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12/19/2013

**AGREEMENT**

**BETWEEN**

**THE CITY OF WEST CARROLLTON, OHIO**



**AND**

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



**[Patrol Officers and Detectives]**

**Effective**

**December 16, 2013**

**Expires**

**December 18, 2016**

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## ARTICLE 1 - CONTRACT

Section 1.1 Contract This Contract is made and entered into by and between the City of West Carrollton, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Labor Council or FOP/OLC).

Section 1.2 Purpose This Contract is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations among the City, Bargaining Unit Members, and the Labor Council.

Section 1.3 Service to the Public The City, the Labor Council and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and with dedication to its interests, to assure that the services of the City are provided without interruption and with the highest standards of proper public performance.

Section 1.4 Severability Should any part of this Contract 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 Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Contract shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.5 Amendment to Contract Unless otherwise provided in this Contract, no changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so.

## ARTICLE 2 - RECOGNITION

Section 2.1 Recognition The City recognizes the Labor Council as the exclusive bargaining representative with respect to wages, hours and terms and conditions of employment for the bargaining unit members described in Section 2.2 of this Article.

Section 2.2 Bargaining Unit The Bargaining Unit shall consist of the below listed classifications as certified by the Ohio State Employment Relations Board in case number 96-REP-01-0005 on May 9, 1996:

Patrol officers and detectives below the rank of sergeant.

Excluded from this unit are all managerial, confidential, seasonal, casual employees, supervisors as defined by §4117.02(F), Ohio Revised Code, and all other employees. References throughout this Contract to bargaining unit members (hereinafter "Members") shall mean employees within the bargaining unit, unless specified otherwise.

### **ARTICLE 3 - LABOR COUNCIL RIGHTS**

Section 3.1 Labor Council Rights The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

The Employer agrees to deduct FOP/OLC membership dues the first pay period of each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this Labor Agreement, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share, such deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including the interest, if any.

The Employer 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; or (6) resignation by the employee from the FOP/OLC.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

The rate at which dues are to be deducted shall be certified to the Employer or designee by the FOP/OLC during December of each year. One (1) month advanced notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

Section 3.2 Labor Council Responsibility Except as otherwise provided in Section 3.1 of this Article, the Labor Council agrees that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Contract regarding the deduction of Labor Council membership dues. Upon remittance of dues deductions to the Labor Council each month, their disposition thereafter shall be the exclusive responsibility of the Labor Council.

The Labor Council hereby agrees that it will indemnify and hold harmless the City and its agents from any claim(s), action(s) or proceeding(s), including the defense thereof, by a Member or ex-Member arising out of any deductions made by the City pursuant to Section 3.1 of this Article. However, if requested by the City, the Labor Council shall provide its legal counsel at no cost to the City and/or its agents to defend the City and/or its agents in any such claim(s), action(s) or proceeding(s).

Section 3.3 Labor Council Bulletin Board The City will provide the Labor Council the use of a bulletin board. The Labor Council will provide the Chief a copy of any notice before it is posted. Labor Council bulletins and F.O.P. material only will be permitted to be posted on this board, and will include no material derogatory to the City, no inflammatory material, no material concerning local political candidates, and no advertisements for nay other political candidate.

#### **ARTICLE 4 - NON-DISCRIMINATION**

Section 4.1 Joint Pledge The City and the Labor Council shall not unlawfully discriminate against any Member on the basis of the Member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, union membership or non-membership, disability, or application for or participation in the Worker's Compensation Program, as provided by law.

Section 4.2 Gender “He,” “his,” and “him” and “she,” “hers,” and “her” may be used interchangeably. Singular and plural may also be interchanged if the sense requires it.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Section 5.1 Reserved Rights Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains all of its statutory and common law rights of authority to manage the operation of the Police Department of the City of West Carrollton as such rights existed prior to the execution of this or any previous agreement with the labor union. The sole and exclusive rights of the City which are not abridged by this Agreement, shall include, but are not limited to the establishing or continuing of policies, practices or procedures for the conduct of the Police Department, the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees; to promote or demote employees for just cause; and otherwise take such measures as the City may determine to be necessary for the orderly and efficient operation of the Police Department for the City of West Carrollton, Ohio, provided that Union members shall not be discriminated against.

Nothing impairs the right and responsibility of the City to:

- (1) Determine the matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retrain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take action to carry out the mission of the public employer as a governmental unit; and
- (10) Maintain a drug and/or controlled substance random testing program.

This section is not a waiver of the City's right to refuse to bargain about any right of management contained in §4117.08(C), Ohio Revised Code, except to the extent that right is expressly modified elsewhere in this Agreement.

## **ARTICLE 6 - BARGAINING UNIT BUSINESS**

### Section 6.1 Bargaining Unit Business

- A. All Labor Council business shall be conducted outside paid working hours. The only exceptions are those specifically listed in this Agreement.
- B. The Labor Council may designate representatives, as appropriate, and shall certify to the City the name, office and shift of each such representative. The City will recognize no one as a representative unless properly certified in writing by the Labor Council. The appropriate representative may attend grievance meetings as specified in steps 1 through 3 of the grievance procedure without loss of pay, provided adequate advance notice is given to the representative's supervisor of the rank of Sergeant or above and that supervisor's consent has been obtained. The City will make every reasonable effort to accommodate such request.
- C. In extraordinary circumstances, the Chief may grant special permission for Labor Council consultation during working time. These will be kept to an absolute minimum and will not be granted without a clear showing of extraordinary circumstances.
- D. A non-employee representative of the Labor Council will be admitted to the City's facilities for the purpose of processing grievances or attending meetings as permitted in this Agreement. Upon arrival, the Labor Council representative shall contact the Police Chief or designated representative. The representative shall not conduct any union activities in any work area without the specific advance approval of the Chief or designee. No official of the Union, employee or non-employee, shall interfere with, interrupt or disrupt the normal working duties of employees.

Section 6.2 Negotiating Committee The Labor Council and the City have the right to select their own Negotiations Committee and to change Committee members at will. The Labor Council team will consist of no more than six (6) participants of which four (4) will be bargaining unit members, and two (2) Labor Council representatives.

Section 6.3 Notification of Supervisor Each member of the negotiating committee will the member's immediate supervisor and the Chief know of the need to attend negotiations, and will keep each of them informed of meeting dates and times. The Chief, the Union,

and the employees will work together to try to avoid any lost time due to negotiations, including exchanging shifts where this is feasible and has the approval of the Chief. Each bargaining committee member will give the department as much advance notice of meetings as possible.

Section 6.4 City Cooperation The department will make every reasonable effort to grant a bargaining committee member permission to attend meetings. Since the department is quite small, and the number of committee members is relatively large, circumstances may require the canceling of this permission in a specific instance.

Section 6.5 No Loss of Pay During the ninety-day period starting (ninety) 90 days before the date specified in Article 33 as the ending of this Agreement and ending on that date, if the above conditions are met, the City will pay committee members for time necessarily lost from their regular straight time shifts to attend negotiating meetings with the City. This does not include fact-finding or conciliation proceedings.

## **ARTICLE 7 - NO STRIKES/NO LOCKOUTS**

### Section 7.1 No Strike

- A. No Strike The Labor Council and the Members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any sick call, work stoppage, strike, sympathy strike, slowdown, or other concerted activity which would interrupt the operations or services of the City. This section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.
- B. Labor Council Responsibility The Labor Council, its affiliates and members, shall promptly take all possible actions to prevent and end any such concerted activity.
- C. Employee Discipline The City shall have the right to discharge, demote, suspend or in place of suspension, to cause the forfeiture of a like number of days of paid leave or holiday or otherwise discipline employees for violation of this section. An employee so disciplined shall have recourse to the grievance and arbitration procedure, but no back pay may be awarded unless the employee is found innocent of any violation and an arbitrator shall have no authority or jurisdiction to award back pay except upon such finding of innocence. The City will have the normal burden of showing, by a preponderance of the evidence, that the employee violated this section.
- D. Restraining Violations If the City claims this Section is violated, it may at its option, obtain an immediate arbitration hearing. To do so it shall give the Labor Council written or telegraphic notice of its claim and request the Federal Mediation and Conciliation Service (FMCS) to appoint an arbitrator to hear and decide the claim on an emergency basis. The City shall pay the

Federal Mediation and Conciliation Service (FMCS) docketing fee. The hearing shall be held within forty-eight (48) hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if the arbitrator finds that this Section has been violated, the arbitrator shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

Section 7.2 No Lockout During the life of this Agreement, the City shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object is to bring pressure on the employees or an employee organization to compromise or capitulate to the City's terms regarding a labor relations dispute.

## **ARTICLE 8 - CORRECTIVE ACTION**

Section 8.1 Discipline Employees who have completed their probationary period may be discharged, suspended, demoted or otherwise disciplined for just cause, but not without just cause. Forms of disciplinary action may include:

- A. Written verbal.
- B. Written reprimand.
- C. At the option of the Police Chief with the concurrence of the employee, the loss of vacation, personal, sick, or holiday leave.
- D. Suspension without pay.
- E. Discharge from employment.

The City shall follow the principles of progressive discipline, whenever appropriate. Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles.

Section 8.2 Presence of Representative at Discipline When an employee is disciplined, s/he shall be entitled to have a Labor Council representative present.

Section 8.3 Labor Council Representation Any time a supervisor conducts a meeting with an employee from which disciplinary action of record (reprimand, suspension, or dismissal) is likely to result concerning that employee, the employee will be so notified and shall have the right to the presence and advice of a Labor Council representative at the meeting.

Section 8.4 Internal Investigations If discipline is based on a discrete act, then disciplinary action must be instituted within ninety (90) days from the date the act came to the attention of the Police Chief. If discipline is based on a pattern of conduct, then disciplinary action must be instituted within ninety (90) days from the date of the last act in the pattern. Time limits can be extended by mutual agreement between the Labor Council and the City.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

### Section 9.1 Grievance

- A. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. A complaint that does not involve a violation of this Agreement may be taken through Steps 1 through 3 only, and is not subject to arbitration. All time limits shall be calendar days.
- B. To be arbitrable or subject to any other review, a grievance must be put in writing, signed by the employee, and presented to the City and processed within the time limits.
- C. All grievances must be filed within fourteen (14) days of the occurrence. The only exception is where an employee, through no fault of the employee, was not aware of the occurrence, and in that case the employee must file the grievance within fourteen (14) days after becoming aware of the occurrence, or, if earlier, within fourteen (14) days of when the employee should have become aware of it, if due diligence had been used. In no case may a grievance be filed more than thirty (30) days after the occurrence.

Step 1. The employee shall take up the grievance with the supervisor whose actions gave rise to the incident. The supervisor shall schedule a meeting with the employee within ten (10) days after the grievance is received. At the request of the employee, or the supervisor, a representative shall also be present. The supervisor shall investigate and give a written response to the employee within ten (10) days after the meeting.

Step 2. If the employee is not satisfied with the answer and chooses to proceed further, the employee must file an appeal in writing within ten (10) days after receipt of the supervisor's response. The appeal shall be filed with the Police Chief. The Chief or his/her designee shall schedule a meeting within ten (10) days. The Chief shall answer the grievance in writing within ten (10) days after the meeting.

Step 3. If the employee is not satisfied with the answer in Step 2, and if s/he wishes to proceed further, the employee must file an appeal in writing with the City Manager or his/her designee within ten (10) days after receipt of the Chief's answer. The City Manager or his/her designee shall schedule a meeting within ten (10) days. The Manager or his/her designee shall have ten (10) days after the meeting to answer the grievance in writing.

Section 9.2    Grievance Processing

- A.    An employee who has signed a written individual grievance may attend the grievance meeting with the City at Steps 1, 2 and 3 of the grievance procedure without loss of regular straight time pay. Where more than one employee files the same or similar grievances, one of them shall be designated the spokesman and entitled to attend without loss of regular straight time pay.
- B.    The appropriate Labor Council shift representative may attend the meeting with the City at Steps 1, 2 and 3 of the grievance procedure without loss of regular straight time pay.
- C.    A non-employee Labor Council representative may attend at Steps 2 and 3.
- D.    No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Labor Council agree to waive this provision.
- E.    All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by the parties:
  - 1.    Aggrieved employee's name and signature.
  - 2.    Aggrieved employee's classification.
  - 3.    Date grievance was filed in writing.
  - 4.    Date and time grievance occurred.
  - 5.    Where grievance occurred.
  - 6.    Description of incident giving rise to the grievance.
  - 7.    Sections of Agreement violated.
  - 8.    Desired remedy to resolve grievance.
- F.    The Labor Council, through its Director, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other claimed violation of contract rights which accrue solely to the Labor Council as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 3 within the time limits of Step 1.
- G.    Discipline not involving loss of pay may be grieved through Step 3 of the Grievance Procedure, but may not be taken to arbitration. Grievances involving loss of pay shall be filed at Step 3 of the grievance procedure.

- H. If the City fails to answer in the time provided, the grievance may be advanced to the next Step by the Labor Council. If a grievance is not filed or appealed within the time provided, it shall be considered withdrawn.
- I. Any step of the grievance procedure may be waived upon mutual agreement between the grievant and the City in writing.

Section 9.3    Arbitration

- A. Arbitrability. Arbitrable grievances which have not been settled by the above steps may be submitted to binding arbitration.
- B. Procedure. The Labor Council within twenty-one (21) days of a Step 3 answer may proceed to arbitration by filing written notice with the City of the Labor Council's intent to proceed to arbitration. Either party, within twenty-one (21) days thereafter, may then request the FMCS to provide the parties with a panel of nine (9) arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the FMCS will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."
- C. Finality. The decision of the arbitrator shall be final and binding on the City, the Labor Council and all persons.
- D. Arbitrator's Authority. The arbitrator shall not have the power to add to, or subtract from, or to modify this Agreement or any agreement supplementing or modifying it. The arbitrator shall have no authority to rule on any jurisdictional dispute between groups of employees or unions representing groups of employees, nor to rule on anything that happened before the effective date of this Agreement, or after the expiration of this Agreement. The arbitrator shall promptly hear the matter and shall issue his/her decision within thirty (30) days from the close of the arbitration hearing.
- E. Payment. The City and the Labor Council shall each bear its own expenses in any arbitration. The expenses of the arbitrator shall be split.

**ARTICLE 10 - PRE-DISCIPLINARY HEARING**

Section 10.1    Pre-Disciplinary Hearing Should a Member, as a result of departmental investigation, be subject to discipline which may involve suspension, reduction in pay, or removal, a pre-disciplinary hearing shall be conducted. The Member shall receive at least forty eight (48) hours advance written notice of all charges, as well as advance notice as to the hearing date and time. At the hearing, the charged Member will be allowed to be represented by a Labor Council representative or attorney, and will be allowed to call

witnesses material to the member's defense. A member may grieve the imposition of discipline directly to Step 3 of the grievance procedure, provided such is filed within fourteen (14) days of the Member's receipt of the notice of disciplinary action.

Section 10.2 Employee Notification An employee will be notified in writing within ten (10) days of the pre-disciplinary hearing of the Hearing Officer's decision. Discipline, if any, will not be imposed until after the written notification.

## **ARTICLE 11 - PERSONNEL FILES**

Section 11.1 Personnel File Inspection Each employee may inspect that employee's personnel file maintained by the City at any reasonable time, and shall, upon request, receive a copy of any documents, at no charge, in it. An employee shall be entitled to have a representative of choice accompany that employee during such review.

Section 11.2 Information in Personnel File No information relating to alleged misconduct of an employee shall be placed in that employee's personnel file until it is proven or substantiated by a preponderance of the evidence. Until so proven or substantiated, such information regarding alleged misconduct shall be kept separate from the personnel file and shall remain confidential to the extent allowed by Ohio's Public Records Law.

Section 11.3 Duration of Records The City shall remove Written Verbal's from an employee's personnel file after twelve (12) months, provided the employee has not received similar disciplinary action during the previous twelve (12) months. The City shall remove Written Reprimands from an employee's personnel file after twenty-four (24) months, provided the employee has not received similar disciplinary action during the previous twenty-four (24) months. The City shall remove records of suspensions from an employee's personnel file after thirty-six (36) months, provided the employee has not received similar disciplinary action during the previous thirty-six (36) months.

## **ARTICLE 12 - LABOR MANAGEMENT**

Section 12.1 Committee The City and the Labor Council will each have no more than 4 representatives on the Labor Management Committee.

Section 12.2 Purpose and Meetings The Committee may discuss matters of mutual concern. It will meet at the request of either party, and will discuss those subjects suggested in advance.

Section 12.3 Excluded Subjects Neither party will try to renegotiate this Agreement, or to make the Committee a substitute for the grievance and arbitration procedure.

Section 12.4 No Waiver of Bargainability Nothing in this Article will be considered an

existing provision in a labor agreement under §4117.08, Ohio Revised Code, or any similar statute, and neither party waives its right to refuse to bargain about any subject as a result of this Article.

Section 12.5 On Duty Attendance Employee representatives may, at the Chief's discretion, attend a Committee meeting when scheduled to work and with no loss of regular straight time pay. An on-duty employee shall be available to answer calls.

### **ARTICLE 13 - PROBATIONARY EMPLOYEES**

Section 13.1 Probationary Employees New employees shall be on probation for the first twelve (12) months of active employment. If absences exceed thirty (30) days, the period will automatically be extended for a period of time equal to all periods of absence during probation. The probationary period may also be extended for a period not to exceed an additional six (6) months upon mutual agreement between the affected employee and the City. During that time, or during any extension of probation, the City may discipline or discharge the probationary employee, and the action will not be subject to the grievance or arbitration procedure or any other review.

### **ARTICLE 14 - PERFORMANCE EVALUATIONS**

Section 14.1 Performance Evaluation An employee shall be given the opportunity to sign performance evaluations, and to indicate agreement or disagreement with that evaluation. Once signed by an employee, no comment, corrections, deletions or additions may be made to the employee's evaluation report without permitting the employee to read such report and sign same. Rebuttal statements may be appended to the employee evaluation forms. Employees shall be entitled to a copy of all performance evaluations.

### **ARTICLE 15 - SENIORITY**

Section 15.1 Seniority Departmental seniority means time in the City of West Carrollton Police Department.

Section 15.2 Seniority List The Department shall maintain an accurate seniority list available for review by the Labor Council and members.

### **ARTICLE 16 - WORK RULES**

Section 16.1 Work Rules The City agrees that work rules, general orders, or the like, shall be reduced to writing and provided to all Members in advance of their enforcement.

### **ARTICLE 17 - DRUG AND ALCOHOL TESTING**

Section 17.1 Testing The City may require an officer to undergo random testing for use of controlled substances and/or alcohol on a random basis. Such testing will be done using accepted and recognized procedures, including procedures to protect individual privacy.

## ARTICLE 18 - MISCELLANEOUS

Section 18.1 Copies of Contract As soon as practicable following the signing of this Contract, the City and the Labor Council shall have printed sufficient copies of this Contract so that the City may provide each member with a copy and so that new members hired during the term of this Contract may be each provided a copy. The initial cost of printing or duplicating this Contract, and future printing or duplication of an agreed number of copies, shall be borne by the Labor Council.

## ARTICLE 19 - WAGES

### Section 19.1 Police Officers

The following wage rates for police officers shall be in effect December 2

2014 Wages:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
24.53	25.82	27.21	28.65	30.11

2015 Wages:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
25.02	26.34	27.76	29.23	30.72

2016 Wages:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
25.52	26.87	28.32	29.82	31.32

Section 19.2 Eligibility for Merit Step Increases Members are eligible annually for merit step increases at the start of the pay period closest to the Member's anniversary date of employment.

Section 19.3 Maximum Steps Employees may receive step increases until a maximum step is reached. There shall be no increase beyond the maximum shown in Section 19.1.

Section 19.4 Officer in Charge A police officer who, in the absence of a shift supervisor is designated by the Police Chief or his/her designee to serve as Officer-in-Charge of a shift, and who is required to work and substantially perform the job duties of the shift supervisor shall receive an additional \$1.50 for each hour that s/he serves as the Officer-in-Charge and substantially performs the duties of the shift supervisor. This shall be in addition to and shall not be considered part of the base rate for the police officer serving as Officer-in-Charge.

compensated in addition to the regular pay at the rate of \$.30 per hour; employees required to work the midnight shift will be compensated in addition to the regular pay at the rate of \$.45 per hour. In January of each year, each Patrol Officer shall be paid \$25.00 by separate payroll run as an adjustment to overtime compensation for the previous year based on the inclusion of shift differential for overtime hours worked. This payment will be combined with the educational incentive pay adjustment provided for in Section 28.2 (C) of this Agreement.

## **ARTICLE 20 - HOURS OF WORK AND OVERTIME**

Section 20.1 Shifts. Before the system of permanent shift assignments is changed, the City will give the Labor Council an opportunity to meet and confer at a Labor-Management meeting. Employees will be assigned to shifts based on seniority, subject to the operational needs of the Department, as determined by the Chief, whose determination will not be set aside unless it is arbitrary and unjust.

Section 20.2 Rotating Shifts In order to facilitate rotating shifts, there shall be no overtime paid to employees who work more than 40 hours in a work week where the excess hours are caused by changing from one shift to another.

Section 20.3 Time Trade Employees may trade shifts with the approval of both supervisors. Pay will be unaffected by a trade. The City may require that the trade be completed before the time period specified in the Fair Labor Standards Act.

Section 20.4 Lunches and Breaks The City will provide reasonable lunch and break periods unless operational needs of the department require otherwise.

### Section 20.5 Overtime Pay

- A. Employees who are on a forty (40) hour per week schedule will receive time and one-half for all hours in an active pay status in excess of forty (40) straight time hours. Employees on multiple week cycles shall receive time and one-half for all hours in an active pay status in excess of the average of forty (40) hours per week during the work cycle.
- B. An employee is on active pay status for all hours worked and for hours paid but not worked under the provisions of this Agreement for sick leave, injury leave, vacation or other approved paid leave days, excluding holidays off with pay.

Section 20.6 Pyramiding There shall be no pyramiding of premium pay for the same hours worked.

Section 20.7 Overtime Distribution

- A. General Rule Overtime for patrol officers is to be distributed among all eligible employees. This does not include emergency or special assignments or the need to fill a vacancy on less than one hour notice.
- B. Overtime List All overtime, whether in patrol, on special assignment, or otherwise, will be recorded on the overtime list. Only overtime actually worked will be counted. Any employee working overtime is responsible for logging his/her own hours on the overtime sheet.
- C. Absent Employees The City need not offer overtime to, nor (except in emergency) will it order in, employees on scheduled paid leave (including connected days off), sick leave, injury leave or leave of absence. An employee returning from sick leave, injury leave or leave of absence of more than thirty (30) days, will be charged the average time charged against other employees during his/her absence.
- D. Outside Work If an employee works overtime outside his/her classification, all overtime hours worked will be charged.
- E. Charging Hours Overtime of less than one hour will not be charged. Overtime of more than one hour actually worked will be increased to the next higher hour only if the number of minutes exceeds thirty (ex. 1 hour, 30 minutes = 1 hour; 3 hours, 31 minutes = 4 hours).
- F. Short Notice Shift Work When there is a vacancy with less than one hour's notice, management may fill it at its discretion.
- G. Transfers and New Employees Probationary employees while in the FTO program need not be offered overtime. When an employee is added to the overtime list or is transferred between groups permanently, the employee will be charged the average amount of hours in that group. The Chief may elect to add a probationary employee to the overtime list; when this occurs, the Labor Council will be notified of the effective date. Those probationary employees not on the list may not be offered overtime but may be ordered in on an emergency basis.
- H. Period of Distribution All time will be reduced to zero each January 1, and the records and lists will be started over.
- I. Notice to Employees The City will endeavor to give employees advance notice of overtime requirements and scheduling. Every effort will be made to avoid leaving such assignments to the last few days, where a need for the assignments is known in advance.

- J. Voluntary Overtime Except for emergencies and short notice shift work, overtime will be offered first to the available employees. Within each of these groups, the employee with the fewest hours shall be offered first, and so on, in order of hours worked. If more than one employee has the same number of hours, the employee with the most seniority will be offered the overtime first. If no one is assigned under this procedure, the City may assign the work as mandatory overtime under paragraph L.
- K. When employee absences require non-prescheduled overtime, the employee with the least number of overtime hours on the preceding shift, scheduled to go off duty, will, in the absence of a volunteer, be assigned carry-over overtime. Every effort will be made to find an officer to work the overtime, so that the hold-over officer is not required to work a period of time exceeding the first half of the next shift. Should additional coverage be needed beyond the first half of the next shift, the City will attempt to contact personnel from the oncoming shift and will require the person contacted with the fewest charged overtime hours to work the last half of the shift to be covered. Should there continue to be a need for additional coverage because of a failure to reach oncoming personnel, the procedure of mandatory overtime will be used to obtain coverage. The officer who is held over from the previous shift to work the overtime will be required to work until replaced.
- L. The City reserves the right to compel an employee to work overtime. This paragraph does not apply to emergencies. In non-emergency situations, the City shall order the available employee with the fewest charged overtime hours worked to work the overtime. If more than one employee has the same number of charged overtime hours worked, the employee with the least seniority will be ordered in first. An employee may not take a vacation day off on a holiday if this would reduce the personnel below the minimum staffing requirements, unless another employee volunteers to work the shift in place of the employee who wishes to take the holiday off as a vacation day. If another employee has volunteered to work in order to provide a vacation day on a holiday, but becomes ill before the shift begins, and is unable to work, the supervisor will follow the procedure described in paragraph J of this section, if there is sufficient time to do so. In the absence of a volunteer, or if there is insufficient notice given of the illness, the supervisor will order in the first available employee s/he is able to locate, which might include ordering in an employee who is scheduled off on the holidays. This is the only exception to the requirement about ordering in an off-duty employee on a holiday to replace an employee on a previously approved vacation day off.
- M. Mistakes Mistakes in offering overtime will be corrected by offering the employee who was missed, the next available opportunity.

- N. Changes This section may be amended by the Labor-Management Committee. Neither the Labor Council nor the City will unreasonably withhold its agreement to changes which experience shows are necessary to permit management to function more smoothly or to improve operations (consistent with fairness) or to improve fairness (consistent with management's functioning smoothly and with effective operations). Any claimed violation of this paragraph may be taken directly to arbitration (Article 9, Section 9.3) by the City or by the Union.
- O. Scheduled Holidays Off Except in an emergency, employees will not be ordered to work on a holiday which is regularly scheduled off, where the purpose would be to allow another employee to take a vacation day on the holiday. "Vacation day" includes personal leave days accrued under Article 23, Section 23.1, and the employee's birthday (under the same section).
- P. Search for Volunteers for Holidays If an employee wishes to schedule a vacation day on a holiday, for which they are scheduled to work, they may request that their position on the holiday remain open for volunteers up to the starting time of the shift, or they may instead request the supervisor to stop searching for a volunteer any time before the start of the shift. The supervisor will see that available employees are notified on the open slot and will post the information on a sheet in the sergeant's office where all employees have access to it. The supervisor is not required to take any further action to obtain volunteers, and is specifically not required to take daily polls.
- Q. Filling in for Sickness If an employee becomes ill during a shift and leaves work, that position will be filled as specified in this paragraph, if there are more than four (4) hours remaining in the shift. If there are four (4) hours or less remaining in the shift, the supervisor will order in the first employee available on the incoming shift, attempting to contact them in order of lowest number of recorded overtime hours. The procedure in this Rule will be followed whenever management elects to fill the vacancy so created, but does not require management to fill the vacancy. Where immediate action is required, the supervisor may in any case order in an employee at his/her discretion.

If an employee is unable to work due to sickness and reports this more than four (4) hours before his/her shift, the supervisor will follow the procedure outlined in this paragraph, if management elects to replace the employee. Supervisors and/or Officers in Charge will attempt to contact employees on their days off to give them the option of working the overtime. If mandatory overtime is required to fill the vacancy, the supervisor will first attempt to fill the slot until four (4) hours prior to the start of the shift. The first employee notified of the need to fill the vacancy will be required to work the assignment, and no further attempt

will be made to contact other employees, even though they may have fewer recorded overtime hours. This is for the benefit both of the supervisor and of employees who otherwise might receive last minute notification of an overtime assignment, particularly on a midnight shift, without adequate opportunity to rest.

## **ARTICLE 21 - CALL-IN**

### **Section 21.1 Call-In Pay**

- A. Call-in pay is payment for work assigned by the Chief or his/her designee, or for court time as defined in paragraph (b) of this Section, and performed by an employee at a time disconnected from that employee's normal and prescheduled hours of work.

Except for court time, a call-in shall be compensated at the rate of one and one-half times the normal rate of pay with a minimum of two (2) hours (at a pay rate of time and one-half). The same minimum applies for appearances in the Mayor's Court. For court time call-in for appearances other than Mayor's Court, employees shall be compensated at the rate of one and one-half times the normal rate of pay with a minimum of three (3) hours (at a pay rate of time and one-half).

- B. Whenever it is necessary as part of that employee's duties, for an off-duty employee to appear in court for the prosecution or pretrial of a criminal or civil case, such employee shall be compensated in accordance with the provisions of paragraph (a) of this section. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the City within three (3) days of receipt of such fees. The employee will cooperate in collection of all witness fees.

## **ARTICLE 22 - OUTSIDE EMPLOYMENT**

**Section 22.1 Outside Employment** All outside employment must be approved by the Police Chief. If the Police Chief denies permission for outside employment the Chief shall set forth the reasons for doing so in writing and such writing shall be furnished to the employees affected by such a denial. Denial of permission to engage in outside employment shall not be based on arbitrary or capricious grounds.

## ARTICLE 23 - HOLIDAYS

Section 23.1 Designated Holidays The following are designated as paid holidays:

New Year's Day	(1 <sup>st</sup> day of January)
President's Day	(3 <sup>rd</sup> Monday in February)
Good Friday	(Friday before Easter Sunday)
Memorial Day	(Last Monday in May)
Independence Day	(4 <sup>th</sup> day of July)
Labor Day	(1 <sup>st</sup> Monday in September)
Thanksgiving Day	(4 <sup>th</sup> Thursday of November)
Day after Thanksgiving	(4 <sup>th</sup> Friday of November)
Day before Christmas	(December 24)
Christmas Day	(December 25)
4 Personal Leave Days	

Section 23.2 Pay for Holidays Payment of the eight (8) hours of "Holiday Pay" for designated Holidays shall be paid in the pay period in which the holiday occurs.

Section 23.3 Premium Pay for Holidays Worked Employees covered hereunder who work on President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, or New Year's Day shall be compensated at the rate of time-and-one-half for all hours worked on each such holiday. Such compensation shall be in addition to the eight (8) hours of holiday pay provided in Section 23.2 above.

Section 23.4 Overtime on Holidays Employees ordered to work overtime on holidays will receive holiday pay plus time and a half for all hours worked.

Section 23.5 Application of Personal Leave Days

Application of personal leave days must be submitted at least twenty-four (24) hours in advance of the intended day(s) off and the days off must be used in increments of two (2) hours at the beginning or end of the shift. If the personal leave request is submitted with less than twenty-four (24) hours notice and doesn't cause overtime then the leave may be granted. If overtime is caused by the leave request and the employee finds a volunteer to work, then the leave may be granted. Except in emergencies, personal leave days will not be granted if doing so would create more overtime than one (1) eight (8) hour shift per week per shift. No more than one (1) sergeant assigned to road patrol will be allowed to take vacation and/or personal leave on the same day, unless an emergency situation and as approved by the Police Chief or designee.

## ARTICLE 24 - VACATIONS

Section 24.1 Amount of Vacation Vacation credits shall be based on an accrual basis. Each employee shall be subject to a cap or maximum limit on the amount of vacation credits that may be carried on their individual account. The cap is equal to the total amount of vacation credit that the employee is entitled to for a full year of accruals, based upon their service as shown in the following chart. At no time shall an employee be permitted to either maintain or accrue vacation credits in excess of their maximum cap, without specific written approval of the City Manager.

<u>Length of Service</u> <u>(As of January 1)</u>	<u>Vacation Credit</u>
Less than five years	3.08 hours per pay period
After five years, but less Than six years	3.385 hours per pay period
After six years, but less Than ten years	5.231 hours per pay period
After ten years, but less Than fifteen years	5.539 hours per pay period
After fifteen years, but less Than twenty years	6.154 hours per pay period
After twenty years or more	7.077 hours per pay period

Section 24.2 Supplemental Days In an anniversary year where an employee completes the minimum number of years of service to qualify for the next higher level in the vacation schedule, the employee, after reaching the employee's anniversary date, shall accrue credits at the higher rate equivalency for the days set forth under the Vacation Credit column.

Section 24.3 Vacation Usage Employees may exercise their classification seniority in scheduling vacation preferences so long as such preferences are received by the Chief by January 31 of each calendar year. Where the vacation request, if granted, would result in an insufficient staffing level on a shift, the less senior employees on that shift will not be granted their initial preference, but may pre-schedule their vacation at a different time that will not interfere with staffing levels. Additional vacation leave beyond one (1) person off during a given week is approved or granted if it does not create more overtime than one eight (8) hour shift per week per shift. Normally, no more than two (2) employees (patrol officers and sergeants combined) will be allowed to take vacation and/or prescheduled personal leave on the same day on the same shift. Each employee entitled to vacation may take vacation in units of not less than four (4) hours, except that employees may take

vacation in units of not less than two (2) hours at the beginning and ending of their shifts. All vacations are subject to approval by the Chief or designee. For purposes of classification of seniority under this section, only time spent on full-time employment shall be used to determine vacation priorities. Additionally, and for the purposes of this section only, any employee whose full-time employment was terminated shall be permitted the restoration of classification seniority if the employee returns to full-time employment within eighteen (18) months following the employment termination.

Section 24.4 Non-Prescheduled Vacations An employee requesting non-prescheduled vacation must submit a request to Management at least seven (7) calendar days prior to commencement of such leave. If a non-prescheduled vacation is submitted with less than seven (7) days notice and doesn't cause overtime then the leave may be granted. If overtime is caused by the leave request and the employee finds a volunteer to work, then the leave may be granted. This provision may be waived at the discretion of the Chief or designee.

Section 24.5 Vacation Days Crediting Credit for vacation days will be set forth on each employee's pay stub on the paycheck following the period in which the credits are accrued.

Section 24.6 Vacation Transfer An employee who has unused vacation time by reason of being employed in this department shall be able to transfer this vacation time to another department within the City.

Section 24.7 Separation Any employee who quits, is terminated, or retires and has unused vacation time shall receive payment for any unused vacation time.

Section 24.8 Vacation Service Credit An employee of the City who was previously employed by the State of Ohio or a political subdivision of the state, may claim credit for the service time recognized by such political subdivision for the purpose of granting vacation leave, provided that the employee is employed by the City within one (1) year of his/her separation from employment with such political subdivision. To receive credit, the employee, within one (1) year of the date of hire by the City, must furnish a properly certified letter from the political subdivision for vacation purposes. Service time so certified shall be credited to the employee's record as of the date received by the City. Service time recognized by the immediately preceding political subdivision only will be honored by the City.

## **ARTICLE 25 - SICK LEAVE**

Section 25.1 Accumulation An employee in the service of the City shall accumulate sick leave at the rate of one and one-fourth (1-1/4) days for each completed month of service in pay status up to a maximum of one hundred fifty (150) days. Sick leave shall be charged in multiples of one (1) hour. No employee shall be requested to bring a doctor's statement prior to the third day of illness unless there is evidence of abuse of sick leave.

Section 25.2 Granting Sick Leave An employee may use sick leave:

- A. In case of the employee's illness, injury, childbirth, or exposure to a contagious disease.
- B. For medical, dental or optical examination or treatment (such leave shall be limited to the actual hours necessary for such medical, dental or optical examination or treatment, including reasonable travel time).
- C. Illness or injury of a member of the immediate family residing in the household, or parent, of the employee, and which requires the employee's personal care and attendance.
- D. In case of illness or injury to a member of the employee's immediate family not residing in the employee's household, time off without pay, not to exceed five (5) days, may be granted.
- E. Enforced quarantine of the employee in accordance with community health standards.
- F. This Section shall be interpreted and applied in conformity with the provisions of the Family and Medical Leave Act.

Section 25.3 Sick Leave Application To justify each use of sick leave, the employee will complete a signed, written statement explaining the nature of the illness or other reason for taking sick leave on forms devised by Management. If medical attention is required, the employee must submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. Management reserves the right to withhold benefit payments to any employee submitting a false claim, and may take disciplinary action, including discharge. Falsification of either the written signed statement or the physician's certificate are grounds for disciplinary action, including discharge.

Section 25.4 Reporting Absence An employee who is unable to report to work shall notify the on-duty shift commander or other designated person at least one hour before the employee's time for reporting to work unless emergency conditions make such reporting impossible. Employees who learn earlier that they shall be unable to report to work will notify the on-duty shift commander or other designated person promptly, both to protect management and to protect follow employees from late notification of mandatory overtime. Subsequent reporting beyond the first day of absence shall be determined at the discretion of the employee's immediate supervisor or other designated person.

Section 25.5 Conversion

- A. For employees employed prior to January 1, 1990, any accumulated and unused sick leave benefits existing at the time of an employee's retirement, under the State Retirement System, may be converted to cash payment at the rate of one (1) sick leave day equal to one (1) cash payment day up to a maximum of one hundred twenty (120) days. However, accumulated and unused sick leave benefits in excess of one hundred twenty (120) days up to a maximum of one hundred fifty (150) days may be converted to cash upon retirement at the rate of three (3) days sick leave for one (1) day's pay.
- B. For employees hired after January 1, 1990, any accumulated and unused sick leave benefits existing at the time of an employee's retirement under the State Retirement System may be converted to cash payment at a rate of three (3) sick leave days equal to one cash payment day up to a maximum of one hundred fifty (150) days.
- C. Accumulated and unused sick leave credits in excess of ninety (90) days as of December 31st of each year may be converted to vacation leave at the rate of three (3) days of accumulated sick leave for one (1) day of vacation leave. A maximum of five (5) such vacation days may be acquired by an employee through such conversion in any one (1) calendar year. If an employee converts sick leave to vacation leave, such vacation leave shall not be subsequently reconverted to sick leave, unless the conversion is elected within the same calendar year and is supported by a medical certificate.

Section 25.6 Sick Leave Transfer Within the City An employee who transfers from this department to another department of the City shall be able to transfer the employee's accumulated sick leave to the new department.

Section 25.7 Sick Leave Credit An employee who has had prior service with another public agency may receive credit for all unused sick leave, up to ninety (90) days, earned while in such service, provided s/he is employed by the City of West Carrollton within one (1) year of his/her separation from employment with such public agency. Only accumulated and unused sick leave recognized by the immediately preceding employer will be eligible for transfer to the City. The employee, within one (1) year of hire by the City, must furnish a properly certified letter from the previous employer stating the amount of sick leave so accumulated. Accumulated sick leave so certified shall be credited to the employee's record as of the date received by the City.

Section 25.8 Incentive An employee who uses thirty-two (32) or less sick hours between January 1 and December 31 of any given year will be eligible for one (1) of the following incentives:

- A. Any employee who has utilized thirty-two (32) or less hours of sick time will be awarded a cash incentive payment of one hundred fifty dollars (\$150.00) on the first paycheck in January of the next year.
- B. Any employee who has utilized twenty-four (24) or less hours of sick time will be awarded a cash incentive payment of three hundred dollars (\$300.00) on the first paycheck in January of the next year.
- C. Any employee who has utilized sixteen (16) or less hours of sick time will be awarded a cash incentive payment of five hundred dollars (\$500.00) on the first paycheck in January of the next year.
- D. Any employee who has a perfect attendance for the year will receive one (1) extra personal leave day in addition to the cash incentive payment of five hundred dollars (\$500.00). Both will be reflected on the first paycheck in January of the next year. Vacation leave and Personal leave will not count as missed work for the purposes of the attendance incentive.

Section 25.9 Disincentive Employees who experience forty-eight (48) or more hours of sick leave usage during a twelve (12) month period may be subject to the following procedure:

- A. On the request for the 48<sup>th</sup> hour of sick leave usage and for each subsequent sick leave request within a twelve (12) month period, the Supervisor may counsel the employee regarding absenteeism. Usage will be calculated during the proceeding twelve (12) months from the date of the most recent absence and not on a calendar year. A written record of the counseling will be documented on a "Counseling Notice" Form and signed by the employee. Distribution of the record will be to the employee, and the employee's counseling file (original). Sick leave absences for which the employee provides a Doctor's note will not be included in the forty-eight (48) hours of sick leave usage for purposes of this section.

If after formally counseling the employee, the Supervisor feels that the employee is continuing to experience excessive absenteeism, the Police Chief may issue a "Letter of Reprimand" to the employee. The employee is to sign the document acknowledge receipt thereof. The original "Letter of Reprimand" will be placed in the employee's personnel file with a copy given to the employee.

If after issuing the letter of reprimand and it is determined that the employee continues to abuse the sick leave policy, that employee may be subject to progressively more disciplinary action up to and including termination.

## **ARTICLE 26 - PFDPF/PERS PICK-UP**

### **UTILIZING THE SALARY REDUCTION METHOD**

Section 26.1 PFDPF/PERS Pick-Up The City shall designate each Member's mandatory contributions to the Police and Fire Pension Fund or Ohio Public Employees Retirement System of Ohio as "picked up" by the City as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as Member contributions, as permitted by Attorney General Opinion 82-097, in order that the amount of the Member's income reported by the Board as subject to federal and Ohio income tax shall be the Member's total gross income, reduced by the then current percentage amount of the Member's mandatory retirement contribution which has been designated as "picked-up" by the City shall be included in computing final average salary, provided that no Member's total salary is increased by such "pick up," nor is the city's total contribution to either retirement system increased thereby.

- A. The amount to be "picked up" on behalf of each employee shall be the percent of the employee's gross compensation or any statutorily mandated increase required by the pension system. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the City for the purposes of State and Federal tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick up shall apply to all compensation, including supplemental earnings.
- D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

## **ARTICLE 27 - UNIFORMS**

Section 27.1 Articles of Uniform The City will provide patrol officers with uniforms and equipment at time of hire, and will replace on an as-needed basis,

Section 27.2 Plainclothes Allowance The City shall provide an annual plainclothes allowance of Six Hundred Dollars (\$600.00) on behalf of each full-time plainclothes member of the bargaining unit designated by the Chief of Police. A member assigned to plain clothes on a part-time assignment by the Chief of Police shall receive, at the discretion of the Chief, an allowance of Two Hundred Dollars (\$200.00).

## **ARTICLE 28 - TUITION REIMBURSEMENT/EDUCATIONAL INCENTIVE**

### **Section 28.1 Tuition Reimbursement**

- A. Full-time permanent employees covered hereunder may receive reimbursement for the tuition for job-related degrees and the necessary pre-requisite courses. Any employee desiring to receive such reimbursement must receive approval from the Police Chief and the City Manager prior to enrolling in the course or courses.
- B. The payment of tuition reimbursement shall be subject to the following guidelines:
  - 1. The course or courses must be taken from an accredited or approved college, university, secondary school, technical institute, business institute or trade school.
  - 2. The course or courses must be directly related to the employee's current position or a promotional position for which the employee is eligible, or must be part of a degree program related to the employee's current position or a promotional position.
- C. The City will pay one hundred percent (100%) in tuition reimbursement for any course that a member passes.
- D. The maximum amount which an employee covered hereunder can receive in any one (1) calendar year for tuition reimbursement shall be twelve hundred dollars (\$1200), if funds are available from the Police Department training budget, and provided the City does not have to cancel other necessary training.
- E. An employee covered hereunder who terminates employment with the City within two (2) years after completing a course or courses under the tuition reimbursement program shall refund to the City on a pro-rated basis the money received for courses taken within two (2) years of the employee's termination date. The amount to be refunded may be withheld from any termination pay due the employee. Employees whose services are terminated by the City will not be required to make a refund.

### **Section 28.2 Educational Incentive Pay**

- A. Employees who have attained an Associate's Degree or Bachelor Degree in Law Enforcement, Police Science, Police Administration, Criminal Justice or other police-related, degree program approved by the City Manager as of December 19, 2010 shall be eligible for educational incentive pay. (The degree must be from an accredited or approved college, university or technical school).

- B. Employees who satisfy the above criteria shall receive annual education incentive pay in the amount of two hundred twenty five dollars (\$225.00) for an approved Associate Degree and four hundred dollars (\$400.00) for an approved Bachelor Degree. The incentive pay shall be limited to a maximum of one (1) degree per person. The incentive pay shall be paid annually with the first pay in December.
- C. The City will include educational incentive pay which is paid to an employee in an employee's base rate for purposes of determining the overtime rate payable. An adjustment will be made in January of each year for the previous twelve (12) months, and paid in the same check as the shift differential adjustment provided for in Section 19.5 of this Agreement.

## **ARTICLE 29 - INSURANCE**

### Section 29.1 Coverage

- A. The City shall make available to employees covered hereunder a group health care program. Each employee who elects or has coverage under this Section will contribute fifteen (15%) toward the applicable premium, and the City will contribute eighty-five percent (85%) toward the applicable premium of the "Core" plan. Each employee must elect to subscribe to such plan before insurance payments for same will be made by the City. In the event the employee should elect not to subscribe to the plan, additional compensation shall not be paid to the employee. Employees not electing to subscribe to the plan must sign a waiver form. An employee shall become eligible for said insurance upon being hired in a full-time non-temporary status.

The Union and City have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in this Section. The parties will form an Insurance Committee comprised of members from various segments of City Service. The Labor Council will appoint an employee to the Insurance Committee. If a health insurance carrier changes benefit levels, or if the costs increase to a level where the City anticipates the need to change the health care provider and/or benefit levels, the City will convene the Insurance Committee to review the circumstances, and research and consider alternatives to maintain acceptable benefit levels at a reasonable cost to employees and the City. The recommendation of a majority of the members of the Insurance Committee will be submitted to City Council for its consideration.

- C. The City shall provide, at no cost to the employee, twenty five thousand dollars (\$25,000) life insurance and twenty five thousand (\$25,000) accidental death and dismemberment insurance. The amounts of life

insurance and accidental death and dismemberment insurance shall be reduced by a certain percentage as the employee ages in accordance with the current policies of the issuing insurer.

- D. The City shall provide, at no cost to the employee, legal defense in the event of litigation against an employee covered hereunder, arising from the course of duty, in accordance with the terms of the applicable insurance contract in effect; if such insurance is practically available.

Section 29.2 Coordination of Benefits Medical benefits herein described shall be subject to coordination of benefits in accordance with the provisions of the master agreement between the insurance carrier and the City.

Section 29.3 Subrogation If an employee incurs medical expenses and/or injury leave payment in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City's insurance carrier shall be subrogated to all of the employee's rights of recovery against the third party to the extent of any and all payments made by the insurance company with respect to such illness or injury and the employee or the employee's appropriate agent shall execute all papers and take all action necessary and proper to secure to the City's insurance carrier such rights of subrogation.

## ARTICLE 30 - INJURY LEAVE

Section 30.1 Service Connected Illness or Injury In the event of service connected occupational illness or injury, as determined by the Industrial Commission, which is incurred in the course of and arising out of employment with the City of West Carrollton, leave of absence will be granted by the City Manager for up to twenty-six (26) weeks; however, at the discretion of the City Manager, such leave may be extended for a period not to exceed an additional twenty-six (26) weeks upon the application of the injured employee, and certification by a medical care provider that such leave is necessary, and that it is likely that the employee will be able to return to work within the additional twenty-six (26) week period.

Injury leave will be denied when the injury has resulted from the employee's negligence or from horseplay. Payment hereunder shall be the difference between the benefits available under the Workers' Compensation Act and the employee's regular rate of pay based on a forty (40) hour week.

Section 30.2 Workers' Compensation At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may use the employee's accumulated sick leave.

Section 30.3 Reinstatement An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall

be entitled to reinstatement at the grade and step of pay received immediately prior to the date of such illness or injury, upon approval of the employee's application to return to work. Such applications must be made within ninety (90) days following the date of the exhaustion of the employee's injury leave and sick leave.

Section 30.4 False Claim The Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim of benefits covered in this Article or for working for another employer while on sick leave or injury leave and is physically capable of performing in the employee's assigned classification.

Section 30.5 Transitional Duty Nothing in this Article shall be interpreted so as to limit the right of the City to assign an employee on injury leave to light duty upon receipt of satisfactory medical evidence that the employee is capable of performing light duty. The duties assigned to the employee are to be directly associated with the employee's regular classification. During such period of injury leave while the employee is performing light duty, the employee shall be paid the employee's regular rate of pay.

## **ARTICLE 31 - LAYOFF AND RECALL**

### Section 31.1 Layoff

- A. Occurrence If it becomes necessary to lay off employees for any reason, the City Manager shall determine the classes of employment in which such layoff shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager.
- B. Procedure In each classification the employees with the least department seniority shall be laid off first. Within each affected classification, all temporary employees will be laid off before any probationary, provisional or permanent employees, all provisional employees will be laid off before probationary or permanent employees and all probationary employees will be laid off before any permanent employees. Part-time employees will be removed from the classification before regular full-time employees unless the full-time employee elects to take a layoff instead. Probationary employees will be laid off before regular part-time employees.

### Section 31.2 Exercise of Relative Length of Service

- A. General Rule Beginning with the highest paid over staffed classification, qualified employees who are laid off from their classification may displace junior employees in equal or lower paying classifications, as provided in subsections B and C. Employees in the police department chain of command outside of a bargaining unit who hold more seniority will be

allowed to displace a less senior employee within the bargaining unit during a layoff.

- B. Application A senior employee laid off from the employee's classification may displace a junior employee in an equal or lower paid classification in the department or in the labor class. The City seniority applies for bumping to the labor class. However, bumping outside this bargaining unit will not be permitted if it would displace an employee from a job covered by another labor agreement which does not permit such bumping, or is contrary to Personnel Rules and Regulations adopted pursuant to the City Charter.
- C. Qualifications The employee must have the ability to perform the duties of the classification the employee is bumping into. Ability includes physical and mental abilities, previous experience and training, the ability to learn the requirements of the classification, and previous performance consistent with the requirements of the classification.
- D. Trial Period An employee bumping into a classification may be required to complete a probationary period as described in the new (bumped into) classifications bargaining unit agreement.
- E. Pay An employee bumping into another classification will be given the pay rate within the established pay range for the new classification which decreases the employee's pay rate the least.

### Section 31.3 Recall

- A. Recall List The names of employees who have been laid off shall be placed on the appropriate re-employment eligible list. The names of those employees with the most department seniority will be placed at the top of the list followed by employees with lesser seniority, ranked in descending order.
- B. Re-employment An employee who is laid off from City employment will retain recall rights for eighteen (18) months from the effective date of the layoff, or, if less, for the period of time the employee had continuously worked for the City on the effective date of the layoff. If job openings occur and additional employees are required in the previously laid off classification, laid off employees who then have recall rights will be recalled by classification based on the principles set forth in Sections 31.1 and 31.2. No new employees shall be hired into the laid off classification so long as an employee retains recall rights for that classification.
- C. Notification of recall shall be by certified mail to the employee's last known address. It shall be the sole responsibility of the employee to keep

the City informed of his/her current residence and mailing address.

- D. Response An employee shall have fourteen (14) calendar days from the mailing of the notification of recall in which to exercise his/her right to recall. Any employee who does not exercise his/her right to recall within the allotted time shall forfeit recall rights.
  
- E. Extension of Recall Rights The eighteen (18) month period for retaining recall rights will be extended for any employee who has been replaced by an auxiliary or other volunteer employee. The length of extension will be the same as the period of time during which the employee was so replaced. "Replaced" means that the employee's essential job responsibilities are being substantially performed, but does not include auxiliary activities such as riding in the car with another patrolman. In determining the period of time for which an employee has been replaced, forty (40) hours of replacement work will be considered a week.

Section 31.4 Reinstatement Any employee who voluntarily resigns, without delinquency or misconduct on the employee's part, may be reinstated within eighteen (18) months from the effective date of such resignation. Such reinstatement shall be at the discretion of the City Manager. Reinstatement shall be made to any position in the same class and at the same pay step held prior to separation.

## **ARTICLE 32 - HEALTH AND SAFETY**

Section 32.1 Medical Examination for Leave of Absence The City may require employees returning from or remaining on a leave of absence because of illness, injury or other disability, to undergo an examination by the City physician or other appropriate examiner, and receive his/her approval before being permitted to return to work or to remain on leave. Such an examination will be paid for by the City, and the results will be made known to the employee.

Section 32.2 Medical Examinations for Health and Safety Where the City in good faith concludes that it is in the interests of health and safety, the City may require an examination of an employee at any time. If the examination discloses that the employee's condition jeopardizes the employee's health or safety or that of another employee or the employee's job performance, the City may relieve the employee from active employment.

Section 32.3 Medical Issues If an employee disagrees with the conclusion of the City's physician or other examiner, the employee may submit to an examination by another physician or other examiner and provide the results of this to the City. If the two do not agree, the issue may then be referred to a third physician or other examiner, mutually agreed upon by the City's and the employee's physician. To do so, the employee must request this within fourteen (14) calendar days. The cost of the third examination will be paid for equally by the City and the employee. The determination of the third examiner shall be final and binding and is in place of all other arbitration or grievance procedures on

those issues.

Section 32.4 Examination at City's Request If the City requires an employee to be examined by an examiner selected by the City, the City shall pay the cost of the examination and, if the employee is on active status (not on sick leave or other leave of absence), will pay the employee for the reasonable time expended in taking the examination.

### ARTICLE 33 - OTHER LEAVES

Section 33.1 Family and Medical Leave A member shall be granted up to twelve (12) weeks of Family and Medical Leave Act leave annually in accordance with federal law. Such leave shall be in conjunction with and not in addition to other available leave. Members may use accrued, unused vacation and/or personal leave if such FMLA leave is unpaid pursuant to Article 25, Sick Leave.

Section 33.2 Bereavement Leave Up to five (5) days of leave not deducted from accumulated sick leave will be granted to attend the funeral of a member of the employee's immediate family, as defined below:

Spouse	Parent
Child	Parent-in-Law
Stepchild	Stepparent
Brother	Sister

Up to three (3) days of leave not deducted from accumulated sick leave will be granted to attend the funeral of a member of the employee's extended family, as defined below:

Grandparent  
Grandchild  
Stepparent-in-Law  
Other members of the employee's immediate family  
residing in the employee's household

Up to three (3) days of unpaid leave may be granted to attend the funeral of a member of the employee's other family members not included in the definitions set forth herein.

Section 33.3 Jury Duty An employee who is called for jury duty shall promptly notify the Chief, or the individual designated by the chief for such matters, and shall keep the Chief or designee promptly informed of all developments as to such jury duty.

- A. Pay The City will pay an employee called to jury duty any loss in regular straight time earnings, less any court pay for jury duty, under the terms of this Article.

- B. Proof As a condition of pay from the City, the employee shall provide certification from the court of the dates of jury duty and the amounts of court pay for that duty.
- C. Return to Work When an employee is released from jury service, the employee shall contact the employee's on-duty supervisor for determination of the employee's work schedule for the remainder of the day. Where an employee is on evenings or nights, the employee need work no more than an employee on days would.
- D. Excused from Duty The City encourages every employee to accept his/her duties as a juror. However, where an employee's duties require the City to request the employee be excused from jury duty, the employee will cooperate in seeking to be excused.

Section 33.4 Labor Council Business During each calendar year, the City will provide up to forty (40) hours of paid leave for members to use during the calendar year to attend Labor Council conventions, educational meetings, or to conduct other Labor Council business. To use this leave, a Labor Council representative must make a written request to the Police Chief fourteen (14) days in advance of the intended usage, indicating who shall be using the leave, the times and dates of the required leave, the total number of hours to be utilized, and the specific purpose for the leave. Such leave shall be reviewed for approval on the same basis as vacation leave.

Section 33.5 Military Leave Employees who are members of the Reserves or in the National Guard shall be entitled to the leave benefits provided in the City's Personnel Rules and Regulations, State and federal law.

**ARTICLE 34 - DURATION**

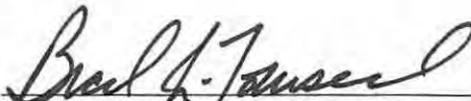
This Contract shall be effective from December 16, 2013 through December 18, 2016, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date, or the end of any yearly extension period.

IN WITNESS WHEREOF, the parties have hereto set their hands this 18th day of December, 2013.

FRATERNAL ORDER OF POLICE

THE CITY OF WEST CARROLLTON,  
OHIO

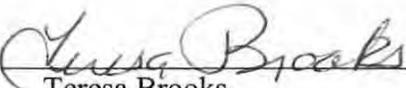
By:  #3005  
Joshua Samples  
Committee Member

By:   
Brad Townsend  
City Manager

By:   
John Garwood  
Committee Member

By:   
Douglas Woodard  
Deputy Police Chief

By:   
Barry Gray  
Staff Representative  
Fraternal Order of Police  
Ohio Labor Council, Inc

By:   
Teresa Brooks  
Human Resources Manager