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K30183
11/27/2013

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

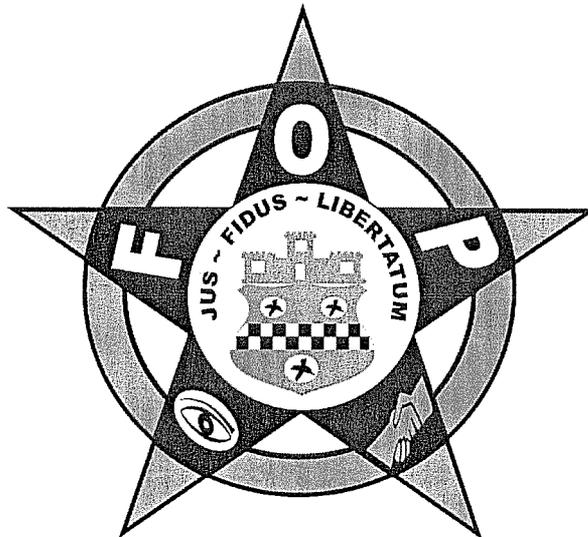
CITY OF TORONTO

**PATROL OFFICERS, CAPTAINS
AND SERGEANTS**

AND THE

THE FRATERNAL ORDER OF POLICE,

FORT STEUBEN LODGE NO. 1



NOVEMBER 1, ~~2010~~ 2013 TO OCTOBER 31, ~~2013~~ 2016

**~~SERB CASE NO. 11-MED-02-1048~~
SERB CASE NO. 2013-MED-07-0809**

TABLE OF CONTENTS

| <u>Article</u> | <u>Page</u> |
|---|-------------|
| Preface | 1 |
| Article 1 Recognition..... | 1 |
| Article 2 Term | 1 |
| Article 3 Dues Deduction | 1 |
| Article 4 Wages | 2 |
| Article 5 Clothing Allowance..... | 3 |
| Article 6 Life Insurance | 3 |
| Article 7 Grievance Procedure | 4 |
| Article 8 Paid Personal Days | 9 |
| Article 9 Hours of Work, Callback and Overtime..... | 9 |
| Article 10 Previous Benefits..... | 10 |
| Article 11 F.O.P. Time | 10 |
| Article 12 Vacation..... | 10 |
| Article 13 Internal Investigation..... | 11 |
| Article 14 Personnel Files..... | 13 |
| Article 15 Disciplinary Action | 14 |
| Article 16 Management Rights..... | 16 |
| Article 17 Working out of Classification | 17 |
| Article 18 Expense Reimbursement | 17 |
| Article 19 Rules and Regulations | 17 |
| Article 20 Retirement and Severance Pay | 18 |
| Article 21 Safety and Health | 18 |
| Article 22 Extra Duty - Special Duty | 18 |
| Article 23 Patrol Safety | 18 |
| Article 24 Seniority | 20 |
| Article 25 Holidays..... | 21 |
| Article 26 Hospitalization..... | 21 |
| Article 27 Cruiser Restriction..... | 22 |
| Article 28 Hazardous Duty Pay | 22 |
| Article 29 Sick and Bereavement Leave | 22 |
| Article 30 Me Too Clause | 22 |
| Article 31 Alternative Dispute Resolution | 23 |
| Execution and Signature Page | 24 |

PREFACE

This contract is concluded and finally executed in the City of Toronto, County of Jefferson, on the 29th day of Oct, 2013, by and between the City of Toronto, Ohio, hereinafter called City, and the Fraternal Order of Police, Ft. Steuben Lodge No. 1, hereinafter called Union.

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, employees of the bargaining unit, and the Union for the public interest, establishment of an equitable and peaceful procedure for the resolution of differences, and to protect the public interest by assuring the orderly operations of the City.

ARTICLE 1 RECOGNITION

The Fraternal Order of Police is hereby recognized as the exclusive bargaining agent for the bargaining unit of patrol officers and the bargaining unit of Captains and Sergeants in the Toronto Police Department, excluding the Chief of Police as certified by the State Employment Relations Board.

ARTICLE 2 TERM

This contract shall run from November 1, 2013, through October 31, 2016.

ARTICLE 3 DUES DEDUCTION

- A. Dues Deduction for Fraternal Order of Police, Lodge No. 1. The City agrees to deduct from the wages of any employee who is a member of the Union all membership dues uniformly required. As needed, the Union will notify the City of all dues and fair share fees and its current membership roster.
- B. Fair Share Fee. All members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Lodge No. 1 or, as a condition of continued employment, remit to the Union a fair share fee in an amount set by the Union, in accordance with the provisions of the Ohio Revised Code Section 4117.09(C) and all applicable requirements placed upon the Union by the courts. This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Union. Nothing in this section shall be construed to require any employee to become a member of the Lodge No. 1.
- C. Payment of Dues Deduction and Fair Share Fees. All dues and fair share fees collected shall be paid by the City once each month to the Fraternal Order of Police. The City will not charge a fee for any service in connection with complying with this article.
- D. Hold Harmless. Fort Steuben Lodge No. 1 agrees to hold the City harmless as the result of the application of this article.

ARTICLE 4
WAGES

A. Effective upon execution of the agreement, the regular wage for all members of the Union shall be as follows:

| % Increase | Current | HR Rate | 11/1/2013 | HR Rate | 11/1/20114 | HR Rate | 11/1/2015 | HR Rate |
|-------------------|----------------|----------------|------------------|----------------|-------------------|----------------|------------------|----------------|
| | | | 3% | | 1% | | 1% | |
| Patrol | 34,969.56 | 15.97 | | 16.44 | | 16.61 | | 16.77 |
| Sergeant | 36,313.41 | 16.58 | | 17.08 | | 17.25 | | 17.42 |
| Captain | 37,657.27 | 17.20 | | 17.71 | | 17.89 | | 18.07 |

B. New Hires. An employee serving in his/her first two (2) years of service shall receive seventy-seven percent (77%) of the base wage of a Patrolman. Beginning with the third (3rd) year of service, a Patrolman shall receive eighty-one percent (81%) of the base wage of a Patrolman. Beginning with the fourth (4th) year of service, a Patrolman shall receive ninety percent (90%) of the base wage of a Patrolman. Beginning with the sixth (6th) year of service, a Patrolman shall be paid one hundred percent (100%) of the wages provided for in this article.

Upon completion of a probationary period, the Employer, based on the concurrence from the Mayor, the Police Chief, and the Safety Director may move forward an employee in the step schedules for prior experience and efficiency of service. Employees must request the adjustment following completion of the probationary period. The Employer shall notify the employee of the outcome of the request within forty-five (45) days of the request. Such request is not subject to the grievance procedure.

C. Schooling Credits.

1. When authorized by the Director of Public Safety, Police Officers of the City of Toronto shall attend authorized training courses in police work.
2. Any Police Officer who successfully completes authorized training courses in excess of the three hundred (300) hours required by the Ohio Peace Officer Training Program (O.R.C. 109.71 to 109.79) shall receive the following additional wages.
 - a. For every ten (10) hours of training school completed, ten dollars (\$10.00) per month in wages.
 - b. No more than thirty (30) hours of training school credit will be allowed in any one calendar year for wage increase calculations.
 - c. No credit shall be counted for any training course successfully completed more than five (5) years previously, except that wages previously earned

for schooling credits by any member of the bargaining unit under prior contracts shall be retained.

- d. No credit shall be given for the hours of training required to earn a certificate from the Executive Director of the Peace Officer Training Program.
 - e. Wage rate credits previously earned for schooling credit will be retained for the purpose of wage increase calculations.
 - f. To qualify for additional wages, the employee must submit documentation showing the successful completion of the indicated training school.
- D. After the effective date of this agreement, in the event that the City of Toronto enters into a collective bargaining agreement with another union providing for wage increases greater than provided for herein, the wage increases provided for by this contract shall be adjusted to match those provided for the members of the other union.
- E. The City shall adopt a twenty-six (26) pay periods a year if and when all other bargaining units of city workers agree to this same system of pay periods.
- F. Bargaining unit employees shall receive longevity pay of two dollars (\$2.00) per month for every year of service completed with the City of Toronto Police Department.

ARTICLE 5 **CLOTHING ALLOWANCE**

The annual clothing allowance shall be eight hundred dollars (\$800.00) per employee. All protective clothing and necessary equipment required by employees to perform their jobs shall be furnished without cost by the City. All uniforms required by employees shall be furnished without cost by the City at the commencement of employment. Thereafter, each employee shall be responsible for his/her own uniforms. Employees shall be paid the eight hundred dollars (\$800.00) paid in one lump sum check on February 15 of each year.

ARTICLE 6 **LIFE INSURANCE**

The Employer agrees to contribute one hundred percent (100%) of the cost of a group life insurance policy for each employee. The amount of the coverage of this policy shall be fifteen thousand dollars (\$15,000.00) per employee.

ARTICLE 7 **GRIEVANCE PROCEDURE**

- A. Purpose. The City and the F.O.P. recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial, and fair processing of their grievances. The procedure shall be available to all bargaining unit

employees and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances. It is the intent and purpose of the parties that all grievances shall be settled, if possible, at the lowest possible step of this procedure.

B. Definitions.

1. A grievance is a dispute between the City and members of the bargaining unit concerning an alleged violation, misinterpretation, or misapplication of a specific article(s) or section(s) of this Agreement.
2. Disciplinary grievance refers to a grievance involving a verbal reprimand, written reprimand, suspension, removal or a reduction in pay and/or position. Grievances concerning suspensions, removals, or reductions in pay and/or position shall be initiated at the first step of the grievance procedure.
3. "Day," as used in this article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday, or a legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
4. An F.O.P. Representative is an associate, alternate, officer, or staff representative.

C. Probationary Employees. Initial probationary employees shall not have access to the grievance procedure to contest disciplinary actions.

D. Grievant. A grievance may be initiated by any bargaining unit member who believes himself/herself to be aggrieved. When a group of bargaining unit members desires to file a grievance involving more than one member in the same manner, the grievance may be filed by the F.O.P. provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation "et al." Class grievances shall be filed within thirty (30) days of the date on which any of the like affected employees knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the second step of the grievance procedure.

E. Administration. The following procedures shall apply to the administration of all grievances:

1. Except at Step 1, all grievances shall be in writing and include the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, if known to the grievant; the identity of the party responsible for causing said grievance, if known to the grievant; a general

statement of the nature of the grievance; and the redress or remedy sought by the grievant.

2. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative.
3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the matter informally adjusted, provided said adjustment is not inconsistent with the terms of this agreement. In the event the grievance is adjusted without formal determination, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the F.O.P. in future proceedings and the F.O.P. shall be informed of all such adjustments.
4. At each step of the procedure outlined in Section (F) of this article, F.O.P. representatives shall attend all meetings. It is expected that in the usual grievance these plus the Employer representative will be the only persons in attendance. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives or witnesses not specifically designated be in attendance. Therefore, it is intended that with advance agreement either party may bring additional representatives or witnesses to any meeting.
5. The time limits provided herein will be strictly adhered to and any grievances not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement unless either party is unable to comply because of illness, disability, or vacation. In such a case an automatic extension of seven (7) days shall be granted upon written notice to the other party.
6. When a decision has been accepted by the appropriate parties at any step of this grievance procedure, it shall be final.

F. Procedure. The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data, and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedure for handling grievances:

Step 1 - Chief of Police

An employee having a complaint shall first attempt to resolve it informally with the Chief of Police at the time of the incident giving rise to the grievance. At this step, the grievant may have an F.O.P. representative present to represent him/her. If the employee is not

satisfied with the result of this informal meeting or the Chief will not have a meeting, the employee may pursue the steps which follow.

Step 2 -Safety Director

A grievant who is not satisfied with the response of the Chief of Police at Step 1 may request a Step 2 hearing. A grievant having a grievance shall present it to the Safety Director within thirty (30) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.

The grievance at this step shall be submitted in writing using an agreed upon form available at the Police Department. The Safety Director shall indicate the date and time of his/her receipt on the form.

Within five (5) days of the Safety Director's receipt of the written grievance, he/she shall schedule a meeting with the grievant to discuss the grievance. An F.O.P. representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by the grievant.

The Safety Director shall respond to the grievance by writing his/her answer on the grievance form and returning a copy to the grievant and a copy to the F.O.P. within ten (10) days of the meeting required above. Meetings shall be held at the work place during the grievant's regularly scheduled shift.

Step 3 -Mayor

If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within ten (10) days of the date of receipt of the decision. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and his/her F.O.P. representative. The Mayor or his designee shall issue a written decision to the employee and his/her F.O.P. representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to Step 4.

Step 4 -Arbitration

If the F.O.P. is not satisfied with the answer at Step 3, it may submit the grievance to arbitration under the provision of Section (G) of this article, by written notice to arbitrate within twenty (20) days after receipt of the Step 3 decision.

G. Arbitration

1. Arbitrator

Arbitrators shall be selected by requesting a list of seven (7) names from the Federal Mediation and conciliation service. Either party may request this list. When the list is received, the parties shall select the arbitrator by alternately striking names from the list until only one name remains on the list. The name of

the arbitrator left on the list shall be the one to hear the grievance. A flip of a coin shall determine which party shall strike first.

2. Rules

Rules applicable to this article shall be based, insofar as is practical, on the Voluntary Rules of the American Arbitration Association.

3. Witnesses

An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required. Any request made by either party for the attendance of witnesses shall be made in good faith. At no time shall the number of employees in attendance exceed three (3). This section shall in no way limit the number of witnesses that may testify.

4. Expenses

- a. All fees and expenses of the arbitrator will be equally divided between the parties.
- b. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties.
- c. All other costs incurred by the parties will be paid by the party incurring the costs.

5. Decisions of the Arbitrator

The arbitrator shall render his/her decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall submit an account for the fees and expenses of arbitration. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the F.O.P. and the employee(s) involved.

6. Limitations of the Arbitrator

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

However, either party may require that the arbitrator retain jurisdiction of a specific case for a period not to exceed sixty (60) days to resolve disputes that may arise in interpreting his/her decision so that it will not be necessary to resort to litigation.

7. Subpoena

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of Ohio Revised Code. Upon receiving a request to issue a subpoena, the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena.

8. Disciplinary Arbitration

Unless mutually agreed otherwise, disciplinary arbitrations shall be held within thirty (30) calendar days of receipt of the written notice to arbitrate as specified in Step 4 above.

H. Miscellaneous

1. The grievant, or the F.O.P. representative and management, may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedure may be skipped by mutual consent, written and signed by both parties.
2. The grievant and the associate shall be allowed time off with pay at the regular rate from regular duties to attend scheduled meetings under the grievance procedure.
3. Employees shall have the right of F.O.P. representation upon request at each step of the grievance procedure. The F.O.P. shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this article.
4. By mutual consent, the parties may alter any of the procedures set forth in this article.
5. At any step in this grievance procedure, the F.O.P. shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the F.O.P., such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the F.O.P.

ARTICLE 8
PAID PERSONAL DAYS

Each employee in the bargaining unit shall become entitled to three (3) paid personal days of leave per year with no loss of pay, vacation time, or sick leave. Paid personal days may be taken at each employee's discretion.

ARTICLE 9
HOURS OF WORK, CALLBACK AND OVERTIME

- A. Hours of Work. The City shall have the right to schedule all tours of duty for the police force work period. Said work period shall consist of fourteen (14) twelve (12) hour shifts for a total of one hundred sixty-eight (168) hours in a cycle of twenty-eight (28) days. All hours worked in excess of twelve (12) per day shall be paid as overtime hours.
- B. Overtime. The overtime rate shall equal one and one-half (1 1/2) times an employee's total hourly rate of pay except for holidays when the rate shall equal two and one half (2 1/2) times the total hourly rate for each hour actually worked. Prescheduled overtime opportunities shall be rotated equally among all employees. In no event will an employee receive the holiday premium under this article and the holiday bonus pay under Article 25 for the same holiday.
- C. Trading Time. The practice of trading time among the members of the police force shall be permitted so long as such trading of time does not create an overtime situation, does not otherwise interfere with the efficient and economical operation of the police force, and does not effect the safety of the City. The City will not be required to pay working out of classification pay as provided in Article 17 as the result of any trade.
- D. Call Back. Employees who must appear in court during regularly scheduled time off shall be paid in active pay status for time actually worked, but in any event, a minimum of three (3) hours. Employees "called back" to work shall be paid a minimum of one (1) hour's pay. Employees "called back" to work as a result of a Prisoner Transport shall be paid one (1) hour's pay or actual time worked, whichever is greater.
- E. Active Pay Status. Active pay status shall include all hours for which an employee is paid including but not limited to sick leave, vacation, disability, and funeral leave. To determine the hourly rate of pay, an employee's annual salary shall be divided by 2,190 hours.
- F. Overtime Scheduling. The City may not change an employee's regularly scheduled shift to avoid the payment of overtime.
- G. Compensatory Time Balances. It is hereby agreed that any and all compensatory time earned, accrued, and/or credited to any and all of the employees prior to January 1, 1990, is hereby forfeited.

ARTICLE 10
PREVIOUS BENEFITS

Unless specifically modified or changed herein, all benefits, whether monetary or otherwise, presently enjoyed by the members of the Union, shall not be changed nor modified.

ARTICLE 11
F.O.P. TIME

This article shall govern the use of paid time by employees acting as Union representatives.

A. Associates

1. The Union shall designate one employee member to act as an Associate and one employee member to act as an alternate. The Associate is a Union steward as that term is generally used. The alternate shall have the right to stand in for the Associate with all the same rights, benefits, and duties.
2. The Associate shall investigate and process grievances for employees, represent employees as provided for in the grievance procedure, and consult with professionals retained by the Union on paid time. During such time, the Associate shall continue to be paid at his or her regular rate and to receive all fringe benefits, seniority accrual, and other benefits.
3. The Associate must notify the Chief of Police when leaving his or her work assignment to carry out duties in connection with this article. Paid time shall not be unreasonably denied.
4. If it should become necessary to deny paid time in connection with the investigation or processing of a grievance, the time provided in the grievance procedure for action to be taken by the Union will automatically be extended, by adding one (1) day to the time limits contained within the grievance procedure for each day the Associate is denied time to investigate or process the grievance.

B. Union Negotiating Committee. The Bargaining Committee shall consist of three (3) bargaining unit employees.

ARTICLE 12
VACATION

The provisions currently in effect providing for vacation and City ordinances regulating vacation shall continue to apply to members of the bargaining unit except:

1. Employees shall start to earn vacation allowance as of the first date of employment with the Employer.

2. An employee must have completed one (1) year of employment prior to using any vacation.
3. Only one officer in the Police Department bargaining units may use his or her vacation at any one time. This restriction does not apply to time used in accordance with paragraph (6) below.
4. Employees may lock in their vacation selections by March 1 of each year. Where requested vacations conflict, conflicts shall be resolved by seniority.
5. Vacations requested after March 1 of the year; subject to paragraph three (3) above, may be allowed on a first requested, first approved basis.
6. One (1) week each year of each employee's vacation time may be used one day at a time.
7. An employee shall have the option of taking three (3) weeks pay in lieu of regular vacation time off. The City shall pay for the first two (2) weeks taken in lieu of at the time and one-half (1 1/2) overtime rate. The City shall pay for the third week taken in lieu of at the straight time rate. If the employee elects to exercise this option, he/she must take all three weeks in pay.
8. Vacation may be accrued up to a maximum of the amount which an employee is permitted to accrue in three (3) years.
9. Vacation shall accrue in accordance with the following schedule:

| <u>Length Of Service</u> | <u>Accrual Rate Per Year</u> |
|--------------------------|------------------------------|
| Less Than 1 Year | 1 Week |
| 1 Year or More | 2 Weeks |
| 4 Years or More | 3 Weeks |
| 6 Years or More | 4 Weeks |
| 11 Years or More | 5 Weeks |
| 16 Years or More | 6 Weeks |

ARTICLE 13
INTERNAL INVESTIGATION

The following requirements shall apply to all investigations of employees undertaken by the City.

- A. Employee Rights
 1. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee shall be informed, prior to the interview, of the nature of the investigation and whether the employee is the subject of the investigation or a witness in the investigation.

2. The City shall conduct all interviews of an employee under investigation during the employee's regularly scheduled working hours. Employees will be in paid status during interviews.
 3. Prior to an interview or questioning which might lead to disciplinary action, the employee shall be advised of his or her rights to Union representation. If the employee so requests, no interview or questioning will occur until the employee has secured such representation.
 4. An employee who is to be interviewed, questioned, or tested concerning his or her performance or fitness for duty shall be informed that the interview, questioning, or test is part of an official investigation and that the employee is subject to disciplinary action, including dismissal, for failing to cooperate or answer the questions. The employee will be advised that the results or the answers given may not be used against him or her in criminal proceedings.
 5. If at any time during the investigation it is believed the employee has knowledge of, or has participated in, any act which violates the criminal laws of the United States, the State of Ohio or any of its political subdivisions, the employee shall be advised of and afforded all constitutional and other legal rights applicable.
 6. All interviewing, questioning or testing shall be done in a professional manner, with questions posed by one investigator at a time. No threats or promises will be made to induce an answer to a question. Reasonable breaks for necessities will be permitted and questioning will not exceed fifty (50) minutes without a ten (10) minute break.
 7. If a tape recording or transcript of any interview or questioning is to be made, the Employer shall advise the employee or his representative of such recording or transcription prior to the start of the interview or questioning. A copy of the tape recording or transcript will be provided upon request.
- B. Chemical Or Mechanical Tests. Chemical or mechanical tests may be administered to any employee to determine his or her fitness for duty when there is probable cause to believe the employee may be unfit for duty.
- C. Line Up. Employees may not be required to stand in a line-up.
- D. Polygraph Machine. The Employer shall not use a polygraph machine to investigate the truth of statements made by members.
- E. No Disciplinary Action Taken. When no disciplinary action is to be taken as a result of an investigation, the employee shall be so advised within a reasonable period of time after conclusion of the investigation.

- F. Disciplinary Action. Disciplinary action must be instituted within six (6) months of the occurrence of any chargeable act.
- G. Off-Duty Status. Disciplinary action may be taken against any employee for any illegal act committed while on or off duty. However, just cause must be present to justify all discipline.
- H. Anonymous Complaints. No disciplinary action may be brought solely as the result of anonymous complaints. No complaint may be used at an arbitration hearing for any purpose unless it is signed and made available to the Union at a reasonable time before the hearing.

ARTICLE 14
PERSONNEL FILES

- A. Inspection of Personnel Files. Employees shall have the right to inspect their personnel file upon request. Employees also have the right to provide written authorization to a representative to act for them in requesting access and reviewing their personnel file. The employee's personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order or subpoena.
- B. Number of Personnel Files and Documents. There shall be only one (1) personnel file for each employee. It shall be maintained in the personnel office of the City. A copy of all documents relating to conduct, discipline, or job performance shall be given to the employee at the time of placement of the document in the file.
- C. Inaccuracies in Documents Contained in Personnel Files. If an employee has reason to believe that there are inaccuracies in documents contained in the personnel file, he or she may write a memorandum to the Chief of Police explaining the alleged inaccuracy. If no disciplinary action is taken with regard to any document contained in the file within sixty (60) days of its placement in the file, the Chief shall remove the document from the file, at the request of the employee.
- D. Copies of Material in Personnel Files. An employee (or his or her authorized representative) shall, upon request, be given a copy of all material contained in the employee's personnel file.
- E. Removal of Disciplinary Records. Records of verbal reprimands, written reprimands, suspensions, and demotions may not be utilized by the Employer for any purpose beyond a two (2) year period measured from the date of the chargeable offense giving rise to the discipline. These records of disciplinary actions and all documents related thereto shall be removed from the employee's personnel file and destroyed subject to the restrictions of the Ohio Public Records Act.

F. Public Records Requests

1. To the extent permitted by law, the Employer shall not disclose any information contained within any personnel file without adhering to the following procedures.
2. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement and contained within files kept by the Employer, the employee involved shall be notified as soon as practicable. The Employer shall ascertain the identity of the person making such a public records request.
3. No information shall be released until the Employer has done all of the following:
 - a. The Employer shall provide the employee with an accurate summary of the requested information about the employee.
 - b. The Employer shall provide the employee with the name of the person to whom the requested information will be released.
 - c. The employee shall have at least seven (7) days before any information is released to file an objection to the release of any of the information covered by the request.
 - d. If the employee files such an objection, the Employer shall not release any information covered by the objection until it holds a hearing at which the employee may attend and present evidence and argument.
 - e. A hearing officer acceptable to the F.O.P. and the Employer shall conduct this hearing.
 - f. No information covered by the objection shall be released unless and until the hearing officer finds:
 - i. That the release of the information objected to would not violate the constitutional rights of the employee; and
 - ii. That the release of the information objected to would not physically endanger the employee, the family of the employee, or anyone else.

ARTICLE 15
DISCIPLINARY ACTION

- A. Standard. No employee shall be disciplined, reduced in pay or position, suspended, or removed except for just cause.
- B. Paid Administrative Leave. Upon written notification, an employee may be placed on administrative leave while the City investigates incidents that could lead to disciplinary

action. He or she will not lose pay, fringe benefits, or seniority while on administrative leave. Administrative leave with pay shall not be considered discipline.

C. Length of Suspensions. No suspension without pay of more than thirty (30) calendar days may be given to any employee.

D. Pre-Suspension or Pre-Termination Meeting

1. When the City proposes to initiate disciplinary action which may result in a suspension or termination, it shall schedule a pre-disciplinary meeting. The employee who is subject to the pending discipline shall be given a written notice which includes a statement of the charges, recommended disciplinary action, a summary of the evidence to be used by the City to support the charges, the date, time and place of the meeting.
2. An impartial, detached meeting officer shall be appointed by the City. This officer shall not have been involved in the incident or the investigation giving rise to the discipline and may be the Mayor or other City official.
3. This meeting shall be informal and not a substitute for the grievance and arbitration procedure. The employee may waive his or her right to have this meeting.
4. The employee may be represented at this meeting by the Union or an attorney.
5. The meeting shall be scheduled no earlier than five (5) days following the notice to the employee. The employee, or his or her representative, may make a request for continuance of up to seventy-two (72) hours. Such continuance shall not be unreasonably denied. A continuance may be longer than seventy-two (72) hours if mutually agreed to by the parties.
6. The City shall first present the reasons for the proposed disciplinary action and all the witnesses upon whom it relies to support the charges. The employee has the right to cross-examine all witnesses upon whom the City relies and to have voluntary witnesses present to offer testimony. The employee may, but is not required to, give testimony.
7. If either party makes a tape recording or transcript of the meeting, such recording or transcript shall be made available to the other party.
8. After having considered all evidence and testimony presented at the meeting, the meeting officer shall, within five (5) days of the conclusion of the meeting, submit a written recommendation to the City, the employee, and the Union.
9. The City shall render a decision to accept, reject, or modify the meeting officer's recommendations. The employee and the Union shall be notified by the City of

this decision within five (5) days of receiving it. If the meeting officer is the Mayor, the written recommendation shall also be the City's decision.

- E. Progressive Discipline. The City shall follow the principles of progressive discipline when appropriate; however, disciplinary action shall be commensurate with the offense. Disciplinary action shall include:
1. Verbal Reprimands (with appropriate notation in employee's file);
 2. Written Reprimands;
 3. Suspension of various lengths; and
 4. Demotion or Removal.

ARTICLE 16 MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the City reserves exclusively all of the inherent rights and authority to manage and operate its facilities and programs. The City's exclusive rights include but are not limited to the following:

- A. Determine the matters of inherent managerial policy such as the functions and programs of the public employer, standard of services, 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 layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission and take actions to carry out the mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Determine the location and number of facilities;
- J. Determine and manage its facilities, equipment, operations, programs and services;

- K. Determine and promulgate the standards of quality and work performance to be maintained;
- L. Take all necessary and specific action during emergency operational situations;
- M. Determine the management organization, including selection, retention, and promotion to positions not within the scope of this Agreement.

ARTICLE 17
WORKING OUT OF CLASSIFICATION

An employee who is required to accept the responsibilities and/or carry out the duties of a position or rank above that which he or she normally holds, shall be paid at the rate of the employee who he or she is replacing for all time spent doing the job with the higher rank.

ARTICLE 18
EXPENSE REIMBURSEMENT

- A. Mileage Allowance. Employees required to use their private automobiles for Police Department business shall be compensated at the rate per mile approved from year to year by the IRS.
- B. Meals and Lodging. Employees shall be reimbursed upon presentation of receipts for the claimed expense of the following amounts for lodging and meals when traveling for Police Department business:
 - 1. Lodging not to exceed actual rate per day per single subject to the prior approval of the Safety Director.
 - 2. Meals not to exceed twenty five dollars (\$25.00) per day.

ARTICLE 19
RULES AND REGULATIONS

The Union agrees that its members shall comply with all Police Department Rules and Regulations, including those relating to conduct and work performance. The City agrees that Departmental Rules and Regulations, which affect working conditions and performance, shall be subject to the grievance procedure.

- A. Update of Rules and Regulations. The City and the three (3) representatives of the Union shall sit as a committee to update the Police Department Rules and Regulations. This will be accomplished through mutual consent during the term of this Agreement.
- B. Arbitration. If mutual consent cannot be achieved, differences shall be subject to Article 7 of this collective bargaining agreement.

ARTICLE 20
RETIREMENT AND SEVERANCE PAY

- A. Members of the Bargaining Unit shall receive severance and retirement pay at completion of service, on retirement, or disability. The amount of this pay shall be regular day's pay for each year of service.
- B. In accordance with the current practice, members of the bargaining unit shall be paid for all unused, accrued vacation upon the termination date of their service with the City. Additionally, upon the termination date of their service with the City, members of the bargaining unit shall be paid for one-half (1/2) of all accrued sick leave at the straight time rate.
- C. An employee who retires when he/she has at least twenty-five (25) years of service in his/her first year of eligibility for retirement at or after forty-eight (48) years of age shall receive ten thousand dollars (\$10,000.00) of severance pay. An employee who retires when he/she has at least twenty-five (25) years of service in his/her second year of eligibility for retirement after forty-eight (48) years of age shall receive five thousand dollars (\$5,000.00) of severance pay. An employee who retires when he/she has at least twenty-five (25) years of service in his/her third year of eligibility for retirement after forty-eight (48) years of age shall receive three thousand dollars (\$3,000.00) of severance pay.
- D. All retirement and severance pay shall be paid to the employee ninety (90) days after the termination of such service.

ARTICLE 21
SAFETY AND HEALTH

The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The City, the Union, and each employee shall comply with the applicable requirements of the Federal Occupational Safety and Health Act of 1970, and regulations issued thereunder.

ARTICLE 22
EXTRA DUTY - SPECIAL DUTY

- A. Rotation. The opportunity to work all new extra duty and special assignments shall be rotated equally among all employees.
- B. Permission. The right to work any job on an employee's own time cannot be unreasonably denied for any job not related to law enforcement.

ARTICLE 23
PATROL SAFETY

- A. Necessary Patrol Complement. The City shall exercise its best efforts to schedule a minimum of two (2) officers and two (2) patrol cars per shift including the Chief of Police. At the discretion of the Safety Director, vacancies created by this article shall be filled on an overtime basis. Regular full-time personnel shall have the first option of working these vacancies. Best efforts shall not necessarily include scheduling overtime.
- B. Special Events. A minimum of one (1) additional officer (two [2] for all home high school football games) shall be added to the shift schedule from 7:00 p.m. to 3:00 a.m. for special events. Special events are events at which a large crowd is expected including but not limited to:
- 1) The July 4th weekend;
 - 2) High School graduation weekend;
 - 3) Labor Day weekend;
 - 4) Memorial Day weekend; and
 - 5) Arts Festival weekend.
- C. Parades. A minimum of three (3) officers shall work all parades.
- D. Prisoner Transportation. The transportation of prisoners to any county jail or other facility, which reduces the number of officers on patrol below two (2), shall cause the call back of another officer until the officer transporting prisoners returns to the City.
- E. Extended Illness Or Injury. If (as the result of extended illnesses, injuries, military service or other incapacities to members of the full-time staff of the Toronto Police Department) vacancies in the manpower available to the Police Department occur, the City of Toronto may, after fourteen (14) days, temporarily hire new employees from the current valid civil service list. The number of newly hired employees will be determined by the Safety Director upon recommendation of the Police Chief. Employees hired in accordance with this section will be required to successfully complete a modified probationary period to be eligible to fill any position that may be available in the Police Department. A three (3) member evaluation panel consisting of the Mayor, the Safety Director, and the Chief of Police will administer the evaluation process during the probationary period of the employees hired in accordance with this section.

The employees hired in accordance with this section shall be employed on an intermittent basis, will be included in the bargaining unit, and will only fill vacancies created by extended illnesses or injuries. These employees shall not be used to work hours resulting from the normal use of leaves or vacation and will not be used to reduce overtime opportunities ordinarily available to those members of the bargaining unit currently

employed by the City of Toronto as of the date of this agreement. The wage scale for those employees hired in accordance with this section shall be the seventy percent (70%) scale provided for probationary employees contained in the contract on an hourly basis, waiving other benefits provided to regular full time employees.

Upon completion of their probationary period, the employees hired in accordance with this section will be eligible to fill full-time positions in the Toronto Police Department only if a permanent vacancy occurs and shall become subject to the complete terms and conditions of the contract then in existence between the Lodge and the City of Toronto.

ARTICLE 24 SENIORITY

- A. Seniority Definition. Seniority shall be defined as the total length of continuing service in a position or succession of positions within the Police Department of the City of Toronto.
- B. Termination Of Continuous Service
1. Continuous service shall terminate when the employee:
 - a. Quits, resigns, or is otherwise separated from employment for more than one (1) year;
 - b. Retires;
 - c. Is discharged;
 - d. Fails to timely return without permission from:
 - (1) Leave of absence;
 - (2) Recall after layoff; or
 - (3) Sick leave.
 2. Continuous service will not be interrupted if the employee is on an approved leave of absence.
- C. Seniority Lists. The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists annually to the F.O.P.
- D. Identical Hire Dates. When two (2) or more employees have the same seniority dates, seniority shall be determined by the last four (4) digits of the employee's Social Security numbers. The lowest number shall be considered the most senior.
- E. Effect. The Union and the Employer desire to address the formulation of promotions within the Department from the rank of Patrol Officer to any other rank as established by the Employer. The first criteria to establish eligibility for promotion shall be seniority (full-time years of service with the Employer). The second and final criteria to establish eligibility for promotion shall be merit as established by the highest elected officer in City government (Mayor) and the Chief of Police. Upon the establishment of a list taking

into consideration both previously outlined criteria, the Employer shall promote within thirty (30) days of a vacancy of an established or newly created opportunity or vacancy.

ARTICLE 25
HOLIDAYS

- A. Holidays. The following ten (10) holidays are those which shall be recognized and observed:

| | |
|----------------------------|-----------------------------|
| January 1 (New Year's Day) | Labor Day |
| President's Day | Veteran's Day (November 11) |
| Good Friday | Thanksgiving Day |
| May 30 (Memorial Day) | December 24 (Christmas Eve) |
| July 4 (Independence Day) | December 25 (Christmas Day) |

- B. Holiday Pay. Each employee shall be entitled to ten (10) days pay, payable annually on the first pay in November of each year, providing none of the ten (10) holidays has been used during that year to supplement his vacation.
- C. Eligibility. Employees must work the last scheduled shift before and the first scheduled shift after the holiday to receive that holiday's pay.

ARTICLE 26
HOSPITALIZATION

- A. Benefit. The City shall provide single and family hospitalization and major medical plan insurance coverage for all bargaining unit employees. The City shall pay ninety percent (90%) of the cost of providing this insurance for each employee. Each employee shall pay ten percent (10%) of the cost of this insurance.

Until all other bargaining units of City workers agree to an equivalent system for sharing the costs of health insurance, the City shall continue to pay one hundred percent (100%) of the cost of the hospitalization premium as it is currently provided.

Employees who participate in the City's prescription drug plan shall be responsible for the co-payment of the applicable generic and/or name brand prescription at the time of purchase. The City shall not be responsible for any co-pays.

- B. Committee. A representative selected by the Bargaining Unit shall represent the F.O.P. on the joint City-Union committee examining health insurance coverage. The committee shall make its best efforts to keep substantially equivalent coverage in the future. The City-Union committee will examine health insurance coverage in the event the current cost increases more than ten percent (10%) in a contract year.

ARTICLE 27
CRUISER RESTRICTION

No employee has the right to use a police cruiser for the personal use purpose of commuting to and from his/her residence.

ARTICLE 28
HAZARDOUS DUTY PAY

The Employer agrees to pay hazardous duty pay as a flat rate one time each year of eleven hundred dollars (\$1,100.00). The hazardous duty pay shall be paid to employees in the paycheck once each calendar year before June 1.

ARTICLE 29
SICK AND BEREAVEMENT LEAVE

- A. All current provisions of the ordinances governing sick leave shall remain in effect, except the total number of days awarded for not using sick leave shall be increased from three (3) days to six (6) days.
- B. In the event of a death in the employee's immediate family, he/she shall be granted a maximum of five (5) work days (three [3] work days for local death arrangement) of absence with pay to make funeral arrangements, attend the funeral, and/or carry out other responsibilities related to the death in the immediate family.
 - 1. The rate of pay for such absence shall be computed using the employee's regular straight time daily rate of pay.
 - 2. For purposes of this section, immediate family is defined as an employee's spouse, child, step-child, any person of whom the employee has had a legal guardianship, mother, father, brother, sister, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

ARTICLE 30
ME TOO CLAUSE

Pursuant to the terms of Articles 4 and 26, the City agrees that in the event that it enters into a collective bargaining agreement with any other bargaining unit that provides for a base wage increase or health care benefit package more lucrative or liberal than that agreed to herein, these F.O.P. bargaining units shall receive the following adjustments as may be appropriate:

- 1. The percentage of wage increases shall be adjusted to be equal for any year in which the percentage increase for the other bargaining unit exceeds that agreed to herein;
- 2. The per employee costs and the health care benefit package shall be made the same as the terms to which the other bargaining unit has agreed.

ARTICLE 31
ALTERNATIVE DISPUTE RESOLUTION

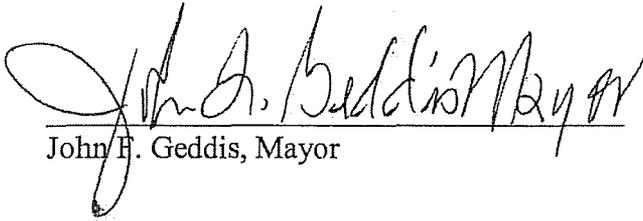
(RESERVED FOR INCLUSION OF LANGUAGE TO BE AGREED UPON).

EXECUTION AND SIGNATURE PAGE

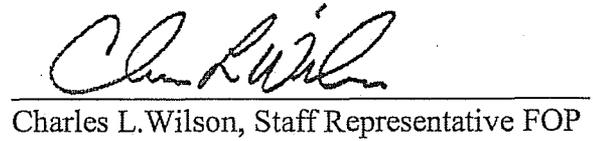
Signed and executed this 29th day of October, 2013.

For the City of Toronto

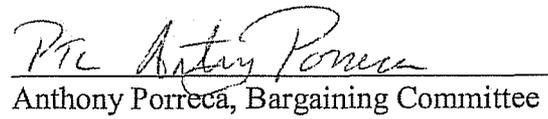
For the Fraternal Order of Police, Fort
Steuben Lodge No. 1



John H. Geddis, Mayor



Charles L. Wilson, Staff Representative FOP



Anthony Porreca, Bargaining Committee



Rick Parker, Bargaining Committee