

K#29449

12-MED-12-1389

AN AGREEMENT

1285-06

between

THE CITY OF WILLOUGHBY, OHIO

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

**Communications Clerks, Communications Operators
and Police Records/Communications Supervisor**

EFFECTIVE: APRIL 1, 2013

EXPIRATION: MARCH 31, 2016

(37)

TABLE OF CONTENTS

	<u>PAGE #</u>
ARTICLE 1. Preamble	1
ARTICLE 2. Purpose and Intent.....	1
ARTICLE 3. Recognition.....	1
ARTICLE 4. Dues Deductions	2
ARTICLE 5. Management Rights.....	3
ARTICLE 6. Employee Rights.....	4
ARTICLE 7. Non-Discrimination	4
ARTICLE 8. Probationary Period	4
ARTICLE 9. Seniority.....	5
ARTICLE 10. Lay-off - Recall and Promotions	6
ARTICLE 11. New Jobs.....	6
ARTICLE 12. O.P.B.A. Membership (Union Activity)	7
ARTICLE 13. Union Representation.....	7
ARTICLE 14. Bulletin Boards.....	8
ARTICLE 15. No-Strike/No-Lockout	8
ARTICLE 16. Labor-Management Committee	9
ARTICLE 17. Rules and Regulations.....	9
ARTICLE 18. Infection Control.....	9
ARTICLE 19. Personnel Files	10
ARTICLE 20. Residency	10
ARTICLE 21. Workweek.....	10
ARTICLE 22. Wages	11
ARTICLE 23. Working Out Of Classification.....	13
ARTICLE 24. Holidays.....	13
ARTICLE 25. Vacations.....	14
ARTICLE 26. Overtime	16
ARTICLE 27. Overtime Scheduling	17

ARTICLE 28.	Insurance	18
ARTICLE 29.	Sick Leave	20
ARTICLE 30.	Leave of Absence	22
ARTICLE 31.	Injury Leave	25
ARTICLE 32.	Funeral Leave.....	26
ARTICLE 33.	Jury Duty/Court Attendance.....	26
ARTICLE 34.	Uniforms	26
ARTICLE 35.	Tuition Reimbursement/Training.....	27
ARTICLE 36.	Disciplinary Procedure	27
ARTICLE 37.	Grievance Procedure	28
ARTICLE 38.	Arbitration Procedure.....	31
ARTICLE 39.	Gender and Plural.....	32
ARTICLE 40.	Headings.....	33
ARTICLE 41.	Conformity to Law	33
ARTICLE 42.	Total Agreement	33
ARTICLE 43.	Duration	33
ARTICLE 44.	Execution	34

ARTICLE 1. PREAMBLE

1.1 This Agreement is hereby entered into by and between the City of Willoughby, Ohio (hereinafter, "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter, "Union" or "O.P.B.A.").

ARTICLE 2. PURPOSE AND INTENT

2.1 In an effort to continue harmonious and cooperative relationships with the employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into this Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A.** To recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B.** To promote fair and reasonable working conditions;
- C.** To promote individual efficiency and service to the citizens of the City of Willoughby;
- D.** To avoid interruption or interference with the efficient operation of the Employer's business; and
- E.** To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the O.P.B.A. as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time persons employed in the City's Division of Police as Communications Clerks, Communications Operators, and Police Records/Communications Supervisor, excluding the Chief, the Assistant Chief, Police Officers, secretarial staff, all part-time, civilian, seasonal, and temporary employees. All other employees of the Employer are excluded from the Bargaining Unit.

3.2 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

3.3 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except Article 11, New Jobs, Section 3, even though such subject or matters may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

3.4 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 4. DUES DEDUCTIONS

4.1 The Employer shall deduct O.P.B.A. initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deductions. The dues deductions shall be made from each regular bi-weekly pay check. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction with the next regularly-scheduled deduction, providing the employee will be working during this subsequent pay period.

4.2 The Employer will supply to the O.P.B.A. a list of all employees for whom deductions have been made and it will be transmitted, along with the amount of the deducted dues, to the O.P.B.A. within fifteen (15) days from the date of deduction.

4.3 After sixty (60) days of execution of this Agreement, all employees covered by this Agreement who upon completion of sixty (60) working days of employment with the Employer who have not become Union members, shall pay a "fair share fee", not to exceed the Union's regular monthly dues as a condition of employment with the Employer. The fair share fee payment shall not require any employee to become a member of the Union.

4.4 The amount of the fair-share fee shall be certified to the Employer by the O.P.B.A. Such certified amount shall be deducted from the employee's earnings as in Paragraph 4.1 hereinabove, except that employee authorization shall not be required.

4.5 The O.P.B.A. shall prescribe an internal rebate procedure for nonmembers, in conformance with Federal laws, and shall advise each nonmember as to such procedure and provide to the Employer and each nonmember a copy of the procedure.

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

ARTICLE 5. MANAGEMENT RIGHTS

5.1 Not by way of the limitation of the following paragraph, but only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- A.** Hire, transfer, and assign employees;
- B.** Discharge, suspend, or otherwise discipline employees for just cause;
- C.** Determine the number of persons required to be employed or laid off;
- D.** Determine the qualifications of employees covered by this Agreement;
- E.** Determine the starting and quitting time and the number of hours to be worked by its employees;
- F.** Make any and all reasonable rules and regulations;
- G.** Determine the work assignments of its employees;
- H.** Determine the basis for selection, retention, and promotion of employees to or for positions within and not within the Bargaining Unit established by this Agreement;
- I.** Determine the type of equipment used and the sequence of work processes;
- J.** Determine the making of technological alterations by revising either process or equipment, or both;
- K.** Determine work standards and the quality of work to be produced;
- L.** Select and locate buildings and other facilities;
- M.** Establish, expand, transfer, and/or consolidate work processes and facilities;
- N.** Transfer or subcontract work;
- O.** Consolidate, merge, or otherwise transfer any and all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;
- P.** Terminate or eliminate all or any part of its work or facilities; and
- Q.** Establish, change, and/or eliminate any division within a department or add, subtract, or change any position within a division.

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

ARTICLE 6. EMPLOYEE RIGHTS

6.1 An employee has the right of representation when the employee is the subject of a disciplinary, internal or criminal interrogation.

6.2 Before an employee is charged with refusal to answer questions or participate in an investigation, he shall be advised that such refusal to answer questions or participate in such investigation shall be the basis of a charge.

6.3 If the Employer requires that an interrogation be recorded, the employee may simultaneously record his own tape of the interrogation or be provided a copy at the Employer's discretion.

6.4 If, in the course of internal investigation, an employee is given either a polygraph or CVSA examination, such examination shall not be used in any subsequent court action. Both tests will not be administered during the course of the same internal investigation. Polygraph or CVSA questioning shall be narrowly related to the specific investigation.

6.5 The results of a polygraph or CVSA shall not be used solely as the basis of disciplinary action.

6.6 Citizen complaints shall be investigated as established in the current regulations. Citizen complaints determined to be unfounded shall not be retained in the personnel file.

ARTICLE 7. NON-DISCRIMINATION

7.1 The Employer and the O.P.B.A. recognize their respective responsibilities under Federal and State constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, religion, sex, national origin, ancestry, handicap, age, or marital status.

ARTICLE 8. PROBATIONARY PERIOD

8.1 All newly-hired employees will be required to serve a probationary period of one (1) year. During said period, the Employer shall have the sole discretion to discipline or discharge such employees(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

8.2 Promotions shall be determined by the rules and regulations established by the Civil Service Commission.

All newly-promoted employees will be required to serve a promotional probationary period as established by Civil Service.

During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, should such position exist, and any such demotion shall be appealable to the Civil Service Commission as the sole and exclusive remedy. Employees who face a promotional probationary failure where their former position has been abolished shall be subject to the layoff procedure.

8.3 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Paragraph 8.1 above.

ARTICLE 9. SENIORITY

9.1 Seniority shall be defined as an employee's uninterrupted length of continued full-time employment from the last date of hire with the City of Willoughby as a full-time Communications Clerk, Communications Operator, and Police Records/Communications Supervisor. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

9.2 An employee's seniority shall be terminated when one or more of the following occur:

- A.** He resigns;
- B.** He is discharged for just cause;
- C.** He is laid-off for a period exceeding eighteen (18) months;
- D.** He retires;
- E.** He refuses a recall or fails to report to work within ten (10) working days from the date Employer sends the employee a recall notice by certified mail to the employee's last official address as shown on the Employer's records;
- F.** He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is unable to do so as certified by the appropriate authority; or
- G.** He becomes unable to perform his job's duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.

9.3 Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the written Civil Service examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

In the event of a tie score, the tie shall be broken by the date and time of application with the City.

9.4 During the months of January and July of each year, the Employer shall provide a copy of the current seniority list for all employees within the Bargaining Unit to the Union, if requested.

ARTICLE 10. LAY-OFF - RECALL AND PROMOTIONS

10.1 Where, because of economy, consolidation or abolishment of functions, curtailment of activities, or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth by the City of Willoughby Civil Service rules and regulations.

10.2 When a Bargaining Unit vacancy occurs that the Employer determines to fill, such vacancy shall be filled pursuant to the City of Willoughby Civil Service rules and regulations.

10.3 In the event a procedural violation of the Civil Service rules and regulations is alleged, the appeal shall be subject to the grievance and arbitration articles of this agreement as the sole and exclusive method of resolving grievances between the parties. Any other allegation shall be appealed to and through the City of Willoughby Civil Service pursuant to their rules and regulations as the sole and exclusive method of resolving the appeal of a lay-off or recall procedural error, or promotional error.

ARTICLE 11. NEW JOBS

11.1 If a new classification is established within the scope of work performed by members of this Unit, the Employer shall notify the Union.

11.2 If the parties agree the position is appropriately included in this Bargaining Unit, they may jointly take appropriate steps to include the position in this Unit. If the parties disagree on inclusion, either party may appeal to SERB.

11.3 The establishment of a rate for such new position shall be subject to negotiation between the Union and the Employer. Failure to agree will result in a filing of a notice to negotiate and the procedural following of SERB's negotiation process and not subject to the grievance or arbitration article of this agreement.

ARTICLE 12. O.P.B.A. MEMBERSHIP (UNION ACTIVITY)

12.1 The Employer and the O.P.B.A. recognize the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted O.P.B.A. activities. Therefore, the Employer and the O.P.B.A. agree that there shall be no discrimination, interference, restraint, coercion, or reprisals by the Employer or the Union against any employee or any applicant for employment because of Union membership or lack thereof.

12.2 The O.P.B.A. shall be allowed to conduct Union meetings on the Employer's premises, providing such meetings do not interfere with the operation of the Department and approval is granted by the Chief.

12.3 For each year of this Agreement, the Local Union will be entitled to a total of five (5) unpaid leave of absence days for attendance at conferences, annual convention, public sector annual meeting, or leadership training seminars, and for required Union business related to the City of Willoughby Bargaining Unit.

12.4 No more than one (1) employee in the same classification shall be permitted off at the same time. The Union will notify the Employer in writing at least two (2) weeks prior to the use of Union Leave. The Union agrees that by the use of this Union Leave Provision, no overtime situation will be created, and the days shall be scheduled as not to interfere with efficient operations of the Department.

ARTICLE 13. UNION REPRESENTATION

13.1 The Employer agrees to recognize up to two (2) employees to be designated as Union Directors for the purpose of processing and investigating grievances, and one Director as alternate which will be recognized to act on behalf of the Director in the Director's absence.

13.2 A Director or his alternate may be allowed such reasonable time to process grievances pursuant to the Grievance Procedure (Article 38), providing he requests and receives advance approval for said time from the Employer. Time shall be scheduled in a manner to meet the efficient needs of the operation. A local chapter officer shall take the place of a Director or alternate Director when they are absent from work.

13.3 A Director having an individual grievance in connection with his own work may ask for the local chapter officer to assist him in adjusting the grievance with his supervisor. The Union shall also be permitted to use the intra-city mail system for Union business.

13.4 Any employee who files a grievance shall be allowed Union representation at all steps of the grievance procedure.

13.5 The Union shall be allowed to conduct Union meetings on the Employer's premises, providing such meetings do not interfere with the operation of the Department and approval is granted by the Chief.

ARTICLE 14. BULLETIN BOARDS

14.1 The Employer shall provide the Union with a bulletin board which will be located in the Police Department. The Union shall be responsible for the care and maintenance of such bulletin board. The Union shall also be permitted to use the intra-city mail system for Union business.

14.2 No notices, memoranda, posters, or other forms of communication will be posted on the bulletin board that contain any defamatory material, material relating to Willoughby municipal issues, or any material critical of management or any employee.

14.3 The Union shall provide the Chief's office with one (1) copy of each posting prior to the posting. The Chief shall be empowered to remove any material from the aforesaid bulletin boards not in conformance with this Article. In the event there is a dispute after the Chief removes posted materials, the Union may submit a grievance directly to the Mayor.

ARTICLE 15. NO-STRIKE/NO- LOCKOUT

15.1 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

15.2 In addition, the Union shall cooperate at all times with the Employer in continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from, the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

15.3 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined by the Employer consistent with just cause.

15.4 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 16. LABOR-MANAGEMENT COMMITTEE

16.1 A Labor-Management Committee shall be established to discuss matters of mutual concern within the Bargaining Unit, including those issues considered safety related. The Committee shall consist of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer, or as jointly determined. The Committee shall meet not less than bi-annually or as jointly determined. Prior to conducting such meetings, an agenda of issues to be discussed shall be presented by the party initiating an issue.

16.2 The result of such meetings shall not alter the provisions of this agreement, nor shall such meetings be construed as continued negotiations on terms and conditions as set out in this agreement.

ARTICLE 17. RULES AND REGULATIONS

17.1 It is understood and agreed that the Employer has the authority to promulgate reasonable work rules, policies, procedures, and directives to regulate the conduct of the employees whenever possible, and such matters will be reduced to writing and made available to all employees. Such rules, policies, procedures, and directives shall not be inconsistent with this Agreement.

17.2 The Employer agrees that the provisions of this Agreement, along with all work rules and other regulations, will be administered on as fair and non-discriminatory basis as practical. Work rules will not be inconsistent with the express written provisions of this Agreement, and unreasonable work rules will be subject to the Grievance Procedure contained herein.

ARTICLE 18. INFECTION CONTROL

18.1 Employees shall during their shift report any perceived direct infectious exposure they receive while on duty.

18.2 In a case where a significant exposure occurs where body fluids are suspected of having entered the employee's body, the employee will be tested for the Hepatitis B antibody and the HIV antibody.

18.3 Testing will be performed by a physician or facility designated by the Employer at no cost to the employee.

18.4 Employees at risk of exposure to Hepatitis B shall be offered an opportunity to receive a Hepatitis B series vaccination.

ARTICLE 19. PERSONNEL FILES

19.1 An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. Employees shall be notified of written material provided to a third party which does not pertain to the normal course of business such as credit references, insurance, pension, Workers' Compensation, etc.

19.2 An employee shall be provided, if requested, a copy of any document concerning the performance of his/her duties or character placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement concerning any such document. This copy shall be given within twenty (20) days of the time it is placed in the personnel file.

ARTICLE 20. RESIDENCY

20.1 Members of the Bargaining Unit agree to follow applicable State Law with respect to residency requirements, allowing them to reside within Lake County or any of the counties that are adjoining to Lake County.

ARTICLE 21. WORKWEEK

21.1 The work period for all full-time employees shall be forty (40) hours per week.

21.2 This Article shall not be construed as a guarantee of hours of work per day or per week. Changes in hours of work due to emergency situations shall not require prior notification to the O.P.B.A.

21.3 The normal workweek will be comprised of a total of five (5) days of eight (8) consecutive hours per day inclusive of the allotted times for meals. The workweek period shall begin at the starting time of the first shift on Sunday, and end at the end of the last shift that began on Saturday.

21.4 A break in the first half of a shift and a break in the second half of a shift shall be scheduled in a manner to meet the efficient operation of the Employer.

21.5 Employees shall be permitted to trade shifts subject to the approval of the Employer.

ARTICLE 22. WAGES

22.1 The following rates of pay shall become effective March 24, 2013 for all employees employed upon the execution of this Contract:

SALARY SCHEDULE

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerks	\$16.82	\$18.70	\$20.61	\$22.49
Communications Operators	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	\$20.49	\$22.09	\$23.68	\$25.65
Records/Communications Supervisor			<u>C</u>	<u>D</u>
			\$26.05	\$28.22

22.2 The following rates of pay shall become effective March 23, 2014 for all employees employed upon execution of this contract:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerks	\$17.16	\$19.07	\$21.02	\$22.94
Communications Operators	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	\$20.90	\$22.53	\$24.15	\$26.16
Records/Communications Supervisor			<u>C</u>	<u>D</u>
			\$26.57	\$28.78

22.3 The following rates of pay shall become effective March 22, 2015 for all employees employed upon execution of this contract:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerks	\$17.50	\$19.45	\$21.44	\$23.40
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Communications Operators	\$21.32	\$22.98	\$24.63	\$26.68
			<u>C</u>	<u>D</u>
Records/Communications Supervisor			\$27.10	\$29.36

22.4 All new employees shall advance in steps annually on their anniversary date of hire.

22.5 Employees placed in a position having a lower top classification rate of pay shall be placed at the same step they are in.

22.6 Employees placed in a position having a higher top classification rate of pay shall be placed at the step that provides an increase. Advancements shall then be based on date of placement into that position.

22.7 Based on qualifications, the Employer may place a new employee at a step higher than entry.

22.8 All personnel are required to participate in the City's direct deposit program.

22.9 Effective April 1, 2013, a minimum of ten percent (10%) pay differential shall be maintained between the job classifications of Police Records/Communications Supervisor and Communications Operator.

22.10 The Police Records/Communications Supervisor shall participate in overtime rotation consistent with Article 27.3(5) in filling unscheduled vacancies of Communications Operators, and Article 27.5(3) in filling unscheduled vacancies of Clerks.

ARTICLE 23. WORKING OUT OF CLASSIFICATION

23.1 When the Employer assigns an employee to work in a higher classification on a temporary basis for a period in excess of five (5) consecutive days over forty (40) hours, the employee will be compensated at a rate in the classification wage scale they are temporarily assigned that provides an increase. In such cases where the employee's assignment exceeds five (5) days and forty (40) hours, compensation shall be paid from the first day of assignment.

23.2 When the Employer temporarily assigns an employee to work in a lower classification for other than disciplinary reasons, the employee shall receive their regular rate of pay based on their original classification.

23.3 When the Employer temporarily assigns an employee to work in a non-bargaining position in excess of five (5) consecutive days and forty (40) hours, the employee shall be compensated an additional fifty cents (50¢) per hour for such time worked beginning on the first day if in excess of five (5) consecutive work days over forty (40) hours.

Bargaining Unit employees temporarily assigned to work out of classification in a non-bargaining position shall not lose any benefit provided to employees of this Bargaining Unit.

23.4 The Employer will not displace a Bargaining Unit employee to provide light duty assignment to officers.

ARTICLE 24. HOLIDAYS

24.1 Beginning January 1st of each year, employees shall be credited with thirteen (13) holidays and one (1) personal day per calendar year. Such holidays and personal day shall be scheduled as vacation upon approval of the Employer. Holidays shall have been credited as they have occurred.

24.2 Holidays shall not be accumulative and must be taken annually. Upon employment, new employees shall be credited holidays on a pro-rata basis based on the number of holidays remaining in a year, plus one (1) personal day.

24.3 Employees who terminate their employment for any reason shall have been entitled to holidays on a pro-rata basis determined by the number of holidays that have occurred while employed. The Employer may hold back the use of holidays if it is reasonable that an employee may not be eligible for a full entitlement. Employees who have used more than their pro-rata share of holidays upon termination shall have deducted from their final check, an amount equal to such overpayment.

24.4 To receive holiday pay, an otherwise eligible employee must be at work or on an authorized absence, in the active pay status, on the work days immediately preceding and

immediately following the day on which the holiday is observed. Active pay status is defined as time an employee is authorized to be off in a paid status including vacation, holidays, funeral, compensatory time, sick leave, or an injury leave being paid by the City.

24.5 For employees other than shift employees, if any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

In the case of Christmas Eve falling on a Friday and Christmas Day falling on Saturday, Christmas Eve will be observed on Thursday with Christmas Day observed on Friday. When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, Christmas Eve will be observed on the previous Friday.

24.6 Beginning in calendar year 2002, an employee who works on Independence Day, Thanksgiving Day, or Christmas Day shall be entitled to be compensated at time and one-half up to eight (8) hours. The shift assigned to work on such designated holidays shall be determined by the majority of scheduled hours worked on the day of the holiday. There will be no additional pyramiding of time or rates for additional time worked on the designated holidays.

ARTICLE 25. VACATIONS

25.1 All full-time employees shall earn paid vacation pursuant to the following schedule which shall be taken in the calendar year following the year in which the vacation is earned. Employees who fail to satisfactorily complete their probationary period are not eligible for any vacation time.

For purposes of scheduling vacation within the year following the year in which vacation is earned, employees may be permitted to schedule in the last week of the year provided three (3) days fall within such year.

If the last week of the year ends with less than three (3) days, it will be considered the following year and employees will be permitted to schedule in such first week in anticipation of time to be credited on January 1 of that year.

25.2 All vacation time shall be credited on January 1 of each year and shall be for the time of employment in the active pay status ending on the immediately preceding January 1st.

25.3 Employees who have worked less than one (1) year for the City shall receive one (1) day for each full month worked, prior to January 1st of the vacation year, not to exceed ten (10) days.

25.4 Full-time employees previously employed on a regular full-time basis by the State of Ohio or a political subdivision thereof, may, at the time of hire, credit such previous service credit for the purpose of accruing vacation leave, up to a maximum of five (5) years.

Previous service credit shall only be credited for the purpose of future vacation accrual. Such prior service credit will be granted after one (1) full year of employment with the City of Willoughby as a full-time employee.

If part-time employment with the City of Willoughby leads directly to full-time status, one year of credit shall be given for 2080 regular hours worked after one year of full-time employment.

25.5 All full-time employees shall be entitled to a ten (10) day vacation period in and after completion of one full calendar year of service with the City; fifteen (15) days vacation in and after the vacation year in which such employee completes five (5) years of service with the City; twenty (20) days vacation in and after the vacation year in which such employee completes ten (10) years of service with the City; twenty-five (25) days vacation in and after the vacation year in which such employee completes fifteen (15) years of service with the City; and thirty (30) days vacation in and after the vacation year in which such employee completes twenty (20) years of service with the City. 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.

25.6 If, because of the needs of the City, an employee who has previously-scheduled time is unable to take such vacation time, the employee shall receive pay for such time at the end of the year in which it was to be taken. There will be no carry-over of vacation time from one year to another.

25.7 If an employee is involuntarily terminated or voluntarily terminates his employment after supplying the Employer with one (1) week's advance notice of termination, he shall receive payment for any earned but unused vacation time credited to him at the time of his termination. In the case of the death of an employee, his earned but unused vacation time will be paid to his estate. If an employee is laid off, he shall receive payment for his earned but unused vacation time at the same time final compensation for time worked is made.

25.8 All employees shall submit their desired vacation periods to their Supervisor prior to January 1st of each year, when a written vacation schedule will be posted. Employees submitting vacation requests after January 15th shall be granted vacation on a first-come, first-serve basis, subject to operational needs and previously-scheduled vacations.

25.9 Vacations shall be scheduled as follows:

- A.** Selection of vacations and holidays will be done on a seniority basis on each shift for Operators and collectively for Clerks.
- B.** Vacation must utilize five (5) days in a work week, up to two (2) weeks. (Weeks do not have to be scheduled consecutively.)
- C.** After each employee in their respective classification has had an opportunity to schedule vacation, the list will be rotated until each employee has had the

opportunity to schedule their vacation.

- D. By the end of the third (3rd) pass of vacation scheduling, all vacation and holidays will have been scheduled except that eight (8) days total (vacation and/or holidays) may be saved to be scheduled as floaters used in one (1) day increments or more throughout the year.

Such scheduling of floaters shall be subject to the approval of the Employer and done in a manner that meets the efficient operation of the City. No overtime will be created by the scheduling of floater days.

- E. The remaining floating days may only be scheduled when a full-time Operator is working.
- F. Any changes that are requested in vacation or paid holidays after the selection process is completed must be in writing and subject to the approval of the Employer.
- G. Any accrued unused vacation that remains unscheduled by September 1st of each year will be scheduled by the Employer to meet the efficient needs of the City.
- H. Any employee transferring to a new position within the Bargaining Unit, for any reason, shall not displace current employees' scheduled vacation.

ARTICLE 26. OVERTIME

26.1 The Employer shall determine the necessity to schedule overtime and the amount required thereof.

26.2 Employees assigned to work overtime will be entitled to receive pay at the rate of one and one half (1-1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) hours in a day or forty (40) hours in any week. There shall be no pyramiding of overtime.

26.3 For purposes of determining overtime pay; holidays, funeral days, vacation days, personal days, but not sick days, shall be counted as time actually worked.

26.4 Whenever any employee regularly working forty (40) hours each week who is eligible to be paid for overtime in some form is called back to work after completing a regular tour of duty, or on a scheduled day off, such employees shall be guaranteed four (4) hours pay at the applicable rate.

26.5 Employees shall be entitled to accrue compensatory time off in lieu of overtime payments up to a maximum cap of one hundred twenty (120) hours with an unlimited "cash out" option in April and October of each year beginning 2011.

The employee must submit a request to the Finance Director by the last business day in March and September, requesting a "cash out" of his unlimited compensatory time. Payment to the employee shall be made no later than April 15th and October 15th respectfully, or on the next business day following such dates if they fall on a weekend. Compensatory time off may be utilized when no overtime is needed according to the manning levels of the Division of Police, and does not create pyramiding of time off, and a request form is properly completed, submitted, and approved by the Chief or his designee.

ARTICLE 27. OVERTIME SCHEDULING

27.1 Normally, the Employer shall schedule part-time supplement employees to fill in hours necessary for an efficient operation as determined by the Employer.

27.2 Scheduled vacancies shall include vacation, holidays, personal days, compensatory time, sick days in excess of one (1) day, funeral days in excess of one (1) day, and any other day known in excess of one (1) day.

27.3 Unscheduled vacancies of Communications Operators shall be offered in the following order:

1. The person who is on the shift but scheduled off.
2. By seniority, Bargaining Unit Communications Operator's who are working the prior shift.
3. All other Bargaining Unit Communications Operators by seniority.
4. Part-time Communications Operators.
5. All other Bargaining Unit employees who are qualified to perform the duties as determined by the Employer.

27.4 In the event the unscheduled vacancy is still not filled utilizing the order set out above, the least senior Bargaining Unit Communications Operator from the prior shift shall be required to fill the vacancy. Required overtime or drafts shall be rotated among or between the prior shifts Bargaining Unit Communications Operators. If no Bargaining Unit Communications Operators are on the prior shift, the least senior Bargaining Unit Communications Clerk the Employer determines is qualified, will be required to fill the vacancy.

27.5 Unscheduled vacancies of Clerks shall be offered in the following order:

1. The most senior Bargaining Unit Clerk working the prior shift to the available overtime.

2. All other Bargaining Unit Clerks by seniority.
3. All other Bargaining Unit employees who are qualified to perform the duties as determined by the Employer.

27.6 In the event the unscheduled vacancy is still not filled utilizing the order set out above, the least senior Clerk from the prior shift or least senior the Employer has communicated with shall be required to fill the vacancy. Required overtime or drafts shall be rotated among or between the prior shifts Bargaining Unit Clerks.

27.7 Normally, except in cases of emergency, no Communications Operators shall be permitted or required to work more than sixteen (16) hours in a twenty-four (24) hour period.

27.8 Individual instances of either a Communications Operator or Clerk being skipped in the offering of overtime shall not be grievable. The employee shall instead be offered the next overtime opportunity. Repeated instances over a number of occasions shall remain grievable.

27.9 Scheduled vacancies of Clerks the Employer determines to fill with full-time Clerks shall be offered on a rotating basis. Based on seniority, employees shall be permitted to pick one (1) overtime per selection until all available openings have been filled. Selection shall begin with the most senior Clerk monthly schedule.

ARTICLE 28. INSURANCE

28.1 The City will make available to all full-time employees and elected officials a program for hospitalization and medical protection, dental/orthodontic insurance, paid prescriptions, vision, and hearing insurance coverages. Such program shall be solely determined by the City, except that the level of coverage shall be maintained as a substantially equal as in effect December 1, 2004 and amended in this agreement. The words substantially equal are used because there are, and always will be, nuances of differences in the level of insurance coverage provided by different insurers.

Premiums for the within coverages shall be paid by the City when the applications of such employees are accepted for coverage, subject to reimbursement set out in Sections 28.3 and 28.4.

28.2 Effective with the plan year beginning on December 1, 2010 or as soon as is practicable thereafter, Employees will be responsible to pay a Twenty Dollar (\$20.00) per visit co-pay to doctors within the network. Employees will be responsible to pay an urgent care co-pay of Fifty Dollars (\$50.00).

Employees shall be responsible to pay a Seventy-Five Dollar (\$75.00) fee for emergency room care.

Employees will be responsible for a network Deductible of Two Hundred Dollars (\$200.00) for a single plan and Four Hundred Dollars (\$400.00) for a family plan. Network Maximum medical out of pocket is at the following levels of benefit of One Thousand Dollars (\$1,000) for a single plan or Two Thousand Dollars (\$2,000) for a family plan. The out of pocket maximum includes the deductible. Network coinsurance will be at a ninety per cent (90%) rate.

Eighty percent (80%) of the reasonable and customary cost of services will be paid by the insurance carrier for services outside the network if such out of network service is permissible in the plan offered. The employee shall be responsible for the remaining charges.

A prescription plan shall be offered at a level of Ten Dollars (\$10.00) Tier 1, Twenty Dollars (\$20.00) Tier 2, and Thirty Dollars (\$30.00) Tier 3. Tiers will be determined by the City's health care or prescription service provider. A mail order plan may be made available with a two (2) co-pay ninety (90) day supply benefit.

28.3 Effective April 1, 2007, employees will be required to reimburse the City through payroll deduction the amount applicable to the program in which they participate amounting to ten percent (10%) of the total premium for single and family coverages.

28.4 The reimbursement above-referenced in Section 28.3 will also apply to those employees who elect to participate in the federally-qualified Health Maintenance organization (HMO), if offered by the City.

28.5 Payments shall be made through payroll deductions prior to the date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

28.6 In the event an employee is eligible to be covered under the same policy of another employee of the City, each employee will be offered either a single plan or offered one family plan for both employees. Cost shall be governed based on selection of a single plan for each employee and to the employee named as the policy holder for a family plan.

28.7 A city-wide health cost containment committee shall be established. The committee shall consist of one (1) representative member and an alternate of each full time Bargaining Unit which shall be appointed by the Bargaining Unit; one (1) representative member and an alternate of Non-Bargaining Unit employees which shall be appointed by the Mayor, and three (3) representatives and alternates of the City Administration. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for two (2) years and by accepting the appointment, each member or alternate agrees to serve for the two (2) year period.

The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and make decisions on elements of the insurance

program. The Committee shall consider and make recommendations for modifications and/or changes to the City health insurance program or for inclusions in new contracts.

The Committee shall hold an organizational meeting within thirty (30) days of the appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted bimonthly or upon call of the Chairman or any member.

Each member of the Committee shall have one (1) vote and any action taken by the Committee shall be approved by a majority of the total members of the Committee.

Upon approval of any recommendation for changes or modifications to the health care plan, the Secretary shall transmit to the Clerk of Council a request that Council consider and take action on the recommendation.

In the performance of its duties, the Committee may, at its option, consult with knowledgeable health care professionals or other persons the Committee deems necessary.

28.8 The Employer will provide life insurance coverage in the amount equal to one (1) year base pay of the employee.

ARTICLE 29. SICK LEAVE

29.1 Sick leave will be defined as an absence with pay necessitated by the illness or injury of the employee, exposure by the employee to a contagious disease communicable to other employees, or serious illness, injury, (birth of a child where medically necessary), or death in the employee's immediate family.

29.2 All employees shall earn sick leave at the rate of four and six-tenth (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave in an unlimited amount.

29.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reasons therefore at least one-half ($\frac{1}{2}$) hour before the start of his tour of duty each day he is absent, unless the employee is on a physician-approved sick leave.

29.4 Sick leave may be used in segments of not less than two (2) hours. Sick leave may also be used in segments of not less than one (1) hour at the start or end of any employee shift if coverage or a replacement is available. Use of sick leave shall be deducted from an employee's sick leave accumulation on the basis that every hour paid shall be an hour deducted.

29.5 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any

event, an employee absence for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Chief.

29.6 If the employee fails to submit adequate proof of illness, injury, or death upon request or, in the event that upon such proof as is submitted or upon the report of medical examination, the Chief finds there is not evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Chief's sole discretion, be considered as unauthorized leave and shall be without pay. The attending physician's statement shall be deemed adequate proof unless the Employer has reason to suspect such report is erroneously supplied.

29.7 Any abuse of sick leave or patterned abuse of sick leave shall be sufficient cause for discipline.

29.8 In addition to personal illness or injury to the employee, absence(s) due to illness in the employee's immediate family, when approved by the Chief, may be charged against sick leave.

29.9 When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-child, parents, brother, sister, mother-in-law, father-in-law, and other relatives as approved by the Employer.

29.10 Upon the normal retirement, disability retirement, or death of an employee, such employee (or the employee's estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement by the multiplication of the following percentages times the number of accumulated sick hours the employee has at the time of his retirement. The maximum number of sick hours for retirement purposes shall be as shown on the Schedule set forth in Section 29.11 hereinbelow.

29.11 Retirement means disability or service retirement under the P.E.R.S. Pension Fund, whereby the first pension installment is to be received within one hundred twenty (120) days after retirement from the City. Such payment for accumulated sick leave shall be considered to eliminate all sick leave credit accrued by the employee at that time. The percentages to be applied to such hours are as follows, based upon the length of full-time service of the employee with the City of Willoughby:

<u>Length of Full-Time Service</u>	<u>Percentage of 960 Hours</u>
Less than 5 years	25%
5 to 8 years	50%
8 to 10 years	75%
10 to 15 years	100%
15 to 20 years	100% (+20%)*
20 to 25 years	100% (+30%)*
25 years or more	100% (+40%)*

*additional percentage for the balance remaining in excess of 960 hours

29.12 In the event of death of an employee prior to retirement, such employee shall be entitled to receive payment for all accumulated but unused sick leave up to a maximum of 960 hours without regard to full-time service. Employees with fifteen (15) or more years are entitled to receive payment as per the above schedule. Such payment shall be made to the surviving spouse or to the employee's estate.

29.13 Payment for sick leave pursuant to this Section shall be considered to eliminate all sick.

29.14 Accrued unused sick leave may be transferred to the City from another political subdivision of the State of Ohio, where the employee has not exercised any type of cash out. Such time transferred may only be used for allowable sick leave absences. Transferred sick leave shall be utilized after all time earned with the City of Willoughby is exhausted. Transferred sick leave shall not be added to time earned with the City of Willoughby for purposes of cash out.

29.15 Upon the request of a retiring employee who is eligible for payment for accrued sick leave, the employee may at his or her option elect to take payment for sick leave over three (3) tax years. Such request must be in writing prior to the separation payment. **The schedule of payment dates shall be pre-established prior to retirement taking place and subject to approval by the City Finance Department.** The payment is for the convenience of the employee and payment will be made at the rate of pay the employee was receiving at the time of their separation of service. The City shall not be responsible to pay any interest or additional funds at the time of **these payments.**

ARTICLE 30. LEAVE OF ABSENCE

30.1 Family/Medical Leave - The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave.

30.2 The Employer may grant, in addition to Family/Medical leave covered in Section 1 of this Article, a leave of absence without pay to an employee. An employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. All accrued unused paid time must be exhausted prior to any leave without pay. If medical, all sick leave accumulation must also be exhausted prior to any leave of absence without pay. However, an employee may at the discretion of the Chief be granted a leave of absence without pay for any reason not to exceed one (1) week.

30.3 Length of Leave - A leave of absence may be granted for a maximum duration of six (6) months, (includes paid and unpaid time combined), or for such time an employee has

accumulated unused sick leave still to their credit.

30.4 Abuse of Sick Leave - If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the Employer or his designee, may be removed from the employment. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

30.5 Return to Service - Upon completion of leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

30.6 Service Credit - Authorized leaves of absence without pay will count as service credit for seniority for layoff purposes, provided the employee is properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

The employee is responsible for the cost of insurance benefits while on an approved unpaid leave of absence, except for such leaves granted in accordance with the Family and Medical Leave Act which require premium co-pay, if applicable.

An employee while on an unpaid leave is on an inactive pay status and will not accrue sick leave benefit accruals during the period of such leave.

30.7 Probationary Period of an Employee on a Leave Without Pay - The period during which an employee is on a leave without pay shall not be counted towards an employee's original or promotional probationary period.

30.8 Pregnancy, Childbirth, and Related Medical Conditions - A pregnant employee may be granted a leave of absence without pay, subject to the provisions of this rule.

- A.** Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If an employee is unable to return to active work status within six (6) months, or at such time an employee has exhausted all accrued unused sick leave still to their credit, the employee may be

terminated.

- B. Physician's Certificate.** A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.
- C. Sick Leave Usage.** A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions.
- D.** An employee who has exhausted her sick and/or vacation leave credit shall be considered to be on a leave of absence without pay for the remainder of the period that she is unable to return to work or removed pursuant to A above. All employee benefits will continue, uninterrupted, during this time in the same manner as afforded and prescribed for other employees as set out in this Agreement. The employee will be responsible for insurance premium co-pay while on a leave in order to maintain health insurance.

30.9 Military Leave - An employee shall be granted a leave of absence for military duty in accordance with Federal and State law.

30.10 Medical Leave - A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer pursuant to Section 30.3 of this Agreement, upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months or for such time as employee has accrued unused sick leave still to their credit. The granting of a leave of absence without pay will be subject to the following rules regarding leaves of absence without pay.

- A.** A medical examination or satisfactory written documentation substantiating the cause, nature, and extend of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence.
- B.** Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such rules.
- C.** Reinstatement. The employee requesting reinstatement from a medical leave upon the submission of appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists, and must show that the employee has recovered sufficiently from the

disabling illness, injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

- D. Failure to be Reinstated.** An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

ARTICLE 31. INJURY LEAVE

31.1 In cases uncontested by the Employer, when an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for more than seven (7) calendar days, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. The employee may be required to file for Workers' Compensation and sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

31.2 If at the end of this 90 day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional 90 calendar day periods or parts thereof.

31.3 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article.

31.4 The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related or whether the Employer should extend the leave.

31.5 If, during the three (3) calendar years following the original date of injury, the disability reoccurs, and is so certified by a licensed physician which is not contested by the Employer, the injured employee shall be compensated, pursuant to Sections 31.1 and 31.2 hereinabove, for such period or periods of time that remain unused from previous disability pay periods associated with the same injury, for absences greater than seven (7) days.

31.6 An employee may be required to return to work to perform such duties within limitations as prescribed by a physician.

ARTICLE 32. FUNERAL LEAVE

32.1 An employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. For purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, sisters, brothers, parents-in-law, aunts, uncles, grandparents, and grandchildren, along with any other relatives residing with the employee at time of death.

32.2 If an employee requires more time than contained in the above section, he may utilize vacation time, sick leave, or leave without pay, subject to the approval of the Employer.

ARTICLE 33. JURY DUTY/COURT ATTENDANCE

33.1 When a Bargaining Unit employee is subpoenaed or ordered to appear in Court, on a City matter, on a day which is that employee's day off, outside the four (4) contiguous hours for the second shift, or when he is working the third shift, he shall be paid a minimum of four (4) hours' pay, and such time shall be included in determining hours worked for purposes of overtime. Employees shall be entitled to two (2) hours pay when they arrive in Court to find the session has been canceled.

33.2 An employee who is called for jury duty or subpoenaed as a witness for an action to which he is not a party, will be granted time off with pay for the purposes listed above, provided the employee either leaves and/or returns to work immediately before or after such duty. Any compensation or reimbursement (other than meals and/or mileage and parking) for jury duty or court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer.

ARTICLE 34. UNIFORMS

34.1 Uniforms will continue to be provided by the Employer under the Quarter-Master System during the life of this Agreement. Effective January, 2013, each Communications Operator and the Police Records/Communications Supervisor shall be entitled up to Five Hundred Forty Dollars (\$540) worth of purchases per calendar year as authorized by the Employer. Effective January, 2013, each Communications Operator and the Police Records/Communications Supervisor shall receive annually in January, a payment of Sixty Dollars (\$60) for the purchase of shoes. Effective January, 2011, each Clerk shall be entitled to up to Five Hundred Forty Dollars (\$540) worth of purchases per calendar year as authorized by the Employer. Effective January, 2011, each Clerk shall receive annually in January, a payment of Sixty Dollars (\$60) for the purchase of shoes.

ARTICLE 35. TUITION REIMBURSEMENT / TRAINING

35.1 At the discretion of the Employer, the City will pay for costs incurred for registration, fees, books, and tuition for courses upon successful completion of any job related classes with prior approval of the Chief. There shall be no tuition reimbursement for non-job related training courses. Employees may be granted leave from shift to attend the classes with prior approval of the Chief. All books remain the property of the Employer.

35.2 The Employer shall provide such reasonable training as they determine necessary as established by Ohio minimum jail standards for employees who will be required to perform matron/jailer duties.

35.3 In instances that are either pre-approved or when required by the Employer, travel and mileage expenses shall be reimbursed as established by City policy as occasionally modified.

ARTICLE 36. DISCIPLINARY PROCEDURE

36.1 This procedure shall apply to all new employees covered by this Agreement with the exception of probationary employees.

36.2 Discipline shall be imposed only for just cause.

36.3 Based on the merits and severity of an offense, discipline of an employee shall normally follow the principle of progressive discipline, taking into account prior events that have led to disciplinary action. Disciplinary steps may be skipped for serious infractions.

Disciplinary action may include any of the following actions based on the nature of the offense:

- A.** Cautionary warning
- B.** Written reprimand
- C.** Suspension (duration based on severity of case)
- D.** Reduction in rank or position
- E.** Discharge

Other actions such as reassignment or other conditional requirements may be imposed based on the nature of the events.

36.4 Disciplinary action of suspension or greater may be appealed through the grievance procedure including arbitration.

36.5 In cases where an employee is not terminated, an employee who has tested positive to a drug or alcohol test will be responsible for the cost of any return to service or follow up testing required by The Employer.

36.6 Employer written reprimands may be grieved to a level one (1) step higher than the issuing officer, which will be the final resolve of the grievance.

36.7 Any employee may place a letter of rebuttal in his/her personnel file for any cautionary warning, written reprimand, or suspension.

36.8 In such cases where the Employer proposes disciplinary action of (suspension) or greater, an employee shall be offered a pre-disciplinary hearing before a detached hearing officer assigned by the safety director.

In such cases, the employee shall receive advance notice of the charges, proposed action, date, place, and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his/her own behalf in the form of documentation and/or witnesses and the right to have Union representation or representation of their choice. Failure to appear at the pre-disciplinary hearing will result in a waiver of the employee's right to a hearing.

36.9 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

- A.** Any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B.** Any suspension of three (3) days or less shall cease to have effect after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.
- C.** Any suspension greater than three (3) days shall cease to have effect after five (5) years from the effective date of the suspension, providing there is no intervening disciplinary action during the five (5) year period.

36.10 The discipline imposed shall remain in effect until reversed/modified during the grievance procedures as outlined in this Agreement.

ARTICLE 37. GRIEVANCE PROCEDURE

37.1 Any member of the Bargaining Unit shall have the right to present his grievance in accordance with the procedure herein provided, free from any interference, coercion, restraint, discrimination, or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It

is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lower step of this procedure.

37.2 For the purpose of this procedure, the below-listed terms are defined as follows:

- A. Grievance** - shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of expressly-written provisions of this Agreement.
- B. Aggrieved Party** - shall be defined as only any employee or group of employees within the Bargaining Unit actually filing a grievance. The Union through its local representative may file a grievance in cases where an action affects the Union as a whole.
- C. Party in Interest** - shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. Days** - As used in this procedure, a "day" shall mean calendar days, excluding Saturdays, Sundays, or Holidays celebrated by the Employer.

37.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A.** Except at Step 1, all grievances shall include:
 - (1) The name and position of the aggrieved party;
 - (2) Identity of the provisions of this Agreement involved in the grievance;
 - (3) The time and place where the alleged events or conditions constituting the grievance took place;
 - (4) The identity of the party responsible for causing said grievance, if known to the aggrieved party; and
 - (5) A general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B.** Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C.** The filing of grievances may be conducted during working hours of the employee having a grievance, provided such filing does not interfere with the employee's work.
- D.** Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally

adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- E. The aggrieved party may have Union representation at any step of the Grievance Procedure.
- F. The existence of this Grievance Procedure, hereby established, shall not impair or limit the right of any employee to pursue any other remedies available under the law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies by this procedure.
- G. The time limits provided herein will be strictly adhered and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement between the Union and the Employer.
- H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

37.4 All grievances shall be administered in accordance with the following steps of this Grievance Procedure.

- A. **STEP 1:** An employee who believes he may have a grievance shall notify the Communications Supervisor or Shift Commander, where applicable, of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Communications Supervisor or Shift Commander, where applicable, will schedule an informal meeting with the employees within five (5) days.
- B. **STEP 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented to the Assistant Chief within five (5) days of the informal meeting. The Assistant Chief shall schedule a meeting within five (5) days of receipt of the grievance with the Steward and/or the Union President. The Assistant Chief shall issue a written decision to the Union and employee within five (5) days from the date of the meeting.
- C. **STEP 3:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief within five (5) days from the date of rendering of the decision at

Step 2. A copy of the written decision shall be submitted with the appeal. The Chief shall schedule a meeting within five (5) days of receipt of the appeal with the Steward and/or Union President. The Chief shall issue a written decision to the Union and employee within ten (10) days from the date of the meeting.

- D. **STEP 4:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of rendering of the decision at Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall schedule a meeting within ten (10) days of receipt of the appeal. A hearing will be held with the Local Union President, a representative from O.P.B.A., or their designee, and such parties reasonably necessary to provide the non-repetitive required information. The Mayor or his designee shall issue a written decision to the Local Union, O.P.B.A., and employee within ten (10) days from the date of the meeting.

ARTICLE 38. ARBITRATION PROCEDURE

38.1 In the event a grievance is not satisfactorily settled in Step 4 of the Grievance Procedure, the Union may make a written request that the grievance be submitted to Arbitration. A request for Arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 4 of the Grievance Procedure. In the event the grievance is not referred to Arbitration within the time limits prescribed, the grievance shall be resolved based upon the reply at Step 4.

38.2 The Employer and the Union representatives shall agree to request a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of submission of the request for Arbitration. The parties shall meet or arrange to select an Arbitrator within ten (10) days of receipt of the list.

38.3 For the first Arbitration between the Employer and the Union during the term of this Agreement, the Employer shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Each party reserves the right to strike one (1) list in its entirety. For subsequent Arbitrations, the first strike shall alternate between the parties.

38.4 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement or the Charter of the City.

38.5 The Arbitrator shall not decide more than one (1) grievance on the same day or series of hearing days except by mutual agreement between the parties.

38.6 The hearing or hearings will be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

38.7 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any expenses incurred by the other party.

38.8 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision and award of the Arbitrator shall be final and binding on all the parties.

38.9 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

38.10 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to any inquiry by the Safety Director, or to appeal any form of disciplinary action (e.g., suspension, demotion, discharge) to any civil service commission.

Layoffs and recall, promotions and probationary failures are governed by and pursuant to the City of Willoughby Civil Service rules and regulations. Appeals of any procedural error by the Commission shall be subject to the arbitration process contained herein. Any appeal of the event for other than procedural errors shall be subject to appeal with the City of Willoughby Civil Service Commission.

In either event, the decision of the arbitrator or City of Willoughby Civil Service Commission shall be final and binding on the parties.

38.11 For the purpose of this Arbitration Procedure, a "day" shall mean calendar days, excluding Saturday, Sundays, or Holidays celebrated by the Employer.

ARTICLE 39. GENDER AND PLURAL

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

ARTICLE 40. HEADINGS

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

ARTICLE 41. CONFORMITY TO LAW

41.1 This Agreement shall be subject to the any applicable present and future Federal and State laws and the invalidity of any provision(s) of this Agreement by reason of any such applicable existing or future law shall not effect the validity of the surviving provisions.

41.2 If the determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

41.3 In the event of an unlawful determination, the Employer and O.P.B.A. shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provisions.

ARTICLE 42. TOTAL AGREEMENT

42.1 This agreement represents the entire agreement between the Employer and the O.P.B.A. and, unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the O.P.B.A.

ARTICLE 43. DURATION

43.1 This agreement shall become effective April 1, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 31, 2016.

43.2 Written notice shall be given not more than one hundred twenty (120) days but not less than sixty (60) days prior to March 31, 2016, by either party requesting a change or termination of this Agreement. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given at sixty (60) days but not more than one hundred twenty (120) days prior to March 31st of any subsequent year.

43.3 The parties agree that the March 31, 2016 expiration date shall not prohibit the O.P.B.A. and the Bargaining Unit from receiving any retroactive wage or economic increase to April 1, 2016 from a conciliator pursuant to Section 4117.14(G)(11), Ohio Revised Code.

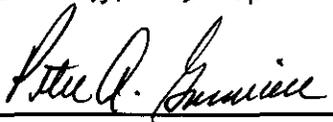
ARTICLE 44. EXECUTION

44.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 27th day of March, 2013.

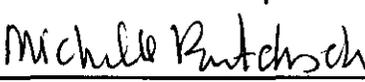
**FOR THE UNION:
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION (OPBA)**



Jeff Perry, Staff Representative



Peter Gammiere,
Communications Operator



Michelle Butchock,
Communications Operator



Cheryl Stephens,
Communications Clerk

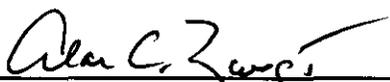
**FOR THE EMPLOYER:
CITY OF WILLOUGHBY, OHIO**



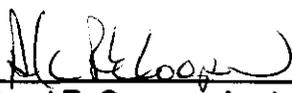
David E. Anderson, Mayor



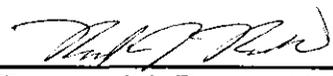
Jack M. Beckwith, Police Chief



Alan C. Zwegat, Fire Chief



Rickard E. Cooper, Assistant Police Chief



Raymond J. Rogowski, Finance Director

APPROVED AS TO FORM:



John W. Wiles, Director of Law