



13-MED-03-0205
1221-02
K29908
08/29/2013

AGREEMENT BETWEEN

THE CITY OF STEUBENVILLE, OHIO



AND



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

FRATERNAL ORDER OF POLICE LODGE #1

Police Officers, Sergeants, Captains & Communications Officers

Effective:

May 31, 2013 through December 31, 2014

TABLE OF CONTENTS

ARTICLE	PAGE
1. Agreement	4
2. Purpose	4
3. Union Recognition	4
4. Non-Discrimination	5
5. No Strike/No Lockout	5
6. Management Rights	6
7. Safety Equipment	6
8. Grievance Procedure	7
9. Personnel Files	10
10. Minimum Manning	11
11. Labor/Management Committee	11
12. Layoff and Recall	12
13. F.O.P. Business	13
14. Bulletin Board Space	14
15. Seniority	14
16. Dues Deduction	15
17. Hours of Work	15

ARTICLE	PAGE
18. Overtime	16
19. Wages	16
20. Longevity	18
21. Sick Leave	18
22. Vacations	18
23. Holidays/Personal Days	19
24. Court Time	21
25. College Education	21
26. Clothing Allowance	21
27. Bereavement Leave	22
28. Hospitalization	22
29. Special On-The Job Injury Leave	23
30. Life Insurance	23
31. Severability	24
32. Waiver In Case Of Emergency	24
33. Prevailing Rights	25
34. Duration of Agreement	25
Attachment A - Memorandum of Understanding	26
Attachment B – Required Drug Testing Policy	28
Attachment C – Transitional Work Program	30
Signature Page	34

ARTICLE 1

AGREEMENT

Section 1.1. This Agreement is entered into between the City of Steubenville, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Fort Steuben Lodge # 1, hereinafter referred to as the "F.O.P." or "Union".

ARTICLE 2

PURPOSE

Section 2.1. The purpose of this Agreement is to set forth the basic principles which, during the term of this Agreement, shall govern wages, rates of pay, hours of work and conditions of employment of all employees included within the recognized bargaining unit.

ARTICLE 3

UNION RECOGNITION

Section 3.1. The Employer recognizes the F.O.P. as the sole, exclusive representative for those employees of the Employer in the bargaining unit listed in Section 3.2. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board.

Section 3.2 The term bargaining unit shall be defined as the following:

All full-time Police Officers, Sergeants, Captains and **Communications Officers**, excluded is the Chief of Police and all other City employees.

Section 3.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3.4. In the event of a change of duties of a position, or if a new position is created within the department, the position shall be included in the bargaining unit, except those excluded in Section 3.2. Promotions to bargaining unit positions shall be made from within the bargaining unit.

Section 3.5 If the F.O.P. disputes the Employer's determination of bargaining unit status, the parties shall make an attempt to resolve their disagreement within seven (7) calendar days from the F.O.P.'s notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the F.O.P. If the parties do not agree, the parties shall jointly submit a request for determination to the

State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and SERB rules and regulations.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The F.O.P. shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 4.2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, employee, and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 4.3. 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 4.4. The Employer and F.O.P. agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the F.O.P.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 5.1. The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, work stoppage, sympathy strike, or interference of any kind with any operations of the Employer.

Section 5.2. The F.O.P. and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.1. In the event any violation of Section 5.1 occurs, the F.O.P. shall immediately notify all employees that the strike, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the F.O.P. Furthermore, the F.O.P. shall immediately advise all employees to return to work or to end such interference at once.

Section 5.3. The Employer shall not lock out employees for the duration of this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

- a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- b. direct, supervise, evaluate, or hire employees;
- c. maintain and improve the efficiency and effectiveness of governmental operations;
- d. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees;
- f. determine the adequacy of the workforce;
- g. determine the overall mission of the Employer as a unit of government;
- h. effectively manage the workforce; and
- i. take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 7

SAFETY EQUIPMENT

Section 7.1

A. Police Department Safety Gear:

All belts, weapons, bullet-proof vests, hats, leather items and all other safety gear to be used by any police officer shall be State approved and furnished by the City of Steubenville.

B. Any of the aforesaid items provided by the City shall be replaced when such items are damaged, lost, stolen, destroyed while being used in the ordinary course of

duties or through the course of time have become outdated and obsolete and at the recommendation of the Police Chief.

- C, Effective June 1, 2013, newly hired employees will be required to furnish their own department approved service weapon. **The Employer will relinquish ownership of both the 9mm and 40 caliber weapons, at no cost, to current members hired prior to 5-31-13.**

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the F.O.P. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the Police Department.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, including all disciplinary actions. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

Section 8.3. No employee shall be suspended, removed, or reduced in pay or position except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 8.4.

- A. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.
- B. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.
- C. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

Section 8.5. All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix A: (standard F.O.P./O.L.C. form)

1. grieved employee's name and signature;
2. grieved employee's classification;
3. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. location where grievance occurred;
7. description of incident giving rise to the grievance;
8. specific articles and sections of the Agreement violated; and
9. desired remedy to resolve the grievance.

Section 8.6. It is the mutual desire of the Employer and the F.O.P. to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step

An employee having a grievance will first bring that complaint verbally, within ten (10) days of the incident giving rise to the grievance, or within ten (10) days of his first knowledge of the action or event, to the attention of the employee's immediate supervisor. The immediate supervisor, or his designee, shall, within three (3) days, discuss the grievance with the employee and, within twenty-four (24) hours of their discussion, respond to the employee with an answer.

Step 1: Police Chief

If the employee and the immediate supervisor are unable to resolve the problem at the informal step, the grievant may refer the grievance to the Police Chief, or his designee, within ten (10) days after receiving the Step 1 reply. The Police Chief shall have ten (10) days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P. representative if the former desires. The Police Chief shall investigate and respond, in writing, to the grievant and/or the appropriate F.O.P. representative within ten (10) days following the meeting.

Step 2: City Manager

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the City Manager within ten (10) days after the Police Chief's decision. The City Manager shall have ten (10) days in which to schedule a meeting with the grieved employee and his appropriate F.O.P. representative. The City Manager shall investigate and respond to the grievant and appropriate F.O.P. representative within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the F.O.P. 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 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply.

Section 8.7.

- A. Upon submission of a request for arbitration, the appealing party shall, within ten (10) days following the notice for arbitration, request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree on submission. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternative strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service or the American Arbitration Association. The party requesting the arbitration 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. Prior to striking, either party shall have the option to completely reject the list of names provided by the F.M.C.S./A.A.A. and request one (1) additional list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S./A.A.A.
- B. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator's decision shall be consistent with applicable law.

The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator shall be final and binding upon the F.O.P., the employee, and the Employer, except as provided by law. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P. All costs directly related to the services of the arbitrator shall be split equally by the F.O.P. and the Employer. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 8.8. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.9. Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.

Section 8.10. For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

Section 8.11. In the event a step in the grievance procedure is vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

Section 8.12. The Employer shall provide the F.O.P. with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 9

PERSONNEL FILES

Section 9.1. The parties agree that the relevant provisions of the Ohio Revised Code (ORC) shall govern the establishment, care and custody of personnel files.

Section 9.2. As provided by State Law an employee may review his personnel file, if, during the course of the review of an employee's files, he comes across material which the employee feels is of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be placed in the file and remain in the file as long as the negative material remains.

Section 9.3 Records of disciplinary action shall cease to have force and effect upon the completion of the below listed period following the effective date of such disciplinary action providing there is no intervening disciplinary action taken during that time period.

Written reprimands	18 months
Suspension of 3 days or less	27 months
Suspensions over 3 days	36 months

ARTICLE 10

MINIMUM MANNING

Section 10.1. The city agrees to implement a policy of at least four (4) patrolmen for the turn of 4:00 P.M. to 12:00 (Midnight) subject to the following conditions:

- A. The Chief of Police shall have exclusive control of the stationing and transfer of all patrolmen.
- B. Dispatchers: If a dispatcher position is vacant, (creates overtime) the vacancy shall be offered to available dispatchers. If the Employer is unable to fill the vacancy, the on duty dispatcher shall be held over, however, no one shall be required to work more than sixteen (16) hours without a break of eight (8) hours or more.
- C. If overtime is needed to meet the minimum of four (4) patrolmen for the turn of 4:00 P.M. to 12:00 (midnight), the union agrees that the expense for the above stated overtime will be capped at \$23,000.00 per year.
- D. If overtime in any year reaches \$23,000.00 as a result of minimum manning for the 4:00 P.M. to 12:00 turn, the union agrees that the City is no longer obligated to provide four (4) patrolmen for the remainder of the year during the 4:00 P.M. to 12:00 (midnight) turn.

ARTICLE 11

LABOR/MANAGEMENT COMMITTEE

Section 11.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the City Manager, Police Chief, and/or designee, shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual Labor/Management interest.

Section 11.2. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of scheduled meetings. The agenda, if

provided by the F.O.P., shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- a. discuss the administration of this Agreement;
- b. notify the F.O.P. of changes made by the Police Chief which affect the bargaining unit;
- c. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d. disseminate general information of interest to the parties;
- e. discuss ways to increase productivity and improvement of efficiency; and
- f. to consider and discuss health and safety matters relating to employees.

Section 11.3. It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. When the Employer determines a layoff is necessary, by reason of lack of work, lack of funds, or abolishment of jobs or functions, the Employer shall notify the affected employees, in writing, at least fourteen (14) calendar days in advance of the effective date of layoff. The Employer, upon written request from the F.O.P., agrees to discuss with the representatives of the F.O.P., the impact of the layoff on the bargaining unit employees.

Section 12.2. When the Employer determines layoffs will occur affected, employees will be laid off in accordance with their seniority, with the least senior laid off first, providing that all student, temporary, part-time, seasonal, probational and provisional employees are laid off first. (Police Department)

Section 12.3. Employees who are laid off shall be placed on a recall list for a period of Twenty four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

Section 12.4. Notice of recall shall be sent to the employee by registered mail, with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

Section 12.5. The recalled employee shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

ARTICLE 13

F.O.P. BUSINESS

Section 13.1. The Employer agrees to admit non-employee F.O.P. staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer, provided, however, the access granted herein shall not, unreasonably disrupt the employers business.

Section 13.2. The F.O.P. shall provide to the Employer an official roster of the Steubenville Collective Bargaining Representatives, which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. immediate supervisor; and
5. F.O.P. office held.

Section 13.3. If grievance hearings are scheduled during an employee's regular duty hours, the employee and one (1) representative shall not suffer any loss of pay while attending the hearing.

Section 13.4. The F.O.P. may designate, by its President or his designee, members who maybe released from duty with pay. However, no more than two (2) members may be released at one (1) time. Additionally, the total number of days, provided herein shall not exceed twenty-eight (28) per each calendar year, notwithstanding the number of members designated. Finally, the benefit provided herein shall be restricted to occasions when members can be replaced at the straight time rate of pay.

ARTICLE 14

BULLETIN BOARD SPACE

Section 14.1. The Employer agrees to provide exclusive bulletin board space in the Police Department, at a mutually agreed upon location, for use by the F.O.P.

Section 14.2. All F.O.P. notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the F.O.P.

Section 14.3. The F.O.P. agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the City or any employee.

Section 14.4. Upon the request of the Employer's designee, the F.O.P. shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 15

SENIORITY

Section 15.1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the City of Steubenville, choices for vacation, personal days, other benefits provided in this contract, and internal choices traditionally made in the police department shall be made in order of seniority as computed on the basis of uninterrupted service within each classification within the Steubenville Police Department.

Section 15.2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 15.3. In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, and holiday leave as described herein this agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal. Job vacancies shall be posted 14 days prior to the filling of said vacancy, the posting shall include a job description.

Section 15.4. Employees laid off shall retain their seniority for a period of twenty four (24) months from the date of layoff.

ARTICLE 16

DUES DEDUCTION

Section 16.1. Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues-paying members of F.O.P., or, as a condition of continued employment, remit to F.O.P. a fair share fee, to be determined by the F.O.P. in accord with the provisions of Ohio Revised Code Section 4117.09 (C).

Section 16.2. Any newly-hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the F.O.P. or remit the fair share fee.

Section 16.3. As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of F.O.P.

Section 16.4. The City agrees to deduct F.O.P. dues from any F.O.P. member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09 (C), and the F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

Section 16.5. Deductions for dues and fair share fees will be made and paid monthly to the F.O.P., Fort Steuben Lodge # 1, President or his designee.

ARTICLE 17

HOURS OF WORK

Section 17.1. Employees of the Police Department shall work a forty (40) hour work week, the work week period shall begin on Tuesday and end on Monday.

Section 17.2. Employees may exchange shifts with the approval of the Police Chief or his designee.

Section 17.3 Call out opportunities shall be offered to employees on that shift, and, then to the overtime board in accordance with the current practice.

ARTICLE 18

OVERTIME

Section 18.1. Overtime shall be defined as hours worked over and above the normal forty (40) hours in a one (1) week work period or eight (8) consecutive hours in a one (1) day work period and such hours shall be compensated at one and one-half the regular hourly rate.

Section 18.2. As current practice, time paid but not worked will count as actual time worked for overtime purposes. There shall be no pyramiding of overtime.

Section 18.3. There shall be no banking of overtime in lieu of cash payments.

Section 18.4 Employees called in during non-scheduled work time shall be paid a minimum of **Three (3)** hours or actual time, whichever is greater, at the rate of time and one half (1.5).

Section 18.5 These minimum **three (3)** hours call back guarantee provisions shall not apply where such call back abuts the beginning or ending of the work turn. Also, there shall not be more than one (1) guaranteed **three (3)** hour call back during any twenty-four (24) hour period. Provided, however, a bargaining unit member called in two (2) hours or more, but not more than four (4) hours, prior to a scheduled turn shall be paid a minimum of **three (3)** hours at the rate of time and one half.

ARTICLE 19

WAGES

Section 19.1. Effective with the implementation of the new health care changes, employees covered by this Agreement shall be entitled to wages as follows: A 2.2 % per cent increase .

RANK

Dispatcher	\$ 30,270.26
20 + Years	\$ 31,846.46
Police Officer 1	
1 day to 120 days	\$ 39,857.66
Police Officer 2	
120 days to 1 year	\$ 42,307.88
Police Officer 3	
1 year to 5 years	\$ 43,834.60
Police Officer 4	
5 years to 20 years	\$ 46,762.79
Police Officer 5	
20 + years	\$ 48,993.71
Sergeant	\$ 52,274.21
20 + years (hired before 6/1/99)	\$ 54,505.52
20 + years (hired after 6/1/99)	\$ 53,850.51
Captain	\$ 56,888.17
20 + years (hired before 6/1/99)	\$ 59,119.08
20 + years (hired after 6/1/99)	\$ 58,464.47

Section 19.2. Police personnel who have completed twenty (20) years or more of service shall receive an additional One Thousand Two Hundred Dollars (\$1,200.00), on their base pay, however, this Section shall not apply to those members hired after 6-1-99.

Section 19.3. Bargaining unit members required to work the afternoon shift, shall receive an additional twenty-five cents (\$0.25) per hour for all hours worked.

Section 19.4. Bargaining unit members required to work on the midnight shall, shall receive an additional forty cents (\$0.40) per hour for all hours worked.

Section 19.6. If a member of the Police Department is assigned superior officer duties, he or she shall receive, for such period of time, pay at the superior officer's hourly rate, provided that such member has occupied the superior officer's official duties for at least one (1) full work day. **Captains who assume the duties of Chief of Police shall not be entitled to superior officer pay.**

ARTICLE 20

LONGEVITY

Section 20.1 The longevity fringe benefit, as now provided, shall continue except that longevity pay shall be increased from the previous amount to Four Dollars Twenty-Five Cents (\$4.25) per month for the life of the contract.

Section 20.2 There shall be no limitation on the amount of the member's longevity pay.

ARTICLE 21

SICK LEAVE

Section 21.1. Sick Leave. Each member of the Police Department shall be entitled to accrue sick leave at the rate of 4.64 hours per pay period, in accord with O.R.C. 124.38.

Section 21.2. Each member of the Police Department who had accumulated sick days through June 1, 1992, shall retain such accumulated sick days.

Section 21.3. Upon retirement, such member of the Police Department who as at least ten (10) years service shall receive retirement severance pay equal to one half (1/2) of all accumulated and unused sick days earned to the date of such retirement.

Section 21.4. Upon retirement, such member of the Police Department who has less than ten (10) years service shall receive retirement severance pay equal to one fourth (1/4) of all accumulated and unused sick days earned to the date of such retirement.

Section 21.5. Each officer who does not use sick time during the calendar year is entitled to a bonus of two hundred fifty dollars (\$250.00) payable on or about February 28th of the following year.

ARTICLE 22

VACATIONS

Section 22.1. Each member of the Police Department shall be entitled to receive the following vacation.

One (1) to five (5) years of service Two (2) weeks vacation

After five (5) years of service Three (3) weeks vacation

After ten (10) years of service Four (4) weeks vacation

After fifteen (15) years of service Five (5) weeks vacation

Note: Employees hired after 5-31-13 shall earn no more than five (5) weeks of vacation.

After twenty (20) years of service Six (6) weeks vacation

After twenty five (25) years Seven (7) weeks vacation

After thirty (30) years Eight (8) weeks vacation

Section 22.2 Vacations shall be picked by seniority as described in Article 15, Section 15.1 of this Agreement. Captains, Sergeants and **Communications Officers** shall pick their vacation days independently from Patrolmen assigned to the Patrol Division, thereby making it possible for a Captain and a Patrolman, a Sergeant and a Patrolman, or a **Communications Officer** and a Patrolman to be on vacation at the same time. It is possible that a Captain and a **Communications Officer** or a Sergeant and a **Communications Officer** may be on vacation at the same time. Provided, however, the Chief of Police or his designee must approve and such approval shall not result in overtime being incurred.

ARTICLE 23

HOLIDAYS/PERSONAL DAYS

Section 23.1. All full-time employees covered by this Agreement shall receive time off with pay for the following holidays:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veterans Day |
| 3. Presidents Day | 10. Thanksgiving |
| 4. Good Friday 1/2 day | 11. Day After Thanksgiving Day |
| 5. Memorial Day | 12. Christmas Eve ½ day |

6. Fourth of July
7. Labor Day

13. Christmas Day
14. New Years Eve ½ day

Section 23.2 For purposes of determining the pay to be given those employees paid on an hourly basis, eight (8) hours shall be determined to be a normal work day for full-time employees.

Section 23.3. Bargaining unit members shall receive, in the pay period during which a holiday falls, their regular rate of pay and in addition thereto shall receive an additional pay for the holiday with such pay to be based upon the employee's regular rate of pay with payment to be made on the 15th day of July for those holidays which fall between the period of December 15 to June 15 of each year, and on the 15th day of December for those holidays that fall between the period of June 16 through December 14 of each year. Such additional pay shall be paid regardless of whether or not an employee works, and in the event that an employee is required to work on a holiday, such employee shall receive an additional pay on the 15th day of July or the 15th day of December for one-half time for the period that was worked. (Ord 145.11) **Employees hired after May 31st, 2013 shall not be entitled to the bi-annual holiday pay.**

Section 23.4 Any employee not reporting to work on at least one-half of his or her regularly scheduled days of work immediately before or immediately after a holiday shall forfeit any holiday pay to which the employee is entitled. This does not apply to any employee not regularly scheduled for work on those turns immediately preceding or following the holidays, or to any employee missing work because of a prior injury or extended illness.

Section 23.5 An employee who is on vacation during the pay period during which a holiday falls shall be paid in accordance with Section 23.3, regardless of the fact that the employee was on vacation.

Section 23.6 In the event that any of the holidays enumerated in this section fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays declared in this section fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 23.7. All full-time employees covered by this Agreement who have less than three (3) years of service shall receive time off with pay for two (2) personal days, employees who have three (3) years of service shall receive time off with pay for three (3) personal days and all employees who have four (4) or more years of service shall receive time off with pay for four (4) days, to be taken at the employee's option. Requests for personal days must be submitted seven (7) days prior to the requested day, this time requirement may be waived by the Chief of Police or his designee. All personal days must be used prior to January 1st of the next year. The use of such time cannot be

scheduled in a manner to generate any overtime and approval is at the discretion of the Chief of Police or his designee.

Section 23.8. Newly hired employees may take personal days on a pro-rata basis.

ARTICLE 24

COURT TIME

Section 24.1. Court pay shall be a minimum of **three (3)** hours for call out of overtime. Any time in addition to that on the same day appearance shall be at time and one half.

ARTICLE 25

COLLEGE EDUCATION

Section 25.1. For each member of the Police Department who has received an Associate Degree from an accredited college or junior college in the field of criminal justice or law enforcement, shall receive an increase in salary commencing on the first day of the month following the awarding of the degree in the amount of One Hundred Dollars (\$100.00) per month.

Section 25.2. For each member of the Police Department who has received a Bachelor's Degree from an accredited college, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such degree in the amount of Two Hundred Dollars (\$200.00) per month.

Section 25.3. For each member of the Police Department who has received a Master's Degree from an accredited college, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such degree in the amount of Four Hundred (\$400.00) per month.

Section 25.4. For each member of the Police Department who is certified as a B.L.S. – C.P.R. Instructor, such member shall receive an increase in salary commencing on the 1st day of the month following the awarding of such certification in the amount of Twenty-Five Dollars (\$25.00) per month.

Section 25.5. Employees hired after 6-1-99 shall not be eligible for the above benefits.

ARTICLE 26

CLOTHING ALLOWANCE

Section 26.1. Each bargaining unit member shall be entitled to a clothing allowance, as follows, payable in the first pay period of January, of each year.

Effective 1-1-07	\$490.00
Effective 1-1-08	\$490.00
Effective 1-1-09	\$490.00

Section 26.2. The aforesaid clothing allowance shall be prorated for any member of the Police Department who retires in any given year.

ARTICLE 27

BEREAVEMENT LEAVE

Section 27.1. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay, from the day of the death until the day after the funeral, but not more than a total of three (3) days.

Section 27.2. Immediate family is defined as:

- a. Spouse;
- b. Child;
- c. Mother/Father;
- d. Sister/Brother;
- e. Brother/Sister-In-Law
- f. Mother/Father-In-Law.
- g. Grandparents
- h. Grandchildren
- i. Stepchildren of employee and spouse

ARTICLE 28

HOSPITALIZATION

Section 28.1. The City shall continue to pay, at its sole expense, the insurance premium for all hospitalization and medical benefits now enjoyed by each member of the Police Department.

Section 28.2. The City, however, may modify the method of payment of the premium or the type of the policy as a cost-saving measure and in doing so may eliminate benefits to certain member, provided said members do not need such benefits.

Section 28.3. It is the intent of this provision that no member of the Police Department shall receive hospitalization or medical benefits less than presently provided and needed.

Section 28.4 The provisions of this Article are amended and supplemented by an executed Memorandum of Understanding negotiated during the 2002 negotiations which is attached hereto and marked as "Attachment A".

ARTICLE 29

SPECIAL ON-THE-JOB INJURY LEAVE

Section 29.1. Such injury on duty pay maybe subject to a sixty (60) day limitation based on the nature and extent of the injury.

Section 29.2. Injury on duty pay shall be limited to those injuries incurred as a result of responding to an emergency or any other hazardous duty consistent with that of being a police officer.

Section 29.3. Injury on duty pay shall be paid only when such police officer is so totally disabled that such police officer is then and there not able to perform any duties as a police officer.

Section 29.4. When such injured police officer has filed an application for Workman's Compensation, which such application has: (1) not been disallowed; and, (2) been pending for more than thirty (30) days, then the City will continue to pay such police officer in wages an amount equal to the rate then and there allowed by Workman's Compensation. If, however, such claim for temporary total disability for Workman's Compensation be ultimately disallowed, then the City shall be reimbursed all injury on duty pay so advanced, which such reimbursement shall be withheld from the pay of such police officer.

Section 29.5 Any monies paid by the City to the police officer pursuant to this article shall be reimbursed to the City by such police officer in the same amount received by such police officer from the Ohio Bureau of Workers Compensation for such relevant period of time.

ARTICLE 30

LIFE INSURANCE

Section 30.1. The City, at its sole expense, shall provide life insurance and accidental death and dismemberment insurance to each police officer in the face value of Fifty Thousand Dollars (\$50,000.00).

ARTICLE 31

SEVERABILITY

Section 31.1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 31.2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision, in accord with O.R.C. 4117.

Section 31.3. Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Steubenville, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- a. time limits for the Employer or the F.O.P. replies on grievances, and
- b. all work rules and/or agreements and practices relating to the assignment of all employees.

Section 32.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 32.3. An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency but in any event after a period of no longer than ten (10) days.

ARTICLE 33

PREVAILING RIGHTS

Section 33.01 Unless specifically modified or changed herein, all benefits, whether monetary or otherwise conferred by ordinance or law, presently enjoyed by the parties to this Agreement shall not be changed or modified.

ARTICLE 34

DURATION OF AGREEMENT

Section 34.1. This Agreement shall be effective as of **June 1, 2013**, and shall remain in full force and effect until **December 31, 2014**, unless otherwise terminated as provided herein.

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt requested.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STEUBENVILLE, OHIO, AND FRATERNAL ORDER OF POLICE, LODGE NO. 1.

This Agreement is entered into between the City of Steubenville, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Fort Steuben Lodge No. 1, hereinafter referred to as the "Union."

WHEREAS, the parties to this memorandum recognize the need to contain and manage escalating health care costs.

WHEREAS, in an effort to provide the City with an opportunity to maintain the highest possible level of health care benefits and coverage to the Union, both parties mutually agree to amend and supplement Article 28 as follows:

- (1) That upon the City negotiating the same Memorandum of Understanding with its other bargaining units, during the term of this labor Agreement, a Citywide Health Care Cost Containment Committee shall be established. This committee shall consist of five (5) members. Three (3) of such members shall be union representatives, one (1) from each of the City's three (3) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The remaining two (2) members of this committee shall consist of the City Manager and the Finance Director or their designees.
- (2) This committee, called the Citywide Health Care Cost Containment Committee, hereinafter referred to as the "Committee," shall meet at least four (4) times a year. The City Manager shall serve as its Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the five members shall have one vote, and, that a majority vote will be controlling. These rules and regulations may include provisions providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.
- (3) The calendar year ending immediately before the establishment of the Committee (2003) shall be considered the initial base year for the purpose of determining health care cost economic data. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not be limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care). The final determination as to the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee.

- (4) In the event that overall cost of health care increases from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the City and the bargaining unit member on a 75-25% basis, respectively. However, in no event shall the bargaining unit members share exceed \$20.00 per month during the term of this agreement.

FOR THE EMPLOYER

FOR THE UNION

Date: _____

Date: _____

REQUIRED DRUG TESTING

- A. Post Offer – Pre-Employment Testing
- B. Reasonable Suspicion Testing – Occurs when management has reason to suspect violation of Drug Policy:
- (1) Observed behavior.
 - (2) Pattern of abnormal conduct.
 - (3) Arrest or conviction of drug-related offense, identification of an employee as the focus of a criminal drug investigation, conviction of any drug-related offense (The employee is responsible for notification to the City within five (5) working days.)
 - (4) Information provided by either a reliable and credible source regarding an employee's substance use.
 - (5) Newly discovered evidence that an employee has tampered with previous drug or alcohol test.
- C. Post Accident Testing
- (1) Anyone involved in an accident that results in a fatality.
 - (2) Bodily injury requiring off-site medical attention.
 - (3) Vehicular damage in apparent excess of \$1500.00.
 - (4) Non-vehicular damage to equipment and/or property in apparent excess of \$1000.00.
- D. Random Testing
- (1) Employees are selected by computer program.
 - (2) The percentage of employees tested is determined by the Bureau of Workman's Compensation (BWC) Drug Free Workplace.
 - (3) Ten percent (10%) is required by BWC to qualify for Level 2 of Drug Free Workplace. Level 2 will result in a fifteen percent (15%) discount in BWC premiums (1st and 2nd year of program).
 - (4) Twenty-five percent (25%) of work force must be random tested to qualify for Level 3 of Drug Free Workplace. Level 3 will result in a twenty percent (20%) discount of BWC premium (3rd year of program).
 - (5) Safety sensitive positions are required by BWC to be random tested. Safety sensitive positions to be determined by the City Manager.
 - (6) The City may also require other positions to be tested.
 - (7) All samples will be collected by Trinity Work Care.
 - (8) All samples will be processed by a professional lab.
 - (9) The Medical Review Officer is Dr. Wilson of Trinity Work Care.

E. Follow-up Assessment and/or Treatment

A minimum of four (4) tests in first year from the date of return to duty. No set maximum.

F. Discipline Upon Failure

(1) First (1st) Offense

- **May result in** Three (3) days off without pay.
- **May result in** Mandatory drug/alcohol counseling on employee's own time and cannot use sick leave.
- A minimum of four (4) tests during the year following employee's return to work (no maximum).
- **The use of illegal drugs or hemp products of any kind may result in immediate dismissal.**

(2) Second Offense (Within One Year)
Dismissal

G. Testing

Substances tested for any acceptable limits will be determined pursuant to the BWC's 10-step business plan as published.

Transitional Work Program Policy, Procedure and Eligibility

Mission Statement: The management and non-management representatives of The City of Steubenville will work together to develop a program designed to allow employees who have temporary work limitations due to an accident, injury or illness to return to work while they complete their recovery. The program will provide suitable temporary work assignments during the period of time that the employee completes the recovery process.

Objective: To develop, implement and monitor a program designed to reduce the financial and emotional impact of a disability upon the employee, improve safety awareness, reduce the number of lost time hours, and control the cost and duration of the claim, while maintaining a high level of quality public service.

Eligibility for Participation: Employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. The following stipulations also apply.

- A. Employees have an injury, accident, illness or an aggravation of a previously allowed condition occurring on or after the implementation date of this program.
- B. Employees must be released by their attending physician to participate in a Transitional Work Program.
- C. Employees have the potential of returning to their original job and performing the essential job functions after recovery.

ADA: Employees participating in this program have temporary work restrictions and do not meet the criteria for consideration or application of the rules and regulations established by the 1990 Americans With Disabilities Act.

Work Provisions While In A Transitional Work Program:

- A. Employees will return to work into temporary work assignment or a modified job that will include as many of their normal work activities as possible and are within their restrictions. As recovery progresses, and in compliance with their doctor's restrictions, their normal work activities will be added so that within ninety days (90) they will be performing most or all of their essential job functions.
- B. Employees in a temporary work assignment may be assigned to perform any work activities that are within their work restrictions.
- C. Employees participating in a Transitional Work Program will be excluded from working overtime with the exception of temporary operational needs.
- D. Employees participating in a Transitional Work Program during their Probationary Period will have their first performance evaluation extended for a period equal to the number of days / weeks that they participated in a transitional work program.
- E. Employees who are injured at work may return to work under a gradual return to work but must be participating in a Bureau of Workers' Compensation, Rehabilitation Program. The City will pay the actual hours worked and the employee will be reimbursed through BWC for non-worked hours.
- F. Annual Performance Evaluations will be deferred until the completion of the transitional work program.

TWP Participation And Termination: Programs may be terminated due to lack of medical necessity, lack of progress, or a change in the employee's medical/psychological condition.

Duration And Evaluation: The duration of each Transitional Work assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. Participants are notified via the Participation Agreement that they are required to see or contact their physician every two weeks to obtain revised restrictions. All participants will have their case reviewed by their supervisor or management appointee on an as needed or biweekly basis. Individual programs will be evaluated to determine the need for continuation, the need for modification, termination due to lack of progress related to a delayed recovery, or termination due to lack of participation.

Personnel Policies and Procedure: Participants in the transitional work program will comply with all existing collective bargaining agreements, personnel policies, procedures, and safe work practices outlined in the City of Steubenville Safety Policy Manual, the AFSCME Local 2015 Contract, the FOP Lodge #1 Contract, and the Fire Fighters Local 228 IAFF Contract. Employees are required to follow all established call-off and injury reporting policies and procedures as outlined in the Collective Bargaining Agreements.

Dispute Resolution: Non-union employees will follow the established grievance procedure, as per past practice. AFSCME members will follow the grievance procedure as outlined in Article X; FOP members will follow the grievance procedure as outlined in Article 8; and IAFF members will follow the grievance procedure as outlined in Article 34. The procedures outline specific steps that will be utilized to resolve any disputes related to the Transitional Work program. Disputes related to medical treatment for workers' compensation claims will follow the dispute resolution process through the Managed Care Organization. The Bureau of Workers' Compensation and the Industrial Commission will address disputes related to compensation issues.

Work Restrictions: The employee, their supervisor and a representative from the transitional work committee (if available) will sign a Participation Agreement prior to the implementation of a Transitional Work Program. The agreement will acknowledge

City of Steubenville

Transitional Work Program Policy, Procedure and Eligibility, continued

the work restrictions provided by the employee's attending physician. All signing parties agree that they will abide by the terms of the agreement.

Rate of Pay and Release Time: The employee will be:

- Paid at their normal rate of pay while participating in a transitional work program.
- Considered to be in an active pay status for accrual of benefits.
- Employees who are required to attend physical therapy or physician appointments should schedule those appointments on non-working hours. On site physical therapy

services (if appropriate) may be provided and will be considered on a case-by-case basis.

Gradual Return to Work: Employees who are capable of working a minimum of twenty hours or more per week will be considered for participation in a Gradual Return To Work program. The employee must meet BWC Gradual Return to Work eligibility, which includes having their attending physician prescribe an increase in the number of working hours on at least a bi-weekly basis. The employee should be capable of performing all of their normal duties.

Temporary Work Assignment: Work assignments will follow the hierarchy below:

- Original work assignment and shift with duty modification.
- Original work activity at different location and/or shift.
- Different work activity, same shift.
- Different work activity, different shift.

Every effort will be made to maintain the employee's normal work schedule but management reserves the right to make work assignments that are within the injured worker's physical restrictions, based upon the City and Department's operational needs.

Transitional Work Committee Composition: The committee will include a management representative, a labor representative, the work location supervisor and the injured worker.

Committee Responsibilities: The committee designee, the employee's supervisor, and the injured worker will share responsibility for determining suitable temporary work assignments based upon the physical limitations provided by the employee's physician of record. The Transitional Work labor representative may assist in determining temporary work assignment. No confidential medical information/documentation will be provided to the committee. The committee will receive information and/or documentation pertaining to the person's physical limitations. The committee will review applicable cases every two weeks. The review will determine the need for

City of Steubenville

Transitional Work Program Policy, Procedure and Eligibility, continued

continuation or termination of a program. The employee and supervisor will complete the Participation Agreement at the beginning of the program. They will also complete the Progress Report form every 2 weeks. Copies of the completed forms will be forwarded to the management representative. The management representative will determine temporary work assignments for any non-union, administrative employees.

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and signed by their respective designated officers on the _____ day of _____, 2013.

CITY OF STEUBENVILLE, OHIO

FRATERNAL ORDER OF POLICE
LODGE NO. 1
STEUBENVILLE, OHIO



S. Gary Repella

Approved AS TO FORM





Harlem S. Choccy



