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**AGREEMENT**

**between**

**CITY OF TRENTON, OHIO**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**DISPATCHERS**

**Effective January 1, 2014 to December 31, 2016**

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## **ARTICLE 1**

### **AGREEMENT AND PURPOSE**

1.1 This Agreement is between the City of Trenton, Ohio, hereinafter referred to as the "Employer" or the "City," and the Ohio Patrolmen's Benevolent Association (OPBA) hereinafter referred to as the "Union," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

1.3 Whenever the word "Employee" is used in this Agreement, it shall mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 2, Section 2.1 hereof.

## ARTICLE 2

### RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition - The Employer recognizes the Union as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board, Case Number 2010-REP-02-0018 as follows (and referred to in this Agreement as “Employees” or “Members” or “Emergency Services Dispatchers” or “ESD’s”):

Included: All full-time Dispatchers;

Excluded: All others.

2.2 Meetings - In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit and one non-employee Union representative, upon written request:

- a. To disseminate general information of interest to both parties
- b. To give the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. To discuss ways to improve efficiency and safety and health issues within the department;
- d. To promote harmonious relations between the Employer and the Union in the best interest of the community.

2.3 Bulletin Board - Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police

Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; and general Union business of interest to members of the bargaining unit; arbitration awards; and collective bargaining, including SERB notices, tentative agreements, fact-finding reports, conciliation reports, bargaining unit vote results and notices related to bargaining unit voting and tallying votes.

## ARTICLE 3

### DUES DEDUCTION

3.1 The Employer agrees to deduct from the wages of all bargaining unit employees, all Ohio Patrolmen's Benevolent Association membership dues uniformly required. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. The OPBA will notify the Employer from time to time of the dues it charges.

3.2 The OPBA agrees to indemnify and to save the Employer harmless from any action commenced by an employee arising as a result of the deduction made under this Article.

3.3 All dues collected shall be paid over by the Employer once each month and sent to the Union.

3.4 The Employer shall be relieved from its obligation to make such "checkoff" deductions upon:

- a. Termination of employment, or
- b. Transfer of a job other than one covered by the bargaining unit, or
- c. Lay-off from work, or
- d. An agreed leave of absence without pay, or
- e. Written revocation of the checkoff authorization by the employee submitted

during the period of 120 to 60 days prior to the expiration of this Agreement.

- f. When, during any dues month, an employee failed to receive sufficient wages to equal the dues deductions due.

3.5 Dues are to be deducted on a weekly basis.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.1 Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

a. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

b. direct, supervise, evaluate, and hire employees;

c. maintain and improve the efficiency and effectiveness of the Employer's operations;

d. determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

e. suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;

f. determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

g. determine the overall mission of the Employer as a unit of government;

h. effectively manage the work force;

i. take actions to carry out the mission of the Employer as a governmental unit.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.

4.3 Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth above, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operation procedures, provided that the Employer has given the Union or Employees prior notice of such proposed rules or regulations and permits the Union, upon request, to meet and discuss the proposed rules. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

## **ARTICLE 5**

### **REVIEW OF NEW PROCEDURE MANUAL/CONTRACT SUPREMACY**

5.1 All Employees will have input toward correction or deletion of any procedures which are contrary to any articles contained in this Agreement. In this regard it is the intention of the parties that the provisions of this Agreement shall prevail over any conflicting provision of the police procedure manual, any local or state law or procedure pursuant to Ohio Revised Code Section 4117.10(A).

5.2 Bargaining unit Employees will be provided the opportunity to review any newly created procedure manual thirty (30) days prior to adoption by the Employer.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

6.1 The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap or national origin or membership or non-membership in the Union.

6.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 7

### PROBATIONARY PERIOD

7.1 All regular Employees shall serve a probationary period beginning on the date they commence work as full-time dispatcher and ending twelve (12) months later. During the probationary period, the Employer has the right to terminate the employment of the Employee/probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement or appeal to Court. Employees shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an Employee's seniority shall be counted from his date of hire.

7.2 An employee promoted to a new position shall serve a probationary period not to exceed twelve (12) months. During this probation period, the Employer shall evaluate the performance of the Employee in the new position, and if the Employer determines, in its sole discretion, that the Employee is unsatisfactory for the new position, the Employer shall return the Employee to his former position and rate of pay without recourse to the grievance and arbitration procedure of this Agreement or appeal to Court. The Employee who is promoted to a new position may, at his option, give up the new position and return to his former position and rate of pay within one hundred twenty (120) days after the date upon which he begins work in the new position.

## ARTICLE 8

### PERSONNEL FILES

8.1 Personnel files, for the purpose of this Section, means the official employee personnel file in the custody of the Office of the City Manager.

8.2 An Employee shall be allowed to review his personnel file at a reasonable time upon written request to the Chief of Police who will forward such request to the City Manager. The file shall not be removed under any circumstances by the Employee from the area designated for his review of the file. Personnel files shall only be disclosed to the City Attorney, City Manager, Assistant City Manager and the Chief of Police, or any party(s) complying with Section 220.02 of the “Codified Ordinances of Trenton, Ohio.”

8.3 If an unsustained citizen complaint or an unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his file. No statement of rebuttal may be placed in an Employee's file later than thirty (30) calendar days after the Employee is notified in writing of the unfavorable statement or notation of alleged misconduct. No anonymous material of any type shall be included in the Employee's personnel file.

8.4 Unsubstantiated, reversed or dismissed allegations of misconduct which did not result in disciplinary action noted in the personnel file shall be removed from the personnel file.

8.5 Records of written warnings and reprimands shall cease to have force and effect twelve (12) months from the date of issuance and then shall be removed from the personnel file.

Written warnings or reprimands may be of lesser duration if so deemed by the Chief of Police or City Manager. At no time shall records of written warnings or reprimands exceed the twelve (12) month limit.

8.6 Any suspension shall be removed and cease to have force and effect from the record after a period of 36 months from the date of the beginning of the suspension for suspensions of five (5) days or less and after a period of seventy-two (72) months from the date of the beginning of the suspension for suspensions of more than five (5) days, if there have been no similar violations which have resulted in a suspension of three (3) days or more in the interim period. In those cases where a second suspension occurs during the life of the first suspension retention period, the second suspension will remain in the file for an additional twenty-four (24) months.

8.7 An Employee's signature on any performance evaluation shall mean only that the Employee has seen and read the evaluation. It shall not be construed as a representation that the Employee concurred with the contents or comments contained thereon. The Employee shall, upon request, receive a copy of the evaluation in its final form.

8.8 The Employer will prepare and disclose any records identified as public records in accordance with Section 220.02 of the "Codified Ordinances of Trenton, Ohio" and the O.R.C. 149.43. The Employee will immediately be notified of the name and professional association of any requestor, if divulged, prior to any disclosure. The Requestor will be informed that the Employee will be advised of his identity and the specific Public Records disclosed/requested.

## **ARTICLE 9**

### **SENIORITY**

9.1 Seniority shall be defined as the length of continuous, permanent, full-time service from the Employee's date of hire. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

9.2 Seniority shall be a factor in layoff, recall, vacation preference, and any other employment situation where employee bidding is requested by bargaining unit member. In all other matters, seniority may be used by the Employer, in its sole discretion, as a tie breaker.

9.3 Seniority shall be lost and employment terminated when an Employee resigns, is discharged, is laid off and not recalled within eighteen (18) months or exceeds an official leave of absence.

## **ARTICLE 10**

### **LAYOFF AND RECALL**

10.1 Layoff - Layoff shall be by seniority within the classification. In the event of layoff, temporary Employees, probationary Employees, and part-time Employees shall be laid off before any permanent full-time Employees are laid off. Then the Employee with the least number of years of continuous years with the police department shall be next to being laid off within the classification subject to layoff.

10.2 Recall - Laid off Employee will be placed on a layoff list and shall be eligible for recall for eighteen (18) months from date of layoff. Recall shall be done by seniority that is the last person laid off shall be the first person recalled. No new employees will be hired to positions under this Agreement while there are regular permanent full-time Employees on the layoff list eligible for recall unless such eligible Employees decline the position when it is offered or failed to respond to the recall offer within ten (10) days after notice (certified mail) to the last known address. It shall be the sole responsibility of an Employee to keep the Employer appraised of his/her current address.

## **ARTICLE 11**

### **WAGES**

11.1 Bargaining unit employees shall be paid in accordance with Exhibit A, attached hereto.

11.2 For any employee hired prior to June 1, 2004, merit reviews shall be completed semi annually in June and December. Any members of this bargaining unit hired on or after June 1, 2004 shall receive an annual merit review on their anniversary hire date in accordance with section 250.06 of the “Codified Ordinances of Trenton, Ohio.”

## ARTICLE 12

### COURT TIME - COURT PAY

12.1 Whenever it is necessary for off-duty Employees to appear in Mayor's Court, Municipal Court, Common Pleas Court, Juvenile Court, or U.S. District Court, or appear at a hearing before any tribunal maintained by an agency of state or federal government on matters pertaining to, or arising from City of Trenton police business; or whenever it is necessary for off-duty Employees to appear before the prosecutor for a pretrial conference; the Employee shall prepare a court form, attach a copy of the subpoena and submit it to the Chief for approval. The court time shall be compensated at a minimum of three (3) hours pay at time and one-half (1-1/2) the Employee's hourly pay rate. Compensable court time begins when the Employee arrives at the police station and ends when the Employee is dismissed from the hearing, conference, or other proceeding, and is back at the police station.

12.2 Any member who appears in court while on duty and continues their court appearance after their regular tour of duty ends shall be compensated for such additional time at the time and one half-rate. A subpoena is required to be attached to the overtime form in order to receive compensation.

12.3 Compensation for court appearances shall be paid in the next regular pay period.

**ARTICLE 13**

VACATION LEAVE

13.1 All full-time permanent Employees of the City in an active pay status shall accrue paid vacation leave monthly, for continuous years of service with the City, at the following rates:

<u>Length of Service</u>	<u>Accrued Yearly Vacation Leave</u>	<u>Accrual Hours (per month)</u>	
		<u>1st mo.</u>	<u>Other</u>
From the date of employment through four years	80 hours	6.63	6.67
After four years	120 hours	10.00	10.00
After nine years	160 hours	13.37	13.33
After fourteen years	200 hours	16.63	16.67

13.2 For Employees hired prior to June 1, 2004, vacation leave shall not exceed two (2) years accrual. For Employees hired on or after June 1, 2004 vacation leave shall not exceed one (1) year accrual.

13.3 An Employee is entitled to compensation in lieu of vacation, at the current rate of pay, for any earned but unused vacation leave. At the time of retirement, an Employee shall be compensated for any unused vacation leave accrued.

13.4 An Employee terminating service, who has served more than one year, shall be entitled to payment for accrued but unused vacation leave. In the event of death, such payment shall be paid to the estate of the decedent.

13.5 Vacation periods shall be determined by the department head, with an effort to set available periods during the summer months if possible, considering seasonal departmental work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

13.6 Notwithstanding the provisions of R.C. Section 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

13.7 Members shall have the ability to cash in accrued vacation time with the submission of a written request seven (7) days in advance of the next regular payroll.

## ARTICLE 14

### HOLIDAYS

14.1 The following shall constitute legal holidays for all full-time bargaining unit employees:

New Years Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Eve – 4 Hours

Christmas Day

New Years Eve – 4 Hours

14.2 An Employee who does not work on a holiday shall receive eight (8) hours straight time pay at the Employee's regular hourly pay or a compensatory day off to be used at a later date.

An Employee, who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate time and one-half his regular rate and will, in addition, receive another eight (8) hour compensatory day off in place of an eight (8) hour shift taken off or receive another ten (10) hour compensatory day off in place of a ten (10)

hour shift taken off. To qualify for holiday pay, an Employee must work all scheduled hours of his last regular work day prior to the holiday and all his scheduled hours on the work day immediately following the holiday. An Employee will not forfeit the holiday if the holiday happens to fall during a week when the Employee is on vacation, personal day, compensatory time, sick leave or any other paid time.

14.3 Members shall have the ability to cash in accrued holidays with the submission of a written request to do so at least seven (7) days in advance of the next regular payroll.

## ARTICLE 15

### SICK LEAVE AND PERSONAL LEAVE

15.1 For Employees hired prior to June 1, 2004 benefits concerning Sick Leave and Personal Leave shall be governed by Section 250.08 of the “Codified Ordinances of Trenton, Ohio” that were in effect prior to January 1, 2003.

15.2 For any Employee hired on or after June 1, 2004, benefits concerning Sick and Personal Leave shall be governed by Section 250.08 of the Codified Ordinances of Trenton, Ohio” that took effect January 1, 2003. However, when section 250.08 references the date January 1, 2003 it shall be the intent of this contract to substitute that date with June 1, 2004.

15.3 Employees may take personal leave for any length of time upon giving one hour’s notice, provided adequate shift coverage can be maintained.

## **ARTICLE 16**

### **MODIFICATION AND SEPARABILITY**

16.1 The Employer and the Union, for the term of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of this Agreement's provisions.

16.2 Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 17**

### **MILITARY SERVICE LEAVE**

17.1 An Employee of the City who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or another reserve component of the United States Armed Forces is entitled to a leave of absence from his or her respective duties, without loss of pay, for such time as he or she is in the military service on field training or on active duty, not to exceed thirty-one (31) days in a calendar year.

17.2 During such military service leave, the City shall pay the difference between the Employee's military pay and the amount he or she would normally receive if he or she were actively employed at his or her regular City job.

## **ARTICLE 18**

### **COMPASSIONATE LEAVE**

18.1 Funeral leave will be granted upon approval of the Chief and City Manager to an Employee who has had a death in his or her immediate family. This is a personal leave with pay and is for the purpose of permitting an Employee to attend the funeral and tend to the care and needs of immediate family members in the circumstances. Up to three days' leave will be permitted. This leave may be extended by the Chief and City Manager upon showing of special circumstances, e.g., distance, complications in making necessary arrangements, or other exigencies. For purposes of this Article, "immediate family" means spouse, sibling, parent, grandparent, child, mother-in-law and father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, step-child, step-parent, and step-grandparent. In a situation where the death of relatives outside of the immediate family or a close friend occurs, an employee will be given reasonable time off with pay to attend the funeral, up to one day.

**ARTICLE 19**

LONGEVITY PAY

19.1 All full-time Emergency Services Dispatchers of the City shall receive longevity pay added to their hourly rate for continuous years of service as follows:

Years of Service	
After 5	\$300.00
After 6	\$335.00
After 7	\$370.00
After 8	\$405.00
After 9	\$440.00
After 10	\$475.00
After 11	\$510.00
After 12	\$545.00
After 13	\$580.00
After 14	\$615.00
After 15	\$650.00
After 16	\$685.00
After 17	\$720.00
After 18	\$755.00
After 19	\$790.00
After 20	\$825.00
After 21	\$860.00
After 22	\$895.00
After 23	\$930.00
After 24	\$965.00
After 25	\$1,000.00

19.2 To be eligible for longevity pay, an Employee must be employed on the date when payment is made, except in the case of retirement or death. Longevity pay shall be included in the regular payroll check for that pay period and subject to all required withholding deductions.

## **ARTICLE 20**

### **INSURANCE**

20.1 Medical and Hospital Care Program. The Employer will provide medical and hospitalization (major medical and pharmaceutical) care through a plan adopted by City Council after consultation with a committee of City employees including a representative of the Ohio Patrolmen's Benevolent Association.

20.2 Bargaining unit members shall pay ten (10) percent of the cost of the medical and hospitalization (major medical and pharmaceutical) care plan provided by the City on the coverage selected by the member. The employee's contribution share shall be deducted from the employee's paycheck on a weekly basis.

20.3 The City will provide a dental care plan at a citywide cost not to exceed \$20,000.00 including orthodontia.

20.4 The Employer shall provide \$20,000 in term life insurance coverage for bargaining unit Employees.

20.5 The City shall pay the sum of one hundred dollars (\$100.00) per month, paid weekly in the Employee's paycheck, to any employee who rejects major medical and pharmaceutical single coverage. The City shall pay the sum of two hundred dollars (\$200.00) per month, paid weekly in the employee's paycheck, to any employee who rejects major medical and pharmaceutical family coverage. To become eligible, the employee must demonstrate coverage by other legitimate sources.

20.6 The City shall contribute to bargaining unit members' HSA accounts (if applicable) on the same basis as non-bargaining unit employees of the City.

## **ARTICLE 21**

### **UNIFORM ALLOWANCE**

21.1 The Employer may prescribe the type of uniform to be worn and may designate the Employees who will be required to wear uniforms. For those Employees who are required to wear uniforms, the Employer will provide uniforms in accordance with the policies and procedures governing uniforms in effect on the date of the execution of this Agreement.

21.2 All uniforms and equipment provided by the Employer remain the property of the Employer and each Employee shall maintain such uniforms and equipment furnished to him/her in good repair.

21.3 The Employer will replace all uniforms which fail to meet the Employer's standard for appearance.

21.4 Members of the bargaining unit shall receive an annual uniform allowance of four hundred and twenty-five (\$425.00) dollars. All payments shall be of equal amounts to be paid quarterly on or about the following dates: March 1st, June 1st, September 1st and December 1st. All appropriate taxes and deductions will be taken before a check is issued.

21.5 In the event the Employer requires a new type of uniform which requires more frequent professional cleaning and pressing, the Employer will pay an additional \$25.00 on a one-time basis in the first year of any such change to compensate for such inconvenience.

## **ARTICLE 22**

### **NO STRIKE/NO LOCKOUT CLAUSE**

22.1 Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the Union shall not strike and the Employer shall not lockout Employees.

## **ARTICLE 23**

### **SHIFT PAY**

23.1 All bargaining unit members are eligible for and working rotating shifts, and, therefore shall annually receive six hundred dollars (\$600.00) to be paid quarterly consistent with the uniform allowance.

## **ARTICLE 24**

### **WORK HOURS**

24.1 The standard work week shall consist of seven (7) days, eight (8) or ten (10) hours a day and begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. During the standard work week, Employees will normally be scheduled to work forty (40) hours. The forty (40) hours will be scheduled over seven (7) days. The Employer retains the right to make occasional changes or temporary adjustments in the schedule. The Employer retains the right to require Employees to work overtime.

24.2 Overtime means actual hours worked in excess of eight (8) or ten (10) hours per shift, based upon their scheduled hours of work. Bargaining unit members will continue to rotate weekly without having less than sixteen (16) hours between shifts. There shall be no duplication, pyramiding or compounding of overtime pay and/or premium pay. The highest rate of compensation under this Agreement is one and one-half times the normal straight time hourly rate.

24.3 Overtime will be compensated at time and one half the Employee's regular hourly rate and will be based on hours worked which includes vacation, personal allowance days, holidays and sick leave.

24.4 Employees will give thirty six (36) hours prior notice upon requesting a holiday, personal day or vacation day. If such notice is given, and the time off is granted, the Employer will make

every effort to notify the Employee affected by a rotation or overtime shift change no later than twenty-four (24) hours before the shift change.

24.5 For purposes of this Article, it is understood that the Employer will continue to utilize part-time Emergency Services Dispatchers on an as needed basis.

## **ARTICLE 25**

### **CALL-OUT PAY**

25.1 Employees required to report to work at a time disconnected from their regular scheduled hours of work shall receive a minimum of two (2) hours pay at one and one half pay.

25.2 The Employer will, at its option, provide and maintain pagers for all bargaining unit members.

## ARTICLE 26

### REIMBURSEMENT OF EXPENSES

26.1 An Employee required to use their personal vehicle for travel on police business shall log miles traveled, and shall be reimbursed at the current City rate.

26.2 Any Employee attending a school or seminar relating to their police duties (which must be pre-approved by the City), shall be reimbursed for any meals or lodging not provided by the sponsored school or seminar, upon providing receipts as provided by Section 250.21 of the “Codified Ordinances of Trenton, Ohio” and the Travel Policy passed by Council Motion March 13, 2003 and which may be amended from time to time.

26.3 No such receipts will be required for expenses below the following amounts:

-	Breakfast	-	\$6.00
-	Lunch	-	\$10.00
-	Dinner	-	\$20.00

26.4 Receipts are required when Employee's expenditures exceed amounts in 26.3, above.

## **ARTICLE 27**

### **PROMOTIONS**

27.1 Any promotion made in the department to the position of Senior Dispatcher, should such a position be created, shall be made from within the bargaining unit, except as provided below in paragraph 27.2. Members applying for the position will have a minimum of three (3) years of continuous fulltime service with the City of Trenton Police Department at the time examination.

27.2 The condition for promotion from the bargaining unit is that fifty percent (50%) of bargaining unit members who take the test must pass with a minimum score of seventy percent (70%). Should at least fifty percent (50%) of the members taking the exam fail to pass the examination, the Employer will be permitted to go outside of the bargaining unit for applicants for the position and nullify the results of the above intra-departmental examination. Subsequent test material for applicants outside the bargaining unit will be similar to the test material given to bargaining unit members who have taken the test for the position. Any open examination will include department members otherwise eligible. All outside applicants/candidates shall have at least three years of experience as an Emergency Services Dispatcher. All eligible personnel shall be given a reasonable amount of time to prepare for testing, and all eligible personnel shall receive the same amount of time to prepare for testing.

27.3 With respect to departmental examinations or open examinations, the Personnel Board shall certify a list of eligibles, consisting of all individuals who have passed the examination, all of whom shall be eligible for selection by the appointing authority.

27.4 If a promotion eligibility list is developed, it shall remain in effect for one (1) year with the option of the Employer to maintain such list for one (1) additional year.

27.5 For purposes of this Article, the fifty percent (50%) requirement for inter-departmental exams shall be rounded up to require, for example, 2 of 3 or 3 of 5 examinees to pass the exam to satisfy the fifty percent (50%) threshold. If only one individual from within the bargaining unit applies to take the exam, such examination shall be conducted as an open competitive examination.

27.6 The provisions of this Article are intended to be exclusive as to all issues regarding promotions and testing and to supersede any and all conflicting provisions of Chapter 124 of the O.R.C. and the Trenton City Charter.

## **ARTICLE 28**

### **ASSOCIATES/UNION BUSINESS**

28.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the immediate supervisor, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

## ARTICLE 29

### GRIEVANCE PROCEDURE

29.1 The term "grievance" shall mean an allegation by a bargaining unit Employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement.

29.2 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time limit to lapse at any step without further appeal. Any grievance which is not processed by the Employee within the time limits provided shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Any grievant may, if he so desires have a Union representative or any representative of his choice accompanies the grievant at any step or meeting provided for in this Article.

29.3 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the

earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant must identify the alleged grievance to the Police Chief within ten (10) calendar days after the grievant knows or should have reasonably known the facts giving rise to the grievance. Such grievance shall be in writing on a grievance form provided by the Union. The Police Chief shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within ten (10) calendar days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the grievant may within ten (10) calendar days following the Step 1 reply, refer the grievance to the City Manager. The City Manager shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved Employee. The City Manager shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date or ten (10) calendar days following receipt of the grievance, whichever is later.

Step 3: A grievance unresolved at Step 2 may be submitted to arbitration in accordance with provisions of 29.4 of this Article hereinafter set forth.

29.4 Either party to this Agreement, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer on the grievance from Step 2, either party shall notify the Arbitration and Mediation Service ("AMS"), in writing, with a copy to the other party, of its intent to arbitrate the unresolved grievance. Selection of arbitrators (from a list of 12 who maintain offices within 125 miles of the City) and conduct of the arbitration shall be in accordance with AMS rules. Any party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties withdrawing the request to arbitrate or canceling the arbitration. Any grievance not submitted as set forth above within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the other party or his representative(s).

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement. 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged 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 Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, shall be borne equally by the Employer and the Union. The expenses 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, or split equally by the parties if both parties desire a reporter, or either party requests a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

29.5 All grievances must contain the following information to be considered and must be filed using the provided grievance form.

- a. Aggrieved Employee's name and signature
- b. Aggrieved Employee's classification
- c. Date grievance was first discussed and name of supervisor with whom the grievance was discussed
- d. Date grievance was filed in writing
- e. Date and time grievance occurred
- f. The location where the grievance occurred
- g. A description of the incident giving rise to the grievance
- h. Specific Articles and Sections of the Agreement violated
- i. Desired remedy to resolve the grievance

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

29.6 A grievance may be initiated by an Employee covered by this Agreement or by the designated Union representative as provided for in this Agreement. Where a group of bargaining unit Employees desire to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

29.7 Whenever any time limit specified in the Article ends on a Saturday, Sunday, or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

29.8 When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

29.9 The investigation of a grievance (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representative's assigned duties. If grievance hearings are scheduled during representatives' or Employees' regular duty hours, the representative(s) and/or Employee(s) shall not suffer any loss of pay while attending the hearings.

29.10 Disciplinary actions of verbal reprimand (record of instruction and cautioning) and/or written reprimand taken by the Employer against any bargaining unit Employee may be appealed to steps one and two of the grievance procedure, but shall not be appealed to step three (arbitration).

Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any bargaining unit Employee may be appealed to steps two and three of the grievance procedure. Such grievances shall be submitted directly to step two.

If any Employee appeals a disciplinary action of suspension without pay, reduction in classification, or discharge from employment to step three of the grievance procedure, the grievance hearing arbitrator may consider whether any prior verbal warning(s) (record of instruction and cautioning) and/or written reprimand(s) were proper when ruling upon more severe disciplinary actions.

29.11 If the grievance pertains to the conduct or decision of a City official who is part of the grievance procedure, the Employee may initiate the grievance process at the step above the individual to whom the grievance relates.

## **ARTICLE 30**

### **DISCIPLINE**

30.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

30.2 No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public or any other violation as listed in Section 250.14 (e) of the Codified Ordinances of Trenton, Ohio” or any violation of divisional standards of conduct either on and off duty.

30.3 Forms of disciplinary action shall be written reprimands; suspension without pay or discharge. Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of "the punishment should fit the crime," the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

30.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of the conference with the Chief of Police, and his right to bring with him to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following within 5 working days:

(1) Dismiss the allegations as unfounded without record; or

(2) Impose appropriate discipline of record.

d. If the discipline imposed is a reprimand, the Employee may appeal through the grievance procedure up to Step Two. If the discipline imposed is a suspension or discharge, the OPBA will be notified by the Employer and shall be given an opportunity to meet with the City Manager or his or her designee within forty-eight (48) hours after the conference. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no binding agreement is reached, the Employer will impose the disciplinary action and, if the disciplinary action consists of suspension or discharge, the Employee shall then

have the right to submit the matter to arbitration in accordance with Step Three of the grievance procedure.

30.5 The Employer may conduct investigations of alleged misconduct by an Employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designee, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The responses by the Employee, either written or oral, shall be subject to the following:

a. Reports or responses to questions made by an Employee in the course of an investigation of misconduct, upon order of the Chief of Police, may not be used in a criminal proceeding against the employee who made the report or responded to the question.

b. The reports and responses may be used by the Employer in taking appropriate actions and in defending such action with respect to discipline or discharge of the charged Employee.

c. An Employee under investigation for commission of misconduct which would constitute a crime, with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

d. Failure by an Employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

e. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be conducted during the Employee's working hours unless it is impractical to do so because the Employee is on sick leave, vacation, or other leave of absence. Any tape recorded interviews will be copied and made available to the other party upon request.

f. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

g. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

## **ARTICLE 31**

### **TRAINING AND SCHOOLS**

31.1 Bargaining unit Employees shall receive a minimum of twenty-four (24) hours of training or instruction per year.

31.2 The Employer will pay for all training, including time in attendance.

31.3 Bargaining unit Employees may request training through other schools or seminars and, upon approval of the Chief, be permitted to attend.

31.4 All expenses for said training will be paid by the Employer. Employees who provide personal transportation will be reimbursed at the current City mileage rate.

## ARTICLE 32

### PAYMENT AT TERMINATION/PENSION

32.1 Employees who terminate from employment with the Employer shall receive compensation for the following:

a. All vacation earned in the current year and unused vacation carried over from the previous year. In the event of death, such compensation shall be paid to the employee's spouse or in the absence of, to the employee's estate.

b. Earned or accrued holiday pay for which the Employee had not already been compensated. In the event of death, such compensation shall be paid to the Employee's spouse or in the absence of, to the employee's estate.

c. An Employee who retires may purchase the badge he was issued for a cost of one (\$1.00) dollar. "Retires" as used in this Article is to be interpreted to mean (1) service retirement (20 years minimum with the Employer) or (2) disability retirement (after 15 years minimum with the Employer).

32.2 Employees agree that when it is reasonably possible a two-week notice shall be given to the employer.

32.3 Bargaining unit Employees shall receive the same PERS pension benefit as other City employees who participate in the Public Employees Retirement System.

## ARTICLE 33

### DRUG AND ALCOHOL TESTING

#### .01 Use Of Alcohol And Controlled Substances Prohibited

No Trenton Police Department employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No Trenton Police Department employee shall report for duty or remain on duty when the employee uses any controlled substance as defined by Chapter 3719 of the Ohio Revised Code, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. The employee shall immediately provide the Chief or his/her designee with the physician's report concerning such prescriptions.

#### .02 Employees Tested

All employees of the Trenton Police Department are subject to on-duty drug and or alcohol testing by urine sample conducted under any of the following conditions:

1. Reasonable suspicion of drug and/or alcohol use: Whenever the Chief of Police or other qualified supervisor has reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance, the Chief or supervisor may require such employee to submit a urine for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee.
2. Random testing: Each year, fifty percent (50%) of the City Police Department's employees shall be subject to random alcohol and controlled substance testing. The selection of employees for random testing shall be made by a scientifically valid method provided by the City's drug-testing facility. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.
3. Post-accident testing: As soon as practicable following an accident involving a City vehicle, the City shall test each involved Police Department employee for alcohol and controlled substances. Any employee who is subject to post-accident testing shall make himself readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight hours following the accident, the test shall not be administered and a written statement explaining why the test was not administered shall be submitted to the Police Chief.

#### .03 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and the

department of health and human services.

The Trenton Police Department shall give employees the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. If an employee tests positive for the use of alcohol or controlled substances, the Police Department, prior to taking any action, will permit the applicant or employee the opportunity to explain, in writing, the tests results. Failure of any applicant or employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

A drug or alcohol test with a positive result will automatically be tested again in the lab for confirmation. If the test is still positive, the Medical Review Officer will contact the employee directly to inform them the result and to give them a chance to explain the circumstances of the positive result. If the Medical Review Officer agrees with the employee, they may overturn the positive test and the employer is not contacted. If the employee cannot show proof as to why to result is positive, the Medical Review Officer will notify the employer of the positive test. The employer may proceed with discipline at this time.

Any employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.

An employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the City. Refusal to submit to the testing provided for under this agreement may be grounds for discipline up to and including termination.

Costs of all drug screening tests and confirmatory tests shall be borne by the employer except that any test initiated at the request of the employee shall be at the employee's expense.

#### .04 Refusal To Test

Refusal to submit to the types of drug and alcohol tests described herein employed by the Trenton Police Department will be grounds for disciplinary action, up to and including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an employee may take which will be considered a refusal to test:

1. Refusal to sign the form releasing test results to the Police Department;
2. A non-medical delay in providing a urine;
3. Failure to report directly to the testing facility upon notification;
4. The use of any product to invalidate the test results.

.05 Discipline

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee.

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the provisions of this agreement.

.06 Confidentiality

Test results will, as a general rule, remain confidential. However, the Trenton Police Department may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense of related litigation. The Police Department may also disclose test results when required by government agencies or in accordance with state and federal law.

## **ARTICLE 34**

### **EDUCATION PAY**

34.1 Upon the conditions herein, the Employer shall provide reimbursement to all employees for the costs of tuition, registration fees, laboratory fees and books upon successful completion of course(s) in college, community and/or technical college, university or other accredited entity of higher education. In order to be paid under this Article, employees must earn at least a grade of "C" or better. Additionally, the course(s) must either be related to law enforcement or completed pursuant to a degree program related to law enforcement.

34.2 The reimbursement benefit under this Article shall be \$1,000.00 per employee per calendar year. Such amount shall apply to the calendar year of the last class of the course being reimbursed.

34.3 An employee who voluntarily terminates employment with the City of Trenton less than one year after completing a course (as measured from the last day of the class for the course) shall pay to the City 100% of the City's reimbursement for the course. An employee who voluntarily terminates employment with the City between one year and two years after completing a course (as measured from the last day of the class for the course) shall pay to the City 50% of the City's reimbursement for the course. An employee who voluntarily terminates employment with the City between two years and three years after completing a course (as measured from the last day of the class for the course) shall pay to the City 25% of the City's reimbursement for the course.

ARTICLE 35

DURATION

34.1 This agreement shall become effective January 1, 2014, and shall remain in force for three (3) years, and will expire December 31, 2016.

34.2 Successor Agreement - If the Union desires to modify or amend this agreement, they shall give written notice of such intent not earlier than ninety (90) calendar days prior to the expiration date of this agreement. The parties shall commence negotiations within twenty one (21) calendar days of receiving such notice of intent. Failure of the Union to give said notice shall cause this agreement to be renewed automatically for a period of twelve (12) months from year to year.

Signed:

Date 2-10-2014

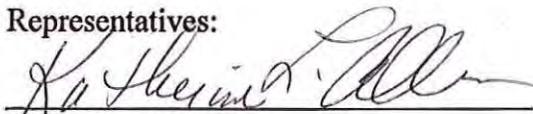


Mark Volcheck  
Ohio Patrolmen's Benevolent  
Association

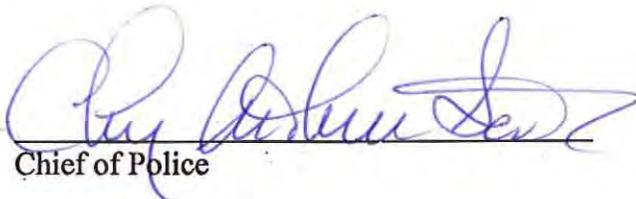


John Jones  
City of Trenton - City Manager

Representatives:

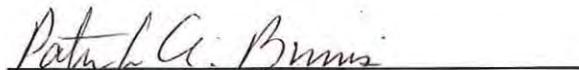


Katherine Allen



Chief of Police

APPROVED AS TO FORM



City Law Director



Marc Fishel, Special Labor Counsel

**EXHIBIT A**

***HOURLY RATES***

Effective January 1, 2014 (or nearest payroll beginning date)

Class Title	Step A	B	C	D	E	F
Police Dispatcher	16.39	17.18	18.01	18.90	19.84	20.83

Effective January 1, 2015 (or nearest payroll beginning date)

Class Title	Step A	B	C	D	E	F
Police Dispatcher	16.72	17.52	18.37	19.28	20.24	21.25

Effective January 1, 2016 (or nearest payroll beginning date)

Class Title	Step A	B	C	D	E	F
Police Dispatcher	16.89	17.70	18.55	19.47	20.44	21.46

Effective July 1, 2016 (or nearest payroll beginning date)

Class Title	Step A	B	C	D	E	F
Police Dispatcher	17.06	17.88	18.74	19.66	20.64	21.67