Police Dept (Dispatch)
original

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF VERMILION

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

13-MED-09-0953
13-MED-09-0990
0659-04
K30995
06/17/2014

UNDER CHAPTER 4117 of the Ohio Revised Code

POLICE DEPARTMENT

GOVERNING FULL-TIME DISPATCHERS

Term of Agreement

January 1, 2013

to

December 31, 2015

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE
1	PURPOSE OF AGREEMENT	1
2	APPLICATION OF AGREEMENT TO BARGAINING UNIT	1
3	UNION RECOGNITION	1
4	DUES CHECKOFF	1 – 2
5	NONDISCRIMINATION	3 – 4
6	NO STRIKE – NO LOCKOUT	4
7	MANAGEMENT RIGHTS	5
8	UNION REPRESENTATION	6 – 7
9	LABOR MANAGEMENT MEETING	7 – 8
10	NEGOTIATIONS AND AGREEMENTS GENERALLY	8 – 10
11	DISCIPLINE	10 – 12
12	GRIEVANCE PROCEDURE	12 – 15
13	LAYOFF AND RECALL	15 – 16
14	GENERAL COMPENSATION FOR FULL TIME PERSONNEL	17
15	OVERTIME AND CALL – BACK PAY	17
16	LONGEVITY BENEFITS	17 – 18
17	UNIFORM ALLOWANCES	18 – 19
18	EMPLOYEES' SALARY REDUCTION TAX SHELTERED ANNUITY RETIREMENT PLAN	19 – 21
19	COMPENSATION: POLICE SCIENCE DEGREE CREDIT HOURS	21 – 22
20	VACATIONS	22 – 23
21	HOLIDAYS	23
22	SICK LEAVE	23 – 24
23	SICK LEAVE CONVERSION	24
24	SICK LEAVE BUY BACK PROGRAM	24
25	ON DUTY INJURIES	24 – 25
26	UNION LEAVE	25
27	HOSPITALIZATION & MEDICAL INSURANCE, OPTICAL & DENTAL	25 – 26
28	LIFE INSURANCE	26
29	EXTENSION OF HEALTH CARE & LIFE INSURANCE BENEFITS	26
30	FUNERAL OR PERSONAL LEAVE	26
31	LEGAL DEFENSE	27
32	ATTENDANCE OF O.P.B.A REPRESENTATIVE AT CITY MEETINGS	27
33	MILEAGE ALLOWANCE	27 – 28
34	MISCELLANEOUS	28

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE
35	INTERPRETATION; SEPARABILITY	28
36	DRUG-FREE WORKPLACE ACT	29
37	WAIVER OF CIVIL SERVICE RELATED LAWS	29
38	DURATION	29
39	DIRECT DEPOSIT	29
	SIGNATURE PAGE	30
	APPENDICES	
APPENDIX A	GRIEVANCE APPEAL FORM STEP 1	31
APPENDIX B	GRIEVANCE APPEAL FORM STEP 2	32
APPENDIX C	CITY OF VERMILION & O.P.B.A. GRIEVANCE APPEAL	33
APPENDIX D	DISPATCHER WAGES	34
APPENDIX E	AUTHORIZATION FOR O.P.B.A. REPRESENTATION	35

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE
1	PURPOSE OF AGREEMENT	1
2	APPLICATION OF AGREEMENT TO BARGAINING UNIT	1
3	UNION RECOGNITION	1
4	DUES CHECKOFF	1 – 2
5	NONDISCRIMINATION	3 – 4
6	NO STRIKE – NO LOCKOUT	4
7	MANAGEMENT RIGHTS	5
8	UNION REPRESENTATION	6 – 7
9	LABOR MANAGEMENT MEETING	7 – 8
10	NEGOTIATIONS AND AGREEMENTS GENERALLY	8 – 10
11	DISCIPLINE	10 – 12
12	GRIEVANCE PROCEDURE	12 – 15
13	LAYOFF AND RECALL	15 – 16
14	GENERAL COMPENSATION FOR FULL TIME PERSONNEL	17
15	OVERTIME AND CALL – BACK PAY	17
16	LONGEVITY BENEFITS	17 – 18
17	UNIFORM ALLOWANCES	18 – 19
18	EMPLOYEES' SALARY REDUCTION TAX SHELTERED ANNUITY RETIREMENT PLAN	19 – 21
19	COMPENSATION: POLICE SCIENCE DEGREE CREDIT HOURS	21 – 22
20	VACATIONS	22 – 23
21	HOLIDAYS	23
22	SICK LEAVE	23 – 24
23	SICK LEAVE CONVERSION	24
24	SICK LEAVE BUY BACK PROGRAM	24
25	ON DUTY INJURIES	24 – 25
26	UNION LEAVE	25
27	HOSPITALIZATION & MEDICAL INSURANCE, OPTICAL & DENTAL	25 – 26
28	LIFE INSURANCE	26
29	EXTENSION OF HEALTH CARE & LIFE INSURANCE BENEFITS	26
30	FUNERAL OR PERSONAL LEAVE	26
31	LEGAL DEFENSE	27
32	ATTENDANCE OF O.P.B.A REPRESENTATIVE AT CITY MEETINGS	27
33	MILEAGE ALLOWANCE	27 – 28
34	MISCELLANEOUS	28

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE
35	INTERPRETATION; SEPARABILITY	28
36	DRUG-FREE WORKPLACE ACT	29
37	WAIVER OF CIVIL SERVICE RELATED LAWS	29
38	DURATION	29
39	DIRECT DEPOSIT	29
	SIGNATURE PAGE	30
	APPENDICES	
APPENDIX A	GRIEVANCE APPEAL FORM STEP 1	31
APPENDIX B	GRIEVANCE APPEAL FORM STEP 2	32
APPENDIX C	CITY OF VERMILION & O.P.B.A. GRIEVANCE APPEAL	33
APPENDIX D	DISPATCHER WAGES	34
APPENDIX E	AUTHORIZATION FOR O.P.B.A. REPRESENTATION	35

ARTICLE 1
PURPOSE OF AGREEMENT

Section 1.01. This Agreement, entered into by the City of Vermilion, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association ("OPBA") hereinafter referred to as the "Union," has as its purpose the following: to comply with the requirements of Ohio R.C. Chapter 4117 (Strikes by Public Employees); to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit, as defined in Article 2, Section 2.01 of this Agreement; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained in Article 12 of this agreement.

ARTICLE 2
APPLICATION OF AGREEMENT TO BARGAINING UNIT

Section 2.01. As used in this agreement, "bargaining unit" means the following personnel of the Police Division: full-time Dispatchers.

Section 2.02. This agreement shall be applicable to members of the bargaining unit.

ARTICLE 3
UNION RECOGNITION

Section 3.01. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit described in the State Employment Relations Board's order of August 15, 2013, in Case No. 13-REP-03-0040.

Section 3.02. All positions and classifications not specifically referred to in Article 2.01 as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3.03. Notwithstanding the provisions of this section, management, confidential, fiduciary, supervisory, casual, probationary and seasonal employees, and students whose primary purpose is education or training, shall be excluded from the bargaining unit.

Section 3.04. It is understood that the Agreement referred to in Article 1.01 is a multiple unit agreement, entered into voluntarily by the parties pursuant to Ohio R.C. Chapter 4117, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

ARTICLE 4
DUES CHECKOFF

Section 4.01. Authorization. The Employer agrees to deduct Union membership dues, fees and assessments in accordance with this section for any employee within the

bargaining unit, upon the successful completion of his or her individual probationary period. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. The signed authorization for dues deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union 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. All dues deducted shall be transmitted to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, North Royalton, Ohio 44133.

Section 4.02. Fair Share Fee. Upon execution of the Agreement referred to in Article 1.01, each non-probationary employee who is not a member of the Union shall be required as a condition of employment to pay the Union a Fair Share Fee to cover the employee's pro rata share of:

(1) The direct costs incurred by the Union in negotiating and administering such Agreement and of settling grievances and disputes arising under such Agreement; and

(2) The Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by such Agreement.

Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Union and nonmembers shall be governed by Ohio R.C. 4117.09(C) as it relates to fair share rights and duties. Any employee whose personal beliefs, teachings and tenets or religious principles preclude financial support of an employee organization may be exempted therefrom in accordance with Ohio R.C. 4117.09(C). All fair share fees deducted shall be transmitted to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, North Royalton, Ohio 44133.

Section 4.03. Obligations of Parties. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of Union dues. 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 Employer pursuant to this section. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.04. Employer's Relief From Obligation. 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; or

(4) Taking an unpaid leave of absence.

Section 4.05. Hardship Cases. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. The Union may waive its rights to dues deductions in hardship cases if written notification is first served upon the City Finance Department.

Section 4.06. Claims for Errors in Processing. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date 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 Union dues deduction would normally be made by deducting the proper amount.

Section 4.07. Certification and Changes in Rate of Deduction. The rate at which dues are to be deducted shall be certified to the Employer by the Union. One month advance notice must be given the Finance Department prior to making any changes in an individual's dues deductions.

ARTICLE 5
NONDISCRIMINATION

Section 5.01. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, color, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision.

Section 5.02. Where there is an alleged violation of a provision of this Article that qualifies for appeal under the rules of the U.S. Equal Employment Opportunity Commission, the Ohio Civil Rights Commission or the State Employment Relations Board, such matter shall not be appealable through the grievance procedure contained in Article 12. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 5.03. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an

official capacity on behalf of the Union, so long as that activity does not conflict with the terms of the Agreement referred to in Article 1.01.

Section 5.04. The Union agrees not to interfere with the rights of employees to refrain from or resign from membership in the Union, and the Union shall not discriminate against, interfere with, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5.05. All references to employees in the Agreement referred to in Article 1.01 designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6
NO STRIKE — NO LOCKOUT

Section 6.01. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement referred to in Article 1.01 provides machinery for the orderly resolution of grievances. The parties, therefore, agree that during the term of such Agreement the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike or slowdown which affects the Employer or its operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "that such action is not sanctioned by the Union and that all employees should and have been advised to return to work immediately." The letter shall be signed by the highest ranking local Union officer.

Section 6.02. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate subsection 6.01 hereof are subject to discipline or discharge by the Employer. Should disciplinary action be taken in accordance with the provisions of this section, the only question which may be appealed is whether or not the employee(s) did participate in or promote such action.

Section 6.03. During the term of such Agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated the terms of this article.

Section 6.04. Nothing in this section shall be construed to limit or abridge the Employer's and Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.01. Except as specifically limited in this section, the Employer shall have the exclusive right to administer the business of the City and its departments in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

(1) To manage and direct its employees, including the right to select, hire, promote;

(2) To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

(3) To manage and determine the location, type and number of physical facilities, equipment, programs and work services to be performed;

(4) To determine the goals, objectives, programs and services of the departments and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;

(5) To determine the size, composition and duties of the work force and the number of shifts required, to establish work schedules, to establish hours of work and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked; and to establish, modify, consolidate or abolish jobs (or classifications) only after meeting and discussing the same with affected Union representatives;

(6) To reduce the work force due to lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the departments;

(7) To determine when a job vacancy exists, and the standards of quality and performance to be maintained;

(8) To determine the necessity to schedule overtime and the amount required thereof;

(9) To maintain the security of records and other pertinent information;

(10) To determine the overall budget;

(11) To maintain and improve the efficiency and effectiveness of the Employer's operation; and

(12) To determine and implement necessary actions in emergency situations.

Section 7.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 8
UNION REPRESENTATION

Section 8.01. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure set forth in Article 12 shall be known Directors.

The Union shall designate an alternative Representative for each Representative. Alternate Representatives shall serve as Representatives only in the absence of the Representative from work. At the time of his or her designation, a Representative shall have completed his or her probationary period and be employed in the work unit he or she represents.

Section 8.02. The Employer agrees to admit one non-employee Union Representative to the Employer's facility during the Employer's normal office business hours Monday through Friday, upon reasonable advance notice. Upon entering, such non-employee Union Representative shall identify himself or herself to the Employer or the Employer's designated representative. Non-employee Union Representatives shall be admitted for the purposes established in the Agreement referred to in Article 1.01 and shall only be permitted in the areas of the facility designated by the Employer or the Employer's designated representative.

Section 8.03. The Union shall notify the Employer, in writing, of the names of the Representatives and non-employee Representatives before they will be recognized by the Employer. For the purpose of the Agreement referred to in Article 1.01, appropriate Union Representative business is defined as:

(1) Representation of a member at any step of the grievance procedure;

(2) Representation of a member at a disciplinary conference when requested by the affected employee if economic detriments are expected to be imposed upon the employee; and

(3) Attendance at meetings between the Union and the Employer where his or her attendance is requested.

The Representative shall be permitted reasonable time off with pay to conduct appropriate Union Representative's business as defined in this section during his or her working hours, provided the prior authorization of his or her immediate supervisor is obtained.

Section 8.04. Rules governing the activity of the Union Representative and alternate are as follows:

(1) The Representative or alternate must obtain, in advance, the authorization of his or her immediate supervisor before beginning Union activities. All parties shall consider the rigors of the work schedule, and while permission therefore will not be unreasonably withheld, likewise, it is understood that this is an occasional privilege which shall not be abused.

(2) The Representative or alternate shall identify the reason for the request at the time Union activity time is requested.

(3) The Representative or alternate shall not conduct Union activities in any work area without notifying the immediate supervisor in charge of that area of the nature of the Union activity.

(4) The Representative or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted or upon the reasonable order of the Representative's or alternate's supervisor.

(5) Failure to comply with such order may result in disciplinary action if it is found that the Union Representative or alternate is abusing the rules of this section, and continued abuses may result in revocation of the privileges contained in this section.

Section 8.05. Any change made in the designation of a Representative or alternate Representative shall be furnished to the Employer before the newly designated Representative or alternate Representative is recognized by the Employer.

ARTICLE 9
LABOR MANAGEMENT MEETINGS

Section 9.01. In the interest of sound labor-management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable date and time, representatives of the Employer shall meet with representatives of the Union to discuss those matters addressed in Section 9.02 contained herein.

Section 9.02. An agenda listing the items to be covered will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings. The Union shall also supply the names of those Union Representatives who will be attending. Working days for purposes of this article shall be Monday through Friday, excluding Saturdays, Sundays, and holidays. The purpose of such meetings shall be to:

(1) Discuss the administration of the Agreement referred to in Article 1.01;

(2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

(3) Discuss the grievances which have not been processed beyond the final step of the grievance procedure set forth in Article 12, but only when such discussions are mutually agreed to by the parties;

(4) Disseminate general information of interest to the parties;

(5) Discuss ways to increase productivity and improve efficiency;

(6) Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

(7) Consider and discuss health and safety matters relating to employees.

Section 9.03. If special labor-management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 9.04. Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement referred to in Article 1.01.

ARTICLE 10
NEGOTIATIONS AND AGREEMENTS GENERALLY

Section 10.01. Location of Meetings. Meetings will be held on the premises of the Employer.

Section 10.02. Dates and Times of Meetings. Sessions will be scheduled by mutual agreement on an as-needed basis and will be normally for three hours maximum duration. If further meeting time is required following adjournment, nothing in this section shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

Section 10.03. Bargaining Committee Makeup. The Union team will consist of no more than three employee participants, plus legal counsel and one union representative. Meetings will be scheduled during employees' off-duty time whenever possible. Upon mutual agreement, meetings of various employee classifications may be held separately.

Section 10.04. Chief Negotiator. There shall be only one principal spokesperson, called the "Chief Negotiator," for the employee classifications (full-time Dispatchers; part-time Dispatchers; part-time Patrolmen) governed hereby, for each party, except that he or she may on occasion request one of his or her team members to address a specific issue.

Section 10.05. Data. All requests for data shall be in writing.

Section 10.06. Written Proposals/Materials. All written proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

Section 10.07. Agreements.

(1) Terms and conditions agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as a tentative agreement. When appropriate, a particular term and/or condition agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative agreement on that particular term and/or condition pending tentative agreement on the complete agreement.

(2) It is understood that such tentative agreements are considered resolved, and shall they be binding on either party, until such time as total agreement is reached on the entire agreement.

(3) After final tentative agreement is reached on all terms and conditions, the Union Bargaining Committee will present the agreement to its membership for ratification.

(4) Upon ratification by the Union and the City Council, the Bargaining Committees will meet within fifteen (15) days to execute the agreement by affixing the signatures of the parties.

Section 10.08. Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

Section 10.09. Meeting Arrangements. The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

Section 10.10. Caucuses. A caucus may be called at any time during negotiations by the Chief Negotiator for any of the employee groups which are a party to the Agreement referred to in Article 1.01. Caucuses should be limited to fifteen minute duration and additional caucuses may be called.

Section 10.11. News Media. It is agreed that, during the negotiating period, neither party will issue a statement to the news media on an individual basis. If, in the normal conduct of negotiations, such press releases should become necessary, the contents must be mutually acceptable.

(1) Economics. The parties will attempt to reach tentative agreement on all non-economic items before the parties commence negotiations on the language regarding items of an economic nature.

Section 10.12. Waiver. Sections of this article may be waived by mutual consent of both parties.

ARTICLE 11
DISCIPLINE

Section 11.01. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office.

Section 11.02. Except in instances where the employee is found guilty of gross misconduct or guilty of a serious offense, discipline will be applied in a corrective and progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Progressive discipline shall be applied for events and circumstances that are similar or like in nature or behavior. Forms of disciplinary action are:

1. written warning

2. written reprimand

3. suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Records of suspension will be maintained.)

4. reduction in pay

5. termination

Section 11.03. Whenever an investigation concerning an employee occurs wherein a disciplinary suspension, non-probationary reduction or removal may result, the affected employee will be notified at the time he is first questioned that such a result is possible. Either party may make audio tapes of investigation sessions. However, neither party is required to make tapes and the unavailability of taping equipment or the inability of either party to make audio tapes shall not serve as a cause for postponement of investigation sessions. Prior to making an audio tape, pursuant to this article, the party making the audio tape shall notify the other party prior to making such audio tape and will provide a copy of such audio tape to the other party upon request.

Section 11.04. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he will be advised that such a failure or refusal may be the basis for such a charge and what penalty could result.

Section 11.05. If an anonymous complaint is made against an employee and, after investigation is found to be unsubstantiated, the complaint shall be classified as unfounded. It shall be marked, dated as such, and signed by the Chief or his designee. Unfounded complaints shall not be placed in an employee's official personnel file.

Section 11.06. Prior to an employee receiving a disciplinary suspension, non-probationary reduction, or discharge, a pre-disciplinary conference between the Employer and the affected employee will be scheduled by the Employer. Such conference will be scheduled no earlier than twenty four (24) hours from the time the employee is notified. An employee may have a representative of the OPBA present at such hearing. It shall be the responsibility of the employee to notify and make arrangements for the OPBA representative to be present. If the OPBA representative is not available immediately, the Employer and the OPBA representative shall mutually agree upon a date and time for the hearing. An employee shall be advised in writing of the nature of the charges prior to the hearing and, upon request, shall be provided copies of any evidence to be presented. The disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges unless the OPBA representative is not immediately available, as discussed above. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's response. When the nature of an offense is such that immediate disciplinary action is necessary, the employee shall be suspended from the active performance of regular duties, without loss of pay until the pre-disciplinary conference is held.

Disciplinary hearings will be conducted by a neutral hearing administrator selected by the Employer. The employee may choose to:

1. appear at the hearing to present oral or written statements in his defense, or

2. appear at the hearing and have an employee or non employee representative of the union present oral or written statements in his defense, or

3. elect in writing to waive the opportunity to have a disciplinary hearing.

Failure to elect and pursue one of these three options shall be deemed a waiver of the employee's right to a disciplinary hearing.

At the disciplinary hearing, the neutral hearing administrator will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges.

Section 11.07. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 11.08. An employee may request in writing that oral reprimands and written reprimands cease having force and effect eight (8) months after their effective date; records of suspension of three (3) days or less cease having force and effect 12 months subsequent to their effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months subsequent to their effective date. This request shall be made to the Chief of Police or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline.

Section 11.09.

a. Questioning of members of the bargaining unit shall be for reasonable periods of time and at a time during or abutting normal working hours except where emergency circumstances require otherwise.

b. Members of the bargaining unit being investigated shall not be threatened, coerced or intimidated.

c. Members of the bargaining unit shall be advised and furnished a copy anytime material deleterious to the member is placed in his/her personnel file. At such time the member may submit material to comment or clarify any of the deleterious material placed in his/her personnel file.

d. Members of the bargaining unit shall only be required to submit to a polygraph or CVSA examination if they voluntarily choose to do so.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.01. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. "Working days" are Monday through Friday, excluding Saturday, Sunday and recognized holidays.

Section 12.02. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. Each employee who desires to be included as a grievant shall sign the

grievance. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Subsection 12.05 shall be used throughout.

Section 12.03. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual written agreement of the parties. The aggrieved may withdraw a grievance prior to notice to arbitrate by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 12.04. Grievances must be filed on the form mutually agreed upon and shall contain, but are not limited to, the following information:

(1) Date and time grievance occurred;

(2) Description of incident giving rise to the grievance;

(3) Articles and sections of the agreement involved;

(4) Relief requested; and

(5) Signature of the employee.

Section 12.05. Disciplinary grievances involving suspension, reduction in rank or discharge are to be appealed directly to Step 2 of the grievance procedure. All other grievances related to disciplinary action are to be filed at Step 1.

Section 12.06. The following steps shall be followed in the processing of a grievance:

Step 1. Within five (5) working days of the incident or knowledge of the incident (but in no case later than twenty (20) working days from the actual facts) which give rise to the grievance, the aggrieved employee shall submit his written grievance to the Captain, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Captain shall respond in writing to the grievant within five (5) working days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police within five (5) working days from receipt of the Step 1 answer. It

shall be the responsibility of the Chief of Police or his designee to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within ten (10) working days of receipt of the grievance. The grievant may, at his option, be represented by a representative of the OPBA at any hearing or hearings held at this level.

Step 3. A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor within five (5) working days of receipt of the Step 2 answer. The Mayor may meet with the grievant and a representative of the OPBA, if the employee desires, within seven (7) working days of submission of the grievance to Step 3, to discuss the grievance. The Mayor shall provide a written response to the grievant within five (5) working days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the OPBA in accordance with the provisions of Section 12.07 of this Article.

Section 12.07. The OPBA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) working days from the date of the final answer on a grievance from Step 3, the OPBA shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the OPBA of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (OPBA and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws; and

2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the OPBA, and the Employer. The arbitrator shall be requested to issue his decision within twenty (20) working days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 13
LAYOFF AND RECALL

Section 13.01. Whenever the Employer determines that a layoff is necessary in the bargaining unit due to lack of work or lack of funds, the Employer shall notify the affected employees at least fourteen (14) calendar days in advance of the date of layoff or job abolishment.

Section 13.02. The Employer shall determine in which classification(s) and which work section(s) layoff or job abolishment will occur. Within each classification, affected displacement shall occur in the following order:

a. Temporary, casual (intermittent), seasonal, and part-time employees.

b. New hires who have not completed the probationary period.

c. Promoted employees who have not completed the probationary period.

d. Employees who have completed the probationary period, with the least bargaining unit seniority.

The order of layoff in each of the above categories shall be determined by least bargaining unit seniority. If two or more employees have the same bargaining unit seniority, the employee with the least classification seniority shall be displaced.

Section 13.03. Employees who are placed on layoff may apply their bargaining unit seniority to displace an employee with less bargaining unit seniority in any lateral or lower bargaining unit classification in which the displacing employee holds classification seniority, and shall receive the rate of pay for that classification. Employees must notify the Employer within seven (7) days from receipt of layoff notice of their intent to exercise displacement rights.

Section 13.04. When it becomes necessary in the Vermilion Police Division through lack of work or causes other than disciplinary reasons, to reduce the force in such division, the youngest patrolman employee in point of service shall be the first to be laid off. In the event that a position in the Vermilion Police Division above the rank of patrolman is abolished and the incumbent of such position had been permanently appointed thereto, he or she shall be reduced to the next lower rank in such Department, and the youngest officer in point of service in the next lower rank shall be reduced to the next lower rank, and on down until the youngest officer in point of service has been reached, who shall be laid off.

Section 13.05. Employees who are placed on layoff may request to receive payment for earned but unused vacation, and personal time benefits. If the employee chooses to not exercise this option and the employee is not recalled as set forth in this Article, these benefits will be paid anytime during the recall period at the hourly rate earned at the time of layoff without accrued interest. Employees not requesting payment during the recall period automatically will be paid at the end of the recall period.

Section 13.06. Laid off employees shall be eligible for recall 24 months from the date of the layoff. Recall from layoff will be made in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within fourteen (14) calendar days following the date of notification or recall shall lose seniority and employment rights.

ARTICLE 14
GENERAL COMPENSATION FOR FULL TIME PERSONNEL

Section 14.01. Wages and salaries of the Full Time members of the Police Division shall be as follows: (See Appendix D)

Section 14.02. **Negative Recommendation of Chief.** In the case of Full-time Dispatchers, any increases and classification changes in the basic salary schedule set forth in this section shall be automatic on the anniversary dates shown, subject only to a negative recommendation by the Chief of Police. This negative recommendation shall be effective only up to six (6) months, after which the negative recommendation may become a grievable issue.

ARTICLE 15
OVERTIME AND CALL-BACK PAY

Section 15.01. The Department currently operates on a schedule of 12-hour shifts for full-time employees. This schedule provides for regular work time of 80 hours in a two-week period. The work period shall commence at 7:00 a.m. Saturday of each work period and shall end at 6:59 a.m. of the second Saturday of the work period. When a full-time employee is required to work beyond her/his regular schedule s/he shall be paid overtime compensation at one and one-half times her/his regular rate for hours worked beyond that schedule.

Section 15.02. Sick leave, personal leave, holidays, bereavement leave and authorized vacation time shall count as hours worked in a work period for calculation of overtime entitlement. Police personnel shall not receive per diem overtime pay except as it accumulates in computing overtime hours in excess of regularly scheduled hours as herein provided.

Section 15.03. An employee who is called back or placed on duty after his or her shift ends having left the premises, shall be guaranteed two (2) hours of call-back pay at time and one half (1 ½) and additionally one and one half (1 ½) pay for hours actually worked. It shall not be considered call-out if management gives twenty-four (24) hours prior notice of scheduled time to report or gives notice prior to the end of the regularly scheduled shift.

ARTICLE 16
LONGEVITY BENEFITS

Section 16.01. Following four (4) years of full-time employment, regular full-time members of the Police Division shall be eligible to receive, in addition to their regular wage, a sum in the amount as indicated below. Each year thereafter, such members and employees shall be eligible to receive an additional one-half of one percent up to a maximum of twenty-five (25) years.

Section 16.02. Longevity pay shall be paid to eligible employees once each year on the last regular pay in November. No longevity pay shall be paid for partial years of service; only full years of service shall count toward receiving longevity pay. Base pay for purposes of calculating longevity pay shall not include overtime.

Years of Service	% of Base Pay	Years of Service	% of Base Pay
4	.5	15	6
5	1	16	6.5
6	1.5	17	7
7	2	18	7.5
8	2.5	19	8
9	3	20	8.5
10	3.5	21	9
11	4	22	9.5
12	4.5	23	10
13	5	24	10.5
14	5.5	25	11

In 2013 longevity pay will be frozen at the 2012 rate. In 2014 longevity pay will increase a full 1% or to the top rate to make up for the frozen year.

ARTICLE 17
UNIFORM ALLOWANCES

Section 17.01. Generally. For the purposes of this section, the Director of Public Safety shall determine who are full-time members of the bargaining unit.

Section 17.02. Purchase Allowances. Full-time Dispatchers shall receive $585 annually in uniform purchase & maintenance allowance, payable on the first pay in April.

Section 17.03. Ownership of Uniforms; Purchase of Firearms. After three (3) years of service, uniforms and equipment purchased with such uniform allowance, exclusive of a firearm, will become the property of the officer. Prior to that time, the Police Chief may redeem. Such officer can purchase an item authorized by the Chief at a less expensive vendor. If each part-time Patrolman has a supply of uniforms in good condition and fitting appearance as referred to in the Department Procedure Manual, then he or she shall be permitted to allocate part or all of his or her uniform allowance toward the purchase of a customary firearm used in police work. Additionally, a firearm purchase would be allowed only one time during the officer's career and the firearm will become the property of the officer after three (3) years of subsequent service to the Police Division from the date of purchase. The Police Chief may require proof of an adequate uniform for any officer.

Section 17.04. Initial Uniform Allowance. All initial uniform allowances shall be paid upon date of hire determined as of date upon payroll.

Section 17.05. New Equipment. If new equipment or additional wearing apparel to that now required is made mandatory by directive of the Chief of Police, the initial purchase thereof will be at the expense of the City. The Chief of Police shall specifically prescribe and identify the items of new apparel or equipment to be paid for to meet department requirements.

Section 17.06. Any required uniform item and/or Department approved accessory item, damaged during action occurring in the line-of-duty, will be replaced by the department. Only reasonable replacement value for standard style wristwatches and other jewelry items will be considered.

ARTICLE 18
EMPLOYEES' SALARY REDUCTION TAX SHELTERED ANNUITY RETIREMENT PLAN

Section 18.01. Employee Defined. For the purpose of this section, "employee" means any member of the bargaining unit.

Section 18.02. Purpose. The purpose of the Employees' Salary Reduction-Tax Sheltered Annuity Retirement Plan is to make available to City employees who qualify, a salary reduction system affording a tax sheltered annuity program to augment the participant's security during retirement years.

Section 18.03. Salary Reduction Agreement. The Mayor is hereby authorized to enter into an agreement with City employees who qualify for this Plan, whereby the participant may designate a portion of his or her future earnings to be deducted by the City and placed in an accumulated fund calculated to provide tax sheltered annuity benefits to the participant upon his or her retirement. Such agreement shall include, but not be limited to, specifications that:

(1) No City funds shall be contributed to the Plan.

(2) The City may amend the provisions of this Plan at any time, provided, however, that no amendment shall affect the rights of participants or their beneficiaries to the receipt of payment of benefits, to the extent of any compensation deferred at the time of the amendment as adjusted for investment experience hereunder prior to and subsequent to the amendment.

(3) The City shall not be responsible for any loss due to the investment or failure of investment of funds and assets in the Plan, nor shall the City be required to replace any loss whatsoever which may result from such investments or failure to make investments.

(4) All funds and assets, together with interest, accumulations and increments thereon, in the Employees' Salary Reduction Tax-Sheltered Annuity Account, shall remain an asset of the employee and be subject to the employee's ownership until such time as the funds or assets of such Account are distributed to the participant in accordance with the provisions of the agreement.

(5) The City may elect to purchase a variable annuity contract or other asset in connection with the liabilities assumed by it hereunder.

(6) The obligation of the City to the participant for the payment of distributions and increments thereon referred to in the agreement are deemed a contractual obligation only, and the participant shall have no preferred or special interest by way of trust, escrow, annuity or otherwise, in and to the specified assets or funds in the Employees' Salary Reduction-Tax Sheltered Annuity Account.

Section 18.04. Administration. The accumulated fund of this Plan shall be administered by an insurance company doing business in the State and authorized by Council to:

(1) Oversee and administer the investment of moneys in the accumulated fund in a manner reasonably calculated to accomplish the intent and purposes of the agreement between the employer and the participant, including, but not limited to, purchase of annuity contracts on behalf of the City;

(2) Coordinate activities with the City to handle the variable annuity program to be used to implement the functioning of the Plan;

(3) Make periodic reviews and analyses at such reasonable intervals as may be required to satisfy the City that the Plan is being operated in a manner reasonably calculated to accomplish its objectives, or to recommend to the City corrective measures which may be indicated; and

(4) Assist the City in the making of judgments in the administration of the Plan wherein the City's decision shall be made in an even-handed manner, treating all persons in similar circumstances alike.

Section 18.05. Accounts.

(1) Generally. The accounting and financial records shall be maintained in accordance with generally accepted accounting principles by both the City and the insurance company.

(2) Maintenance. The Finance Director and his or her designees shall maintain the accounting records and establish such ledger accounts as are necessary and appropriate to the efficient operation of the Plan from the City's perspective.

(3) Accumulated fund. Salary reductions shall be accumulated in a fund to be known as the Employees' Salary-Reduction Tax Sheltered Annuity Plan, with such disbursements or transfer of funds in such account as may be directed by the terms of the employer-participant agreement or as authorized by the City and the insurance carrier.

Section 18.06. Effect Upon Other Benefits and Taxes. The deferred compensation program established by this section shall exist and serve in addition to the retirement, pension or benefits system established by the City, and no deferral of income under the deferred compensation program shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under the deferred compensation program shall not be included for the purposes of computation of any taxes withheld on behalf of any such employee. However, the tax imposed by the Municipal income tax shall also be levied upon any and all compensation since deferred under this section for the reason that, at the time of disbursement, such funds of City employees and the funds herein sheltered shall otherwise likely escape Municipal income tax entirely.

Section 18.07. Transferability. Neither the participant nor his or her beneficiary nor any other designee shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments under this Plan, which payments and rights thereto are expressly declared to be non-assignable and nontransferable. In the event of any attempted assignment or transfer, the City shall have no further liability under the Plan, nor shall any payments be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law.

ARTICLE 19
COMPENSATION FOR POLICE SCIENCE DEGREE CREDIT HOURS

Section 19.01. For all employees employed after January 1, 1996, educational aid shall be granted as follows:

(1) Upon proof of successful completion of a course leading to an associate degree in a relevant major at an accredited institution, a bargaining unit member's cost of tuition and the cost of acquired texts will be reimbursed by the ~~City~~ Employer provided, however, that the Chief of Police or his designee must approve the course and the institution and provided further that the employee shall remain employed with the Employer for a minimum of three (3) years after completion of the course. If the employee does not remain employed with the Employer for a minimum of three (3) yeas after completion of the course, then the Employer shall deduct from the employee's final payroll check the amount which the Employer

reimbursed the employee pursuant to this Article. If there are insufficient funds in the employee's final payroll check to cover the amount which the Employer reimbursed the employee pursuant to this Article, then the employee must pay the Employer the remainder of the reimbursement within thirty (30) days of separation from employment with the Employer.

(2) The employee must submit a letter of intent to the Chief or his designee thirty (30) days prior to enrolling in the course. The Chief or his designee shall notify the employee whether approval has been granted no later than ten (10) days after receiving the employee's letter of intent. The Chief or his designee ~~Mayor~~ shall not unreasonably withhold approval under this Article.

Section 19.02 Full-time dispatchers shall receive payment of $50 per credit hour for Continuing Education Credits, up to a maximum of $250 per fiscal year. Eligible courses are those not mandated or paid for by the Department. All courses must be approved in advance by the Chief of Police. Certificates of completion will be submitted to the Chief of Police as soon as possible. Payment for approved Credits will be issued annually on the first pay of December.

ARTICLE 20
VACATIONS

Section 20.01. Full-time dispatchers shall be entitled to the following vacation benefits:

Years of Employment	Paid Vacation (Weeks)
1 to 3	2
Greater than 3 to 8	3
Greater than 8 to 15	4
Greater than 15	4 plus one day per year completed service to a maximum of 6 weeks

Section 20.02. A year of work for a full-time employee shall consist of not less than 1,900 hours of work for the City in any one year of continuous service. The weekly pay for the period of vacation shall be computed at the rate of the prevailing rate of pay received by the employee multiplied by forty (40) for each week of vacation to which the employee is entitled and by eight (8) for each day of vacation to which the employee is entitled. All of these employees shall have served for a period of at least one year.

Section 20.03. In the Police Division, only vacation time which is unused in the year in which it is earned, due to the deployment of manpower requirements by supervising authorities, may be carried forward to be utilized at any time during the next succeeding anniversary year, noting that vacation credit is accumulated yearly upon the anniversary date of employment, provided, however, that if accumulated vacation time is not utilized commencing the second year of its availability, such vacation credit shall be forfeited,

and provided, further, that carry-over weeks shall be the first weeks utilized for vacation credit in a succeeding anniversary year.

Section 20.04. Additionally, at the option of the full-time Dispatcher, the City will pay a cash conversion of up to forty (40) hours vacation leave on the first pay period following the full-time Dispatcher's anniversary date of employment. Each full-time Dispatcher shall notify the Finance Department, at least two (2) weeks prior to his or her anniversary date, of his or her election to convert up to forty (40) hours vacation leave into cash in lieu of such vacation leave. There shall be no carryover into the next year of any such option to convert vacation time into cash. The Finance Department shall cause such cash conversion to be paid on the closest practicable succeeding pay period following the full-time Dispatcher's anniversary date. The provisions hereof shall not affect the one-year carryover benefits previously granted in the Codified Ordinances of Vermilion to members of the Police Division except that there shall be no carryover of the cash conversion option.

ARTICLE 21
HOLIDAYS

Section 21.01. As used in this subsection, a full-time member of the bargaining unit is one whose regular work week is at least forty (40) hours and who is paid on a monthly or annual salary basis or on an hourly basis.

Section 21.02. All full-time members of the bargaining unit shall be paid their regular rate of pay for 96 hours of holiday per year. Such holidays shall be selected by the Director of Public Safety. In order to be eligible for the pay described in this section, a full-time bargaining unit employee must be employed in full-time status at the time the holiday occurs.

Section 21.03. All full-time Dispatchers shall be compensated at the rate of time and one-half (1 ½) in addition to their regular rate of pay for all hours worked between the hours of 0001 and 2359 on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 22
SICK LEAVE

Section 22.01. Each full-time member of the bargaining unit shall be entitled, for each completed month of service, to sick leave of one and one-quarter work days with pay. A member may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the employee's immediate family. The maximum sick leave accumulation shall be 1760 hours. Such members may be required to furnish satisfactory proof, including a physician's certificate, to the effect that absence resulted from one of the causes enumerated in this section.

Section 22.02. Special consideration shall be given to members who are injured or incur sickness while in the discharge of their duties, and the provisions of this section may be waived by motion duly passed by Council to allow additional sick leave to such employees, but in no case shall such additional sick leave exceed in all more than one year. In meritorious cases, each case to be considered on its own facts, the provisions of this section may also be waived in the same manner to allow such additional sick leave, whether or not the injury occurred or the sickness was incurred while in the discharge of duty. In either such case, a certificate of a physician approved by Council must be furnished.

ARTICLE 23
SICK LEAVE CONVERSION

Section 23.01. As used in this section, "retirement" means a regular retirement in conjunction with the guidelines of the Public Employees Retirement System and the Police and Fire Pension Fund.

Section 23.02. As used in this section, "sick leave" means that sick leave which has been accumulated while a person is employed by the City, but does not include any sick leave accumulated in any other city or state or other form of public employment.

Section 23.03. Upon retirement, a member of the bargaining unit shall receive payment based on the employee's rate of pay at retirement for one-half of the employee's accrued but unused sick leave, up to a maximum of 1000 hours.

ARTICLE 24
SICK LEAVE BUY BACK PROGRAM

Section 24.01. For each half-year where no sick leave is taken, upon the request of the unit member, the employer shall by back twenty (20) sick leave hours.

Section 24.02. Full-time employees approved for the above described buy back will have their accumulated but unused sick leave balance reduced by the applicable amount of buy back.

ARTICLE 25
ON DUTY INJURIES

Section 25.01. A regular full-time employee who is injured while performing the duties of his or her position, whereby such injury makes it impossible for the employee to work, shall be paid his or her regular rate of pay for hours s/he would have normally worked for the time period s/he is unable to work, such time period not to exceed seventy (70) working days.

Section 25.02. Bargaining unit employees who are injured in the line of duty and must leave work before completing their work day shall be paid at their regular rate of pay, for the period of absence not to exceed the balance of time left in their scheduled work day.

Section 25.03. In the event an employee has exhausted the 70 working days of pay described in Section 29.01 above, or is otherwise ineligible for such pay, the employee shall retain all rights relating to the Bureau of Workers' Compensation (BWC). If additional days of pay beyond 70 days are not approved, the employee has the right to apply for BWC benefits. In any event, an employee shall not receive City pay and BWC benefits for the same day.

ARTICLE 26
UNION LEAVE

Section 26.01. Delegates appointed by the Union, not to exceed two (2) in number off duty at any one time, shall be granted time off with no loss of pay, not to exceed a total of 64 hours per delegate, per year, in order to perform their Union functions, including:

(1) Attendance at conventions;

(2) Attendance at conferences; and

(3) Attendance at seminars.

ARTICLE 27
HOSPITALIZATION AND MEDICAL INSURANCE; OPTICAL AND DENTAL CARE

Section 27.01. Hospitalization and Medical Insurance. The Employer agrees to provide the eligible bargaining unit employees the hospitalization and medical insurance plans in accordance with Appendix E and will continue to provide such hospitalization and medical insurance unless modified in accordance with 29.03.

Section 27.02. **Prescriptions and Premium Cost.** Notwithstanding the above and effective upon execution of the labor agreement, the Employer agrees to the following employee caps for a 30-day supply of retail prescription drugs: $10.00 co-payment for generic prescriptions; $20.00 co-payment for preferred prescriptions; $35.00 co-payment for non-preferred prescriptions. The Employer further agrees to the following employee caps for a 90-day supply of mail-order prescription drugs: $20.00 co-payment for generic prescriptions; $40.00 co-payment for preferred prescriptions; $70.00 co-payment for non-preferred prescriptions. The employees' premium cost shall be 5% not to exceed $40.00 per month, unless modified in accordance with Section 24.03. **Beginning 1/1/2014 employees shall pay the full 5% of the monthly premium.**

Section 27.03. Health Insurance Committee. The Employer agrees to establish a joint advisory committee on healthcare benefits which shall include a representative from each bargaining unit. The joint committee will evaluate, periodically, the benefits and costs and make recommendations to the City for the cost containment measures. The Employer agrees to present any pending changes to the Health Insurance Committee at least thirty (30) days prior to the effective date of any such changes. The City may implement reasonable health care changes including increased deductibles and co-pays during the life of this Agreement.

ARTICLE 28
LIFE INSURANCE

Section 28.01. The City will provide full-time Dispatchers life insurance coverage of twenty-five thousand dollars ($25,000.00).

ARTICLE 29
EXTENSION OF HEALTH CARE AND LIFE INSURANCE BENEFITS

Section 29.01. When a covered full-time Dispatcher's health care and life insurance premium payments become due and his or sick leave has expired, the City Council will consider extending such benefits by the City paying additional premiums in cases of extreme sickness or disability, keeping in mind like extensions granted as a past practice. However, the parties agree that final discretion therefore shall rest with City Council.

ARTICLE 30
FUNERAL OR PERSONAL LEAVE

Section 30.01. In the event of the death of a regular full-time member of the bargaining unit's spouse, child or parent, the member shall be allowed a maximum of 40 hours leave with pay per occurrence, noncumulative.

Section 30.02. In the event of the death of a regular full-time member's sister, brother, mother-in-law, father-in-law, grandparent or any other relative residing with the member, the member shall be allowed a maximum of 24 hours leave with pay per occurrence, noncumulative.

Section 30.03. If a regular full-time member requires a personal leave day for the purpose of conducting personal business, such member shall be allowed a maximum of 24 hours leave with pay per fiscal year, noncumulative. All personal leave days shall be approved by the Chief of Police.

ARTICLE 31
LEGAL DEFENSE

Section 31.01. The City hereby assumes responsibility for providing the legal defense of any claims or litigations against any member of the bargaining unit, both individually and as such member, alleged to have arisen out of any act or failure to act within the scope of his or her regular official duties or under color of office of the City position of such member, provided that such act or failure to act was not malicious, motivated for private gain or totally extraneous to the functions of such position. Council hereby delegates to the Director of Law the duty and responsibility of making the final determination as to whether or not any action or circumstance pertaining to a member has been conducted within the scope or under color of title of public office and in good faith.

Section 31.02. Any member of the bargaining unit, when acting in good faith, is hereby declared to be exempt from individual liability in exercising any of the duties, privileges and responsibilities of his or her title or position with the City.

Section 31.03. The City shall hold any such member harmless from any cost or liability arising out of the good faith performance of his or her official duties.

Section 31.04. The Director of law or a special counsel may be designated by Council to defend any such member requiring defense under this section as the attorney at law to defend any such action. Such special counsel may also be designated by enactment of Council in any case wherein the Director of Law is named a party defendant.

ARTICLE 32
ATTENDANCE OF O.P.B.A. REPRESENTATIVE AT CITY MEETINGS

Section 32.01. The OPBA representative (negotiator, president or his or her designate) will be allowed to attend City Council meetings, or other official City meetings involving department functions of other City bodies, and negotiation sessions, while on duty in uniform, when it has been determined by the Union that having a representative attend such meeting is in the concern and best interest of the Union. This is based on the understanding that such employee may have to be called out from the meeting for work related duties. The immediate supervisor (Shift O.I.C.) will have sole discretion to deny permission to attend a meeting when work related duties make it impractical. Any denial of permission will be based on a reasonable and rational basis.

ARTICLE 33
MILEAGE ALLOWANCE

Section 33.01. All members of the bargaining unit shall be reimbursed for the use of private automobiles owned and operated by them in the furtherance of the business of the City at the rate per mile as provided for by ordinance established by City Council, when

the same has been previously authorized by the Chief of Police, the Mayor or the Safety Director, as appointing authorities, provided that all mileage is verified upon request.

Section 33.02. Each member requesting mileage compensation reimbursement shall, in addition to receiving approval of the Chief of Police, the Mayor or the Safety Director, as appointing authorities, shall present to the Finance Department a statement of odometer readings before and after the travel and, additionally, if possible, a receipt for the gasoline replaced or actually consumed. The Finance Director shall make no such reimbursement unless a request for payment is approved as herein set forth and is accompanied at least by an odometer reading for each trip so authorized.

ARTICLE 34
MISCELLANEOUS

Section 34.01. The Police Department Administration makes a statement that during each contract year it will endeavor to allocate a reasonable amount of funds consistent with the availability thereof from City Council, so as to give dispatchers a commensurate opportunity to attend classes, seminars and training sessions. Generally, full-time employees will have the higher priority. State mandated requirements for all department personnel will have highest priority.

Section 34.02. Consistent with the funds granted to the Police Department by City Council, the Police Department Administration states that it will, in good faith, endeavor to:

A. Maintain a 7:1 ratio on duty officer to each dispatcher;

B. Schedule a second dispatcher on Friday afternoon shift and possibly early Saturday;

C. Add dispatchers during events, i.e., Woollybear Festival, Festival of Fish.

ARTICLE 35
INTERPRETATION; SEPARABILITY

Section 35.01. The Agreement referred to in Article 1.01 is subject to all applicable Federal laws and to Ohio R.C. Chapter 4117 (Strikes by Public Employees) and shall be interpreted wherever possible so as to comply fully with such laws or any official decision interpreting them.

Section 35.02. Should any part of such Agreement or any provision contained therein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of such Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 36
DRUG-FREE WORKPLACE ACT

Section 36.01. The Union and the City agree to implement the Drug Free Workplace Act in accordance with the level 1 or 2 business plan prepared by the Bureau of Workers' Compensation. The Union agrees to cooperate in any drug and alcohol-testing program mandated by City participation in the program. Before the City enacts a drug testing procedure pursuant to this article, the parties shall meet and confer on the procedure.

ARTICLE 37
WAIVER OF CIVIL SERVICE AND RELATED LAWS

This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace, including the provisions of O.R.C. Chapter 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Vermilion. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE 38
DURATION

Section 38.01. This Agreement shall become effective August 30th, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

Section 38.02. If either party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, and no later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

ARTICLE 39
DIRECT DEPOSIT

Effective thirty (30) days after ratification the Employer shall pay bargaining unit members through direct deposit only. All bargaining unit members shall provide the City's Finance Director with the name of the bank and the routing and account numbers of the account to which the employee's paycheck is to be deposited.

SIGNATURE PAGE

In witness whereof, the parties hereunto have caused this Agreement to be duly executed this _____ day of _____, 2013.

For the City of Vermilion:

Mayor, Eileen Bulan

Keri Angney, Finance Director

Kenneth S. Stumphauzer, Law Director

For the Ohio Patrolmen's Benevolent Association:

Dispatcher

Kevin, Powers, Esq.

APPENDIX A
GRIEVANCE APPEAL FORM

STEP 1

Delivered by Official Grievance Committee Member to Officer in Charge:

Received by_____Date_____

Captain's Answer: _____

_____

_____

_____

_____

_____

_____

_____

_____
Captain

_____
Date

APPENDIX B
GRIEVANCE APPEAL FORM

STEP 2

Delivered by Official Grievance Committee Member to Police Chief:

_____ Date_____
Employee's Signature

Received by_____ Date_____

Police Chief 's Answer:_____

_____

_____

_____

_____

_____

_____

_____
Police Chief Signature

_____
Date

APPENDIX C
CITY OF VERMILION &
OHIO PATROLMAN'S BENEVOLENT ASSOCIATION
GRIEVANCE APPEAL FORM

Name of Employee_____ Grievance No._____

Classification_____

Date and Time Grievance Happened_____

Location of Happening_____

Date Presented_____

Date Grievance First Discussed and Name of Supervisor_____

_____

Article(s) and Section(s) of the Agreement Violated_____

_____

_____

_____

Statements of Facts_____

_____

_____

Relief Requested_____

_____

_____
EMPLOYEE'S SIGNATURE
(If group grievance – signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group.)

_____
Received by Management
Date_____

Official Grievance Committee Signatures

_____
_____
_____
_____
_____

DATE_____

APPENDIX D

DISPATCHER WAGES

	2012	2013	2014	2015*
Probationary	$15.558	$15.869	$16.186	
1-3 years	$16.719	$17.053	$17.394	
3-5	$17.681	$18.218	$18.583	
5 +	$19.033	$19.414	$19.802	
7+	$21.51	$21.94	$22.379	
TAC Supervisor	$23.875	$24.353	$24.84	

*Wage Reopener: 2015 wages to be negotiated.

APPENDIX 3
AUTHORIZATION FOR REPRESENTATION
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

I, the undersigned, designate the Ohio Patrolmen's Benevolent Association as my duly authorized representative on all matters relating to my wages, hours and conditions of employment in order to promote and protect my economic welfare.

I hereby authorize my employer to check off and deduct from my payroll, an amount equal to dues, remitting directly to the Ohio Patrolmen's Benevolent Association.
_____YES _____NO

(PLEASE PRINT)

Place of Employment_____

Name of Employee_____

Home Address_____

Phone_____City_____Zip Code_____

Classification_____

Department_____

Signature_____Date_____