Bargaining Unit member shall receive, in the first pay period of May, an annual \$400.00 equity payment.

## **SECTION 10 – HEALTH AND SAFETY (SEE ADDENDUM A)**

The Employer would propose inserting the Health and Safety language currently in Article 17 into Article 5 Section 8 – Labor Management Committee.

## **ARTICLE 18 - PENSION PICK-UP**

### **SECTION 1 - CITY PAYMENT**

The City shall "pick up" assume, and pay the full amount of the statutorily required contribution of the employees who are members of the P.E.R.S. This "pick-up" is and shall be in lieu of contributions to the P.E.R.S., and the extent thereof, each bargaining unit member's salary shall be reduced. This "pick-up" by the City of P.E.R.S. contribution shall be mandatory and no employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the P.E.R.S.

### **SECTION 2 - NON-TAXABLE WAGES**

The parties hereto intend that this pension pick-up qualify under Section 414 (h)(2) of the Internal Revenue Code of 1954 so that the amounts contributed there under shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

## **ARTICLE 19 - VACATIONS**

### **SECTION 1 - AMOUNT**

Each bargaining unit member shall be allowed vacation leave with pay in accordance with his length of service on the anniversary date of his employment according to the following schedule:

- (a) Ten (10) work days per year after the completion of one (1) full year of employment.
- (b) Fifteen (15) work days per year after completion of five (5) full years of employment.
- (c) Twenty (20) work days per year after the completion of ten (10) years of employment.
- (d) Twenty-five (25) work days per year after the completion of fifteen (15) years of employment.
- (e) Thirty (30) work days per year after the completion of twenty (20) years of employment.

Vacation time may accumulate from one year to another up to a maximum of thirty (30) days. Vacation time accrued over the maximum amount shall be forfeited.

### **SECTION 2 - TERMINATION PRORATED**

A bargaining unit member who leaves the employ of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

### **SECTION 3 - USE FOR SICKNESS**

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose, may at the request of the employee and within the discretion of the Chief of Police, be charged against vacation leave allowance.

### **SECTION 4 - SENIORITY**

The Department shall keep records of vacation leave allowance and shall schedule vacation leave with particular regard to the seniority of employees but also to accord with operation requirements.

### **SECTION 5 - REGULAR RATE OF PAY**

During the vacation period herein provided for, the bargaining unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

### **SECTION 6 - SALE OF UNUSED VACATION**

After ten full years of service, a bargaining unit member may elect to be paid at regular rate for all but a *minimum of two (2) weeks (ten days)* of unused vacation each calendar year.

### **SECTION 7 - RESTRICTION OF AMOUNT**

No bargaining unit member will be granted, in a calendar year, more than the eligible amount of accrual of vacation set out in Section 1, except when the bargaining unit member retires or terminates his service with the City.

### **SECTION 8 - INDIVIDUAL VACATION DAYS**

A bargaining unit member, upon request to the immediate supervisor, may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shifts operations. Said requests will not be unreasonably denied.

## **ARTICLE 20 - SICK LEAVE**

### **SECTION 1 - DEFINITION AND RATE**

Each full time bargaining unit member shall be entitled, for each completed eighty (80) hours of service, to 4.6 hours of sick leave credit. Bargaining unit members may use sick leave upon approval of the responsible administrative officer for absence due to illness, injury, diagnosed stress, exposure to contagious disease which could be communicated to other employees, and to illness in the bargaining unit member's immediate family, i.e. spouse, children, parents, stepchildren living in the home, mother-in-law or father-in-law. In an emergency, the shift commander may give approval, subject to approval of the Chief of Police, for sick leave for other family members.

### **SECTION 2 - STATEMENTS/CERTIFICATES**

The appointing authority of the bargaining unit member shall require a bargaining unit member to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical

attention is required or if absence is due to illness for four (4) days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Notwithstanding any of the foregoing, if a bargaining unit member has three or more incidents of absence in any sixty (60) day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

### **SECTION 3 - ACCUMULATION/DEDUCTIONS**

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the bargaining unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any bargaining unit member who has been separated from the City service may be placed to his credit upon his re-employment in the City service.

### **SECTION 4 - HOLIDAY PAY DURING SICK LEAVE**

When one or more of the "Paid Legal Holidays" set forth in Article 16 occurs while a bargaining unit member is on approved sick leave, said bargaining unit members shall have such "Paid Legal Holiday" as provided for in Article 16.

### **SECTION 5 - PAYMENT AT RETIREMENT**

Bargaining unit members who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for that portion of unused sick leave up to the following level:

- (a) For bargaining unit members hired prior to June 1, 2000, all sick leave hours on credit up to a maximum of 960 hours. Additionally, twenty-five percent (25%) of all sick leave hours over 960 hours, up to a maximum of 600 hours (maximum of 150 additional hours paid).
- (b) Under no circumstances will more than 1110 hours be paid.
- (c) Bargaining Unit members hired after January 1, 2000 shall be entitled to a maximum of 960 hours or one-fourth of all sick leave on credit, whichever is less.

Said lump sum payment shall be calculated on the basis of the bargaining unit member's annual wage at retirement divided by 2,080 or 1820, as applicable, multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the effective date of retirement, provided that the bargaining unit member has given the City six (6) months advance notice of the date of retirement.

All unauthorized and unreported absences shall be considered absence without leave and deduction pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.

**SECTION 6 - PERFECT ATTENDANCE BONUS**

Bargaining unit members shall be granted eight (8) hours of accumulative time off or, in addition to his or her regular pay, eight (8) hours of compensation in pay, for every (6) months prior perfect attendance. Any applications made for leave requests due to injury on duty, death in immediate family, the Family and Medical Leave Act, or previously scheduled vacation or personal leave shall not be considered as a break in the six (6) month period. Any pattern of unexcused absences incurred within one month of earning perfect attendance bonus may result in disciplinary action.

**SECTION 7 - PERSONAL LEAVE**

Bargaining unit members may use two (2), eight (8) consecutive hour, increments of sick leave as personal leave within a calendar year. Except for emergencies or when the Chief of Police or Director of Public Safety and Service waives such requirement, forty-eight (48) hours notice shall be given for personal leave request. A personal leave request form must be submitted to Management within said time limit. Paid Legal Holidays shall be excluded from use as personal paid leave.

**SECTION 8 - DEATH/ELECTIVE SURGERY**

The death of a Bargaining Unit member shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.

Any sick leave taken for elective surgery or any sick leave improperly used in the three-month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable under paragraphs (a) and (b) above upon retirement.

**SECTION 9 - LUMP SUM RESTRICTED**

Any Bargaining Unit member who has retired and received the lump sum payment for unused sick leave provided in Section 5 shall not, upon re-employment by the City, again be eligible for the lump sum payment therein provided.

**SECTION 10 - ABSENCE WITHOUT LEAVE**

Any Bargaining Unit member who is absence from duty shall report the reason therefore to his supervisor prior to the date of absence when possible and in no case later than the second day of absence.

All unauthorized and unreported absences shall be considered absence without leave and deduction pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.

**ARTICE 21 - BEREAVEMENT LEAVE**

**SECTION 1 - DEFINITION**

Each bargaining unit member shall be entitled to a maximum of four (4) days Bereavement Leave for a death occurring to any of the following members of the bargaining unit member's

family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of spouse. Each bargaining unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or uncle.

### **SECTION 2 - REGULAR WORKING DAYS**

Four (4) days off for Bereavement Leave shall be paid if the bargaining unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the employee's accumulated sick leave.

### **SECTION 3 - ADDITIONAL LEAVE**

The four (4) days Bereavement Leave is to be expandable by arrangement with the Chief of Police when four (4) days is not sufficient for the bargaining unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the bargaining unit member agrees to provide the Chief of Police with the information sufficient for him to make a judgment concerning the need for such extended Bereavement Leave. If the death in the immediate family required the bargaining unit member to travel more than four hundred (400) miles, either the Chief of Police or the Director of Public Safety and Service may, at the request of the bargaining unit member, allow up to two (2) additional work days as Bereavement Leave.

## **ARTICLE 22 - RESIDENCY**

Those bargaining unit members must maintain their residence within an eight (8) mile radius of the City of Alliance.

## **ARTICLE 23 - INCOMPATIBLE EMPLOYMENT**

No bargaining unit member shall engage in an occupation or outside activity which is incompatible with his employment for the City. A bargaining unit member engaged in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and nature of such activity in writing, and the Chief of Police shall determine whether or not such activity is compatible with City employment.

## **ARTICLE 24 - HEADINGS**

It is agreed that the use of headings before Articles or Sections is for the convenience of the parties only and that no heading shall be used in the interpretation of any Article or Section.

## **ARTICLE 25 - PERSONNEL FILES**

### **SECTION 1 - GENERAL**

Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll

records, as well as those records maintained as personnel file records, excluded from access and the definition of public records are internal investigation files.

### **SECTION 2 - EMPLOYEE REVIEW**

Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any bargaining unit member involved in a grievance or disciplinary matter shall have access to any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

### **SECTION 3 - DISCIPLINARY ENTRIES**

All entries of a disciplinary or adverse nature shall be maintained solely in the appropriate personnel file. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

### **SECTION 4 - WIPE-OUT PERIOD(S)**

Records of written warning shall cease to have force and effect for determining the degree of discipline or for subsequent disciplinary actions twelve (12) months from the date of issuance barring reoccurrence of the same incident. Records of written reprimand shall cease to have force and effect for determining the degree of discipline or for subsequent disciplinary actions eighteen (18) months from the date of issuance barring reoccurrence of the same incident. Any other record of discipline of any kind shall cease to have force and effect for determining the degree of discipline or for subsequent disciplinary actions twenty-four (24) months from the date of issuance barring reoccurrence of the same incident.

### **SECTION 5 - CIVILIAN REVIEW(S)**

When a personnel file has been requested, by anyone, the City will inform the bargaining unit member as to who requested the file. The bargaining unit member will be informed in writing. The writing will be on a form created by the City. Each form will be filled out by the person who has requested the personnel file. The form will have the name and address and prior to the personnel file being seen by that person, that person must present proof of identity to the City, i.e., Ohio driver's license or State I.D.

## **ARTICLE 26 - SEPARABILITY**

This Agreement is subject to the law of the State of Ohio, with respect to the power, rights, duties and obligation of the City, the Union, and the employees in the bargaining unit; and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decrees no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

## **ARTICLE 27 - TERM OF AGREEMENT**

This Agreement shall be effective for the period from the date of execution through December 31, 2012 and shall continue from year to year thereafter unless written notice of a desire to

modify or terminate this Agreement is served by either party upon the other and upon the Statement Employment Relations Board not less than sixty (60) days prior to the expiration date.

ARTICLE 28 - EXECUTION

This Agreement shall be effective from January 1, 2013 through December 31, 2015 and shall continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other party and upon the State Employment Relations Board not less than sixty (60) days prior to the expiration date.

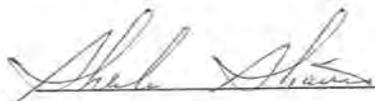
Agreed by the Parties this 8<sup>th</sup> day of NOVEMBER, 2012.

FOR THE CITY:

FOR THE UNION:



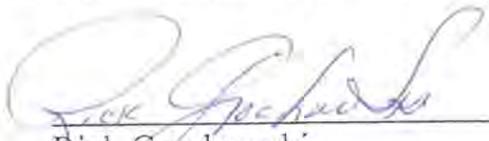
W. JOHN GROSS  
DIRECTOR OF PUBLIC  
SAFETY AND SERVICE



BARGAINING UNIT MEMBER



Scott Griffiths  
CHIEF OF POLICE



Rick Grochowski  
Staff Representative, F.O.P./O.L.C

**EXHIBIT A - CITY of ALLIANCE DENTAL PLAN COVERAGE(S)**  
**as of JANUARY 01, 2013**

ITEM	CURRENT COVERAGE(S)
YEARLY MAXIMUM	\$1,000 per PERSON
ANNUAL DEDUCTIBLE	\$50 SINGLE \$150 FAMILY
PREVENTIVE SERVICES	100%
BASIC SERVICES	80% AFTER DEDUCTIBLE
MAJOR SERVICES	50% AFTER DEDUCTIBLE
ORHODONTIA SERVICES (STRAIGHTENING of TEETH)	COVERS DEPENDENT CHILDREN UNDER AGE 18 COINSURANCE 50% to a LIFETIME MAX. of \$1000
WAITING PERIOD	NONE

**PREVENTATIVE SERVICES 100%**

- 1.) EMERGENCY TREATMENT
- 2.) ORAL EXAMINATIONS
- 3.) BITE WING X-RAYS
- 4.) TEETH CLEANINGS(ONE TIME EVERY 6 MONTHS)
- 5.) FLOURIDE TREATMENTS CHILDREN UNDER AGE 14
- 6.) TOPICAL SEALANT and SPACE MAINTAINERS for CHILDREN UNDER AGE 16

**BASIC SERVICES 80%**

- 1.) FILLINGS - AMALGAM; SILICATE and ACRYLIC
- 2.) PERIODONTIC SERVICES
- 3.) ENDODONTICS (ROOT CANAL)
- 4.) ORAL SURGERY

**MAJOR SERVICES 50%**

- 1.) GOLD/PORCELAIN FILLINGS

- 2.) CROWNS**
- 3.) INSTALLATION of BRIDGEWORK and CROWNS**

**EXHIBIT B – ELIGIBILITY QUESTIONNAIRE: SPOUSAL MEDICAL COVERAGE**

**City of Alliance Health Care Plan**

If you want to cover your spouse under the City of Alliance Health Care Plan, you must complete and return this Questionnaire to the Office of the Alliance City Auditor. If you do not do so, your spouse will not be covered under the City of Alliance Health Care Plan. Note that if your spouse is employed, your spouse’s employer must complete Part 2 of this Questionnaire.

**Part 1 – EMPLOYEE COMPLETES THIS PAGE FIRST**

City of Alliance Employee: \_\_\_\_\_ SSN: \_\_\_\_\_

Department: \_\_\_\_\_

Spouse’s Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
(If no spouse exists, no other action is necessary on your part)

Effective January 1, 2006, the City of Alliance Health Care Plan’s spousal coverage eligibility provision will be redesigned to require spouses of the City’s employees to enroll for other group health care coverage that is available to them as an employee. The memorandum that is attached to this form explains how the new provision works. Please be sure you read it. If you have any questions, you can contact the City of Alliance Office of the City Auditor.

**ALL EMPLOYEES WHO WISH TO COVER THEIR SPOUSES MUST DO THE FOLLOWING:**

1. Answer all the following questions (Y=Yes or True; N=No or False)

Y	N	My spouse is employed and has access to health coverage but must pay 51% or more of the premium cost of individual coverage.
Y	N	My spouse is employed and does not currently have access to a group medical plan.
Y	N	My spouse does not work full-time. (Full-time is defined as having regularly scheduled work hours of 25 or more hours per week.) and does not have access to company-paid medical insurance.
Y	N	My spouse is <u>NOT</u> employed.

2. IF YOUR SPOUSE IS EMPLOYED, HAVE YOUR SPOUSE’S EMPLOYER COMPLETE PART 2 OF THE QUESTIONNAIRE.

3. Read the “EMPLOYEE ACKNOWLEDGEMENT OF RESPONSIBILITY” box below.

4. Sign your name at the bottom of this form.

5. Deliver this completed questionnaire directly to the Office of the City Auditor.

If you answered “Yes” to any of the above questions, your spouse will be covered under the City of Alliance Health Care Plan without being required to enroll in other health care coverage that may be available to your spouse. However, your spouse will not be required to enroll in other health care plan coverage for as long as the exception you circled above applies. If the exception for your spouse changes, you are required to complete a new Eligibility Questionnaire and to file it with the City of Alliance Office of the City Auditor within 30 days.

**EMPLOYEE ACKNOWLEDGEMENT OF RESPONSIBILITY**

<p>I have read the attached memo that explains the City of Alliance Health Care Plan’s eligibility provisions relating to the coverage of my spouse. I have read and completed this Questionnaire. I understand that if my spouse is employed and has other health care coverage that is available, my spouse is required to enroll for that other coverage. I also understand that if my spouse is required to enroll for that other coverage and does not do so, no benefits will be payable under the City of Alliance Health Care Plan with respect to any medical or prescription drug claims of my spouse; and that in any such case, neither the City of Alliance, nor any employee of the City of Alliance or insurer or other provider under the City of Alliance Health Care Plan, shall in any way be responsible for payment of any medical or prescription drug claims of my spouse.</p> <p>I also acknowledge and agree that if I or my spouse (or anyone acting on behalf of either) makes a false statement or withholds information in regard to the COB provisions of the Plan, and any claims are paid that would not have been paid: (i) The City of Alliance will have the right to recover the overpayment and seek recovery of any legal fees it incurs, (ii) my entire family’s coverage under the City of Alliance Health Care Plan will be immediately terminated, and (iii) the payments made on my family’s behalf will be recouped and (iv) I may be subject to disciplinary action.</p>
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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part 2 – SPOUSE’S EMPLOYER COMPLETES THIS PAGE**

Name of Spouse: \_\_\_\_\_ SSN: \_\_\_\_\_

Name of City of Alliance Employee: \_\_\_\_\_ SSN: \_\_\_\_\_

Spouse’s Employer:

The City of Alliance Health Care Plan requires the spouse of a City of Alliance employee to be enrolled for other group health care coverage that may be available to the spouse as an employee of their employer.

To determine whether the spouse of an employee is required to enroll for other available coverage, the City of Alliance Health Care Plans require that the employer of a spouse complete the part 2 of the Plan’s Eligibility questionnaire. If this Part 2 of the Questionnaire is not completed, the spouse cannot be covered under the City of Alliance Health Care or Prescription Plan.

Please complete the box below. Answer all questions in relation to the spouse who is named above. After completing this form, you may return it to the spouse named above, or mail it to City of Alliance, Office of the City Auditor, 504 East Main Street Alliance, Ohio 44601. Inquiries can be directed to City of Alliance Auditor’s Office at (330) 823-5900.

Y	N	Does the spouse have access to group medical and prescription drug coverage through his or her employment?
Y	N	Does the spouse have regularly scheduled work hours that are more than 25 hours per week?
Y	N	Is the spouse required to pay 50% or LESS of the total premium that is required for Individual/Single coverage?

Answering YES to all three of the above questions on this form requires that the spouse be enrolled for the coverage that is available under your employer sponsored health care plan, at least on an Individual/single basis, in order for the spouse to also be covered under the City of Alliance Health Care Plans. In that case, please provide the information at the bottom of this form, regarding spouse’s coverage.

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext.: \_\_\_\_\_ Date of Open Enrollment: \_\_\_\_\_

Company Medical Insurance Payer/Carrier: \_\_\_\_\_ Plan ID#: \_\_\_\_\_

Company Prescription Drug Insurance/Payer/Carrier: \_\_\_\_\_ Plan ID#: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Subscriber: \_\_\_\_\_ Subscriber SSN: \_\_\_\_\_

[ ] Single Coverage Effective Date: \_\_\_\_\_

[ ] Family Coverage Effective Date: \_\_\_\_\_

The above responses are correct to the best of my knowledge.

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

## **ADDENDUM A**

Through an error of omission during preparation of the original draft Article 17 Health Insurance Benefits at Section 10 Health and Safety was improperly omitted. The Parties mutually agree that the current Agreement contains the intent that there be under the Labor Management Committee a provision in regard to Health and Safety as follows:

### **HEALTH AND SAFETY**

The Labor Management Committee will represent the Fraternal Order of Police in connection with any compliance concerning the safety of the Bargaining Unit Members in unit. It is the intention of the parties that the Labor Management Committee will work with the command Dispatcher of the safety forces including the Police Chief to eliminate unsafe working conditions.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

and,

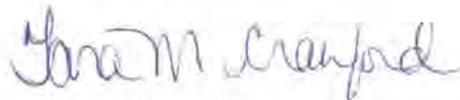
CITY OF ALLIANCE,  
EMPLOYER.

}  
} Case No(s): 12-MED-09-0920  
} (Secretaries, et al)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Alan Andreani  
[mayor@allianceoh.gov](mailto:mayor@allianceoh.gov)