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City of Marysville

&

The Fraternal Order of Police  
Ohio Labor Council, Inc

# Collective Bargaining Agreement



Sergeants  
Police Officers  
Communications Dispatch Officers

**January 1, 2014 – December 31, 2016**



**City of Marysville/FOP Ohio Labor Council**  
Collective Bargaining Agreement  
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**Article 1**  
**Purpose**

**Section A - Purpose**

This Agreement, entered into by the City of Marysville (hereinafter referred to as "City", Employer, Management) and the Fraternal Order of Police, Ohio Labor Council (hereinafter referred to as "Labor Council", Union, OLC, OLC/FOP) has as its purpose the following:

To provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and other terms and conditions of employment as provided for herein.

**Article 2  
Management Rights**

**Section A - Management Rights:** Except as limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. The City's exclusive management rights include, but are not limited to:

- (1) To determine matters of inherent managerial police, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of services, budget, use of technology, and organizational structure.
- (2) To direct, supervise, evaluate or hire employees.
- (3) To maintain and improve the efficiency and effectiveness of governmental operations.
- (4) To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- (5) To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, train or retain employee.
- (6) To determine the adequacy of the work force.
- (7) To determine the overall mission of the employer as a governmental unit.
- (8) To effectively manage the work force.
- (9) To take actions to carry out the mission of the public employer as a governmental unit.
- (10) To determine work schedules and the methods and process by which such work is performed.
- (11) To promulgate and enforce reasonable work rules.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not modified by this Agreement shall remain the rights, responsibilities and function of the City.

**Article 3**  
**Recognition and Dues**

**Section A - Bargaining Rights:**

The City recognizes the Labor Council as the exclusive bargaining agent for any and all matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement and for the administration of the Agreement for all full-time employees in the bargaining units of Sergeants (SERB Case # 84-VR-09-1858 dated January 15, 1985), Police Officers (SERB Case # 84-VR-09-1968 dated January 18, 1985) and Communication Officers (SERB Case # 85-VR-04-3439 dated June 5, 1985).

The City and the Labor Council agree that if during the term of this Agreement the position of Lieutenant is created within the Division that they shall meet to discuss the addition of the position of Lieutenant into the bargaining unit. The parties further agree that if it is decided that the position of Lieutenant will be added to the bargaining unit, then both parties will comply with all requirements of the State Employees Relation Board to effectuate that addition.

**Section B - Authorization and Cancellation Procedures**

- (1) The City shall deduct an amount for local FOP Lodge membership dues from the first pay of each month for those employees in the bargaining unit who individually request in writing such deductions from their pay. The amount to be deducted shall be certified to the City by the Local FOP Lodge and the aggregate deductions, together with a list of employees for whom deductions were made, shall be promptly remitted to the local FOP Lodge not later than thirty (30) days following the deduction.
- (2) The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Section regarding the deductions of local FOP Lodge dues.
- (3) The Lodge hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an employee arising from deductions made by the City pursuant to the Section. Once the funds are remitted to the Lodge, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Lodge. Employees wishing to cancel membership dues must do so in writing to the City and Lodge. Requests to cancel deductions may be made at any time; however, deductions will be cancelled only during the payroll periods which include July 1, or December 31. Voluntary authorizations shall be for the length of this Agreement and any extension thereof.
- (4) The City agrees to deduct the regular monthly Labor Council dues and assessments in an amount to be determined by the Labor Council from the second pay each month for all those employees who individually and voluntarily certify in writing that they authorize such deduction.

- (5) The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by an employee arising from deductions made by the City pursuant to this Section. Once the funds are remitted to the Labor Council, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Labor Council. Employees wishing to cancel Labor Council membership dues must do so in writing to the City and Labor Council. Requests to cancel deductions may be made at any time; however deductions will be cancelled only during the payroll periods closest to the date of the request. Voluntary authorization shall be for the length of this agreement and any extension thereof.
- (6) The City shall furnish the Labor Council a list of employees and the monthly dues deducted to the Fraternal Order of Police, Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611.
- (7) All employees in the bargaining unit shall, within sixty (60) days immediately following the effective date of this Agreement or sixty (60) days after their date of hire, whichever is later, either become dues paying members of the Labor Council or remit a fair share fee (contract administration fee) in an amount to be determined by the Labor Council. Both dues and fair share fees shall be by payroll deduction.
- (8) The Labor Council has established a rebate procedure for fees deducted from non-members of the Labor Council in accordance with Ohio Revised Code Section 4117.09.
- (9) The City shall furnish the Labor Council a list of employees in the Police Division indicating their starting date of employment and mail the monthly fair share deductions to the Fraternal Order of Police, Ohio Labor Council, Inc. 222 E. Town Street, Columbus, Ohio 43215-611.
- (10) The Labor Council agrees to indemnify and hold the City harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Section of the Agreement, except failure to forward deducted fees.

**Section C - Deduction Relief Provisions:** The City shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this agreement; or (6) resignation by the employee from the Lodge and/or the Labor Council. The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues or fees.

**Section D - Bargaining Unit Access Procedure:** Bargaining Unit representatives from the Labor Council will be permitted to enter the premises of the City at reasonable times for

individual discussions of working conditions with the employees or otherwise to assist in carrying out the terms of the Agreement, provided that authorization is first obtained from the Chief of Police, or designated representative. Such authorization by the Chief of Police shall not be arbitrarily denied. The Labor Council agrees not to abuse this privilege nor to interfere with the normal operations of the Police Division. Any alleged abuse by either party may be the subject matter of a Labor/Management meeting. The Labor Council shall designate one representative and may designate one assistant representative. The Labor Council shall notify the City of the names of the representatives and any change thereof.

**Section E - Bulletin Boards:** The City shall allow the Lodge and/or Labor Council to post notices on the bulletin board in the break room providing such notices and/or postings shall not be of a political, obscene or scurrilous nature. Articles posted by the Lodge and/or Labor Council shall not be removed or tampered with by the Employer, unless they are in violation of this Section.

**Article 4**  
**Labor Council/Lodge Representation Release Time**

**Section A - Representation Time:**

- (1) The Labor Council is entitled to a total of forty (40) hours per year of release time for each bargaining unit during each year of this Agreement without loss of pay to be used among Labor Council officials or grievance representatives to attend Labor Council related activities. The OLC associate for each bargaining unit (Sergeants, Police Officers and Communications Officers) and the grievance chairperson shall decide which bargaining unit members may use this time.
- (2) Any employee wishing to use release time pursuant to this article shall request the permission of the immediate supervisor, and permission will not be unreasonable withheld.
- (3) Such activities shall not interfere with the performance of duties of other(s) employees or with the operational needs of the Employer.

**Article 5**  
**Non-Discrimination**

**Section A - Non-Discrimination:** Neither the City nor the Labor Council shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, political affiliation, disability, religion, national origin, Labor Council membership or non-membership or such employee's good faith filing of, or pursuit of a grievance.

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

**Article 6**  
**Personnel Files**

**Section A – Files:** The City shall maintain one official personnel file on every employee within each bargaining unit. These files are kept in Human Resources (referred to as HR for the rest of this agreement)

(1) Every member shall be allowed, upon appropriate request to review their own personnel file at any reasonable time in the presence of the City HR, and may copy documents in such personnel file. Additionally, the personnel files are subject to review by the OLC Staff Representative, with prior written approval of the employee and in the presence of HR.

(2) Should any employee have reason to believe that there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum to the Mayor or designee explaining the alleged inaccuracy. If the Mayor or designee concurs with the employee's contention, the faulty document shall be removed. If the Mayor or designee does not concur, the employee's memorandum will be attached to the disputed document. Nothing in this section shall prevent an employee from filing a grievance seeking expungement of alleged inaccurate documents.

(3) Unless an employee indicates agreement or disagreement on the evaluation form, an employee's signature on any performance evaluation shall be viewed by the parties hereto only as a representation that the employee has read the same and it shall not be viewed as a representation that of concurrence with any rater or supervisor who has signed the same. An employee may be asked to sign an employee evaluation after the last person (other than the employee) to evaluate or review has evaluated or reviewed it. The member shall receive a copy of the evaluation in the final form when signing it.

**Section B - Duration of Records:**

(1) Documented Oral Warning: When unsatisfactory performance/behavior is recognized, the supervisor addresses the employee as soon as possible, but no later than the very next mutually scheduled shift for supervisor and employee. The supervisor and employee should discuss the concern and the expectations for improvement. This process may require more than one discussion with the employee and regular feedback. The oral warning is documented in the employee record with a simple memo stating the date, employee's name, supervisor's name, and quick topic of the warning. Route the warning to HR for filing. This warning stays in the record for twelve (12) months. The discussion should include the following:

- Clear statement communicating that this is an Oral Warning
- Reasons why the performance or behavior does not meet expectations.
- Expectations for acceptable performance or behavior.
- Actions the employee can take to improve performance or behavior.
- Next steps if the employee does not improve to meet expectations.

(2) **Written Reprimand:** If the performance/behavior does not improve as a result of the step one, the supervisor prepares a written reprimand. Prior to presenting the written reprimand, the supervisor will meet with HR to review the document. The supervisor will meet with the employee to review the written reprimand. The employee is expected to sign the written reprimand and receive a copy. If the employee refuses to sign the written reprimand, the supervisor requests a third party presence (usually HR) to witness the employee's refusal to sign. This is noted on the document by the third party, along with the date of the meeting. The supervisor informs the employee that the written reprimand is placed in the employee's personnel record by HR and remains there for twenty-four (24) months. The reprimand will document:

- Dates of previous discussions/actions and descriptive history of the issue(s).
- Explanation of how the employee's performance or behavior does not meet expectations.
- Expected performance or behavior and actions necessary to improve.
- Date when the performance or behavior will be reviewed.

(3) In any case in which a reprimand, suspension or dismissal of an employee is disaffirmed through the grievance procedure, the personnel record relating to such employee shall be purged of the same. In addition, unfounded or not sustained allegations or complaints of misconduct made against an employee shall not be placed in the employee's personnel file and shall not be considered in future corrective action or promotional considerations, nor shall they be shared outside the division.

**Section C - Release of Files:** Only those items required by law or ordered by a court of competent jurisdiction shall be released to the public. Disclosure of information from personnel files pursuant to state and/or federal law or by order of a court of competent jurisdiction will not be considered a violation of this contract.

**Article 7**  
**Corrective Action**

**Section A – Discipline:** Bargaining unit employees shall not be reprimanded, reduced in pay or position, suspended, discharged or removed except for just cause. The employer shall give copies of all written disciplinary actions, which are placed in an employee personnel file to the affected employee.

**Section B - Procedure:** In the event that an employee is to be given disciplinary action for behavior, which is of such nature as to call for suspension or removal, a personal pre-disciplinary conference between the employee, the Police Chief, Human Resources, and the Director of Administration will be arranged. This pre-disciplinary conference will take place no earlier than twenty-four (24) hours and no later than five (5) workdays from the time the employee is notified. If the employee desires the presence of a Labor Council representative at the conference, the employee shall notify the Labor Council representative.

When the nature of the offense is such that immediate disciplinary action is required, the City is not prohibited from taking immediate action by this provision; however, an employee may be placed on administrative leave with pay pending a conference on the matter.

**Section C - Progressive Discipline:** The City agrees that the principles of progressive corrective action will normally be followed per city policy 300 – *Progressive Counseling/Disciplinary Action* with respect to minor offenses; that is, a documented oral warning for the first offense, a written reprimand for the second offense. More severe disciplinary action may be taken for subsequent offenses. Mitigating or aggravating circumstances may be considered for each offense. If the offense is of a more serious nature, a different sequence is permitted which is appropriate in light of the nature of the objectionable conduct.

**Article 8**  
**Internal Review Procedure**

**Section A:** When management deems it necessary to look at facts concerning allegations concerning an employee of the Marysville Police Division, an Internal Review may be conducted. The City determines who will conduct the review (reviewer) based on preserving the rights of the employee (hence forth known as the accused) concerning the allegations, based on the ability of the reviewer to gather facts, and based on the reviewer's credibility. Management will try to utilize Police Division personnel that are in the chain of command first and foremost, but may utilize other City employees when the allegations include issues within the chain. At no time will a bargaining unit member be read Garrity rights by anyone outside the chain of command.

**Section B:** Allegations may come from, but are not limited to, fellow division personnel, other city employees, or citizens of Marysville. When any supervisor witnesses an act for which the supervisor reasonably believes that divisional or criminal charges may result, and if physical evidence is present and the collection of the physical evidence is necessary to substantiate such charges, the supervisor may immediately collect that evidence.

**Section C:** When the City establishes the review, the accused is notified in writing and provided the basic facts of the incident prior to any questioning. Further, the employee is notified of the right to contact the Labor Council Representative and/or an attorney who shall be allowed to accompany the member during all interviewing sessions.

**Section D:** An employee shall be informed of the basic facts of the incident prior to any questioning as known at the time, if the investigation is focused on the employee for a potential charge of a violation of either divisional rules or criminal charges. The employee being investigated shall be given a copy of any complaint against the employee or a written summary of the basic facts of the incident prior to any questioning, unless the investigator is a witness to the incident.

An employee will not be asked questions that do not relate to the basic facts of the incident unless during questioning other information is developed which could lead to additional allegations against the member. In such an event, the employee again will be advised by the investigator of the potential for either divisional or criminal charges.

**Section E:** Any interrogation, questioning or interviewing of an employee (accused, witness, or otherwise) will be conducted in so far as practicable, at hours reasonably related to his/her shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time. Time shall be allowed during such questioning for attendance of physical necessities.

**Section F:** All interrogations and/or interviews (including polygraph interviews) of an employee shall be recorded by the City at the request of either party when the investigator reasonably believes that divisional or criminal charges may result. Subsequent to that interview, the

employee and/or the employee's attorney/union representative shall be afforded the opportunity, upon written request directly to the Chief, to listen to and make personal notes from or verify the accuracy of the recording made of the employee's interview. If a transcript of the recording is made by the City, the employee or the employee's attorney/union representative will be provided a copy of such transcript upon written request directly to the Chief.

**Section G:** Before an employee (witness, accused, or otherwise) may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct, if continued, may be made the basis for such charge.

**Section H:** Any evidence obtained in the course of questioning through the use of administrative pressures, threats, coercion or promises shall not be admissible in any subsequent criminal action

**Section I:** In the course of questioning, employees cannot be given a polygraph examination, unless agreed to by the member. Voluntary polygraph examinations shall be administered by another agency. No polygraph examination may be given in an incident that could not amount to a violation of law, unless requested by the employee. No polygraph examination shall be given without the advance approval of the Chief. The results of this examination cannot be used in any subsequent criminal action unless mutually agreed prior to the giving of such examination.

**Section J:** Any employee who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

**Section K:** When any anonymous complaint is made against an employee and no corroborative evidence is obtained, the complaint shall be classified as unfounded and the employee shall not be required to submit a written report. When any citizen complaint is filed greater than forty-five (45) calendar days after the date of the alleged event complained of, and when the complaint, if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the employee shall not be required to submit a written report, but he shall be notified of the complaint.

**Article 9**  
**Work Rules**

**Section A - Work Rules:**

- (1) The Labor Council recognizes the City's right and obligation to promulgate written rules, polices, procedures and directives to regulate the personal conduct of employees at work, for the conduct of the City's services and programs and for such other purposes, as it may deem necessary.
- (2) The City acknowledges the employee's right to know the standard of conduct expected by the City and therefore agrees to promulgate written work rules for the efficient conduct of the operations of the divisions covered by this Agreement.
- (3) The City agrees that, work rules shall be reduced to writing and provided to all covered employees and posted conspicuously and emailed to all covered employees, fourteen (14) days in advance of the effective date. The fourteen day notice is waived in cases dealing with safety, security, or to enforce any law, ordinance or regulation outside the control of MPD. Any charge by an employee that a work rule, or division directive, as promulgated or as applied, is in violation of the Agreement shall be a proper subject for a grievance. The City will provide the bargaining units copies of any revised or new work rules and division directives in advance of their intended effective dates.

**Article 10**  
**Grievance Procedures**

**Section A - Grievance Defined:** A grievance is defined as an allegation that there has been a breach, misinterpretation or an improper application of any term or terms of this Agreement.

**Section B – Qualifications:**

- (1) A grievance may be filed by bargaining unit employee(s) or by the Labor Council as exclusive representative to enforce its rights under the Agreement or on behalf of a group of employees who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Labor Council shall not process a grievance on behalf of any employee without the employee's knowledge and consent.
- (2) A bargaining unit member has the right to present grievances and have them adjusted, without intervention of the Labor Council, as long as the adjustment is consistent with the terms of this Agreement and as long as the Labor Council is present at the adjustment.
- (3) All grievances must be processed at the proper step in order to be considered at subsequent steps unless the parties agree, in writing, to waive certain steps. 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 any 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.
- (4) 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 upon mutual consent of the parties.
- (5) All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.
  1. Aggrieved employee's name and signature.
  2. Aggrieved employee's classification.
  3. Date grievance was first discussed with the employee's supervisor.
  4. Date grievance was filed in writing.
  5. Date and time grievance occurred.
  6. Location where the grievance occurred.
  7. A description of the incidents giving rise to the grievance.
  8. Specific articles and sections of the Agreement violated
  9. Desired remedy to resolve the grievance.
- (6) For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days

at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

**Section C – Procedure:** An employee having a complaint shall first attempt to resolve it informally with the employee’s immediate supervisor as follows: An employee shall present the complaint to the immediate supervisor within seven (7) working days of when the event(s) occurred giving rise to the complaint or within seven (7) working days of when the event(s) reasonably should have been discovered by such employee. At this stage, there is no need to put the complaint in writing, nor to have the OLC Associate present. The supervisor shall render a decision no later than three (3) calendar days from the date of the presentation of the complaint. If the employee is not satisfied with the response of the immediate supervisor, the employee may pursue the formal steps which follow. A grievance must be filed at Step 1 within five (5) working days following the immediate supervisor's communication of the decision to the employee.

#### **Step 1. Supervisor**

- a) The employee shall present the grievance on a grievance form (City HR Form-26) to the employee’s immediate supervisor. The immediate supervisor shall meet with the employee who may be accompanied by the OLC Associate or other representative designated by the OLC. The OLC reserves the right to be present at every step of this procedure through a Staff Representative or an OLC Associate. Witnesses may be called by either party.
- b) The supervisor must meet with the grievant and respond in writing within five (5) working days of receipt of the grievance.
- c) If the grievant does not refer the grievance to Step 2 of the grievance procedure within five (5) working days of the supervisor's response, the grievance shall be considered to be satisfactorily settled.

#### **Step 2. Chief of Police**

- a) The employee shall next refer the grievance to the Chief of Police who shall meet with the grievant within five (5) working days. The grievant may be accompanied by the OLC Associate or OLC Staff Representative. Witnesses may be called by either party. The Chief of Police shall render a decision in writing within five (5) working days of the meeting held on the grievance. If the employee does not refer the grievance to Step 3 within five (5) working days of the answer at Step 2, the grievance shall be considered to be satisfactorily settled.

#### **Step 3. Mayor or Mayor's Designee**

- a) The employee shall refer the grievance and all relevant material concerning the grievance to the Mayor or Mayor’s designee. Within ten (10) calendar days from the receipt of same, the Mayor or Mayor's designee shall convene a hearing into the cause

of the grievance. The Mayor or Mayor's designee shall conduct a fair and impartial hearing on the grievance.

- b) The Mayor or Mayor's designee shall render written findings as quickly as possible but no later than ten (10) working days after the hearing and shall forward such findings, and all supporting data to the grievant and the Labor Council.

#### **Step 4. Arbitration**

- a) General: Should the grievant not be satisfied with the Mayor's or Mayor's designee's response to the grievance at Step 3, the grievant shall notify the grievance representative of the desire to proceed to arbitration. The grievance representative will present the grievant's request for arbitration to the Labor Council. Should the Labor Council determine to proceed to arbitration with the grievance, the Labor Council shall so notify the City in writing. This written notification shall be delivered by hand, electronic mail, or mailed (postmarked) to the Mayor or Mayor's designee within fourteen (14) days after the grievant's receipt of the Step 3 written response.
- b) Selection of Arbitrator: Within fourteen (14) calendar days following the receipt of the Labor Council's written notification of the Labor Council's intention to proceed to arbitration, the Mayor or Mayor's designee, either personally or through an appropriate City designee, and the Labor Councilor its designee, will consult and attempt to select and impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, they will, by joint letter request the Federal Mediation Conciliation Services to submit a panel of nine (9) arbitrators from which the City and the Labor Council shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once each.
- c) Authority of Arbitrator: The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm or modify said discipline.
- d) The question of arbitability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Labor Council, the grievant and the City.

- e) Arbitration Costs: The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be split equally between the Labor Council and City.
- f) The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose payor benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.
- g) Arbitrator's Award: The arbitrator's decision will be in writing and should be mailed to the Labor Council and the City within thirty (30) days from the date the hearing record is closed.

**Section D – Jurisdiction:** Nothing in this grievance procedure shall deny employees any rights available at law to achieve redress of their legal rights, including the right to appear before the Marysville Civil Service Commission (MCSC). Once the employee elects as a remedy the Marysville Civil Service Commission (and if and when the MCSC takes jurisdiction), or if legal action is taken, the employee is thereafter denied the remedy of the grievance procedure provided herein.

**Article 11**  
**Labor/Management Meetings**

**Section A – Meetings:** In the interest of sound personnel relations, a joint committee of no less than two (2), no more than three (3) members from each party or, their representatives will convene as necessary and/or as requested by either party for the purpose of discussing subjects of mutual concern. The committee may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Labor/Management meetings shall normally be scheduled during working hours. Meetings may be cancelled by mutual consent or special meetings may be scheduled by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda issues.

**Section B – Agenda:** Both parties will work in good faith to attempt to reach consensus on the best means of resolving issues. The success of the Labor/Management cooperative process will depend upon the strength of the commitment made by the City and the Bargaining Unit. The parties agree that these meetings are not designed to renegotiate any part of this agreement, and agree to normally limit discussion to the following:

- (1) Administration of this Agreement.
- (2) Notification of the Labor Council of changes made by the Employer which effect bargaining unit employees.
- (3) Discussion of grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- (4) Dissemination of general information of interest to the parties.
- (5) Provision of the opportunity for the Labor Council representative to share the view(s) of the employees and/or make suggestions on subjects of interest to the employees, including interpretations of the agreement where such discussion may prevent the necessity of filing a grievance.
- (6) Discussion of ways to increase productivity and improve efficiency.
- (7) Consideration and discussion of health and safety matters relating to employees.

**Article 12**  
**Seniority and Shift Bumping**

**Section A – Seniority Defined:** Seniority means the total length of continuous service with the City of Marysville Police Division. Classification seniority shall mean the total length of continuous service in a particular classification within the City of Marysville Police Division.

**Section B – Non-Interruptions of Continuous Service:**

- (1) Absence while on approved leave of absence
- (2) Absence while on approved sick leave of absence
- (3) Military leave
- (4) A layoff of two (2) years or less
- (5) A resignation where the employee is re-employed or reinstated within a year
- (6) Family and Medical Leave

**Section C - Loss of Seniority:** Seniority is lost due to the following:

- (1) Discharge for just cause
- (2) Retirement
- (3) Layoff of more than two (2) years
- (4) A resignation other than that designated in Section B (5) above

**Section D - Shift Bumping:** Employees with higher seniority may bump another employee in lower seniority who is within the same job classification. Guidelines for bumping follow:

- (1) Limits Per Year: An employee can only bump twice during a calendar year.
- (2) Emergency Bump: An emergency bump/shift change occurs when an employee has a personal emergency. An employee must give no less than a seven (7) day written notice for this emergency bump to the Police Chief (or Deputy Chiefs). This notice must include the exact effective date and shift change information. The Police Chief has final approval regarding the emergency bump.
- (3) Voluntary Shift Changes: A voluntary bump/shift change occurs when two (2) employees agree to change shifts. The employees changing must give no less than a two (2) week written notice to the Police Chief (or Deputy Chiefs) prior to changing to

another shift. ). This notice must include the exact effective date and shift change information. These voluntary shift changes do not count against the twice a year shift bumping.

- (4) Operation Needs: Management reserves the right to deny any bump or voluntary shift change for operational needs of the Police Division.
- (5) Time Limits Within Shift: An employee initiating a bump must stay on the new shift for no less than ninety (90) days before initiating another bump.
- (6) Probationary/FTO Exemption: Police Officers and Communication Dispatch Officers are exempted from bumping during the probationary period or first year of duty. Sergeants in the six (6) month probationary period are also exempted from bumping. In addition, any employee serving in a field training officer (FTO) capacity is exempted from bumping during the FTO period.

**Article 13**  
**Layoff and Recall**

**Section A - Layoff Notification:** When the Employer determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, it will notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

**Section B - Order of Layoffs:** Whenever it becomes necessary to reduce the work force in a classification in the Division of Police which necessitates a layoff, employees shall be laid off inversely in the order of seniority. In the event two (2) or more employees of the same status in the same classification are subject to layoff and have the same seniority status, the order of layoff shall be according to their final grades on the examination passed to obtain such classification. The employee with the lowest grade shall be laid off first. All City funded temporary, intermittent, part-time or seasonal employees in the Division of Police shall be laid off prior to any bargaining unit employees.

**Section C – Bumping:** The following are the existing bargaining unit ranks and are ranked in order from the highest to the lowest ranks:

Sergeant  
Police Officer  
Dispatcher

Any employee who has been promoted and is subject to layoff shall be entitled to return to the position from which the employee was promoted. If such former position has been filled, the employee in that position shall be demoted into the lower position occupied prior to the promotion. This process shall continue until the most recently hired employee affected by such demotions shall be laid off. No employee shall be permitted to bump to a position which the employee is not trained to perform.

**Section D - Re-Employment List:** When an employee is laid off, the name of such person shall be placed at the top of the eligibility list of the classification from which the employee was laid off. If there is no existing eligibility list at the time, the employee's name shall constitute such a list. When two (2) or more persons have been laid off, whether at the same time or not, their names shall be placed at the top of such eligibility list in the order of their appointment [in] to the classification held by them when laid off. Such persons shall be eligible for certification and re-employment for a period of two (2) years thereafter. It shall be the responsibility of the laid off employees to provide the City with their current addresses. Failure to maintain a current address will move the person to the bottom of the list.

**Section E - Recall Notification:** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee. All members of the bargaining units with recall rights must be given the right to reinstatement before any City funded temporary, intermittent, part-time, seasonal or new employees may be hired or re-hired in the Division of Police.

**Section F - Time Limits:** The recalled employee shall have five (5) work days following the date of mailing of the recall notice to notify the Employer of the intention to return to work. The employee shall have up to ten (10) work days following the mailing date of the notification in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

**Article 14**  
**Subcontracting**

During the life of this Agreement, should the employer determine it is necessary to contract out work which is currently performed by bargaining unit members, the Employer and the Labor Council shall meet to discuss the reasons for and to negotiate any effects of such contracting prior to any implementation.

**Article 15**  
**Probationary Periods**

**Section A - New Hires:** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the new employee receives compensation from the City and shall continue for a period of one (1) year. If the new hire does not have the required State Certification and Training, the probationary period will start at the completion and receipt of such State Certification and Training. A newly hired probationary employee may be terminated at any time during the probationary period.

**Section B - Promotions:** A newly promoted employee will be required to successfully complete a probationary period in the newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to the former position any time during the probationary period.

**Section C - Job Duties:** Because the probationary period is for training and learning purposes, no one, while in the initial one (1) year probationary period for newly hired employees shall serve as officer-in-charge (OIC) at any time during any shift.

**Article 16**  
**No Strike/No Lockout**

**Section A - No Strike:** The Labor Council recognizes that employees are prohibited by State law from engaging in a strike. In recognition of this prohibition, the Labor Council shall meet any obligation imposed upon it by State law.

**Section B - No Lockout:** The City recognizes that it is prohibited from instituting a lockout of employees. The City shall meet any obligation imposed upon it by State law.

**Article 17**  
**Waiver in Case of Emergency**

**Section A - Waiver for Emergency:** A publicly declared emergency is a situation which interferes with the normal daily operation of the Police Division and is defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Marysville, the Federal or State legislature, or the Marysville City Council. The following conditions of this Agreement may be suspended by the Employer during, or as a result of an emergency as defined herein:

- (1) Time limits for replies on grievances; and
- (2) All work rules and/or agreements and practices relating to the assignment of all employees.

**Section B - Procedure Following Termination of Emergency:** Upon the termination of the emergency as defined in Section A above, 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.

**Article 18**  
**Roster/Ballot Boxes/Past Practices**

**Section A - Roster of Officials:** The Labor Council shall provide a roster of the Bargaining Unit Associates to the Administration within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following for each person listed:

- |                          |                         |
|--------------------------|-------------------------|
| A. Name                  | D. Immediate Supervisor |
| B. Address               | E. Position             |
| C. Home Telephone Number |                         |

The administration agrees that this roster shall not be made available to the public by the administration; that only administration employees with the legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the administration.

The administration recognizes that all matters concerning issues covered by this collective bargaining agreement shall be directed to the appropriate Associate for the Labor Council.

**Section B - Ballot Boxes:** The Labor Council and the local FOP lodge shall be permitted, with the prior notification to the Chief of the Division of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on local FOP lodge issues and/or Labor Council issues. Such boxes shall be the property of the Labor Council or local FOP lodge respectively and neither the ballot boxes nor the ballots in such boxes shall be subjected to the Administration's review.

**Section C - Past Practices:** The City shall continue the practice of "In-City Pickup" and permitting "minor on-duty personal business" with immediate supervisor's approval.

**Article 19**  
**Hours of Work/Overtime**

**Section A - Hours of Work:**

(1) The regularly scheduled workday for employees shall consist of eight (8) hours per day and the scheduled workweek shall consist of forty (40) hours per week. This shall not constitute a guarantee of work hours or workdays. Permanent changes in work hours per day/per week shall not be made until good faith negotiations between the Employer and the Labor Council take place. Management reserves the right to move to a ten (10) or twelve (12) hour shift in accordance with FLSA standards and posted fourteen (14) days prior to the effective date of change except in cases of emergency.

(2) Changes of normal work schedules which are made to accommodate schedule changes requested by the employee or trading days off shall not be cause for payment of premium pay or loss of regular pay. Both shift and schedule changes of a permanent nature shall be posted seven (7) days prior to the effective date of change except in cases of emergency.

(3) Subject to manpower requirements, weekly regular days off shall be scheduled consecutively to the extent practicable. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

**Section B – Overtime:** Employees required to work more than forty (40) hours per week or eight (8) hours per work day shall be compensated at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay for all work over the regularly scheduled number of hours for that pay period when such work is authorized by the Chief or authorized representative. Such authorization may be granted retroactively provided, however, that an employee working to replace another employee as a result of a shift swap will not be considered to be in an overtime status. Overtime payment shall be made to the nearest quarter hour. For purposes of determining the number of actual hours worked, vacation, compensatory time, sick leave, and personal leave taken during a duty week will not be considered in calculating the actual hours worked.

**Section C - Call-in Time:** Employees called in and required to work at a time disconnected to their regularly scheduled hours of work shall be paid a minimum of three (3) hours pay at overtime rates. Call-in shall apply to whomever is called in for off-duty court appearances resulting from the performance of their duties.

(1) Call-in time worked shall be compensated at the rate of time and one-half (1-1/2) if work is performed beyond the original three (3) hours for which the employee was called in. Both parties recognize the three (3) hour minimum is to compensate employees for the disruption of their time off and employees shall not be required to stay at work beyond completion of the task that caused the call-in.

(2) Court call-in shall apply to whoever is called in for off-duty court appearances resulting from the performance of their duties. There shall be no pyramiding of overtime hours for

court duty. (Example; if an employee is called in at 5 p.m. and released at 6 p.m., the next three (3) hour minimum cannot begin until after 8 p.m.)

(3) Call-in time for need, (which is less than seventy-two [72] hour notice for the required overtime) shall be filled as follows:

- a. Officers who work the shift which overtime is required who are on their normal days off.
- b. Officers on abutting shifts, using the overtime log and seniority as a guide for eligible officers.
- c. Officers Division-wide who are on a scheduled day off, using the overtime log and seniority as a guide to select eligible officers.

(4) Overtime where there is seventy-two (72) hours or more notice for the required overtime shall be filled as follows:

- a. The need for overtime will be posted by the Sergeant or OIC in the roll call room the same shift when the City knows there is a vacancy to be filled. The notice will have exact date and time of the overtime and the date of the post.
- b. The posting will be posted for at least seventy-two (72) hours.
- c. Interested Officers will be required to sign-up for the overtime slot(s) within the seventy-two (72) hour timeframe, by placing their name on the post. Officers may have a fellow Officer post for them if they are unable to come to the station (this does not include Officers in a disciplinary suspension status).
- d. Selection will be from the overtime log, awarded to the Officer with the least amount of overtime hours logged.
- e. If there is a tie, the Officer with the most seniority will be awarded the overtime opportunity.

NOTE: Only the overtime hours which are actually worked will be reported in the overtime log.

(5) When an employee is subject to scheduled duty (with 14 days notice) and the duty becomes connected to (either prior shift or after shift) the employee's regularly schedule shift, the call-in/time and one-half ends and normal compensation begins. (Example: an employee is called in at 3p.m., works one hour at time and a half, and returns to normal paid time when his/her normally scheduled shift begins at 4 p.m.)

- (6) There shall be no pyramiding of overtime hours. (Example: if called in at 5 p.m. and released at 6 p.m., the next (3) hour minimum cannot begin until after 8 p.m.).

**Section D - Right of Refusal:** Except in cases of emergency as defined in Article 17 employees shall have an initial right to refuse an offer for overtime or call-in work. If the supervisor is unable to obtain an employee for the required emergency work, the supervisor may go back to the top of the list and require the first individual the supervisor is able to reach to perform the necessary work.

**Section E - Overtime Offered First to Full- Time Employees:** When overtime is operationally necessary and required by management, overtime hours will first be offered to eligible employees of the bargaining unit in their respective classification. With respect to the filling of a Sergeant position, the parties agree to the following process:

- (1) To fill a regular or normally scheduled Sergeant's position for the one day (eight hours) the Sergeant is not available, the City will offer this opening as overtime to all other Sergeants in order of seniority. This offer will come in the form of a telephone contact. If the Sergeant refuses the overtime or can not be reached in a reasonable time period the City will move to the next Sergeant per seniority. If all Sergeants either refuse or can not be contacted the City will then offer the overtime to Police Officers as an Officer in Charge and per Article 19, Section D – Right of Refusal.
- (2) For shifts that there is not a regularly scheduled Sergeant, the City reserves the right to assign a Police Officer as an Officer in Charge as required and per Article 19, Section D – Right of Refusal.

### **Section F - Compensatory Time**

Employees may choose to receive payment for overtime work through compensatory time off at the time and one-half (1-1/2) rate if requested within the same pay period. No more than two hundred forty (240) hours of compensatory time may be carried over from one year to the next. Compensatory time in excess of such two hundred forty (240) hours and not used at the end of a calendar year will be paid for by the Employer.

Use of compensatory time must be mutually agreed to by the employee and the Employer, subject to the manpower needs of the department. An employee cannot be required to use/accept compensatory time except at the employee's discretion. An employee will not be required to use/accept compensatory time in lieu of monetary payment for overtime hours worked.

An employee who is to be separated from service through discharge, resignation, retirement or layoff, and who has unused compensatory time shall be paid such accrued compensatory time upon separation. In the event that an employee dies while in paid status, that employee's unused compensatory time shall be paid to the surviving spouse or, in the event that there is no surviving spouse, to the estate of such decreased employee.

**Section G - Special Duty:** The parties agree that any extra duty/special duty performed by an employee under this section is not to be considered as overtime. The parties agree that the

employer may continue to utilize Auxiliary officers for special details such as parades, fairs, and declared emergencies as defined in Article 17. For this section, the term special duty and special detail have the same meaning and are used interchangeably.

(1) All qualified employees of the Marysville Police Division may be hired by various businesses or organizations of the community with the advance approval of the Chief to work special duty assignments.

(2) Each year, there will be a Labor/Management meeting to set the rates for special duty events. Payment for such services shall be made by the hiring party at a rate established in this labor management meeting. Special duty for both non-profit and for-profit organizations shall have a three (3) hour minimum.

(3) When a request is made for more than six (6) employees to work the same function/event at the same time, one of those employees must be a sergeant who will be paid three (3) additional dollars per hour for such function/event.

(4) Special detail assignments shall be made available in the following manner:

- (a) Regular monthly details will be posted at least fifteen (15) days in advance.
- (b) Each officer will be limited to two (2) initial sign-ups. After the posting has been up for at least seventy-two (72) hours, officers may sign up for one (1) additional detail.
- (c) Each officer will be limited to four (4) initial sign-ups and one (1) additional sign up after the seventy-two (72) hour posting.
- (d) If an officer fails to work a detail, the officer will forfeit four (4) opportunities the next month.
- (e) When the employer has less than seventy-two (72) hours to fill a detail, the Chief or designee will assign any qualified employee. The employer will attempt to fill these details equitably among the members as they occur.
- (f) Auxiliary officers cannot sign up for details until after the special duty assignments have been posted for at least five (5) days.
- (g) The Chief reserves the right to withhold an officer's opportunity to participate in the monthly details for infractions during details as a form of discipline.
- (h) Only the Chief or designee may approve a request for leave time to work a special duty at the beginning or end of a regular tour of duty on the same day as the special duty. This language does not prohibit a member from using approved leave time to work special duty when approval was granted twenty-four hours prior to the special detail.

**Article 20**  
**Canine Assignment**

**Section A - General Policy:** The Division Canine(s) shall be the property of the City of Marysville and will be licensed in accordance with all state and local laws. The assignment is managed using the provisions that follow.

- (1) The City will provide all food, equipment, insurance and veterinary services for the canine until termination of the program or until retirement of the canine. Upon retirement of the canine, the canine officer will have the opportunity to assume ownership of the retired canine for one dollar (\$1.00), and will assume all financial responsibility for the canine. The City reserves the right to terminate the program at anytime.
- (2) The Canine Officer agrees to remain with the canine unit for a minimum of five (5) years after initially being assigned to the canine unit. Should the Canine Officer be unable to complete the five (5) year commitment, the employer, the employee, and the OLC will meet to resolve the situation. Should this meeting fail to resolve the problem, the employee may use the grievance process.
- (3) The Canine Officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the officer inside the officer's residence and may be kenneled while on the employee's property. The employer will be responsible for the cost of kenneling the canine if the canine officer is away from home for an extended period.
- (4) The Canine Officer will be assigned a regular eight (8) hour shift unless an assignment requires the Canine Officer to work overtime. One day per week shall be designated a training day. The Canine Officer will be paid for the training day in the same manner as a regular work day.
- (5) The Canine Officer will accumulate one half (1/2) hour of compensatory time or overtime pay per work day. The half (1/2) hour of compensatory or overtime pay will be used for the care and maintenance of the canine including, but not limited to the cleaning, feeding and caring for the canine during the officer's off duty time. Time to and from the Canine Officer's normal assignment does not constitute any part of the work shift.
- (6) Four (4) hours of compensatory or overtime pay per a fourteen (14) day period will be earned by the Canine Officer for the care and maintenance of the canine on the officer's normal days off. When determining overtime eligibility these hours will be counted as hours already worked for purposes of overtime opportunities, but not for FLSA overtime compensation.
- (7) Any work performed on a normal day off other than the care and maintenance of the canine shall be paid at the applicable overtime rate. No compensation will be given until the officer's services are requested and the Canine Officer has actually left the officer's residence to respond to a "call-out".

(8) Due to the nature of this assignment, the Canine Officer agrees to be “on-call” with the understanding that the canine services may be requested at any time during the day or night. Should the Canine Officer not be available to respond to a request for service during their normal time off, the officer will not be subject to disciplinary action. Repeated failure to respond to requests for service during normal time off is grounds for reevaluation of the officer’s assignment to the canine unit.

**Article 21**  
**Pay Periods**

Employees covered by this Agreement shall be paid bi-weekly, i.e. every other week. It is understood and agreed that for the computation of pay purposes, the starting time of the work week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday.

**Article 22**  
**Holidays**

**Section A – Holidays:**

Each employee shall receive eleven (11) days straight time pay as compensation for duty performed on holidays throughout the year. The eleven (11) days represent the following holidays:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Good Friday	Friday preceding Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25

In addition, all members shall receive time and one half pay as compensation for duty performed on any day beyond the holidays mentioned in the above table or a time period specified by the Mayor or designee as a "City Holiday" or "Offices Closed" where any City employee is compensated. This does not apply when the City recognizes one of above mentioned eleven (11) holidays on the nearest business day for a holiday that lands on a weekend. Any employee required to work more than a normal shift on the above listed days shall receive an overtime rate of two and one half times their normal hourly rate for such overtime hours. Hours worked on the above Holidays shall be the hours between 12:00 Midnight till 11:59: PM of the day of the actual Holiday.

**Section B - Holiday Payment Procedure:** Payment for such holidays shall be made in the second pay period in November of each year in a separate check. A member who terminates employment during a given year shall be entitled to a prorated portion of the holiday pay the employee's would otherwise be entitled to receive. The proration shall be determined by multiplying the straight time rate by eight (8) times the number of holidays specifically listed herein which have occurred during the year prior to termination.

**Article 23**  
**Personal Leave**

Employees shall receive thirty-two (32) hours personal leave with pay each year upon request to, and approval by, the employee's supervisor. The request for personal time must be received by the supervisor at least twenty-four (24) hours in advance of the date requested. If said personal leave days are used for emergency situations, the City will waive the twenty-four (24) hour advance notice requirement. Personal leave does not accumulate from year to year. All employees covered under this agreement are entitled to said personal leave upon their date of hire.

**Article 24**  
**Vacation Leave**

**Section A - Vacation Accrual:** Employees shall earn vacation on the following schedule based on an employee's anniversary date:

<b>Years of Service</b>	<b>Earned – Full-time</b>
0 – 5 Years	8 hours per month/12 days a year
6 – 12 Years	12 hours per month/18 days a year
13 – 19 Years	16 hours per month/24 days a year
20 or More Years	20 hours per month/30 days a year

**Section B - Eligibility/Vacation Carry-Over:** An employee is eligible to use vacation accrual after the first pay period of employment. After the first year of employment and every year thereafter, no more than two times the annual total accumulated vacation hours in any year may be carried over into the next year. The rest of the vacation time not used will be deleted. However, an employee may carry over into the next year the full amount of unused vacation time accrued in the year before retirement with the following stipulations:

- (1) Such employee must notify the City in writing of the intention to retire on or before the employee's anniversary date preceding the twelve (12) months during which such employee expects to retire. Such retirement must take place on or before such employee's next anniversary date.
- (2) Such employee must in fact retire during such period to be eligible to receive full payment for all hours carried over.
- (3) If such employee does not retire during such period, the employee shall lose any vacation in excess of the two (2) year accrual maximum.

**Section C – Scheduling/Usage:** Vacation shall be scheduled subject to the manning requirements of the City as determined by the Chief. Vacation requests must be made in writing at least seventy-two (72) hours excluding Saturdays and Sundays, before the start of such proposed vacation when requesting vacation of one (1) week or more. Emergency vacation leave may be granted at the discretion of the Chief. In case of conflicting requests and subject to manning requirements, vacations shall be scheduled on the basis of seniority. However, vacation requests shall not be denied unreasonably. No vacation leave will be permitted if approved vacation leave forms have not been completed prior to the requested leave. Requests for vacation leave shall be approved or rejected by the Chief or designee within three (3) working days of receipt of the request. Vacation leave is taken in increments of one (1) hour.

**Section D - Vacation Termination Procedure:** Upon termination of employment for any reason, employees shall be entitled to pay for vacation accrued but not used. In the event that an employee dies while in paid status with the City, any vacation accrued but not used shall be paid

in a lump sum to a surviving spouse, or in the event there is no surviving spouse, to the estate of the deceased.

**Section E - Call to Duty Procedure:** Any employee ordered to work while on approved vacation leave shall be paid at one and one-half (1-1/2) times the straight time hourly rate for all hours worked, and the employee shall be granted reinstatement of the vacation leave.

**Article 25**  
**Leave of Absence for Military Training**

**Section A:** The City of Marysville provides eligible employees military leave in accordance with federal law, State law, and City policy.

**Article 26**  
**Sick Leave**

**Section A - Accrual and Usage:** Sick leave shall be accrued at the rate of four-and-six-tenths (4.6) hours of sick leave for every eighty (80) hours worked. Employees will be compensated at regular hourly rate for all authorized sick leave. Sick leave may be used for the following reasons:

- (1) Personal injury or physical incapacity (after injury leave expires if the employee so qualifies).
- (2) Illness in the employee's immediate family requiring the employee's personal care and attendance.
- (3) Enforced quarantine of the employee.
- (4) Birth or adoption of a child or placement of a child for foster care.

Upon request of the City, an employee requesting sick leave must provide such medical or other documentation as will prove the need for the leave. If there exists reasonable doubt as to the need for sick leave, the City may require the employee to be examined by a medical professional of its choosing, and at the City's expense. If the opinion of the City's medical professional is in conflict with that of the member's treating physician, the City may require a third opinion, again at the City's expense, and both parties must abide by the third opinion.

**Section B - Pay Out at Retirement:** Employees retiring under a state regulated retirement system shall receive payment of accrued but unused sick leave on the basis of one hour's pay for each three (3) hours of accrued sick leave, not to exceed four hundred-eighty (480) hours of payment.

**Section C – Sick Leave Buy-Out Incentive:** Employees may sell up to forty (40) hours of sick leave (at current hourly rate) provided they retain a minimum of two hundred-forty (240) total hours after the sale. Total amount of hours to be sold for any year is calculated by subtracting hours used for that year from forty (40); example: used eight (8), can sell thirty-two (32). Payment is made the last pay period in November. The employee must fill out HR Form - 30 (Sick Leave Buyout Request) and send to the Finance Director by October 1<sup>st</sup> for the payment to take effect.

**Article 27**  
**Bereavement Leave**

**Section A – Policy:** The City of Marysville provides paid leave for time away from work due to the death of a family member. The City recognizes employees may need time to tend to family needs and other arrangements. All regular full-time and permanent part-time employees are eligible for this benefit. For eligible new employees this benefit is effective on the date of hire. Bereavement leave is counted against employee sick leave, but not counted against the sick leave bonus.

**Section B - Notification/request:** The employee should notify his or her immediate supervisor of the intended time off at the earliest possible time using City of Marysville HR Form – 4 (Time Request).

**Section C - Immediate Family:**

- Defined: Immediate family for purposes of this policy is defined as: mother, father, father-in-law, mother-in-law, grandparents, grandchildren, sister, brother, sister-in-law, brother-in-law, spouse, children, or step-children.
- Entitlement: In the event of the passing of an immediate family member, an employee is entitled to paid leave for up to five (5) working days.

**Section D - Other Family Members:**

- Defined: Other family for purposes of this policy is defined as: grandparent-in-law, half-brother or half-sister, step-parent, step-brother, or step-sister.
- Entitlement: In the event of the passing of other family members, an employee is entitled to paid leave up to three (3) working days.

**Section E - Other Cases:** In other cases where there is an emotional attachment to a more distant relative such as an aunt or uncle, on their passing an employee is entitled to paid leave up to one (1) working day.

**Section F - Additional Leave/Accounting Procedures:** Department/division heads may grant additional sick leave. Credit for the additional leave is deducted from the employee's sick leave balance and does not impact any other policies, including sick leave bonus.

**Article 28**  
**Family and Medical Leave Act (FMLA)**

**Section A – Policy:** The City of Marysville complies with all provisions of the Family and Medical Leave Act of 1993 as amended (FMLA), by providing a leave of absence for family and medical purposes to all employees per law.

**Section B – Eligibility:** Employees are eligible for family or medical leave if they have completed twelve (12) months of employment and worked at least one thousand two hundred-fifty (1,250) hours during the previous twelve (12) months.

**Section C – Administration of Benefit:** City Policy 535 details how a covered employee submits for, gains approval, and how the program is otherwise administered.

**Article 29**  
**Injury Leave/Transitional Work**

**Section A - Policy:** All regular Police Division employees shall be entitled to injury leave with pay, less any Workers' Compensation salary benefits paid out by the Bureau of Workers Compensation (BWC), for a period not to exceed thirteen (13) work weeks. Injury leave is granted only for an injury incurred in the performance of official duties with the City, provided the procedures of this article are followed.

**Section B – Procedures:**

- (1) When injured in the line of duty, the employee will complete an accident/injury investigation form and in conjunction with the respective division head shall report such injury to Human Resources not more than twenty-four (24) hours after the employee was injured, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement.
- (2) In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to Human Resources. This documentation will include, but not be limited to, a statement from the employee's physician, an agreement (C-55) covering compensation reimbursement, any necessary BWC forms and other documents as may be required by the City. In the event that the BWC determines that the injury is not employment related, any time the employee is, or has been absent from work shall be deducted from accrued sick leave or other earned leaves.
- (3) During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time Police Division employees shall remain in force with no deductions to earned sick leave and/or vacation time.
- (4) In all cases where more than thirteen (13) weeks have been used by an employee, the Director of Administration may extend such leave by an additional thirteen (13) weeks, if such necessity is determined to the Director's satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician stating the need for the extension. The City reserves the right to have a physician of its choice examine the employee prior to making a decision. Any decision rendered by the Director of Administration regarding extension under this policy may be appealed to the Mayor. The Mayor's decision shall be final and binding and not subject to the grievance procedure. All cases will be dealt with on an individual basis, and the City's decision on each case will be without prejudice or precedence.
- (5) While an employee is on injury leave, that employee will report to work every thirty (30) days and update management on their medical status. This status report will be in person or via phone if medical necessity prevents the report in person. The City may, at anytime the employee is on injury leave, direct the employee for medical evaluation. Failure to report status or show for medical evaluation may result in the employee moving from injury leave to sick leave status.

**Section C – Transitional Work/Light Duty:** A transitional work/light duty program was established through labor management discussions that provides employees an opportunity to continue working for the division either upon return from injury leave, and/or sick leave or when it is medically necessary to temporarily reduce and/or eliminate certain job responsibilities. Employees may be offered the opportunity for transitional/light duty as indicated by their medical professional. Employees shall not be required to return to work on transitional/light duty unless and until their medical professional authorizes such a return.

**Section D – Snow Emergency Level 3 Provision:** In the event a Level 3 snow emergency is called and a member is scheduled to report to work under that condition, if that employee is injured in this process the City agrees to use Injury Leave for that employee in accordance with this article.

**Article 30**  
**Special Leaves**

**Section A - Special Leave:** In addition to other leaves authorized herein, the City may, at its sole discretion, authorize a special leave of absence with or without pay for purposes beneficial to the employee and the City.

**Section B - Jury Duty Leave:** An employee, serving upon a jury in any court of record will be paid the employee's regular salary for each workday during the period of time so served. Upon receipt of payment for jury service, the employee shall submit jury fees to the Chief who shall then deposit such funds with the Director of Finance. Time so served shall be deemed active and continuous service for all purposes.

**Section C - Examination Leave:** Time off with pay shall be allowed employees to participate in Civil Service test or to take a required examination(s) pertinent to their City employment before a State or Federal Licensing Board.

**Section D - Court Leave:** Time off with pay shall be allowed members who are required to attend any court of record in the State of Ohio in civil or criminal matters relating to duties performed for the City of Marysville. Upon receipt of payment for witness service, the member shall submit fees to the Chief who will then deposit such funds with the Director of Finance.

**Article 31**  
**Uniforms, Personal Property, and Body Armor**

**Section A – Uniform:**

- (1) The City will furnish new employees with a complete set of uniforms for the first year's service. This will include both summer and winter issue, but the City may provide the appropriate uniforms on the date of hire and the rest of the initial uniform when it becomes necessary.
- (2) After the first year of employment, uniformed employees shall be entitled to an annual uniform allowance. The annual allowance shall be an account of nine hundred, seventy-five dollars (\$975) for Police Officers and Sergeants, and seven hundred, seventy-five dollars (\$775) for Communication Officers for the term of this contract. The City will designate vendors that officers can purchase equipment, uniforms, and dry cleaning services. Officers will bring all receipts to the City. The City will track the account status.
- (3) Upon permanent assignment to non-uniformed duty, employees shall be entitled to a one-time clothing allowance equal to five hundred dollars (\$500) upon the officer providing receipts. Initial changes of uniform resulting from promotion shall be paid by the City. The non-uniformed duty officer annual nine hundred, seventy-five dollars (\$975) allowance will be tracked by the City as established in paragraph (2) above, however, the officer may use additional vendors not specified by management for civilian clothing. If additional vendors are used for civilian clothing, the City will reimburse the officer upon receipt and their account is adjusted.
- (4) Officers who have not used all the money spelled out in Section A(2) above, but have passed a department inspection (based on the uniforms professional image and safety) of their existing uniform(s), shall be entitled to receive a check for the remaining balance of their uniform allowance, to be paid on the second regular payroll check in December. The officer will be taxed at their normal rate of tax as prescribed by the IRS. The inspection will be performed each year, before February 1<sup>st</sup>.
- (5) The employee shall purchase replacement uniform articles from a list of approved vendors maintained by the Division. Following satisfactory completion of an employee's probationary period, articles of clothing shall become the property of the employee. Equipment articles, if furnished by the City shall remain the property of the City and shall be returned to the City upon resignation, discharge, or retirement in the same condition as when received, less normal wear and tear. Shirts and pants issued in the same year that an employee resigns, is discharged, or retires shall also be returned to the City. In addition, upon resignation, discharge, or retirement, all badges, emblems, or any other item reflecting duty with the Marysville Police Division will be returned to the City.
- (6) Equipment articles lost or stolen through negligence shall be replaced by the employee. Clothing damaged or destroyed in the line of duty will be replaced by the City.

(7) When uniform changes are mandated by the City, the initial change shall be paid by the City.

**Section B - Personal Property:** The City will replace or repair eyeglasses or contacts limited to three hundred dollars (\$300), and watches limited at fifty dollars (\$50) damaged in the line of duty unless negligence by the employee contributed to the property lost or damaged.

**Section C – Ballistic Vest (Police Officers and Sergeants):** A ballistic vest is required as part of the standard uniform requirements for police officers and sergeants of the City of Marysville Police Division. The City shall pay the cost of ballistic vest for employees who are required to wear them. The City will pay replacement costs in the same manner subject to the discretion of the Chief. Replacement of the ballistic vest shall be within the recommendations of the manufacturer, but at least every five years.

**Article 32  
Insurance**

**Section A – Wellness Program:** The City and OLC/FOP both recognize that an effective wellness program can help keep the workforce healthy and also keep medical insurance costs down. The City will maintain some form of wellness committee and OLC/FOP will provide a member to that committee. The committee will meet as necessary to promote a health workforce vision and implement goals and action steps to that end.

**Section B - Medical Plans:** The City offers the following three plans to all members:

**Plan A (PPO):**

Coverage Changes	PPO
Out-of Pocket Individual (Ind)	\$200
Out-of-Pocket Family	\$400
Office Visits	\$15 co pay
Allergy Injections	\$5 co pay
RX Retail	Tier 1: \$10 Tier 2: \$25 Tier 3: \$40 Tier 4: Mandatory Gen.
Rx Mail	Tier 1: \$10 Tier 2: \$65 Tier 3: \$120 Tier 4: Mandatory Gen.
Lifetime Max (Ind)	Unlimited

**Plan B (HRA):** This is the same plan offered in year 2013. It is a consumer-driven Health Reimbursement Account (HRA). The plan is otherwise the same as detailed in the 2013 .

The City of Marysville may make a contribution to your HRA account each year. The amount of that contribution will vary depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The unused portion of your HRA account will carry over from year to year, but there is a cap on your HRA account balance depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The following schedule outlines the annual contributions and cap:

	Single Coverage Annual Contribution	Family Coverage Annual Contribution
1 <sup>st</sup> Year in Plan*	\$ 1,600	\$ 3,200
2 <sup>nd</sup> and Subsequent Years	\$ 1,450	\$ 3,000
Maximum Cap	\$ 5,000	\$ 10,000

(\* 1<sup>st</sup> Year in plan is defined as new employees, current employee never in HRA previously, or any employee not taking the City’s medical insurance for three (3) calendar years.)

- **Beginning of Year:** Your annual contribution for the year is based on your status under the group health plan as of the first day of the plan year (or open enrollment). The annual contribution is deposited into your HRA account on or about January 7. Example: if you elect family coverage and this is your first year in the plan your annual contribution for 2014 is \$3,200 for the plan year. The maximum cap is also based on this same status and your previous years in the plan. The amount in your account as of December 31 of that previous year is used to determine your cap. If the employee has claims pending from that previous year (date of service before January 1), they must produce this claim information on or before April 1 of the current plan year to gain credit to the cap.
- **New Employees:** New employees are given a pledge amount prorated for the entire year based on their single/family status. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, first year in plan, gets 3 months of \$1,600 or \$400.
- **Single/Family Changes in Plan Year:** If the employee switches from family to single Coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorated to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).

Note that your HRA account balance is forfeited if your employment with the City of Marysville terminates for any reason.

**Plan C (HSA):** This is the same plan offered in year 2013 as Plan C, with the exception of the basic differences (by-law) between the HRA and the consumer-driven Health Savings Account (HSA). The two (2) major differences are the deductible and the City’s pledge (contribution for HSA) to the account (see the below table for amounts by category):

There is no cap regarding the HSA.	Single Coverage Annual Contribution	Family Coverage Annual Contribution
1 <sup>st</sup> Year in Plan*	\$ 2,300	\$ 4,500
2 <sup>nd</sup> Year in Plan	\$ 2,150	\$ 4,250
3 <sup>rd</sup> Year (or more) in plan	\$ 2,000	\$ 4,000

(\* 1<sup>st</sup> Year in plan is defined as new employees, current employee not taking HSA previously, or any employee not taking the City’s medical insurance for three (3) calendar years.)

- **Beginning of Year:** Because there is no cap regarding HSA, the employee receives funding based on type of plan (single/family) distributed in four equal sums on a quarterly basis starting January 7, then April 8, July 8, and the last on October 7. The funding goes directly to the employee.
- **New Employees:** Funding is based on type plan (single/family) and is prorated for the year. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, first year in plan, gets 3 months of \$2,300 or \$575.

- **Single/Family Changes in Plan Year:** If the employee switches from family to single coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorated to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).
- Employees leaving employment with the City are no longer eligible for the HSA as of their last official date of service. Funding is carried forward from one year to the next. If the employee elects to not select the HSA the funding remains the employees. Account balance remains with employee on opted out.

**Section D - Premium Splits:** The City and labor agree to an 80/20% split respectfully, regarding monthly premiums for the above plans.

Should the adopted health care legislation of the Congress of the United States alter (by-law) these plans during the term of this agreement, the parties agree to meet to discuss changes and implementations of the required Federal Health Care legislation.

**Section E - Opt Out/Stay Out Provision:** The City reserves the right to initiate an Opt Out/Stay Out program during the term of this collective bargaining agreement to see if it is fiscally sound to the citizens as well as a viable choice to the employee. It would be given as an option only to the plans listed in this article.

**Section F - Change in Carriers:** If it becomes necessary to change carriers and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Union prior to implementing the change in order to negotiate the impact of any proposed change. The City will make every effort to fund a plan or plans as similar to this that currently exist, but there is no guarantee that the exact plan will be available based on carrier.

**Section G – Life:** The City agrees to provide a term life insurance policy covering each employee in the amount of 1.5 times the employee’s base salary up to a maximum of \$50,000. The City shall pay the entire cost of the policy. This coverage amount shall be doubled for a member killed in the line of duty.

**Section H - Professional Liability:** Professional liability insurance will be provided to the members at no cost, so long as it is reasonably available.

**Section I - Short-Term Wage Plan:** The City shall assume self-funding of the short-term disability program for off-the-job accidents and illnesses. The employee shall first use accumulated sick leave for such off-the-job accidents and illnesses. After accumulated sick leave has reduced to 72 hours, the City shall provide compensation up to sixty-seven percent (67%) of the weekly wage not to exceed \$500 for a period up to 26 weeks. Such payments shall begin after seven (7) days for illnesses and zero (0) days for accidents, if the employee has no accumulated sick leave. Management may disapprove this entitlement on a case-by-case basis when evidence of excessive use exists; subject to grievance process.

**Article 33  
Longevity Pay**

**Section A – Longevity:** Employees who are in full-time employment by the City as of November 15th of each year shall be entitled to longevity pay as follows:

<b>Years Worked/Tiers</b>	<b>Pay Factoring</b>	<b>Paid Out Date</b>
0 – 2	Not eligible	N/A
3 – 5	\$475	2 <sup>nd</sup> payday in Nov
6 – 8	\$550	2 <sup>nd</sup> payday in Nov
9 – 11	\$625	2 <sup>nd</sup> payday in Nov
12 – 14	\$700	2 <sup>nd</sup> payday in Nov
15 – 20	\$775	2 <sup>nd</sup> payday in Nov
20+	\$850	2 <sup>nd</sup> payday in Nov

In the case of retirement, the employee is paid prorated longevity (based on 15 November date) on retirement. Employees resigning or terminated are not eligible for this prorated longevity.

Longevity shall be added to the hourly base rate for the purposes of overtime as required by the F.L.S.A.

**Article 34**  
**Health and Safety**

**Section A - Safety Program:** The City agrees to furnish and maintain in safe and operable condition all tools, vehicles and equipment required to safely carry out the duties of each departmental position. Employees are responsible for reporting in writing to their immediate supervisor any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

**Section B – Physicals:** For the health and safety of all employees and citizens, employees will maintain themselves in good physical condition to perform duties as determined by the physical, and the results shall be confidential to the Police Chief, Director of Administrator, Human Resources, and Mayor. Such medical evidence in itself shall not be used for termination by the employer.

- (1) The City at its own expense will provide physical examinations per the following criteria.

<b>Age Bracket</b>	<b>Frequency of Physical</b>
18-30	Every 3 Years
31-40	Every 2 Years
41 – and Older	Every Year

- (2) When a member receives a false-positive stress test as defined by further testing clearing the member, the cost of this further testing is reported to the member's insurance company and the City picks up the members out-of-pocket costs/deductible.
- (3) To reduce costs and the possible number of false-positive stress tests, the following guidelines will be used for frequency of stress tests:
- After initial pre-employment, with no risk factors and/or symptoms of heart disease, stress tests are not needed until age 45.
  - Annually anyone age 45 with one or more risk factors.
  - Annually anyone that has symptom of heart disease must see their cardiologist, have appropriate testing and a clearance from cardiologist
  - Annually anyone above 50, even if they are asymptomatic and have no risk factors.
  - For those MPD personnel that have repeated false positives, the City reserves the right to have a nuclear stress test done that would be valid for five years.

**Section C - O.S.H.A. Regulations:** The City agrees to comply with any O.S.H.A. Regulations as they relate to the bargaining unit.

**Article 35  
Wages-Communication Officers**

**Section A - Pension Pickup to Wages:** Each employee in the bargaining unit shall receive a wage increase of 7% (before cost of living is applied) starting April 6, 2014 to replace the employee portion pension pickup of eight and fifty hundredths (8.5) percent.

**Section B - Wages:** Wages for employees in the bargaining unit shall be:  
**January 1, 2014 (1% raise)**

**Communications Dispatch Officers CDO)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$33,444.74	\$37,100.13	\$39,978.22	\$43,822.69	\$47,057.92
Hourly	\$16.08	\$17.84	\$19.22	\$21.07	\$22.62
Percent Raise	1%	1%	1%	1%	1%

**Dispatch Supervisor**

	Step A	Step B
Annual	\$49,410.82	\$51,889.76
Hourly	\$23.76	\$24.95
Percent Raise	1%	1%

**Note:** Step B reached after 2 years from time of Step A appointment.

**April 6, 2014 (7% wage increase instead of 8.5% employee shared previously paid by city)**  
**Communications Dispatch Officers CDO)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$35,785.87	\$39,697.14	\$42,776.70	\$46,890.28	\$50,351.97
Hourly	\$17.20	\$19.09	\$20.57	22.54	24.21
Percent Raise	7%	7%	7%	7%	7%

**Dispatch Supervisor**

	Step A	Step B
Annual	\$52,869.58	\$55,522.04
Hourly	\$25.42	\$26.69
Percent Raise	7%	7%

**Note:** Step B reached after 2 years from time of Step A appointment.

**January 1, 2015 (1.5% raise)**

**Communications Dispatch Officers CDO)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$36,322.66	\$40,292.60	\$43,418.35	\$47,593.63	\$51,107.25
Hourly	\$17.46	19.37	\$20.87	\$22.88	\$24.57
Percent Raise	1.5%	1.5%	1.5%	1.5%	1.5%

**Dispatch Supervisor**

	Step A	Step B
Annual	\$53,662.61	\$56,354.87
Hourly	\$25.80	\$27.09

Percent Raise	1.5%	1.5%
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**Note:** Step B reached after 2 years from time of Step A appointment.

**January 1, 2016 (2% raise)**

**Communications Dispatch Officers CDO)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$37,049.11	\$41,098.45	\$44,286.72	\$48,545.50	\$52,129.40
Hourly	\$17.81	\$19.76	\$21.29	\$23.34	\$25.06
Percent Raise	2%	2%	2%	2%	2%

**Dispatch Supervisor**

	Step A	Step B
Annual	\$54,735.86	\$57,481.97
Hourly	\$26.32	\$27.64
Percent Raise	2%	2%

**Note:** Step B reached after 2 years from time of Step A appointment.

**Section C - Step Progression:** Step A shall be the normal hiring step the normal progression shall be on an annual basis on the employee's anniversary hire date and such progression shall be subject to a minimal rating of "Marginal" on the performance evaluation.

**Section D - Shift Differential:** A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight and 8 a.m. (A Shift) in the amount sixty cents (\$.60) per hour.

**Section E - Field Training Officer:** When a communication officer is assigned the duties of Field Training Officer, the communication officer shall receive one-half hour of overtime per each eight-hour training day.

**Section F – TAC/ATAC Officer:** Any employee performing the assigned duties as a "TAC Officer" shall be given an additional fifty cents (\$.50) per hour for all hours worked. Any employee performing the assigned duties as an "Assistant TAC Officer" shall be given twenty five cents (\$.25) per hour for all hours worked.

**Article 36**  
**Wages-Police Officers**

**Section A - Pension Pickup to Wages:** Each employee in the bargaining unit shall receive a wage increase of 8.3% starting April 6, 2014 to replace the employee portion pension pickup of ten (10) percent.

**Section B - Wages:** Wages for employees in the bargaining unit shall be:

**January 1, 2014 (.5% raise)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$41,557.15	\$46,239.65	\$50,148.70	\$55,144.75	\$60,391.66
Hourly	\$19.98	\$22.23	\$24.11	\$26.51	\$29.03
Percent Raise	.5%	.5%	.5%	.5%	.5%

**April 6, 2014 (8.3% wage increase in lieu of 10% employee share previously paid by the city)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$45,006.39	\$50,077.54	\$54,311.04	\$59,721.76	\$65,404.17
Hourly	\$21.64	\$24.08	\$26.11	\$28.71	\$31.44
Percent Raise	8.3%	8.3%	8.3%	8.3%	8.3%

**January 1, 2015 (1.5% raise)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$45,681.49	\$50,828.70	\$55,125.70	\$60,617.59	\$66,385.22
Hourly	\$21.96	\$24.44	\$26.50	\$29.14	\$31.92
Percent Raise	1.5%	1.5%	1.5%	1.5%	1.5%

**January 1, 2016 (2% raise)**

	Step A	Step B	Step C	Step D	Step E
Annual	\$45,595.12	\$51,845.27	\$56,228.21	\$61,829.94	\$67,712.92
Hourly	\$22.40	\$24.93	\$27.03	\$29.73	32.55
Percent Raise	2%	2%	2%	2%	2%

**Section C. Step Progression:** Step A shall be the normal hiring step unless the employee does not have the minimum state required training. Newly hired employees who do not have the minimum state required training, shall start at two dollars (\$2.00) below Step A until successful completion of said training. Newly hired employees shall move to Step A upon completion of said training. Normal progression shall be on an annual basis on the employee's anniversary hire date and such progression shall be subject to a minimal rating of "Marginal" on the performance evaluation.

**Section D - Shift Differential:** A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight and 8 a.m. (A Shift) in the amount of sixty cents (\$.60) per hour.

**Section E. Field Training Officer:** When an officer is assigned the duties of Field Training Officer, the officer shall receive one-half hour of overtime per each eight-hour day.

**Section F. Working Out of Classification:** When a police officer is assigned the duties of the next higher rank/officer in charge (OIC) , the police officer shall be paid at Step A of the next higher rank.

**Section G. Detectives:** Detectives will receive an hourly premium of fifty cents (\$.50) per hour while assigned/acting as Detectives. The parties acknowledge that the Detective position is an assignment, not a promotion. Employees may be assigned to and from the Detective position from time to time. The parties agree that this premium is for actual hours worked.

**Article 37**  
**Wages-Sergeants**

**Section A - Pension Pickup to Wages:** Each employee in the bargaining unit shall receive a wage increase of 8.3% starting April 6, 2014 to replace the employee portion pension pickup of ten (10) percent.

**Section B - Wages:** Wages for employees in the bargaining unit shall be:

**January 1, 2014 (.5% raise)**

	Step A	Step B	Step C
<b>Annual</b>	\$67,122.74	\$70,467.38	\$73,310.33
<b>Hourly</b>	\$32.13	\$33.88	\$35.25
<b>Percent Raise</b>	.5%	.5%	.5%

**April 6, 2014 (8.3% wage increase in lieu of 10% employee share previously paid by city)**

	Step A	Step B	Step C
<b>Annual</b>	\$72,693.93	\$76,316.17	\$79,395.09
<b>Hourly</b>	\$34.95	\$36.69	\$38.17
<b>Percent Raise</b>	8.3%	8.3%	8.3%

**January 1, 2015 (1.5% raise)**

	Step A	Step B	Step C
<b>Annual</b>	\$73,784.34	\$77,460.91	\$80,586.02
<b>Hourly</b>	\$35.95	\$37.24	\$38.74
<b>Percent Raise</b>	1.5%	1.5%	1.5%

**January 1, 2016 (2% raise)**

	Step A	Step B	Step C
<b>Annual</b>	\$75,260.03	\$79,010.13	\$82,197.74
<b>Hourly</b>	\$36.18	\$37.99	\$39.52
<b>Percent Raise</b>	2%	2%	2%

**Section C. Step Progression:** Step A shall be the normal hiring step the normal progression shall be on an annual basis on the employee's anniversary hire date and such progression shall be subject to a minimal rating of "Marginal" on the performance evaluation.

**Section D - Shift Differential:** A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight and 8 a.m. (A Shift) in the amount of sixty cents (\$.60) per hour.

**Section E. Field Training Officer:** When a Sergeant is assigned the duties of Field Training Officer, the Sergeant shall receive one-half (.5) hour of overtime per each eight-hour day.

**Section F. Working Out of Classification:** When a Sergeant is assigned the duties of the next higher rank, the Sergeant shall be paid at lowest step of the next higher rank.

**Article 38**  
**Severability**

**Section A:** Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraining shall not invalidate or affect the remaining portions hereof or the application of such portions or to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

**Section B:** In the event of invalidation of any portions of the Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Article 39  
Training

**Section A – Training:** The City will provide the necessary training required to maintain the proficiency of the job. This training may be either initiated by the City pursuant to a training schedule or by the member, with the approval of the Chief of Police or designee. The training shall be related to a member's performance of the member's duties or in preparation for job duties which may be assigned to the member after completion of training. Reasonable efforts shall be made to accommodate the training to the member's regular work schedule. The City shall endeavor to provide as much advanced notice as practical to members regarding their training schedules. In that this training is a work related duty, the member shall receive all pay and benefits to which the member is otherwise entitled during training.

The expense for members who are required or requested to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the Employer, shall be paid by the Employer as follow:

- (1) Registration fees, tuition charges for the training school, seminar, or educational or other Instructional programs.
- (2) The Employer shall pay for meals when not provided by the tuition.
- (3) The Employer shall pay the current rate for mileage, as determined by the IRS, when a member is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, a member will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief of Police. All other travel shall be considered to be non-work-related and non-reimbursable. Bus, train, or airfare at best available rate is provided for lengthy trips when travel is approved by the Director of Administration.
- (4) Hotel or motel charges when lodging are not provided as a term of tuition payment.
- (5) Hourly rates will be paid when schools or training are scheduled during regular working hours. The employee will make every effort to not exceed the standard eight (8) hour work day as to create an overtime situation.
- (6) All necessary tools and equipment required by the course of instruction.

**Article 40**  
**Tuition Reimbursement**

**Section A – Policy and Eligibility:** The City of Marysville sponsors a tuition reimbursement program, in order to assist employees in obtaining job-related skills and knowledge. All regular full-time (non-probationary) employees completing at least one year of service prior to the start date of the course(s) are eligible.

**Section B – Limits and Program Criteria:**

- (1) The program provides for a maximum tuition reimbursement of **\$3000** for undergraduate courses or **\$6,000** for graduate courses over the span of one calendar year. This includes tuition, textbooks and fees only. The City maintains the right to further set limits on reimbursement based on the City's financial state. These limits will be done consistently across the City as the same reduction in reimbursement will be applied to all City employees that requested the reimbursement.
- (2) The coursework must directly relate to the employee's job or career path as determined by management.
- (3) Employees will take coursework on their own time.
- (4) Employees will take course(s) at an accredited college, university, community/junior college or business/commercial school.
- (5) The City will reimburse for certification courses if the courses are required or relevant to the employee's current position. The employee does not need to take all the courses in the certification program to be eligible for reimbursement.

**Section C – Application Process:**

- (1) The employee must notify their supervisor of the courses and costs of class work by July 1 for the next calendar year to give the supervisor notice to budget for the tuition.
- (2) The employee will complete City of Marysville HR Form – 10 (Tuition Reimbursement Request) by January 31 for each year to estimate their participation in the tuition reimbursement program for that year.
- (3) Submit applications through the Police Chief for approval to the Human Resource (HR) Manager. HR must receive the request at least **two (2)** weeks prior to the start of classes. HR may process applications received late if it is determined there are extenuating circumstances.
- (4) If the Police Chief does not approve the request, the request is still submitted to HR with a written explanation. For individual courses and/or professional certification programs, include a description or outline of each course, as well as associated fees.

- (5) HR routes the complete request form back to the employee and files a copy in the employee's record.
- (6) All approved applications for that calendar year will be honored by the City.

**Section D – Degree Programs:** For degree programs, the request must include a list of courses required for the program and a copy of the acceptance letter for the degree program. Once the Police Chief and HR approves a degree program, it is not necessary to submit requests for each term. Instead, the employee completes and submits the appropriate institutes' term enrollment form to HR. If the employee's major is changed, department/division heads and HR must approve the new degree.

**Section E – Appeal Process:** If all or part of an employee's request is not approved, the employee may appeal the decision to the Director of Administration. This appeal is a written letter/memo detailing additional information and submitted to the Director of Administration within seventy-two (72) hours of the HR notification to the employee. The Director of Administration will issue the final written decision within five (5) workdays.

**Section F – Reimbursement Process:** The City reimburses employees upon successful completion of the course(s) (grade of C or better). After submitting required documents to HR, employees receive tuition reimbursement as a separate check enclosed with their paycheck for the following pay period. An employee must submit the following documents to HR within forty-five (45) days of the completion of an approved course:

- (1) Copy or original request form (HR Form – 10).
- (2) Official receipts showing payment for tuition and fees by employee
- (3) A grade slip
- (4) A certificate or letter documenting successful completion of certification coursework

**Section G – Pay Back for Resignation/Termination of Employment:** If an employee resigns or is terminated within two (2) years of receiving tuition reimbursement, that employee must pay back reimbursements. Within the first year after reimbursement, the employee must pay back one hundred percent (100%) of the reimbursement. Within the second year after reimbursement, the employee must pay back fifty percent (50%) of the reimbursement. This payback is deducted from remaining City paychecks. All funds in excess of City paychecks are due on or before the last day of employment.

**Article 41**  
**Substance Abuse and Testing**

In concert with our Drug-Free Workplace Program, the City of Marysville believes that employees share responsibility for a safe work environment and that it is reasonable for employees to avoid usage of alcohol and other drugs that may affect their performance and safety at work. Our primary interest is in preventing all accidents and injuries. The City administers the Drug-Free Workplace Program in accordance with City Policy 715 regarding substance abuse and testing procedures.

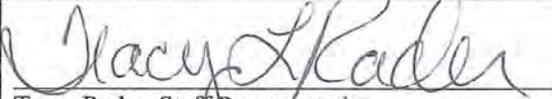
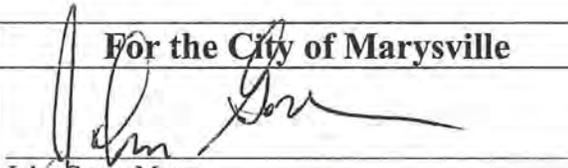
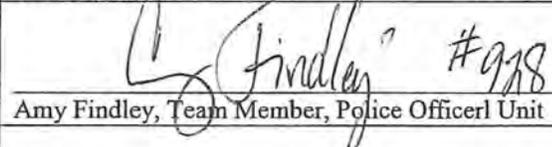
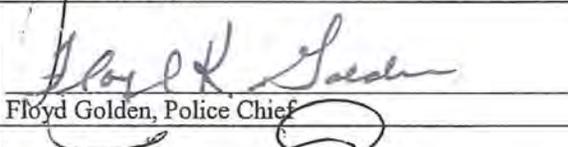
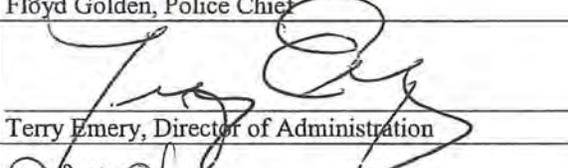
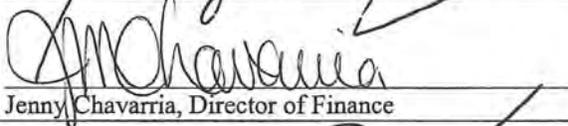
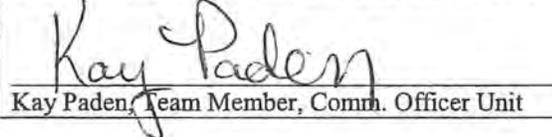
**Article 42**  
**Duration of Agreement**

**Section A – Duration:** This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016 or otherwise terminated as provided herein.

**Section B – Modify, Amend, or Terminate:** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be a State Employee Relations Borad approved method at the time of such notice. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section C – Dispute Resolutions:** The parties agree to follow the dispute resolution mechanisms as prescribed in Section 4117 of the Ohio Revised Code.

Executed on this 11<sup>th</sup> day of April, 2011.

For the Ohio Labor Council	For the City of Marysville
 Tracy Rader, Staff Representative	 John Gore, Mayor
 Amy Findley, Team Member, Police Officer I Unit	 Floyd Golden, Police Chief
 Ronald Nicol, Team Member, Sergeant Unit	 Terry Emery, Director of Administration
 Nathan Stone, Team Member, Police Officer Unit	 Jenny Chavarria, Director of Finance
 Kay Paden, Team Member, Comm. Officer Unit	 Brian F. Dostanko, Director of Human Resources



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City Hall, 209 South Main Street  
Marysville, Ohio 43040-1641  
(937) 645-7366  
FAX (937) 645-7352  
www.marysvilleohio.org

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**MEMORANDUM OF AGREEMENT**

To: All Concerned  
From: City of Marysville Division of Police and FOP/OLC Lodge #171  
Re: Establishing Rates for Special Duty Events  
Date: February 7, 2014

To All Concerned;

The parties; City of Marysville Division of Police (MPD) and the Fraternal Order of Police/Ohio Labor Council, Inc, Lodge 171 (Local) in accordance with the collective bargaining agreement between the parties, Article 19, Section G, met and now establish the below rates for MPD Sergeants and Officers performing special duty:

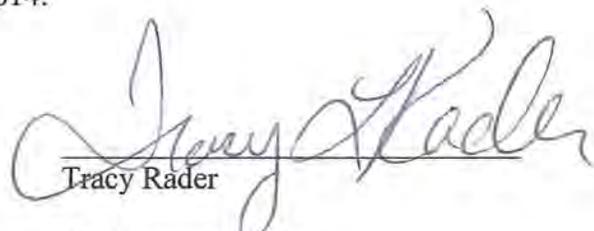
- Organizations Not-for-profit Rate: \$30 an hour
- Organizations for Profit Rate: \$34 an hour

These rates go into effect as of March 1, 2014. Any previously committed event(s) or a currently on-going series of events (such as the Marysville High School basketball season), will be under the old rate.

These rates are in effect for calendar year 2014 and/or until the parties meet under CBA, Article 19, Section G and agree to revise.

Agreed to by the parties, on this date, February 7, 2014:

  
\_\_\_\_\_  
Floyd Golden  
Chief  
Marysville Division of Police

  
\_\_\_\_\_  
Tracy Rader  
OLC Representative

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

and,

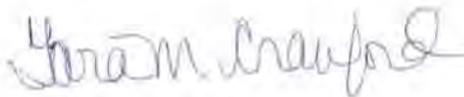
CITY OF MARYSVILLE,  
EMPLOYER.

}  
} Case No(s): 13-MED-07-0815  
} 13-MED-07-0820  
} 13-MED-07-0821  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



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

cc: Mr. Brian Dostanko, [bdostanko@marysvilleohio.org](mailto:bdostanko@marysvilleohio.org)