



11-04-14  
13-MED-02-0096  
1412-03  
K31515

**AGREEMENT BETWEEN**

**THE CITY OF ELYRIA, OHIO**

**AND**

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

**DISPATCHERS UNIT**

**July 1, 2013 — June 30, 2015**

**SERB Case #2010-MED-02-0143**

TABLE OF CONTENTS

Article		Page
Preamble/Purpose.....		
Article 1	Union Recognition .....	
Article 2	Management Rights .....	
Article 3	No Strike/No Lockout.....	
Article 4	Layoffs and Restoration .....	
Article 5	Payroll Dues Deductions.....	
Article 6	Pledge Against Discrimination and Coercion .....	
Article 7	Labor/Management Team Meetings .....	
Article 8	Health and Safety .....	
Article 9	Rules and Regulations.....	
Article 10	Work Schedules and Hours.....	
Article 11	Shift Exchange .....	
Article 12	Overtime.....	
Article 13	Seniority .....	
Article 14	Wages .....	
Article 15	Life Insurance.....	
Article 16	Vacations.....	
Article 17	Holidays .....	
Article 18	Hospitalization.....	
Article 19	Sick Leave .....	
Article 20	Injury on Duty .....	
Article 21	Bereavement Leave .....	
Article 22	Education.....	
Article 23	Union Leave.....	
Article 24	Military Leave.....	
Article 25	Grievance Procedure.....	
Article 26	Discipline .....	
Article 27	Bill of Rights .....	
Article 28	Rest Periods and Lunch .....	
Article 29	Shift Differential .....	
Article 30	Severability.....	
Article 31	Copies of Agreement.....	
Article 32	Duration.....	
Signature Page.....		
Appendix A .....		
Appendix B.....		
Appendix C .....		
Letter of Understanding, Work Schedule and Hours .....		

## PREAMBLE/PURPOSE

This Agreement entered into by the City of Elyria, hereinafter referred to as the "City" or as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a mechanism for the resolution of differences in accordance with the grievance procedure contained herein.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the position of Dispatcher.

**Section 1.2.** Each newly hired employee covered by this contract shall be considered to be on probation for a period of one year. During this period, an employee may be dismissed at any time without recourse for unsatisfactory progress during said probationary period. Any such action shall not be appealed through the grievance procedure or through the Civil Service Commission. The City will not discharge a probationary employee because of Union membership or authorized Union activity.

**Section 1.3** All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 2.1.** Nothing herein shall be construed to restrict any constitutional, statutory, legal, or inherent exclusive management rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities, which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees; not in conflict with the Ohio Revised Code;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed;

- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules and to establish the necessary work rules, policies, and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the City's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over department organization and the technology of performing the work required;
- M. To set standards of service and determine the procedures and standards of selection for employment.

**ARTICLE 3**  
**NO STRIKE/NO LOCKOUT**

Section 3.1. The Employer and the Union recognize that strikes are prohibited by the provisions of Chapter 4117 ORC, would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances.

The parties, therefore, agree to the following:

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slow-down which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union committee will promptly, upon receiving of written notice from the City, do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the Elected Committee. The Ohio Labor Council shall also send a notice to the Employer

stating that "the strike action is not sanctioned, is illegal and all employees should return to work immediately."

**Section 3.2.** In addition to other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 3.1 of this article are subject to discipline. Any disciplinary action taken in accordance with the provisions of this article may be appealed to the Grievance Procedure of the Agreement, and only the question of whether or not the employee did in fact participate in or promote such action shall be considered.

**Section 3.3.** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees have violated Section 3.1 of this Agreement.

**Section 3.4.** Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

#### **ARTICLE 4** **LAYOFFS AND RESTORATION**

**Section 4.1.** Whenever the Employer determines it necessary to reduce the work force (i.e., layoff or job abolishment), a reduction in force shall occur. Upon request of the Union, the Employer agrees to meet and discuss the impact of the reduction on bargaining unit employees. The Employer will first canvas all employees to determine if any employees desire to request a voluntary leave of absence.

**Section 4.2.** The Employer shall determine the number of positions to be affected by any reductions in force. Layoffs shall occur by inverse seniority with the least senior employee being the first to be laid off. Layoffs will be done based upon departmental seniority.

**Section 4.3. Notice.** The Employer shall notify the affected employee(s) and the Union in writing at least fourteen (14) calendar days prior to the date of the lay off or abolishment. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives.

**Section 4.4.** The names of the individuals holding permanent positions in the classified service, who have been laid off under the provisions of the section, shall be placed on an appropriate recall list in order of their original appointment for a period not to exceed eighteen (18) months.

After a request for a certified list is made, the first names appearing on the "layoff list" will be the first persons to receive appointments when:

- A. discontinued positions are re-established;
- B. the "cause" for the layoff is discontinued.

**Section 4.5.** In the event of a lay-off that is not due to job abolishment, the laid off employee is entitled at the time of his lay-off to full payment for all accumulated vacation, holiday time, and compensatory time, to the extent provided by this Agreement. The employee may elect to reserve some vacation time, but any such reserved vacation time shall be paid to the employee in accordance with Article 16 at the expiration of the recall period. Any accrued but unused sick leave due to the

employee under the terms of this Agreement shall be paid to the employee at the expiration of the eighteen (18) month recall period.

In the event of a job abolishment, the laid off employee is entitled to full payment for all accumulated vacation, holiday time, compensatory time, and sick leave, to the extent provided by this Agreement.

**Section 4.6.** In the event that a dispatcher position, once abolished and made unnecessary, is found necessary to reestablish within eighteen (18) months from the date of abolishment, or should a vacancy occur through death, resignation or any other cause within eighteen (18) months of that date of the abolishment of such position or layoff, the most senior employee of those laid off shall be entitled to the position, providing he was, at the date of his separation, a regular and permanent employee. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position except for those certifications that can only be obtained as an active working employee, i.e., LEADS. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

**Section 4.7.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and to supersede the provisions of ORC 124.321 to 124.328 as they relate to municipalities and all local rules and regulations of the City of Elyria Municipal Civil Service Commission governing work force reductions.

**ARTICLE 5**  
**PAYROLL DUES & DEDUCTIONS**

**Section 5.1.** The City agrees to deduct regular Union membership dues once per pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which the Union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City (see Appendix A).

**Section 5.2.** It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder.

**Section 5.3.** The Employer shall be relieved from making such dues deductions upon an employee's:

- A. termination of employment; or;
- B. transfer to a job other than one covered by the bargaining unit, or;
- C. layoff from work, or;

- D. an agreed leave of absence, or
- E. revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 5.4.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 5.5.** It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deduction of the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 5.6.** Any member of the bargaining unit who is not a member of the Union shall after sixty (60) days of their employment or the execution of this Agreement, whichever occurs first, pay a monthly fair share fee, in an amount set by the Union in accordance with the provisions of O.R.C. 4117.09(C).

## **ARTICLE 6** **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 6.1.** The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, genetic information, military status, national origin, handicap, political affiliation, and involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 6.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 6.3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

**Section 6.4.** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 6.5.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against an employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 7**  
**LABOR/MANAGEMENT TEAM MEETINGS**

**Section 7.1.** The Labor/Management Team meeting(s) shall consist of three (3) representatives of the Employer, two (2) members of the bargaining unit, and the staff representative. It is mutually agreed that this group shall meet on a quarterly basis, or as mutually agreed, after a written request from either party for the purpose of:

1. Disseminating general information of interest to the parties;
2. Giving the FOP/OLC Representatives and/or the Employer the opportunity to share the view of their members and/or suggestions on the subject of interest to their members;
3. Discussing ways to improve efficiency within the department;
4. Promoting harmonious relations between the Employer and the FOP in the best interest of the community;
5. Discussing safety and health issues of the department.

**Section 7.2.** All resolutions to issues mutually agreed to shall be reduced to writing and subject to the grievance article of this agreement.

**ARTICLE 8**  
**HEALTH AND SAFETY**

**Section 8.1.** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The supervisors will correct unsafe working conditions, and see that the safety rules and safety working methods are followed by their employees.

The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safety work methods of the Employer. All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known. Losses resulting from the employee's failure to exercise reasonable care or for willful destruction of any facilities, supplies, or equipment may result in disciplinary action.

**Section 8.2.** The Employer and the FOP/OLC shall comply with all applicable state laws, rules, and regulations with regard to safety, specifically Ohio Revised Code Section 4167.

**ARTICLE 9**  
**RULES AND REGULATIONS**

**Section 9.1.** The City or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, and to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of work rules.

**Section 9.2.** It is the Employer's intention that insofar as practicable, work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances.

**Section 9.3.** Any additions or amendments to the work rules shall be reduced to writing, posted on department bulletin boards for a period of three (3) working days, and signed by all employees to acknowledge awareness of the addition or amendment within three (3) working days of posting. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. The notification requirements for work rules do not limit the right of the City to implement a work rule prior to the conclusions of the acknowledgment or posting period.

**Section 9.4.** All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Department Head and/or the Safety Officer, or by the use of outside vendors for the conduct of awareness training.

**Section 9.5.** Work rules, policies, or directives shall not be adopted which are in violation of the express provisions of this agreement.

## **ARTICLE 10** **WORK SCHEDULE AND HOURS**

**Section 10.1.** During the period of this contract, each employee covered by this contract shall work a tour of duty which shall consist of five (5) eight (8) hour days in a calendar week and shall be so assigned by the Chief of Police or his appropriate administrative assistant. These assignments shall be posted in advance for a twelve (12) week period. At no time shall there be less than twelve (12) weeks advance schedule posted on the departmental bulletin board.

**Section 10.2.** The dispatchers shall select the tour of duty they want to work, and such selection shall be made on the basis of seniority.

**Section 10.3.** All hours worked in excess of the normal tour of duty in Section 10.1 shall be considered overtime.

## **ARTICLE 11** **SHIFT EXCHANGE**

**Section 11.1.** Employees in the same working group, as defined in Article 9.2, shall have the privilege of shift exchange. The request for shift exchange shall be submitted to the Officers in Charge (OIC) at least seven (7) days previous to the time that the change will take effect. The request shall contain the signatures of the officers and the reason for the proposed shift exchange. Permission of the OIC is required.

If the exchange is denied by either OIC, the denial must state the reason in writing. If denied, the request may be appealed within forty-eight (48) hours to the Chief or Safety Service Director who shall reply in writing within forty-eight (48) hours. The time limits above shall exclude Saturdays, Sundays, and holidays.

A shift exchange may be requested with less than seven (7) days' notice with the permission of the OIC of both shifts.

The length of any shift exchange shall be for the length of time as agreed to between the dispatchers requesting said shift exchange.

**Section 11.2.** It is understood that the exchange does not result in the payment of overtime to the parties involved. It is also understood that the shift exchange includes exchange of scheduled days off if the exchange period includes the days off of one or more dispatchers.

## ARTICLE 12 OVERTIME

**Section 12.1.** Overtime shall be paid at one and one-half (1 1/2) times a rate determined by dividing the employee's annual base pay by 2080 hours. Any employee clocking in late shall be docked to the nearest tenth (1/10) of an hour.

**Section 12.2.** Overtime shall be given to the full-time dispatchers beginning with the most senior dispatcher at the top of the seniority list and rotating the names to the bottom of the overtime list as the overtime is worked or when a full-time dispatcher refuses overtime. In the event that no one can be scheduled at the time and one-half (1 1/2) rate, the on-duty dispatch personnel will be subject to a mandatory hold-over for up to four (4) hours and the next shift dispatch personnel will be subject to a mandatory call-out of up to four (4) hours. An employee's time worked shall not exceed twelve (12) hours except by mutual agreement. The hold-over and/or call-out will be on a rotating basis. A list will be maintained in the office, to determine the order of rotation for overtime.

Under extraordinary circumstances, the existing double-time call-out list will be utilized to schedule dispatch personnel anytime that there are seven (7) or fewer full-time dispatchers on the working schedule or due to vacation or extended health related leave. Under those circumstances, time and one-half (1 1/2) personnel will first be afforded the option of signing up for the scheduled overtime and then if any scheduled overtime slots remain unfilled, double-time personnel will be allowed to sign up for scheduled overtime, utilizing the call-out file system currently in place. If no one signs up for the scheduled overtime slots, the hold-over and call-out provision outlined above will be used.

**Section 12.3.** All employees covered by the agreement shall receive overtime pay when called in (when off duty) for departmental business, court appearances, emergencies, special events, or required schooling (excluding college accredited courses for which compensation is already awarded), in the amount of a minimum of three (3) hours; at the overtime rate, and if the employee works beyond the minimum three (3) hours, he shall receive compensation for his actual time (to the nearest tenth of an hour) worked at the overtime rate as defined in Section 12.1 hereof.

**Section 12.4.** If an employee is held over at the close of the regular shift for any of the above reasons, the employee shall be paid at the overtime rate for the actual time worked to the nearest tenth (1/10) of an hour for the first thirty (30) minutes. If the employee is held beyond the thirty (30) minutes, the employee shall be paid a minimum of two (2) hours pay at the overtime rate, and if the

employee works beyond the minimum of two (2) hours he shall be paid for the actual time worked to the nearest tenth (1/10) of an hour.

**Section 12.5.** The total amount of overtime accumulated by each dispatcher shall be ascertained and certified by the office of the Safety Service Director. Each employee may then use hours in this bank as time off with the permission of their officer in charge. When the total number of hours in this bank falls below forty-eight (48) hours, the dispatcher will again accumulate compensatory time off according to Sections 12.1, 12.2, 12.3, and 12.4 of this article. When the employee raises his accumulated compensatory time to a level above forty-eight (48) hours, he will receive overtime pay as in Sections 12.1, 12.2, 12.3 and 12.4. The first pay-day of October, dispatchers may, with the approval of the Safety Service Director and thirty (30) days' notice, turn in all or part of their accumulated hours.

**Section 12.6.** In January, April, July and October, each dispatcher shall have the option of reducing by forty (40) hours their accumulated compensatory time. Payment for these forty (40) hours shall be by separate check and shall be at a rate determined by dividing the employee's annual salary (including longevity) by 2080.

**Section 12.7.** When one or more employees are placed on alert status or on-call status while off-duty by the Police Chief or his designee, three (3) hours pay for each day will be granted to those officers placed on such status.

**Section 12.8.** Three (3) hours overtime at the appropriate overtime rate of pay will be paid to an dispatcher for City-required court appearances on days off or when on vacation status, regardless of the number of appearances made during that three (3) hours. The City agrees that it will provide an employee with at least a twelve (12) hour advance notice of cancellation of any court appearance. If cancellation is not received within twelve (12) hours of the scheduled appearance, said employee is to report to the station. For the purpose of this section, City-required court appearances shall mean any City appearance which is required by the City of an employee as a result of their official duties as an employee of the Police Department. The following are examples but are not intended to limit the above definition to only said examples:

- A. Criminal Case appearances;
- B. Civil Case appearances;
- C. Administrative hearing appearances such as Board of Liquor Control, Bureau of Motor Vehicles, Civil Service Commission, etc.

**Section 12.9.** For payroll purposes an employee's consecutive days off shall be counted as Saturday and Sunday. All employees shall be entitled to receive compensation at the rate of one and one-half (1 1/2) times their regular pay for each hour worked on their first day off and double their regular rate of pay for each hour worked on their second day off. If any employee's first day off is a Sunday, then the rate under this section shall be one and one (1 1/2) times their regular pay.

**Section 12.10.** All employees covered by this Agreement shall receive overtime pay when called in to work when it is not the employee's regularly scheduled tour of duty as follows:

A. two (2) times the basic hourly rate of pay for Sundays, and legal holidays.

**Section 12.11.** When an employee is assigned to training coach for all or part of a shift, he shall receive credit for such service according to the following schedule:

ONE (1) THRU FOUR (4) HOURS	1.0 OVERTIME HOURS
OVER FOUR (4) HOURS	2.0 OVERTIME HOURS

If an employee is assigned to training coach duty on their second day off, they will receive credit for such service according to the above schedule; however, such credit shall be at two (2) times the employee's basic hourly rate.

**Section 12.12.** All hours worked when a dispatcher is on vacation call-out shall be compensated at double-time (2x) their regular rate of pay and they shall be eligible to re-select the vacation day at another time.

**Section 12.13.** No dispatcher already working on a scheduled day off shall be ordered to hold-over for additional hours.

### **ARTICLE 13** **SENIORITY**

**Section 13.1.** Seniority is the total uninterrupted continuous service of a dispatcher from the date of hire with the Elyria Police Department.

**Section 13.2.** All matters where an Employer shall give consideration and evaluate two (2) or more employees within a particular classification on a comparative basis such as, but not limited to, shift selection, days off, vacation selection, holidays, said selection shall be awarded on the basis of seniority as defined in Section 13.1, should all other factors in the evaluation process be considered equal.

**Section 13.3.** A break in continuous service shall occur when an employee:

- A. quits or resigns;
- B. is discharged;
- C. retires;
- D. is laid off for a period in excess of eighteen (18) months;
- E. is absent without leave for three (3) consecutive work days or more;
- F. fails to return from an approved leave of absence upon expiration or cancellation;
- G. fails to report to work following recall from layoff.

A break in continuous service shall cause an employee to lose all seniority and employment rights.

**ARTICLE 14**  
**WAGES**

**Section 14.1.** All full-time employees within the bargaining unit shall receive a base pay in accordance with the following schedule (1.5% increase on the base, retroactive to July 1, 2013):

Dispatcher – C	\$34,209.23
Dispatcher – B	\$35,066.38
Dispatcher – A	\$36,097.58

In addition, all full-time employees shall receive a one-time, lump sum bonus of \$200 or .5% of the base, whatever is greater, which amount shall not be included in the base salary.

**Section 14.2.** Longevity refers to an employee's elapsed time of employment by the City.

**Section 14.3.** Longevity shall be computed by starting with the employee's first day on the City payroll and including every additional and continuous day that the employee remains on the payroll.

**Section 14.4.** An employee is allowed one interruption of this continuous service but only if that interruption is for less than 200 days. An interruption of 365 days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than 200 days will be counted toward an employee's longevity, while the days missed between 200 days and 364 days will not be counted toward longevity, but will be subtracted from an employee's total longevity time.

**Section 14.5.**

(a) For full-time employees who began employment with the City prior to July 1, 2014, longevity benefits will be given as described below:

A one (1) percent salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one (1%) percent increments due to longevity are limited to a maximum of twenty percent (20%).

(b) For full-time employees who began employment with the City on or after July 1, 2014 longevity benefits shall be as follows:

- 1) Employees hired after July 1, 2014 shall be paid their base salary plus any allowance plus any negotiated wage increases through their first five (5) years of employment.
- 2) On the 5<sup>th</sup> anniversary date of their employment, these employees shall receive a five percent (5%) wage increase, which shall be calculated on their base salary.

- 3) On the 10<sup>th</sup> anniversary date of their employment, these employees shall receive an additional five percent (5%) wage increase, which shall be calculated on their base salary.
- 4) On the 11<sup>th</sup> through 20<sup>th</sup> anniversary dates of their employment, these employees shall receive an additional 1% wage increase, which shall be calculated on their base salary.

Increments due to longevity are limited to a maximum of twenty percent (20%). These merit increases shall all be calculated on the Employees' base salaries in effect at the time of the increase which shall not include allowances, but shall include any negotiated increases in base salary.

**Section 14.6.** Dispatchers at Step "A" who maintain qualifications in N.C.I.C., L.E.A.D.S., C.A.D., and 911 shall receive an additional one thousand dollars (\$1,000.00) in their annual base pay.

**ARTICLE 15**  
**LIFE INSURANCE**

**Section 15.1.** The City agrees to provide a life insurance policy in the amount of one (1) times the employee's base pay, not to exceed fifty thousand dollars (\$50,000) for each bargaining unit employee.

**ARTICLE 16**  
**VACATIONS**

**Section 16.1.** Regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
One (1) but less than seven (7) years	Two (2) Calendar Weeks
Seven (7) but less than thirteen (13) years	Three (3) Calendar Weeks
Thirteen (13) but less than twenty (20) years	Four (4) Calendar Weeks
Twenty (20) but less than twenty-five (25) years	Five (5) Calendar Weeks

**Section 16.2.** An employee becomes eligible for vacation leave on his or her employment anniversary date and vacation leave shall be taken by the employee only up to the amount he or she has accumulated as of the date he or she begins such vacation. An employee may accumulate vacation leave only up to the amount he or she accumulates in two (2) years.

**Section 16.3.** If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to his estate.

**Section 16.4.** If a holiday set forth in Article 17 herein falls within an employee's vacation leave, the

employee shall receive an additional day off in lieu of the holiday. Such additional day may be taken either at the beginning or end of the vacation leave.

**Section 16.5.** An employee may take his or her vacation during the calendar year at the convenience of the Employer. In January, each employee will be given an opportunity to indicate, on a form provided by the Employer, his or her vacation leave preferences. Promptly thereafter, a written vacation schedule will be prepared by the Employer with preference given to employees according to their seniority, to the extent consistent with the needs of their departments.

**ARTICLE 17**  
**HOLIDAYS**

**Section 17.1.** There are hereby established the following paid holidays for full-time employees:

1. The first day of January, known as New Year's Day;
2. The third Monday in January known as Martin Luther King Day;
3. The third Monday in February, known as President's Day;
4. Memorial Day;
5. The Fourth of July, known as Independence Day;
6. The first Monday in September, known as Labor Day;
7. The second Monday in October, known as Columbus Day;
8. The eleventh day of November, known as Veterans Day;
9. The fourth Thursday in November, known as Thanksgiving Day;
10. The day after Thanksgiving Day;
11. The twenty-fifth day of December, known as Christmas Day;
12. One day for personal business, provided that a twenty-four (24) hour notice is given by the employee to the Employer and that the absence does not cause an undue hardship on the Employer's operations;
13. The Employee's birthday, to be taken on such day or as a floating holiday by mutual agreement between the employee and his/her department head;
14. One-half day off on Christmas Eve;
15. One-half day off on New Year's Eve;
16. One-half day off on Good Friday, and;

17. Any other day appointed or recommended by the Mayor.

**Section 17.2.** Employees covered by this Agreement are authorized fourteen and one-half (14.5) days off per year in lieu of the fourteen and one-half (14.5) holidays listed in 17.1 above. If said employees work on the following days they will be paid an additional one (1) hour for each two (2) hours worked:

1. The first day of January, known as New Year's Day;
2. The Fourth of July, known as Independence Day;
3. The fourth Thursday of November, known as Thanksgiving Day;
4. The twenty-fifth day of December, known as Christmas Day;
  - a. Only full-time employees, as set forth in Section 165.03(b) (1) of the City Ordinances, shall be entitled to such holidays.
  - b. To be entitled to holiday pay, an employee shall be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls and shall have worked his or her last scheduled working day prior to the holiday and his or her first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Safety Service Director.
  - c. An employee receiving an injury or contracting a valid illness occurring on the day before or the day after a holiday shall receive benefits for such holiday.
  - d. An employee shall be given an additional day off for any holiday which falls during his or her vacation period.
  - e. The computation of pay for holidays shall be upon the basis of the employee's hourly rate computed for an eight (8) hour day. If such employee is required to work on any holiday, he or she shall be paid his or her regular rate for the time worked, in addition to the holiday benefits.
  - f. If any of the holidays set forth in Section 1 above falls on Sunday, the following Monday shall be observed as the holiday. If any such holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**Section 17.3.** Accumulated holiday or personal time may be used at any time with the approval of the dispatcher's O.I.C., and may not be unreasonably denied.

**Section 17.4.** Any accumulated holiday or personal time not taken by a dispatcher during the current calendar year may be carried into the next calendar year. The maximum rollover of forty (40) hours shall be used in the first quarter of the next year.

## **ARTICLE 18**

## HOSPITALIZATION

**Section 18.1.** The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this article.

**Section 18.2.** The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period of the month after execution of this agreement, the employee per-pay contribution shall be \$48.05 for single coverage and \$96.11 for family coverage. The City's monthly contribution shall be \$590.00 for single coverage and \$1180.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this article.

**Section 18.3.** At the beginning of each quarter (no later than the 15<sup>th</sup> day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

**Section 18.4.** The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.

**Section 18.5.** Nothing in this article shall diminish the City's obligation to provide and pay for the hospitalization plan established.

**Section 18.6.** There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the committee shall be by majority vote of the committee.

A. The committee shall meet no later than the 15<sup>th</sup> of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.

B. The EHP Committee may decide any of the following:

1. To keep the same plan and pass on any cost increases above the rates set forth in Section 2 of this article; or
  2. To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
  3. To change the plan and reduce the level of benefits and if there is an increase to the rates set forth in Section 2 of this article, pass that increase on based on Section 2; or
  4. To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this article and pass that decrease on through contributions as set forth in Section 2.
- C. If during the term of this Agreement, the yearly cost of health insurance based on the COBRA rate increases by 15% or more and if the EHP Committee is unable to eliminate the cost increase through diligent efforts, the percentage increase over 15% shall be allocated equally between the Employer and the Employee with a maximum Employee contribution of 16.5%, which is subject to the approval of the EHP Committee, and further provided that the increase is applicable to all City employees.
- D. Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15 preceding the year for which bids are taken.
- E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

**Section 18.7. Spousal Hospitalization.**

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.
- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.
- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees

shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

## ARTICLE 19 SICK LEAVE

**Section 19.1.** Sick leave will be earned and accumulated without limit at the rate of 2.3 hours for each forty (40) hours worked. Pay for sick leave shall be at the employee's base rate, plus longevity.

**Section 19.2.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 19.3.** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
- B. Death of a member of his immediate family (see bereavement leave).
- C. Medical, dental, or optical examination or treatment of an employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others.
- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 19.4.** To be eligible for paid sick leave an employee must report prior to his scheduled starting time the reason for his absence to his Department Head or its designee, (which may be a central reporting number), on each day involved, unless otherwise approved by the City.

**Section 19.5.** The Employer may require an employee to furnish a standard written statement on a form provided by the City to justify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor, for any illness of more than three (3) days duration.

**Section 19.6.** In addition to the provisions of Section 19.5 when an employee is off work because of an injury or disability whether job related or not, the employee must provide the Employer with a physician's statement that the employee is able to perform the duties of his/her job. This statement is for the purpose of protecting the Employer from Worker's Compensation claims or further claims arising from these existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's

statement to the effect that the presence of the employee is necessary to care for the ill person.

**Section 19.7.** At the discretion of the City, an employee may be required to submit to and pass a medical examination by a licensed physician satisfactory to the City before being permitted to return to work. If the physician is designated by the City, the City will pay the expense of said examination.

**Section 19.8.** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

**Section 19.9.** Employees shall receive pay for 105 days, plus fifty percent (50%) over 105 days, of their unused sick leave in case of death, or permanent disability, or retirement, or to an employee resigning for a proven bona fide illness of himself or a member of their immediate family, or to an employee who leaves for any reason after ten (10) years of continuous service. This section only applies to those employees, who were hired by the City before July 1, 1985. Employees hired on or after July 1, 1985, shall receive up to one-third (1/3) the value for up to one hundred and twenty (120) days of accumulated but unused sick leave, subject to the conditions above. Payments made under this section shall be made within six (6) months after the employee's separation from the City.

**Section 19.10.** An employee who does not use any of his sick leave in any period consisting of four (4) consecutive months shall be granted four (4) hours of compensatory time; after two (2) four-month periods in which an employee does not use sick leave, eight (8) hours of compensatory time shall be granted; if three (3) consecutive four-month periods occur without the use of sick leave sixteen (16) hours of compensatory time shall be granted; and for every consecutive four-month period thereafter during which sick leave usage does not occur, sixteen (16) hours of compensatory time shall be granted.

## **ARTICLE 20** **INJURY ON DUTY**

**Section 20.1.** Every full-time employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury to disability to be compensable under the Worker's Compensation Law of the State of Ohio.

**Section 20.2.** To apply for benefits under Section 20.1 hereof, written application shall be made to the Safety Service Director accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Safety Service Director to approve or reject the application and in doing so he may require examination by a registered physician of the Employer's selection.

**Section 20.3.** Before any employee who has made application to the Safety Service Director for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Worker's Compensation benefits from any compensation fund to which the City contributes by the filing of a FROM with the Bureau. The employee shall also complete the injury on duty and reimbursement form provided by the City (See Appendix E). No employee shall be

entitled to City-paid injury on duty benefits until this requirement has been completed.

**Section 20.4.** If the employee's application is approved and the State's FROM form is filed, payments received shall be considered a continuation of wages. The employee may receive up to twelve (12) consecutive month's full pay. The employee will be entitled to compensation for any job-related disability that requires him/her to lose one (1) or more days off work, including weekends and holidays. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay for the injury. In any event, no benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary, part-time and seasonal employees.

**Section 20.5.** When the employee's application is approved, the Safety Service Director shall place the employee on such benefit status.

**Section 20.6.** In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employees by the City under this article shall be repaid by the employee to the City.

**Section 20.7.** In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employees to duties which are consistent with the employee's physical abilities. The City shall have the right to require the employee to submit to medical examination by a licensed physician satisfactory to the City to determine the employee's ability to perform the alternate job duties. Should an employee elect not to return to work under a modified duty assignment, the provisions for the benefits under this article shall cease.

**Section 20.8.** Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a medical practitioner designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

In the event it is determined the employee cannot return to the full and complete duties of his position, the employee shall either draw Worker's Compensation payments or the employee shall apply for disability retirement. If the licensed physician determines that the employee is unlikely to return to work at the end of the twelve (12) month period, the employee shall either file for Worker's Compensation (lost wages only), or process disability retirement, and the provisions for the benefits under this article shall cease.

**ARTICLE 21**  
**BEREAVEMENT LEAVE**

**Section 21.1.** Employees shall be granted a leave of absence with pay in the event of his/her spouse, the employee's or employee's spouse's parents, step-parents, children, step-children, brother, step-brother, sister, step-sister, aunt, uncle, grandparents, step-grandparents, grandchild, step-grandchild, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and

person in loco parenti. For purposes of this Article, the term "spouse" shall include same-sex, legally married, spouses.

**Section 21.2.** An employee may absent himself for this purpose for a period not to exceed three (3) work days for each death, including travel time within the State of Ohio, and five (5) work days for each death, including travel time outside the State of Ohio.

**Section 21.3.** In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave. However an employee may utilize any accumulated time, including sick leave, to extend their bereavement leave as necessary, with the approval of the Safety Service Director.

## **ARTICLE 22** **EDUCATION**

**Section 22.1.** An employee required to attend schooling or training sessions shall receive overtime for the time actually attending classes, except for the days that the employee is scheduled to work. An employee who volunteers for schooling must waive the above overtime provision

**Section 22.2.** For full-time employees hired prior to July 1, 2014, a college incentive program is hereby available as follows:

1. An incentive shall be provided for prior approved police science fields of study which are successfully completed. Courses or coursework must be first approved by the Chief of Police or the Safety Service Director.
2. A passing grade of "C" or better is required in order for the employee to get credit under such incentive program.
3. The course selection shall be based on courses first approved by the Chief of the Department and the Safety Service Director and in accordance with the established curriculum for police science of the applicable accredited educational institution.
4. Eligible employees shall be entitled to tuition reimbursement for successfully completed, first approved coursework on the basis of twenty-five percent (25%) of the actual tuition not to exceed fifty dollars (\$50.00) per quarter credit hour.
5. Book reimbursement shall be limited to twenty-five dollars (\$25.00) per book and the book(s) shall be used by other employees when applicable.
6. The maximum total reimbursement for all bargaining unit employees for books and tuition under this article shall not exceed three hundred dollars (\$300.00) per year.

## **ARTICLE 23** **UNION LEAVE**

**Section 23.1.** One (1) delegate elected by the bargaining unit shall be granted time off without pay

and one (1) day per year with pay, not to exceed a maximum total of four (4) days off per year, in order to perform their FOP Ohio Labor Council functions including:

1. Attendance at conventions;
2. Attendance at conferences;
3. Attendance at seminars.

#### **ARTICLE 24** **MILITARY LEAVE**

**Section 24.1.** The City shall grant military leave in accordance with applicable local, state or federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 2005, as amended.

**Section 24.2.** A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military commander authorizing such duty, or other such documentation as required by law if requesting military leave.

#### **ARTICLE 25** **GRIEVANCE PROCEDURE**

**Section 25.1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

**Section 25.2.** The term "grievance" shall mean an allegation by a bargaining unit employee or group of employees that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters which are controlled by the provisions of federal, state and/or city laws and/or by the United States or Ohio Constitutions, or City Charter.

**Section 25.3.** It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10, and that any appeals regarding specific provisions of this Contract are to be resolved exclusively through this grievance procedure as set forth in Section 4117.10.

**Section 25.4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except those grievances involving suspension which shall be introduced at Step 2 of the grievance procedure.

**Section 25.5.** Any employee(s) may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be

considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. However, the failure of the City to answer the grievance as scheduled at Step 3 will presume that the claims given at the preceding step is valid and a decision will be rendered in favor of the aggrieved. All time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration the grievance must be presented at Step 1 of the grievance procedure within five (5) working days after the occurrence of the incident giving rise to the grievance.

**Section 25.6.** All written grievances must contain the following information to be considered:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed;
4. date grievance was filed in writing;
5. name of Department Head with whom grievance was discussed;
6. date and time grievance occurred;
7. where grievance occurred;
8. description of incident giving rise to the grievance;
9. articles and sections of Agreement violated;
10. resolutions requested.

The Employer and the Union will develop jointly a grievance form, Appendix B, which shall provide information as outlined in this section. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 25.7.** The following steps shall be followed in the processing of a grievance:

**Step 1**            **Chief Of Police**

The employee who has an alleged grievance shall file a grievance in writing, using a form jointly developed by the parties, with the employee's Police Chief. The grievance form will be signed by the employee. The Police Chief or his/her designee shall meet with the grievant and his/her representative or within five (5) working days after the written grievance has been filed. It shall be the responsibility of the Police Chief or his/her designee to investigate the allegations and provide the grievant and Union with his/her written answer to the grievance within ten (10) working days after the meeting. The Police Chief may also call the employee's immediate supervisor to attend this meeting.

**Step 2**                    **Director Of Safety Service**

If the grievance is not settled at Step 1, the grievant may within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Safety Service Director. The Safety Service Director or his/her designee shall have seven (7) working days to schedule a meeting. The Director of Safety Service shall meet with the grievant and his/her representative and if so requested, the Union's Legal Counsel, and/or, if necessary, the Officer in Charge, and any other Officer of the Department, the Police Chief. Legal counsel or other members of administration may attend at the Safety Service Director's request. It shall be the responsibility of the Safety Service Director or his/her designee to investigate the allegations and provide the grievant and Union with his/her written answer to the grievance within fourteen (14) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the grievant and Union within (7) working days after the grievance was received at this step.

**Step 3**                    **Mayor**

If the grievance is not settled at Step 2, the grievant may within five (5) working days after the receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor or his/her designee shall have seven (7) working days in which to schedule a meeting, if he/she deems such meeting necessary. If a meeting is deemed necessary, the Mayor or his/her designee shall meet with the grievant and Union, and if so requested, the Union's legal counsel, and/or, if necessary, the Officer-in-Charge, any other Officer(s) of the Department, Police Chief, Safety Service Director, Law Director. Legal counsel or other members of administration may also attend at the Mayor's request. It shall be the responsibility of the Mayor or his/her designee to investigate the allegations and provide the grievant and Union with his/her written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the grievant and Union within seven (7) working days after the grievance was received at this Step.

**Step 4**                    **Arbitration**

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Step 4. It is the intent of the parties that Arbitration shall supersede any applicable Civil Service proceeding to the extent permitted by law.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 3 in the grievance procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a Notice to Arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will appoint a person to act as arbitrator. In the event the two (2) designated spokespersons cannot agree upon the person within ten (10) days of the demand for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement and he shall be without power or authority to make any decision:

- A-1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
  - A-2. limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable laws.
  - A-3. limiting or interfering in any way with the powers, duties or responsibilities of City Council under its rule making powers not inconsistent with this Agreement.
  - A-4. contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy or regulations do not conflict with this Agreement.
  - A-5. that would change the established wage scales, rates on new or changed jobs, or change in any wage rate, that has been negotiated as part of this Agreement.
  - A-6. granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- B. The questions of arbitration of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitral. If the Arbitrator determines the grievance is within the purview of arbitrament, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the spokesperson, and the grievant. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code, and the Employer shall notify the grievant and the Union within ten (10) working days after the receipt of the arbitrator's decision as to when the Employer will implement the arbitrator's decision.
- D. The cost of the services of the arbitrator, the cost of any proof produced at the direction of the arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

**Section 25.8.** The time limits set forth in the grievance procedure shall, unless extended by

mutual written agreement of the City and the Union, be binding on both parties. Working days as provided in the grievance procedure shall not include Saturdays, Sundays, and holidays.

**ARTICLE 26**  
**DISCIPLINE**

**Section 26.1.** Employees who have completed their probationary period shall not be disciplined except for just cause. The Employer will follow a policy of progressive and corrective discipline that takes into consideration the nature and severity of the offense. The Employer agrees that any disciplinary action shall be conducted in a businesslike manner.

**Section 26.2.** Records of disciplinary action shall cease to have force and effect upon the completion of a twenty-four (24) month period following the effective date of such disciplinary action providing there is no intervening disciplinary action taken during that time period.

**ARTICLE 27**  
**BILL OF RIGHTS**

**Section 27.1.** The Dispatcher's Bill of Rights is set out as follows:

1. You have the right to be represented by a Union Officer or the Union's Legal Counsel, upon request, at all times during the interrogation when it relates to your continued fitness for law enforcement service, or when the investigation could result in criminal charges.
2. You have the right to be completely informed of your rights prior to commencement of the interrogation if you should be placed under arrest as the result of the investigation.
3. You have the right to be informed at least forty-eight (48) hours in advance of the nature of the investigation and the name of the complainant before any interrogation commences.
4. You have the right to be informed at the initial contact if you are to be interrogated as a witness only.
5. You have the right for all formal interrogation to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. You have the right to make a separate recording of any interrogation at the time of interrogation.
6. You have the right that at any one time all questions must be directed through only one interrogator.
7. The interrogations shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.
8. You have the right to be advised of any or all punitive action that could result from the investigation and interrogation.
9. You have the right to be represented by a Union officer of your choice, during any interrogation that could result in punitive action.

10. No polygraph test shall be administered without your consent. Any polygraph agreed to must be given by a licensed operator.

**ARTICLE 28**  
**REST PERIODS AND LUNCH**

**Section 28.1.** There shall be two (2) fifteen (15) minute rest periods on each shift each work day. This time represents actual time away from the employee's duties.

**Section 28.2.** The lunch period for all employees of the bargaining unit shall be thirty (30) minutes paid and should be scheduled at or near the middle of the employee's shift each work day.

**ARTICLE 29**  
**SHIFT DIFFERENTIAL**

**Section 29.1.** A bonus of fifty cents (\$.50) per hour shall be paid to the employee working the second shift and sixty cents (\$.60) per hour bonus shall be paid to the employee working the third shift.

**Section 29.2.** A bonus of forty cents (\$.40) per hour shall be paid to the employee working Saturdays and a bonus of fifty cents (\$.50) per hour shall be paid to the employee working Sundays.

**ARTICLE 30**  
**SEVERABILITY**

**Section 30.1.** This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws.

**Section 30.2.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**ARTICLE 31**  
**COPIES OF THE AGREEMENT**

**Section 31.1.** Each Associate of the Fraternal Order of Police Labor Council will receive a copy of the agreement in PDF format.

**ARTICLE 32**  
**DURATION**

**Section 32.1.** This Agreement shall be effective as of July 1, 2014, at 12:01 a.m. and shall remain in full force and effect until midnight June 30, 2015, unless otherwise terminated as provided herein.

**Section 30.2.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**ARTICLE 31**  
**COPIES OF THE AGREEMENT**

**Section 31.1.** Each Associate of the Fraternal Order of Police Labor Council will receive a copy of the agreement in PDF format.

**ARTICLE 32**  
**DURATION**

**Section 32.1.** This Agreement shall be effective as of July 1, <sup>2013</sup>~~2014~~, at 12:01 a.m. and shall remain in full force and effect until midnight June 30, 2015, unless otherwise terminated as provided herein.

Section 32.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days prior to the expiration date, nor later than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.

Section 32.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and Union, and all prior agreements either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually 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, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 29<sup>TH</sup> day of OCTOBER, 2014.

FOR THE CITY OF ELYRIA

Holly C. Banda  
Holly C. Banda, Mayor

Mary F. Siwjecka  
Mary Siwjecka, Safety Service Director

Richard Jackson  
Richard Jackson, A.S.D.

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

Jackie Wegman  
Jackie Wegman, Staff Representative

[Signature]  
Negotiating Committee Member

[Signature]  
Negotiating Committee Member

**APPENDIX A**  
**ELYRIA CITY AUDITOR'S DEPARTMENT**  
**AUTHORIZATION FOR PAYROLL DEDUCTION**  
**FIRE AND POLICE DEPARTMENTS**

**PLEASE PRINT**

**BY** \_\_\_\_\_  
LAST NAME                      FIRST NAME                      MIDDLE

EFFECTIVE \_\_\_\_\_ I HEREBY REQUEST AND  
AUTHORIZE YOU TO DEDUCT FROM MY EARNINGS \_\_\_\_\_  
(Each Payroll Period)

SUFFICIENT MONIES TO PROVIDE FOR THE REGULAR PAYMENT OF THE  
CURRENT RATE OF MONTHLY ASSOCIATION DUES OF THE FOLLOWING:

**(PLEASE CHECK)**

F.O.P. \_\_\_\_\_                      E.P.P.A. \_\_\_\_\_                      I.A.F.F. \_\_\_\_\_

THE AMOUNTS DEDUCTED SHALL BE PAID TO THE TREASURER OF THE LOCAL  
ASSOCIATION.

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNLESS TERMINATED BY ME.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
ADDRESS

**APPENDIX B  
CITY OF ELYRIA & FOP/OLC  
GRIEVANCE APPEAL FORM**

Name of Employee: \_\_\_\_\_ Grievance No. \_\_\_\_\_

Grievant Classification: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Date Presented: \_\_\_\_\_

Article(s) and Section(s) of the Agreement Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Facts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Official Grievance Committee: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

(Group grievance: the signatures of all employees filing grievance should be attached.)

The following signature shall be the employee who represents the group.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)





**APPENDIX B  
GRIEVANCE APPEAL FORM  
STEP 3**

This grievance was delivered by Official Grievance Committee member to the Mayor.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Received By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Mayor's Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature, Mayor

\_\_\_\_\_  
Date

**APPENDIX C**  
**AGREEMENT**

The City of Elyria, by and between its Director of Safety Service, the Employer, and \_\_\_\_\_, its Employee, agree as follows:

**WHEREAS**, the Employee has been injured during the course of his or her employment with the City of Elyria and has filed a claim for Worker's Compensation, said injury having occurred on or about \_\_\_\_\_ and the claim being numbered \_\_\_\_\_ and

**WHEREAS**, the Employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or has filed with the Industrial Commission of Ohio as claim,

**NOW, THEREFORE**, it is agreed by the Employer and Employee as follows:

That if the Employer pays and/or has paid the Employee's regular compensation under the pertinent City labor agreement during the period of the employee's disability aforesaid, such Employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in case or through the exchange of unused but credited paid leaves. The Employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF ELYRIA, Employer

By: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**WORK SCHEDULE AND HOURS**

The parties agree to meet after the signing of this agreement in an attempt to schedule a ten (10) and/or twelve (12) hour shift. If the Police Chief and the Union mutually agree, and these hours comply with state and federal regulations and do not exceed forty (40) hours in any week, they may be implemented.

**For The Employer**

**For The Union**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed \_\_\_\_\_