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AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

COMMUNICATION SPECIALISTS

EFFECTIVE: January 1, 2014

EXPIRES: December 31, 2016

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc. (representing Communication Specialists), hereinafter referred to as the "Union" on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to and for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work

standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees; 16) In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained. 17) All members of the bargaining unit will be subject to a physical examination at the discretion of the City. Such physical examination will be made by a physician, or physicians, designated and paid by the City.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City.

3.03 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE IV

RECOGNITION

4.01 The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. (Union) as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Communication Specialists, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE V

NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate for or against any employee(s) or applicant for employment on the basis of race, color, religion, creed, national origin, age, sex, or disability.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

5.03 The use of male or female pronouns in this Agreement is not intended to describe any specific employee but is intended to refer to all employees regardless of sex.

ARTICLE VI

PAYROLL DUES & DEDUCTIONS

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

6.02 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder.

6.03 The Employer shall be relieved from making such dues deductions upon an employee's:

- a) Termination of employment, or;
- b) Transfer to a job other than one covered by the bargaining unit, or;
- c) Layoff from work, or;
- d) City agreed leave of absence, or;

- e) Revocation of the check-off authorization in accordance with its terms or with applicable law.

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

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

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

6.07 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the FOP-OLC within thirty (30) days from the date of making said deductions.

6.08 The dues, or assessments deducted, shall be in the amounts established by the FOP-OLC from time to time in accordance with its Constitution and Bylaws. The FOP-OLC shall certify to the City the amounts due and owing from the employees involved.

ARTICLE VII

NO-STRIKE

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

7.04 All work stoppages may result in the loss of two (2) day's pay for each day's loss of work.

7.05 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE VIII PROBATIONARY PERIOD and SENORITY

8.01 All newly hired employees will be required to serve a probationary period of one (1) year from the beginning of employment. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission.

8.02 All new employees, starting their employment on the same day shall be assigned seniority according to their Civil Service grade received, i.e., highest grade receives highest seniority; second highest grade, second highest seniority, etc. In all other cases, seniority shall be assigned according to the date the individual first reports to work as a full-time employee.

8.03 If such employee is retained beyond the probationary period, he/she shall immediately thereafter be classified as a regular employee.

8.04 Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. (As detailed in Section 9.15.) An employee shall have no seniority for the initial probationary period. Upon the completion of their probationary period, they shall receive seniority time retroactive to the date they first report to work as a full-time employee.

8.05 Seniority shall be terminated when an employee:

- a. Quits or resigns;**
- b. Is discharged for just cause;**
- c. Is laid off for a period equal to his/her bargaining unit seniority at the time of layoff or two and a half (2-1/2) years, whichever is less;**
- d. Fails to report to work within seven (7) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician.**

ARTICLE IX

WORK WEEK AND HOUR REGULATIONS

9.01 Hours worked shall be governed by the Fair Labor Standards Act.

9.02 The regular work week period for employees covered by this Agreement, shall be forty (40) hours per week. Attendance at Division of Police meetings will be considered as hours worked.

9.03 No employee shall be justified or warranted, without valid reason, to refuse to work overtime in any week or on any day (when there is an emergency) with the understanding that the employee will be entitled to overtime pay. All overtime shall be offered to bargaining unit members first, on the basis of seniority. Most senior first called, least senior, last called. (As detailed in Section 9.15.) If every attempt is made to contact members of the bargaining unit by order of seniority and no one is available, then the overtime shall be filled by members of the bargaining unit currently on duty, and those coming in for the following shift by inverse seniority.

9.04 An employee called back to work before or after his/her regular shift will be paid a minimum of four (4) hours for each such call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

9.05 The work schedule shall be prepared in a five (5) week schedule, in advance, and posted a minimum of seven (7) days before the effective schedule date. It is recognized that absences or unexpected coverage requirements may require changes in individual shifts.

9.06 Employees will receive a half-hour lunch period away from their desks if another Communication Specialist is available. Communications Specialists furthermore agree that they shall remain available to handle emergency calls if necessary during that time.

9.07 All hours worked beyond forty (40) Sunday through Saturday, shall be paid at 1-1/2 times an employee's regular rate of pay. Stress, vacation, holiday, and comp time days will be considered as hours worked for overtime purposes.

9.08 Personnel scheduling will be based on employment seniority as established by date of full-time hire. **The City shall provide the Union with an updated seniority list as established by date of full-time hire thirty (30) calendar days after the signing of the contract and yearly thereafter.** Communication Specialists may bid on shifts made available to them by the Chief of Police or his/her designee **providing that they have received on average a three (3) on their quarterly performance evaluations. The Police Chief and his/her designee have the sole discretion to change Communications Specialists shifts for disciplinary reasons.**

9.09 Employees may change days off, duty days, scheduled rotation or switch duty days with another employee, with the approval of the Police Chief or his/her designee.

9.10 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Police Chief or his/her designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate.

9.11 Maximum accrual of compensatory leave shall not exceed one hundred eighty (180) hours at any one time.

9.12 The accumulation of compensatory time shall begin on January 1st of each year. Employees have the ability to carry forward sixty-four (64) hours of comp time only into the next calendar year. The City would pay out all comp hours not used in a calendar year up to a maximum of forty-eight (48) hours you choose to carry forward. If compensatory time cannot be granted and/or used during this time, it shall be paid no later than December 31st of each year of this agreement at the applicable rate.

9.13 When an employee has accrued the maximum compensatory time off of one hundred eighty (180) hours, all overtime worked shall be paid at the applicable rate.

9.14 Compensatory time may be taken in less than eight (8) hour blocks in accordance with FLSA standards. Compensatory time may only be taken when part-time Communication Specialists are available or full-time in a straight time pay status.

9.15 Call In and Shift Coverage

9.15(a) The City shall provide the Union with an updated seniority list as established by date of full time hire thirty (30) calendar days after the signing of the contract and yearly thereafter. When a call in for shift coverage is required, the seniority list of full-time Communication Specialists in the bargaining unit shall be called.

9.15(b) For shift coverage within twenty-four (24) hours of a scheduled shift, the senior Communication Specialist on the preceeding and/or succeeding shift shall be the first to be asked for overtime, starting with the preceeding shift. The seniority list shall be utilized for all full time Communication Specialist contacts regardless if employees are scheduled for vacation, stress, or personal day or in specialized unit.

9.15(c) Part-time employees may be used for shift coverage if all other Communication Specialists are unavailable, or choose not to work the overtime, as long as the part-time employee does not exceed "hours worked" restrictions outlined in the City policy.

9.15(d) If all attempts have been made to fill the shift with no success, the Communication Supervisor will be contacted and advised and will call and force the oncoming shift to report to work with the least senior person being called first. If attempts fail to force the oncoming shift in, then the least senior person on the seniority list shall be called and forced in.

9.15(e) For shift coverage prior to twenty-four (24) hours of scheduled shift, the Communication Specialist requesting the time off will be responsible for finding replacement/coverage. Each Communication Specialist will be provided with updated contact information for all other Communication Specialists.

ARTICLE X

HOLIDAYS

10.01 Employees will receive seven (7) holidays as listed below.

1. New Year's Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

10.02 Communication Specialists who work on their regularly scheduled day, when it falls on a holiday, shall receive double their normal day's pay plus a day's pay for the holiday.

10.03 Communication Specialists who are not scheduled to work on a above-listed holiday, shall receive eight (8) hours pay at their regular rate.

ARTICLE XI

VACATIONS

11.01 Eligible employees covered by this Agreement, shall earn and be entitled to receive the following vacation at their regular hourly rate of pay:

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	2 weeks
Five (5) years but less than eleven (11) years	3 weeks
Eleven (11) years but less than <u>fifteen (15) years</u>	4 weeks
<u>Fifteen (15)</u> years but less than twenty five (25) years	5 weeks
Twenty five (25) years or more	6 weeks

11.02 Employees with one (1) year, but less than five (5) years of service, may take vacation one (1) day at a time up to a total of five (5) days. Employees with five (5) or more years of service may take vacation one (1) day at a time up to a total of ten (10) days. These five (5) or ten (10) days must be taken in whole day increments and must be approved by the Police Chief, or his designee. The remaining vacation **may** be taken in minimum increments of one (1) **day**.

11.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

11.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his/her vacation time. No pay will be issued in lieu of vacation.

11.04(a) The year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. A formula has been prepared to ensure no loss of benefits. Employees will be allowed, one time only in 2005, to cash in any vacation earned and not used by December 31, 2005. The Year 2005 will be the first time vacation is computed on a calendar year basis.

11.05 An employee shall be deemed to have earned his/her vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is

terminated prior to his eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he/she had worked since his/her preceding eligibility date.

11.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his pro-rated vacation pay.

11.07 An employee, when taking a week's vacation, shall receive a minimum of nine (9) days off [five (5) days off vacation and four (4) scheduled days off] or a maximum eleven (11) days off [five (5) days vacation and six (6) scheduled days off] in accordance with the operational needs, manpower limitations, of the Brunswick Police Department.

11.08 Eligible employees covered by this Agreement

ARTICLE XII

SICK LEAVE

12.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours worked after the first month of hire. Each employee will continue to accumulate sick leave at the rate of 4.6 hours per eighty (80) hours worked. Sick time shall accumulate without limit.

12.02 In any case where an employee has accumulated sixty (60) sick days, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond sixty (60) days, said employee may be reimbursed at the end of said year for sick time not used in excess of sixty (60) days at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times four (4) hours. Retroactive payment will not be made at any time.

12.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call Dispatch each day he/she is off, two (2) hours prior to the start of the shift. If he/she fails to call two (2) hours prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After three (3) consecutive days of non-hospital sick leave, or ten (10) days (80 hours) of non-doctor certified sick leave, a doctor's certificate shall be presented by the employee in all instances. Sick

leave should not be used for office visits or treatment which could be scheduled during non-working hours.

12.04 An employee may accumulate more than one thousand one hundred fifty-two (1,152) hours (120 days) of sick leave, but one thousand one hundred and fifty-two (1,152) hours (120 days) is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIII

BEREAVEMENT LEAVE

13.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid a maximum of three (3) days earnings at his/her regular rate for the purpose of attending the funeral or for memorial purposes. Such three (3) days will be any three consecutive days which must include the day of the funeral. No payment will be made for any of the three (3) days which is a day which the employee would not ordinarily be scheduled to work, or occurs during the employee's vacation. A member of the immediate family shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent or any other household member designated as "other relative" in the sole discretion of the Police Chief and/or his designee. Denials of a designation of "other relative" by the Employer for purposes of bereavement pay shall not be grievable.

13.02 The intent of this provision shall be to protect an employee against loss in earnings. Thus, the maximum of three (3) days in the event of death in the immediate family is not a guarantee of three (3) days off. Two (2) days of sick pay time may be used in conjunction with bereavement pay. Evidence must be submitted to the City to verify this use.

ARTICLE XIV

ARMED SERVICE RESERVE DUTY

14.01 Any employee who is required to take off from duty to report for summer camp for training because he/she is a member of a branch of the Armed Services shall be compensated for the difference between his/her regular pay and his/her service pay

up to a maximum period of two (2) weeks per calendar year. Training notice and pay voucher must be presented to the City issuing compensation.

ARTICLE XV INSURANCE

15.01 Effective July 1, 2014, through December 31, 2016, the Employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage after ninety (90) days from date of hire.

15.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

15.03 Effective January 1, 2014 through December 31, 2016, all employees under the City health insurance plan for medical, prescription, dental and vision are required to contribute ten (10%) towards the total premium of the plan per month. Effective July 1, 2014, all employees are required to contribute towards the total premium of the plan per month as follows:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>Plan 1</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>
<u>Plan 2</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>
<u>Plan 3</u>	<u>10%</u>	<u>10.5%</u>	<u>11%</u>

Any new employee hired after January 1, 2015 shall pay fifteen percent (15%) towards the premium per month for any plan selected.

15.04 The Employee's contribution towards the premium **will** be deducted per pay period from the Employee's pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

15.05 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution pursuant to the City's election procedure. This amount will be deducted from the Employee's final paycheck from the City.

15.06 An Employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the Employee is covered by an adequate hospitalization plan. An Employee's spouse (if applicable) must also agree to this provision. The City will pay the employee \$750 (½ June 1st and ½ December 1st) for requesting to be completely removed from the City's hospitalization plan, or pay the employee \$300 (½ June 1st and ½ December 1st) for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used. In the event spouses are employed by the City, there shall be only one (1) family plan.

15.07 The City will provide \$1,000 life insurance for every \$1,000 in Employee's base pay.

15.08 The City also grants the use of its hospitalization policy after retirement by the employee remaining on the Group and paying the entire monthly premium to the City.

15.09 The City has a flexible spending plan.

ARTICLE XVI

LONGEVITY

16.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

16.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis effective the second year of the Agreement. In 2004 only there shall be two (2) longevity payments. 2005 is the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payment shall be one time annually on the third week in December of each year.

YEARS OF CONTINUOUS
SERVICE COMPLETED

LONGEVITY PAY

	<u>2014</u>	<u>2015</u>	<u>2016</u>
4-5	\$ 300.00	\$ 300.00	\$ 300.00
6-7	500.00	500.00	500.00
8-9	700.00	700.00	700.00
10-11	900.00	900.00	900.00
12-13	1,100.00	1,100.00	1,100.00
14-15	1,300.00	1,300.00	1,300.00
16-17	1,500.00	1,500.00	1,500.00
18-19	1,700.00	1,700.00	1,700.00
20-21	1,900.00	1,900.00	1,900.00
22	2,100.00	2,100.00	2,100.00
23	2,300.00	2,300.00	2,300.00
24	2,500.00	2,500.00	2,500.00
25	2,700.00	2,700.00	2,700.00
26	2,800.00	2,800.00	2,800.00
27	2,900.00	2,900.00	2,900.00
28	3,000.00	3,000.00	3,000.00
29	3,100.00	3,100.00	3,100.00
30+	3,200.00	3,200.00	3,200.00

ARTICLE XVII

WAGES

17.01 Full-time Communication Specialists in the Division of Police shall be paid at the following pay rates effective January 1, 2014:

<u>Year</u>	<u>Start</u>	<u>6 mth</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>	<u>5 year</u>
2014	17.21	17.80	17.96	18.44	19.23	20.23	20.90
<u>2015</u>	17.64	18.25	18.41	18.90	19.71	20.74	21.42
<u>2016</u>	17.95	18.57	18.73	19.23	20.05	21.10	21.80

The parties agree that the Union may reopen base wages only for calendar year 2016. Such wage reopener shall commence no sooner than October 1, 2015 unless mutually agreed by the parties to an earlier date. The minimum increase for this year shall be 1.75%. Nothing in this provision shall be construed as a guarantee of more than a 1.75% wage increase each year should the Union determine to exercise a wage reopener. The wage reopener shall be in conformity with Ohio Revised Code Chapter 4117.

17.02 The Employer agrees to pay Employees a one-time wage adjustment of three percent (3%) for the year 2004 only.

17.03 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he/she has obtained the final merit step in rank.

17.04 In addition, all employees hired after January 1, 1976, or entering into a new classification within the Division of Police, shall be subject to a merit review before receiving any increase in pay. [A 3.0 average (A=4, B=3, C=2, D=1, U=0) will be necessary on the evaluation form before any merit increase will be awarded.] A merit review will be held prior to the employee's scheduled date for merit raise increase.

17.05 After completion of one (1) year of service, all employees are to be certified in LEADS, CPR, CCH, Jailer and EMD with the cost of such training to be provided by the Employer.

17.06 Effective January 1, 1999, fifty percent (50%) of all dispatching/communication experience may be applied into years of service completed calculation for pay purposes.

17.07 The City and the Division of Police recognizes that meeting the Mission Statement takes commitment from its Communication Specialists. Part of the commitment comes from Communication Specialists continuing proficiencies. In order to encourage Communication Specialist development, the Division recognizes the following proficiencies as part of the Communication Specialist development process:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Certified Jailer	<u>\$200.00</u>	<u>\$200.00</u>	<u>\$200.00</u>
LEADS Certified	<u>\$225.00</u>	<u>\$225.00</u>	<u>\$225.00</u>
EMD Certified	<u>\$225.00</u>	<u>\$225.00</u>	<u>\$225.00</u>

A Communication Specialist may only receive a maximum annual payment of proficiencies attained and maintained up to a maximum of \$650.00. Payment will be made one (1) time per year the third week in December. Timing of payment may change upon execution of MOU regarding Finance payment schedules.

17.08 In the event the Employer assigns bargaining unit employees to dispatch for more or less jurisdictions to perform dispatching functions during the term of this Agreement, the parties agree to reopen this article to negotiate potential wage increases or decreases due to change in potential work loads. Such wage re-opener negotiations will be subject to O.R.C. Chapter 4117 procedures and provisions.

17.09 Any Communication Specialist designed by the Police Chief, or his/her designee, to perform as a Training Officer shall be compensated with the following additional rate for any shift on which the Employee serves as Training Officer:

\$ 1.00 per hour

17.10 It shall be mandatory for all full time Employees of the Division of Police (Communication Specialists) to have their bi-weekly pay checks direct deposited.

ARTICLE XVIII OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

18.01 The City will maintain the Ohio Public Employees Retirement System.

18.02 The City will pay the Employee's retirement contribution up to a maximum amount of 13%.

18.03 An optional ICMA or OPERS deferred compensation retirement plan will be provided.

ARTICLE XIX

LAY-OFF AND RECALL

19.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines **due to a lack of funds or a lack of work** that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.

19.02 Employees within the effected job classification shall be laid off according to their departmental seniority with the least senior being laid off first.

19.03 Employees who are laid off from one job classification may displace (bump) another employee with lesser departmental seniority in an equal or lower rated job classification within the department if immediately able to perform the job.

19.04 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to displace (bump) immediately.

19.05 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his/her right to recall for **twenty-four (24)** months from the date of his/her lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all right to employment with the Employer.

ARTICLE XX

MISCELLANEOUS

20.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such time is beyond the employee's shift.

20.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the **Dispatch Center**. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the

time of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

ARTICLE XXI

LINE OF DUTY INJURY LEAVE

21.01 A full-time employee's absence from work is necessitated because of an illness or injury that occurred while on the job with the City and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave may be granted at the discretion of the City Manager/Safety Director, or his/her designee, for a period of time not to exceed Ninety (90) calendar days.

21.02 Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the injury/illness.

21.03 Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Worker's Compensation law.

21.04 In order to be eligible for injury leave, the employee must report the illness/injury to his/her supervisor within twenty-four (24) hours of the incident or when practical giving rise to the illness/injury.

21.05 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent and total disability benefits under Ohio Worker's Compensation Laws. This provision does not prohibit an employee from receiving other available worker's compensation benefits. If an employee received either temporary total disability or permanent and total disability while receiving injury wage continuation benefits under this section, the employee agrees to reimburse the City for all sums in excess of what the employee received under this section.

21.06 The injury leave pay set forth in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries and all related workers compensation and

related claims to the same or similar body parts shall be construed as one (1) injury and eligible for total leave time under this Article.

ARTICLE XXII USE OF CITY VEHICLES

22.01 All employees are subject to the Employer's Use of City Vehicles Policy and all amendments or revisions.

ARTICLE XXIII CONFORMITY TO LAW

23.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

23.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE XXIV TOTAL AGREEMENT

24.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXV OBLIGATION TO NEGOTIATE

25.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make

demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

25.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE XXVI

GENDER AND PLURAL

26.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII

HEADINGS

27.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXVIII

LEGISLATIVE APPROVAL

28.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXIX

DURATION

29.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2014 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016. Notice to modify or terminate this Agreement shall comply with O.R.C. 4117-1-02.

ARTICLE XXX

GRIEVANCE PROCEDURE

30.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

30.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or City Hall Holidays as provided for in this Agreement.

30.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) All grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the

grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3 (Safety Director).

d) The preparation of grievances shall be conducted only during non-working hours. Premium or overtime pay will not be paid for this preparation.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The grievant is entitled to a Union Representative at any step of the grievance.

g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions.

i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

30.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee who believes he/she may have a grievance shall notify the Communications Coordinator, or designee, in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Communications Coordinator, or designee, will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his/her presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step 1, it may be presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Communication Coordinator's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Communication Coordinator fails to give the aggrieved party an answer. The Police Chief or his/her designee shall give his/her answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3:

If the dispute is not resolved at Step 2, it may be presented as a grievance to the Safety Director within five (5) days of the informal meeting or notification of the

Police Chief's decision at Step 2, whichever is later, but not later than seven (7) days from the date of the meeting if the Police Chief fails to give the aggrieved party an answer. The Safety Director, or his/her designee, shall give his/her answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The City Manager, or his/her designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his/her representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager, or his/her designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXI

DISCIPLINARY PROCEDURE

31.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

31.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

31.06 Discipline shall not be implemented until either:

- A. the matter is settled, or
- B. the employee fails to file a grievance within the time frame provided by this procedure, or
- C. the penalty is upheld by the Safety Director after a pre-disciplinary hearing, or
- D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

31.07 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in future disciplinary actions.

ARTICLE XXXII

ARBITRATION PROCEDURE

32.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually select an arbitrator. In the event the parties cannot reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS), which shall specifically request only names from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method, with the Union striking first.

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

32.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

32.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

32.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

32.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

32.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIII

FAMILY MEDICAL LEAVE

33.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

33.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

33.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

33.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

33.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

33.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

33.07 Leave for the care of a birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXIV

LEAVE OF ABSENCE

34.01 The nature of Police operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. MILITARY LEAVE: Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) day time limit specified in the Universal Military Training and Service Act.

2. LEAVE OF ABSENCE: Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a Leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he/she is on such Leave of Absence, shall lose his/her seniority and/or be subject to discharge.

ARTICLE XXXV

EMPLOYEE RIGHTS

35.01 An employee has the right to have a Union representative present at any interview which the Employee reasonably believes could lead to disciplinary action.

35.02 Disciplinary actions that are more than two (2) years old for any reprimand or written warning, three (3) years for any one, two or three day suspension, and five (5) years for a suspension more than three days or a demotion, shall not be used in further disciplinary actions.

35.03 In cases where suspensions are not immediate, the City will make a suspension effective ten (10) days after it is presented to the employee and the Civil Service Commission. In this case, the suspension will not be served until after a ten (10) day period; or after an employee has filed an appeal and a decision is rendered by the Civil Service Commission.

35.04 Disciplinary action taken by the Employer shall be only for just cause.

35.05 Non-probationary employee, who is disciplined, shall be given written notice regarding the reason for the disciplinary action.

ARTICLE XXXVI

COURT APPEARANCE

36.01 Off duty Communication Specialists, when appearing in Court as a witness for Police related testimony, shall be paid full-time pay for the time he/she is required to appear. When such appearance is requested, a minimum of **four (4)** hours pay on a scheduled work day or a minimum of four (4) hours pay on a scheduled day off. Payment shall be made under the guidelines of the Fair Labor Standards Act with regard to overtime pay. The employee need not be required to work these hours.

ARTICLE XXXVII

ANNUAL STRESS DAYS

37.01 Communication Specialists will be entitled to nine (9) annual stress days off.

37.02 Scheduling for these days off will be at the discretion of the Chief of Police or his designee.

ARTICLE XXXVIII

UNIFORM ALLOWANCE

38.01 The City agrees to pay each calendar year to each Communication Specialist who has been on active duty for the past year, a uniform replacement allowance as follows:

<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>\$550</u>	<u>\$600</u>	<u>\$650</u>

In order to utilize this benefit, the Communication Specialist must use a City of Brunswick purchase order and submit receipts to Accounts Payable.

38.02 The City agrees to pay each Communication Specialist, Four Hundred Fifty Dollars (\$450.00) per calendar year for maintenance and cleaning of their uniform. Said payment shall be made in accordance with the schedule established by Finance.

38.03 Each newly hired/probationary Communication Specialist hired by the City shall, on the first day of January of each year, be entitled to a pro-rata portion of both uniform and maintenance allowances based upon the number of months served in the capacity of probationary Employee prior to January 1st. (e.g., a probationary Communication Specialist hired September 1st of any year would, on January 1st of the next year, be entitled to four (4) months (one-third) of the full uniform allowance and maintenance provided for in this agreement.

38.04 The City will allow a three (3) employee committee to review the present limitations imposed upon uniform purchases, but the final selection of articles allowed to be purchased is a management prerogative and will not be relinquished.

ARTICLE XXXIX

SHIFT DIFFERENTIAL

39.01 The City will pay each Communication Specialist the following additional rate per hour in addition to compensation to which they are entitled to under the Agreement:

Afternoon Shift	Night Shift
4:00 p.m. to 12:00 Midnight	12:00 Midnight to 8:00 a.m.
<u>\$0.75</u>	<u>\$1.25</u>

39.02 Any Communications Specialist working during any part or portion of either the afternoon or the night shift as set forth in Section 43.01 of this Article shall be entitled to shift differential based upon the actual number of hours worked during either the afternoon shift or the evening shift.

39.03 Conversely, any employee working from the evening shifts into the morning shifts shall not be entitled to shift differential for hours worked in the morning shift (8:00 a.m. to 4:00 p.m.).

ARTICLE XL

POLYGRAPH

40.01 If an employee is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. Our employee will then be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

40.02 If the charge is from an internal investigation, the employee may be required to submit to a polygraph.

40.03 If the polygraph indicates the employee is not truthful, a second polygraph will be given to our employee.

ARTICLE XLI

SCHOOLING

41.01 The City will reimburse an employee for training programs specifically related to their position and pre-approved by the Police Chief. Schooling opportunities

will be rotated among all employees based on seniority. If the schooling opportunity, however, is deemed by the Chief at his/her sole discretion, to be necessary for a particular employee, seniority will not apply. This decision by the Chief is not grievable.

ARTICLE XLII

BREAK TIME

42.01 Employees shall be entitled to two (2) ten (10) minute breaks and one half hour paid lunch per shift with the approval of the Shift Commander or his/her designee.

ARTICLE XLIII

RETENTION OF PREVIOUS BENEFITS

43.01 The City is willing to continue to provide the following benefits as long as they are available:

1. False Arrest Insurance
2. Employee Bond
3. Indemnification of Employees - employees shall receive full indemnification from the City Council on any judgment when punitive damages have been incurred providing:
 - a. Said employee acted within the performance of his/her duties, following either, advice of proper authority or following established policy and procedure.
 - b. Said employee acted reasonably and in good faith.
4. Jury Duty Pay
5. Employees engaged in City business outside the Municipality shall be reimbursed for the actual cost of meals, lodging, mileage and other items covered by ordinance.

ARTICLE XLIV

TRAVEL TIME

44.01 Any Employee who is required to attend outside training, the travel time to and from class will be included in hours worked. Any other voluntary training

requested by the Employee and approved by the Division will not be subject to travel time compensation.

ARTICLE XLV

WELLNESS PROGRAM

45.01 Development of the program will be in 2004 by the Division of Police Wellness Officers, Communication Specialists and City Administration, with monetary incentives beginning in 2005, or a quarterly incentive program for 2004 depending when the program is developed.

45.02 It is a pre-requisite in entering the program to be tobacco free and to remain tobacco free to receive monetary payment for physical fitness.

<u>Non-Smokers</u>	<u>Non-Smokers and Passing Physical Performance Program</u>
\$250.00	\$750.00

ARTICLE XLVI

PERSONAL DAYS

46.01 An Employee may use eight (8) hours of sick time hours for personal use. These hours must be scheduled in advance or approved by the Police Chief and/or his designee and may be used in a minimum of two (2) hour blocks. The employee's sick leave bank will be reduced by these eight (8) hours when used.

XLVII

RECREATION CENTER MEMBERSHIP

47.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Communication Specialists. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

47.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

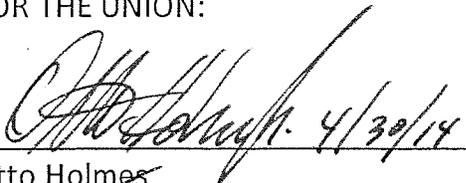
ARTICLE XLVIII

EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of May, 2014.

FOR THE UNION:

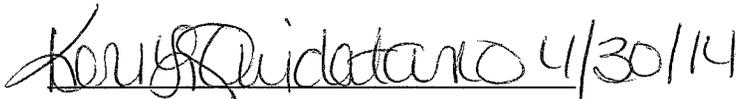
FOR THE EMPLOYER:



Otto Holmes
Staff Representative
Fraternal Order of Police, Ohio
Labor Council, Inc.



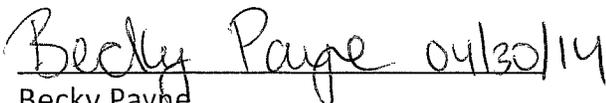
CHIEF
Chief Carl S. DeForest
Temporary City Manager/ Safety Director



Keri Quidatano



Josh Malames



Becky Payne

DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, Finance Director, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of the proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.

A handwritten signature in cursive script that reads "Todd R. Fischer". The signature is written in dark ink and is positioned above a horizontal line.

Todd Fischer, Finance Director

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 48-14

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (COMMUNICATION SPECIALISTS) FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

WHEREAS: The previous Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (Communication Specialists) expired on December 31, 2013; and

WHEREAS: The City of Brunswick and the Fraternal Order of Police, Ohio Labor Council, Inc. (Communication Specialists) have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2014 through December 31, 2016.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (Communication Specialists) for a period of three (3) years effective January 1, 2014 through December 31, 2016, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading May 12, 2014

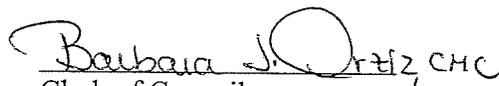
2nd Reading May 13, 2014

3rd Reading May 19, 2014

ADOPTED: May 19, 2014

AYES 6 NAYS 0

ATTEST:


Clerk of Council

Barbara J. Ortiz, CMC