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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF ALLIANCE**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**FOR THE DISPATCHERS' BARGAINING UNIT**

**FOR THE PERIOD OF**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016.**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1. Parties.** This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and Ohio Patrolmen's Benevolent Association, for the Police Dispatchers' Bargaining Unit, hereinafter referred to as the "Union" or the "OPBA."

**Section 2. Purpose.** The purpose of the Agreement is as follows: the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance; and to provide a more professional police department.

**ARTICLE 2**  
**RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time Dispatchers as described in Case #08-REP-09-0149 of the State Employment Relations Board with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

**ARTICLE 3**  
**DUES CHECK OFF AND FAIR SHARE FEE**

**Section 1. Dues Deductions.** The City agrees to deduct monthly from the wages of any employee, who is a member of the Union, membership dues, initiation fees, and/or assessments. Employees shall submit a written authorization for dues deductions. The Union will notify annually in writing the City of the dues it charges and its current membership. The Union will update membership information as necessary. Except as otherwise provided for in this article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or its designee.

**Section 2. Deduction Submission.** Such sums deducted from a Bargaining Unit member's pay, accompanied by a list of Bargaining Unit members from whose pay they have been deducted and the amount deducted shall be forwarded to the OPBA as directed by the OPBA within the month such collection is made.

**Section 3. Refunds/Deduction Errors.** In the event that a refund is due any Bargaining Unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for a Bargaining Unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the Bargaining Unit member or Union.

**Section 4. Indemnification.** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

**Section 5. Fair Share Fee Contribution.** In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership in the Union shall share in the financial support of the union by paying a fair share fee as a condition of continued employment. The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association as provided in Section 2.

**Section 6. Fair Share Fee Deduction Procedure.** Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of

employment pay the Union a fair share fee. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and that it shall administer its fair share fee rebate procedure in accordance with applicable law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

#### **ARTICLE 4** **NO STRIKE/LOCK OUT**

##### **Section 1. Strike.**

The Union and the Bargaining Unit members recognize that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal for dispatchers and they pledge not to engage in any strike against the City of Alliance as defined in the previous sections, including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interferences with, or withholding of, services mandatory or discretionary job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties as dispatchers. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15 (C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

##### **Section 2. Job Action.**

The OPBA agrees to actively seek stoppage of any type job action by members of the Union and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

**Section 3. Lock Out.**

The City agrees not to lock out any employee in the OPBA Bargaining Unit during the term of this Agreement.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights - express or inherent - to operate, manage, and direct the Division of Police of Alliance, Ohio (herein sometimes referred to as "Department"). Such rights shall include, but not be limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds, and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligible lists;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which Departmental operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations;

- (e) to maintain or increase the efficiency and/or effectiveness of departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Department services; and to schedule overtime;
- (f) to take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency;
- (g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

**Section 2. Reservation of Rights.** The City specifically retains all its rights contained in Section 4117.08(C)(1)-(9) Ohio Revised Code, which are not listed above.

**Section 3. Joint Responsibility.** The Union and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous police protection to the citizens of the City of Alliance.

## **ARTICLE 6**

### **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior

agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. The Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 5, Management Rights.

**Section 2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. The Employer shall not be permitted to modify or alter any term or provision of this Agreement without the agreement of the Union. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and shall meet with the Union to discuss the matter. The Employer may unilaterally implement such action after discussions have taken place. Such action must be reasonable. The union may grieve and arbitrate the reasonableness of the Employer's decision.

## **ARTICLE 7** **WORK RULES**

**Section 1.** All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

**Section 2.** The Union recognizes that the Employer under this agreement has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 3.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the

Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

**Section 4.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

**Section 5. Mandatory Training.** It is specifically understood and agreed that the employees will cooperate with the rules and regulations as they relate to mandatory training. Employees who refuse mandatory training, or who leave mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

## **ARTICLE 8** **DRUG/ALCOHOL SCREENING**

- (a) Drug screening tests shall be part of the periodic physical examination given to officers to detect the use of illegal drugs or controlled chemical substances. In addition to the periodic physical examination, baseline testing may be administered once per year without prior notice. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- (b) The Bargaining Unit member may have a second confirmatory test done at a lab of his choosing, at his expense; provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine percent (99%). This test shall be given the same weight as the two previous tests.
- (c) If both the screening and the confirmatory tests are positive, the City may require the Bargaining Unit member to participate in a rehabilitation or detoxification program which is covered by the Bargaining Unit member's health insurance program. A

Bargaining Unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such Bargaining Unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the Bargaining Unit member is no longer using illegal drugs or abusing controlled substances, the Bargaining Unit member shall be returned to his position. Such Bargaining Unit member may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any Bargaining Unit member in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

- (d) If the Bargaining Unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such Bargaining Unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, the costs of all drug screening tests and confirmatory tests shall be borne by the City.
- (e) For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a Bargaining Unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.
- (f) For the purposes of implementing the provisions of this article, each Bargaining Unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the Bargaining Unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to

the drug screening test results. No other medical finding may be released without the express written permission of the Bargaining Unit member.

- (g) If a Bargaining Unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the Bargaining Unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A Bargaining Unit member may use accrued vacation or holiday time during such leave. A Bargaining Unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A Bargaining Unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The Bargaining Unit member's health insurance premiums will be paid during the leave of absence.

#### **ARTICLE 9** **LABOR MANAGEMENT COMMITTEE**

In accordance with the purpose of this Agreement, which is to promote a harmonious relationship between the City of Alliance and OPBA; the City agrees to convene Labor Management Committee meetings upon the request of either Parties' representative(s). The City's representative in regard to convening Labor Management meetings shall be the Director of Public Safety and Service (or Police Chief) and the Union's representative shall be the OPBA Attorney and/or bargaining unit's representative. The parties understand that such meetings are not bargaining sessions or grievance hearings. The City shall have the right to accept or reject suggestions made by the Labor Management Committee at the City's sole discretion. Where possible, the parties shall furnish each other with prospective issues to be discussed upon scheduling a Labor Management meeting.

#### **ARTICLE 10** **DISCIPLINARY ACTION**

**Section 1.** No employee shall be disciplined except for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2. Progressive Discipline.** Management shall practice progressive discipline, but reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. Management's practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance for a firing offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Any form of discipline for any matter will be considered for determining the next level of discipline for any subsequent offense.

**Section 3. Pre-disciplinary Conference.** Whenever the Employer determines that an employee may be subject to suspension (with or without pay) or termination, the Employer will hold a pre-disciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence including the facts underlying the charged offense(s), and what form of discipline may be imposed.

The employee may be accompanied by an OPBA Attorney and/or employee representative during the pre-disciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the pre-disciplinary conference as an observer only. At the conference, the employee and/or his OPBA Attorney or union employee representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

**Section 4. Notice of discipline.** All written notices involving discipline shall state the specific actions of the violation, the specific rules or regulations alleged to have been violated, and the amount of discipline imposed.

**Section 5. Investigatory Interviews.** Any time a Bargaining Unit member is required to answer questions as a part of a disciplinary investigation/action, and the member is the subject to the disciplinary investigation/action, the Employer shall advise the member that he is the subject of the disciplinary investigation/action and that he may request the presence of a Union representative, the presence of legal representation, or both. If the member elects either form of representation and such is not immediately available, reasonable time shall be given for the member to obtain representation.

**Section 6. Disciplinary Records.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline from the date of issuance, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	eighteen (18) months
All other Discipline	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the provisions listed above and shall be considered in all future discipline involving drug and alcohol offenses.

**Section 7. Disciplinary Appeals.** Appeals of disciplinary action shall be submitted directly to the Safety-Service Director at Step 3 of the grievance procedure in accordance with the applicable time limitation for the filing of a Step 1 grievance. Disciplinary appeals involving letters of instruction and cautioning and written reprimands are subject to the grievance procedure, but are not eligible for arbitration.

## **ARTICLE 11** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

**Section 2. Group Grievances.** Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires 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 or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 3. Time Limits.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by

the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. 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 or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

**Section 4. Grievance Contents.** All grievances shall be filed in writing on a form provided by the Union and shall contain 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.
5. Signature of the employee.

**Section 5. Time limit Calculations.** The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

**Step One – Supervisor:** Within seven (7) days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the supervisor, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The supervisor shall either respond to the grievance or schedule a meeting with the grievant and representative(s) of the union to discuss the grievance and respond in writing to the grievant within seven (7) days of receipt of the grievance or the meeting, if held.

**Step Two – Chief:** A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police/designee within seven (7) days of receipt of the Step 1 answer or default rejection. The Chief/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

**Step Three – Safety-Service Director:** A grievance unresolved at Step 2 may be submitted by the grievant to the Safety-Service Director//designee within seven (7) days of receipt of the Step 2 answer or default rejection. The Safety-Service Director//designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 3. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within thirty (30) days of the date of the answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

**Section 7. Selection of Arbitrator.** Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be borne by the party requesting it. The

party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

**Section 8. Arbitrator's Jurisdiction.** The jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the express terms of this Agreement and any subsequent agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
- (b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other police department; and
- (c) The rendition of a decision or an award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (d) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and
- (e) The rendition of a decision or award in writing which shall include a statement of the reason and grounds upon which the decision or award is based; and
- (f) In discipline cases the arbitrator shall have the authority to consider mitigating factors and may modify any discipline imposed by the Employer to the extent that it may be reduced;

- (g) The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and arguments presented in the written briefs of the parties; and
- (h) The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs of the parties.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing.

**Section 9. Arbitration Expenses.** The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make a request. However, expenses related to the calling of witnesses, attorney fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called, or attorneys employed.

**Section 10. Arbitration Awards/Settlements.** Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code. As provided in Section 4117.10 (A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this final and binding grievance procedure.

## **ARTICLE 12** **NON-DISCRIMINATION**

**Section 1.** The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, age, military status, genetic information, or disability. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law, and no arbitrator considering

grievances under this section shall have the authority to recognize rights or provide a remedy exceeding that required by law.

**Section 2. Union Activity/Status.** The parties agree that there shall not be discrimination, restraint, or coercion against any employee due to his decision to join or participate in the union or refrain from joining or engaging in activities on behalf of the union. The Union is required to represent all employees in the Police Department who are members of the Bargaining Unit fairly and equitably, regardless of their membership, or non-membership, in the Union.

**Section 3. Gender Neutral.** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

### **ARTICLE 13** **SENIORITY, PROBATION AND LEAVES OF ABSENCE**

**Section 1. Definitions.**

A. **Seniority.** Seniority is defined as the total amount of uninterrupted, continuous, full-time service with the City of Alliance in this bargaining unit.

**Section 2. Break in Service.** The following events constitute a break in seniority/continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

- A. Voluntary resignation;
- B. Termination of employment for just cause;
- C. Failure to report for work without prior notice to the Employer for a minimum of three (3) consecutive workdays, without reasonable explanation to the Employer;

- D. Layoff in excess of thirty-six (36) months;
- E. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
- F. Leaving the bargaining unit to accept another position in the City.

**Section 3. Probationary Period.**

There shall be a probationary period of ninety (90) days for newly hired full-time dispatchers. This ninety (90) day probationary period may be extended by mutual agreement of the parties for an additional ninety (90) days. The Union agrees with the right of the City to discharge and/or discipline an employee during his or her probationary period and that probationary employees have no recourse to the grievance procedure pursuant to Article 11 in the event of discipline or discharge. The exclusion from Article 11, Grievance and Arbitration Procedure shall not apply if the proposed discipline and/or discharge is for Union activity.

**ARTICLE 14**  
**UNPAID LEAVE OF ABSENCE**

**Section 1. Application.** Any Bargaining Unit member who believes he or she has a justifiable reason may apply for a personal leave of absence, with the approval of the Chief or Safety-Service Director, not to exceed one (1) year. Such leaves shall be granted for good cause if the Bargaining Unit member's absence will not adversely affect efficient operation of the Police Department.

**Section 2. Benefits.** No benefits shall accrue to the Bargaining Unit member while on an unpaid leave of absence.

**Section 3. Medical Leave.** Bargaining Unit members may be granted an unpaid leave due to medical disability to the Bargaining Unit member, Bargaining Unit member's spouse or child, in which case the Bargaining Unit member's hospitalization insurance will be maintained by the

City to the extent required by the FMLA. At the discretion of the Employer, a bargaining unit member's insurance may be maintained beyond the FMLA minimum. When on such unpaid leave due to medical disability, the Bargaining Unit member will continue to accrue seniority up to one (1) year for purposes of vacation and longevity which shall be applicable when the Bargaining Unit member returns to the City. No other benefits shall accrue.

**ARTICLE 15**  
**FAMILY AND MEDIAL LEAVE ACT**

**Section 1.** Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law (i.e., Family and Medical Leave Act [FMLA]). Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA shall run concurrent with the employee's entitlement to leave under the Act.

**ARTICLE 16**  
**INJURY ON DUTY**

**Section 1.** The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period. There shall be no loss of benefits provided by the City or any applicable labor agreement during the leave.

**Section 2. Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty while actually working for the City on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D.), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 3.

**Section 3. Eligibility.** The City shall provide all forms necessary to certify eligibility for IOD in a timely manner and should the condition for which IOD is being sought result in the

employee being incapacitated or unable to comply with the timeline for completing IOD paperwork such delay shall not result in the disqualification of the claim. To be eligible for IOD the employee shall:

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.
2. Furnish the City with a signed City of Alliance Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Provide a medical certification from a physician on the list of City approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.
6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

**Section 4. Procedure/Payment/Duration of Leave.** Commencing with the date the injury incurred, the bargaining unit member shall be paid from accrued sick leave. If the bargaining unit member is not able to return to work due to injury, on the eighth (8<sup>th</sup>) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth

(14<sup>th</sup>) day of injury, the sick time for the first seven (7) days shall be restored. If a bargaining unit member has not accumulated forty (40) hours of sick leave, and if his disability ends in fewer than fourteen (14) calendar days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

Each employee shall be entitled to a six (6) month period per injury on duty commencing with the date on which the injury occurs and expiring six (6) months thereafter. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or recurrence of that injury. Under no circumstances shall a new IOD entitlement be granted where the claim is based on an aggravation or reoccurrence.

**Section 5. Disqualification/Denial of Claim/Reimbursement** Any employee found eligible to receive benefits or payments from the Policemen's Pension Fund or the Public Employees Retirement System, shall not be eligible to receive IOD benefits. Employees shall not be eligible for IOD unless the injury is of such severity as to require medical care. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said IOD leave shall cease and the employee shall reimburse the City for any amounts paid pursuant to this section. The City may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay per pay period and shall be limited to the amount of benefit overpaid.

**Section 6. Review of Claim.** The City reserves the right to review the employee's status every fifteen (15) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

**Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits.** Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time

prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

**Section 8. Disability Separation.** If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation.

**Section 9. False Claims/Abuse.** The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses of the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two (2) years of the discovery of the false claim or abuse. Examples of what might constitute "abuse" as used in this section include, but are not limited to an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

## **ARTICLE 17** **SHIFT PREFERENCE**

**Section 1. Shift Preferences.**

As soon as possible after January 1 of each year of this Agreement, each employee shall specify, a first, and where applicable, a second preference as to the shift in which the employee is to be scheduled. The Employer may require that such preferences be specified on a form prepared by the Employer. Employees who neglect to specify their preference shall be presumed to have no preference.

**Section 2. Assignments.**

As soon thereafter as feasible, but in no event more than thirty (30) days after the submission of the specifications referred to in Section 1, the Employer shall post a roster listing the shifts to which each employee is assigned. The assignments shall be effective not less than two (2) nor more than four (4) weeks, after the date of posting, except for unforeseen circumstances required changes. The shift assignments will be effective until the posting and scheduling process is completed in the following year.

**Section 3. Preferences.**

To the greatest extent feasible in keeping with the mission of the department, such employee shall be assigned to the employee's first preference. To the greatest extent feasible in keeping with the mission of the department, each employee who cannot be assigned to the employee's first preference shall be assigned to their second preference. Whenever it is not possible to assign an employee to their first preference, employees with the greatest amount of seniority shall be afforded priority.

**Section 4. Need to Assign.**

It is understood and agreed that there may be a need to assign employees with particular skills to specific shifts, that there is a need to insure that an adequate number of experienced employees are assigned to each shift, and that there may be other reasons which may prevent an employee from being assigned to the employee's preferred shift. However, the department will make a reasonable and good faith effort to maximize the number of employees whose preferences are granted.

**Section 5. Employment Liability.**

Further, the parties recognize that where the Employer determines there to exist potential employment liability issues (i.e., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination), ethics issues, or workplace violence concerns, the Employer at its sole and exclusive discretion may deny requested shift preference of the employee(s) who is the subject of the complaint. Any transfer that is being made to cover the resulting vacancy will not be made without a seven (7) day notice. However, in the sole discretion of the Employer, this notice period may be extended to fourteen (14) days.

**ARTICLE 18**  
**LUNCH/BARGAINING UNIT WORK**

**Section 1. Lunch.**

Employees shall be permitted a one-half (1/2) hour lunch break per shift. Due to the nature of the Police Department's operations, employees may be interrupted, delayed or prevented from taking lunch breaks. When there are less than three (3) dispatchers on duty, relief for lunch periods will be provided whenever Police Department operations permit. This lunch policy shall be applied equally to all shifts.

**Section 2. Meal Periods.**

Such meal periods shall be scheduled and approved by the employee's shift commander.

**Section 3. Bargaining Unit Work.**

The City shall not utilize more than four (4) Part-time dispatchers to perform dispatch duties on a regular basis, except for emergency situations.

**Section 4. No Contact with Arrested Individuals and Prisoners.**

The Employer shall not require bargaining unit employees to have any contact with arrested individuals and/or prisoners.

**ARTICLE 19**  
**LEGAL FEES**

**Section 1.** Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to arbitration. Compliance shall be subject to applicable statutory procedures.

**ARTICLE 20**  
**WAGES AND LONGEVITY**

**Section 1. Hourly Wage Rates.**

The Hourly Wage Rates for members of the bargaining unit are as follows:

Schedule	Effective 1/1/2014* (1.0%)	Effective 1/1/2015 (1.0%)	Effective 1/1/2016 (1.0%)
DISPATCHER 3 HOURLY (Probationary employee with no prior experience)	\$12.06	\$12.18	12.30
DISPATCHER 2 HOURLY (Prior satisfactory experience or no experience with completion of required courses)	\$13.06	\$13.19	\$13.32
DISPATCHER 1 HOURLY (Satisfactorily completed probation and completion of courses)	\$14.07	\$14.21	\$14.35
SENIOR DISPATCHER HOURLY (1. Satisfactory completion of 5 years of service, and (2. No disciplinary action resulting in loss of time within the previous 12 months)	\$15.08	\$15.23	\$15.38

- Wage scale adjustment plus 1% increase.

The Employer will not unreasonably deny the employee the opportunity to enroll in the below listed courses if available locally:

- A. Law Enforcement Dispatching; and
- B. Fire Dispatching; and
- C. EMS Dispatching; and
- D. Leads; and
- E. CCH; and
- F. CRIS or its departmental equivalent; and
- G. Any additional requirements made mandatory by the State of Ohio.

**Section 2. Longevity.**

The following longevity compensation shall be paid in the second pay in June and the first pay in December of each contract year pursuant to the following schedule:

Years of Continuous Service Completed	Monthly Payment
4	\$30.00

10	\$70.00
15	\$90.00
20	\$110.00
25	\$130.00

The continuous service record of an eligible bargaining unit member shall be determined by computing the time actually spent in the employment of the City. Any bargaining unit member who has previous employment with a similar public agency shall be credited with his time spent in that employment. Similar public agency shall be defined as an agency in which the bargaining unit member's duties were similar to those of a police dispatcher in the City of Alliance. The final interpretation of similarity shall be made, in his sole discretion, by the Chief of Police of the City of Alliance.

Employees hired on or after January 1, 2015 shall not be eligible for longevity payments.

**Section 3. Out of Class Pay.**

Bargaining unit member covered by this Agreement who are ordered to work in a higher classification must work in the higher classification for four (4) hours to receive the rate of pay of the higher classification. Upon attaining the four (4) hour minimum, the bargaining unit member shall receive compensation at the higher rate for all such time worked in that day.

**Section 4. Field Training Dispatcher.**

Any bargaining unit employee assigned to train a Dispatcher, whether the trainee is a part-time or full-time Dispatcher, shall be paid an additional \$.25 per hour for the time spent training. This provision shall be effective upon the execution of this agreement.

**Section 5. Overnight Travel.**

When a Dispatcher is required to stay overnight for job related purposes, the dispatcher shall be entitled to a \$35 per day for meals, where the dispatcher is required to be gone the whole day. No receipt will be required. If no overnight travel is involved, city policy shall apply.

**Section 6. Certifications and Recertifications.**

The employer shall pay for all required employee certifications and re-certifications that are required by the City of Alliance. In addition to paid time for the time expended to acquire the certification and/or recertification, this includes the costs, fees and expenses of certification and/or recertification.

Employees maintaining both LEADS and Emergency Medical Dispatch Certifications shall be paid a Certifications stipend in the amount of \$300.00 annually at the time of the pay in December. Employees with less than one (1) year of service shall be paid on a pro-rated basis for each month of completed service.

**ARTICLE 21**  
**OVERTIME**

**Section 1.** The standard work day for bargaining unit employees shall be eight (8) consecutive hours. The standard work week for bargaining unit employees shall consist of forty (40) hours in a seven (7) day period. Bargaining unit employees shall work five (5) consecutive days followed by two (2) consecutive off-days. Such time includes the established paid lunch period. The Employer shall have the ability to interrupt the lunch period and order employees to return to work if it determines that its operational needs so require.

**Section 2. Prescription/Prior Approval.**

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a command officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Safety-Service Director in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Safety-Service Director. Complete records of overtime of employees shall be maintained by the Department. In the event that a bargaining unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the dispatcher shall be paid overtime.

**Section 3. Overtime Rate of Pay.**

Each bargaining unit member who is required to work more than eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate determined by the following formula:

$$\text{Hourly Rate} \times 1.5 = \text{Overtime Rate Per Hour}$$

Overtime shall be computed on the basis of fifteen (15) minute increments with a minimum of fifteen (15) minutes in excess of the eight (8) hour day. All hours in paid status shall be considered hours worked for purposes of calculating overtime payment. For purposes of calculating overtime hours in paid status shall not include sick leave (except "personal sick days") or use of accrued compensatory time. Illustrative examples:

1. Work (in paid status) eight (8) hours in one scheduled day plus an additional four (4) hours that day = eight (8) hours of straight pay plus four (4) hours at the overtime rate.
2. Work (in paid status) six (6) hours of a scheduled day and use two (2) hours of sick leave or accrued compensatory time then work an additional four (4) hours that day = ten (10) hours straight time and two (2) hours at the overtime rate.
3. Work (in paid status) a scheduled forty (40) hours in one (1) week and then work an additional eight (8) hours on a scheduled day off = forty (40) hours of straight pay plus eight (8) hours at the overtime rate.
4. Work (in paid status) thirty-two (32) hours of a scheduled forty (40) hour week and use eight (8) hours of sick leave or accrued compensatory time for the remaining scheduled workday, then work eight (8) hours on a scheduled day off = forty-eight (48) hours of straight pay.

**Section 4. Call in Overtime.**

Overtime will be paid whenever a bargaining unit member is called in for duty while off duty, on his day off, on his vacation, or on compensatory time off. Overtime shall also be paid whenever a bargaining unit member is mandated to work at a time other than his regularly scheduled time.

When a bargaining unit member is called in to work off duty, he should be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in court or training sessions.

**Section 5. Court Time.**

Overtime will be paid for each appearance in court, grand jury, or pretrial conferences necessitated by the individual's performance of his duty. Two (2) hours of overtime will be the minimum allowance for each appearance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only to one "two-hour minimum allowance" if court appearance occur on the same day and in the same court, and if those multiple appearances take less than two (2) hours.

**Section 6. Travel Allowance.**

A bargaining unit member shall be allowed the current rate paid to all City Employees for the use of his automobile to attend any court appearance, except in Alliance Municipal Court, or other City business, in addition to the overtime pay, provided he is not reimbursed at any other source for his attendance.

**Section 7. Training Overtime.**

Two hours of overtime will be the minimum allowance paid for each mandatory training session attended by the bargaining unit member when they are not normally scheduled to work.

**Section 8. Compensatory Time.**

Each bargaining unit member may, at his discretion, elect to take compensatory time off in lieu of compensation for any overtime worked, and compensatory time may be accumulated up to a total of 480 hours. Upon reaching 480 hour limit, the bargaining unit member will either be paid for additional hours of overtime worked or may use some compensatory time in order to bring the compensatory time accumulated below 480 hour limit provided in federal law.

Upon termination of employment a bargaining unit member shall be paid for his compensatory time at the average regular rate received by such bargaining unit member during the last three

years of the bargaining unit member's employment, or the final regular rate received by such bargaining unit member, whichever is higher. Such payments will be made within thirty (30) days following the bargaining unit member's termination.

**ARTICLE 22**  
**PAID LEGAL HOLIDAYS**

**Section 1. Legal Holidays.**

Bargaining unit members shall receive their regular compensation for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	General Election Day
Independence Day	Personal Holiday

**Section 2. Holiday Worked/Off Pay.**

When a bargaining unit member is required to work on any "Paid Legal Holiday," he shall be paid an amount determined by the following formula:

$$\text{Hourly Rate} \times 2.5 \text{ (for all hours worked)} = \text{Holiday Pay}$$

Up to twelve (12) hours of pay may be paid as compensatory time at the employee's option under such circumstances. When a bargaining unit member has a scheduled day off or is off on sick leave, bereavement leave, injury on duty leave, vacation leave or paid administrative leave, the member shall be paid, in addition to his regular salary, an amount determined by the following formula:

$$\text{Hourly Rate} \times 8 = \text{Holiday Pay}$$

**Section 3. Holiday Leave.**

When a bargaining unit member is scheduled to work but is granted holiday leave for a "Paid Legal Holiday," he will receive no additional compensation beyond his regular compensation. Such holiday leave will only be granted with prior approval of the shift commander.

**Section 4. Holiday Pay Less Than 8 Hours Worked.**

If an employee works less than eight (8) hours on any Paid Legal Holiday, the employee shall be paid eight (8) hours of holiday pay plus time-and-one-half (1 1/2) for all hours the employee actually performs work.

**Section 5. No Pyramiding of Holiday Pay.**

The parties agree the provisions of this Article 22 do not provide for the pyramiding of Holiday pay beyond 2.5 times in Section 2 above and 1.5 times in Section 4 above.

**Section 6. Holiday Pay Requirements.**

If a bargaining unit member is scheduled to work on any such holiday, but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the un-worked holiday, unless he failed to perform such work because of sickness, injury or because of a death in his immediate family.

It is further provided that said Bargaining Unit member shall have worked his last scheduled work day before and his first scheduled work day after said holiday, unless he has failed to work because of sickness, injury, or because of death in his immediate family.

**ARTICLE 23**  
**EDUCATION ALLOWANCE**

**Section 1. Continuing Education.**

Where there has been prior written approval by the Chief of Police, the City shall reimburse Bargaining Unit members, within thirty calendar days of grade submission, for all tuition, fees, and course mandated materials, including books, for job related continuing education programs. The determination of relatedness will be made by the Chief of Police within his sole discretion.

Reimbursement shall be made according to the following schedule:

REIMBURSEMENT SCHEDULE

Bargaining Unit member earns a Letter grade or equivalent of:	City pays this percentage of tuition, fees, and mandated expenses:
A	100%
B	85%
C	75%
Below C	0%

Reimbursement shall not exceed 3% of the Bargaining Unit member's annual base salary during any single calendar year.

**ARTICLE 24**  
**UNIFORM ALLOWANCE**

**Section 1. Amount/Time of Payment.**

A uniform allowance of One Thousand one hundred Dollars (\$1,100.00) shall be paid to each bargaining unit member annually. Each member shall receive the allowance in two equal payments of five hundred and fifty dollars (\$550.00). The first payment shall be received by the member with the pay for the second pay period of the month of June. The second payment shall be received with the pay for the first pay period of December.

Probationary employees shall not receive any uniform allowance until they have successfully completed their probationary period. Probationary employees shall not be required to wear a uniform during their probationary period. If the Employer requires a probationary employee to wear a uniform the Employer shall provide the necessary uniforms to the employee in sufficient quantity. Once an employee successfully completes their probationary period the Employer shall provide the employee with one-half of their total uniform allowance and the second half shall be

paid to the employee in the next month of June or December, as noted above, whichever month first follows the completion of the probationary period.

**Section 2. Restrictions/Replacement/Inspections.**

Bargaining unit members shall not use the uniform for other than assigned or approved duties. Upon inspection by his commanding officer, if any bargaining unit member's uniform clothing or equipment is judged to be in need of replacement, the bargaining unit member shall be obligated to replace it. In order to assure the professional appearance of the bargaining unit members and in order to assure that they are properly equipped, the City shall conduct unannounced spot uniform and equipment inspections of the unit members.

**ARTICLE 25**  
**HEALTH INSURANCE BENEFITS**

**Section 1.**

For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Until such time as a majority of City bargaining units are participating in the insurance committee, coverage and benefits shall remain comparable to those contained in attachment "A." Contribution rates shall remain unchanged until January 1, 2015. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee pursuant to the provisions of Section 5 herein.

**Section 2. Annual Wellness Screening Program.**

Commencing in calendar year 2015, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be

accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%) for 2015. The reduction is expressed in the formula contained in Section 4.

**Section 3. Tobacco Use Surcharge.** Commencing in calendar year 2016, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in section 4. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

**Section 4. Cost Sharing.** Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective January 1, 2015, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

**For those Employees Qualifying for Screening Reduction (2.5% reduction)**

Monthly	Employer	Monthly	Employee	Total Base
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Maximum January 1, 2015	Contribution	Minimum January 1, 2015	Contribution	Contribution 2015
Single	\$409.33	Single	\$33.19	\$442.52
EE + Child(ren)	\$757.25	EE + Child(ren)	\$61.40	\$818.65
EE + Spouse	\$859.59	EE + Spouse	\$69.70	\$929.29
Family	\$1,330.31	Family	\$107.86	\$1,438.17

**Base Contribution Without Surcharge or Incentive**

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015
Single	\$398.27	Single	\$44.25	\$442.52
EE + Child(ren)	\$736.79	EE + Child(ren)	\$81.87	\$818.65
EE + Spouse	\$836.36	EE + Spouse	\$92.93	\$929.29
Family	\$1,294.35	Family	\$143.82	\$1,438.17

**For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)**

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015
Single	\$387.21	Single	\$55.32	\$442.52
EE + Child(ren)	\$716.32	EE + Child(ren)	\$102.33	\$818.65
EE + Spouse	\$813.13	EE + Spouse	\$116.16	\$929.29
Family	\$1,258.40	Family	\$179.77	\$1,438.17

**For Tobacco Users Without Screening (5% surcharge)**

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015
Single	\$376.14	Single	\$66.38	\$442.52
EE + Child(ren)	\$695.85	EE + Child(ren)	\$122.80	\$818.65
EE + Spouse	\$789.90	EE + Spouse	\$139.39	\$929.29
Family	\$1,222.44	Family	\$215.73	\$1,438.17

Note: The Screening Reduction and Surcharge charts will be effective when programs are implemented and employees qualify, except that the tobacco surcharge will not begin until January 1, 2016 as per Section 3 above.

Effective January 1, 2015, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the participating employee. Effective January 1, 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth

above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

**Section 5. Health Care Committee.**

A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescriptions), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The bargaining unit representative on the committee will be compensated for time spent attending committee meetings at his/her regular hourly rate. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of City bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or

- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

**Section 6. Coverage Coordination.**

If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

**Section 7. Spousal Coverage.**

- A) If an employee's spouse is eligible for insurance coverage under his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards, and provided the spouse is not required to pay more than 50% of the single employee insurance premium, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.
- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. For eligibility determination under this provision, an annual Spousal Medical Coverage form shall be

completed by the employee. The Employer reserves the right to verify this information at any time.

- C) Under this provision, the Employer reserves the right to pay spousal medical claims as a secondary payer, but not as the primary payer based on items A and B above
- D) Implementation is required at the spouse's next earliest open enrollment period or qualifying event.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Effective January 1, 2016 paragraphs A – E above shall be void and spousal coverage will be available only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

**Section 8. Dental Insurance.**

The City shall maintain and pay the full premium for the current Dental Insurance package for Bargaining Unit members and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefits

**Section 9. Life Insurance.**

The City will maintain and pay the premium for the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term

of this Agreement. The life insurance benefit shall be maintained at \$25,000 at the Employer's cost.

**Section 10. Health Club Benefit.**

Bargaining Unit members may receive the cost of a Health Club Membership (not to exceed the cost of an Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the Bargaining Unit member does not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

**Section 11. Optimal Employee 125 Health Care Reserve Account.**

An annual payment of two hundred and fifty dollars (\$250) shall be paid to each employee in the first pay period of June in each year of the Collective Bargaining Agreement. The employee shall have the option of keeping the payment or placing the payment or any portion thereof in a 125 health care account.

**Section 12. Health and Safety.**

The Labor Management Committee will represent the OPBA in connection with any compliance concerning the safety of the Bargaining Unit Members in unit. It is the intention of the parties that the Labor Management Committee will work with the command Dispatcher of the safety forces including the Police Chief to eliminate unsafe working conditions.

**ARTICLE 26**  
**PENSION PICK-UP**

**Section 1. City Payment.**

The City shall "pick up" assume, and pay the full amount of the statutorily required contribution of the employees who are members of the P.E.R.S. This "pick-up" is and shall be in lieu of contributions to the P.E.R.S., and the extent thereof, each Bargaining Unit member's salary shall be reduced. This "pick-up" by the City of P.E.R.S. contribution shall be mandatory and no employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the P.E.R.S.

**Section 2. Nontaxable Wages.**

The parties hereto intend that this pension pick-up qualify under Section 414 (h)(2) of the Internal Revenue Code of 1954 so that the amounts contributed there under shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

**ARTICLE 27**  
**VACATIONS**

**Section 1. Amount.**

It is the intent of the parties that this article shall prevail over R.C. 9.44 for employees hired on or after January 1, 2015. Employees who were hired before January 1, 2015, shall continue to receive all rights and benefits of R.C. 9.44. No bargaining unit member hired before January 1, 2015, shall have his vacation service credit reduced as a result of this provision. Each Bargaining Unit member shall be allowed vacation leave with pay in accordance with his length of service on the anniversary date of his employment according to the following schedule:

**Employees hired full-time before January 1, 2015**

<b><u>Length of Full-time Service</u></b>	<b><u>Vacation</u></b>
After completion of 1 year	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days
After completion of 15 years	25 days
After completion of 20 years	30 days

**Employees hired on or after January 1, 2015**

<b><u>Length of Full-time Service</u></b>	<b><u>Vacation</u></b>
After completion of 1 year	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days
After completion of 15 years	25 days

**Section 2. Pay For Unused Vacation Upon Termination.**

A Bargaining Unit member who leaves the employment of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

**Section 3. Use for Sickness.**

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose, may at the request of the employee and within the discretion of the Chief of Police, be charged against vacation leave allowance.

**Section 4. Seniority.**

The Department shall keep records of vacation leave allowance per Section 1 above. The Department shall schedule vacation leave with particular regard to the seniority of employees but also to accord with operational requirements.

**Section 5. Regular Rate of Pay.**

During the vacation period herein provided for, the Bargaining Unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

**Section 6. Sale of Unused Vacation.**

After six full years of service, a Bargaining Unit member may sell, each year, up to five days of vacation time back to the City. After ten full years of service, that number shall be increased to eight days. After seventeen full years of service, that number shall be increased to ten days. Also, after seventeen years of service, a Bargaining Unit member may bank up to fifteen days of vacation per year to be paid at retirement, up to a maximum of sixty days. Employees electing to sell back vacation shall do so by notifying the Chief by November 30 of the year preceding payment being made. Payment will be made as soon as practicable following the request being made.

**Section 7. Restriction of Amount.**

No Bargaining Unit member will be granted more vacation leave, in a calendar year, than the eligible amount of accrual of vacation set out in Section 1, except when the Bargaining Unit member retires or terminates his service with the City.

**Section 8. Individual Vacation Days.**

A Bargaining Unit member, upon request to the immediate supervisor, may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shifts operations. Said requests will not be unreasonably denied.

**Section 9. Vacation Carryover.**

Up to eighty (80) hours of vacation time for each employee may be carried over to the following year, with the approval of the Chief or his designee, provided that circumstances throughout the year make such carry-over necessary.

**ARTICLE 28**  
**SICK LEAVE**

**Section 1. Use and Rate of Accrual.**

Each full time Bargaining Unit member shall earn sick leave at a rate of 4.6 hours for each completed eighty (80) hours of service up to a maximum of 120 hours annually based on a calendar year. Completed hours of service shall include all hours actually worked and all hours of paid leave or paid time off in this Agreement. Compensation received from the Bureau of Workers' Compensation shall not be considered as paid leave or paid time off.

Bargaining Unit members may use sick leave upon approval of the Employer for:

- A. Absence due to illness, injury, diagnosed stress, exposure to contagious disease which could be communicated to other employees;
- B. Illness in the Bargaining Unit member's immediate family, i.e. spouse, children, parents, stepchildren living in the home, mother-in-law or father-in-law;

- C. Examination of the employee or immediate family member where reasonably necessary, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be reasonably scheduled during non-work hours. Mother-in-law and father-in-law shall only be eligible for medical examination under this paragraph C.

In an emergency, the shift commander may give approval, subject to approval of the Chief of Police, for sick leave for other family members.

**Section 2. Reporting.**

When an employee is unable to report to work due to reasons that qualify for sick leave usage, he shall notify his superior, when practicable, of such absence at least two (2) hours before the start of his/her work shift.

**Section 3. Documentation.**

Before an absence may be charged against accumulated sick leave the Bargaining Unit member shall furnish to the Employer a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required or if absence is due to illness for four (4) days, a certificate from a licensed medical practitioner may be required stating the nature of the illness to justify the use of sick leave.

**Section 4. Abuse and Falsification.**

Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Notwithstanding any of the foregoing, if a Bargaining Unit member has three or more incidents of absence in any sixty (60) day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

**Section 5. Employer Required Examinations.**

If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

**Section 6. Accumulation/Minimum Usage.**

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any Bargaining Unit member who has been separated from the City service may be placed to his credit upon his re-employment in the City service, except where the employee has been paid for said sick leave.

**Section 7. Holiday During Sick Leave.**

When one or more of the "Paid Legal Holidays" set forth in Article 16 occurs while a Bargaining Unit member is on approved sick leave, said Bargaining Unit members shall have such "Paid Legal Holiday" as provided for in Article 22.

**Section 8. Payment at Retirement.**

Bargaining Unit members who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for that portion of unused sick leave up to the following level:

- (a) For current Bargaining Unit members, all sick leave hours on credit up to a maximum of 960 hours, and

- Twenty-five percent (25%) of all sick leave hours over 960 hours, up to a maximum of 600 hours (maximum of 150 additional hours paid), or
- (b) Bargaining Unit members hired after January 1, 2000 (i.e., the effective date of this contract) shall be entitled to a maximum of 960 hours or one-fourth of all sick leave on credit, whichever is less.

Said lump sum payment shall be calculated on the basis of the Bargaining Unit member's annual wage on retirement divided by 2,080 multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the effective date of retirement, provided that the Bargaining Unit member has given the City six (6) months advance notice of the date of retirement.

**Section 9. Death/Elective Surgery.**

The death of a Bargaining Unit member shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.

Any sick leave taken for elective surgery or any sick leave improperly used in the three-month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable under paragraphs (a) and (b) above upon retirement.

**Section 10. Lump Sum Restricted.**

Any Bargaining Unit member who has retired and received the lump sum payment for unused sick leave shall not, upon re-employment by the City, again be eligible for the lump sum payment therein provided.

**Section 11. Perfect Attendance Bonus.**

Bargaining Unit members shall be granted one hundred dollars (\$100.00) for every three (3) months prior perfect attendance. Injury on duty leave, death in immediate family, or the Family and Medical Leave Act shall not be considered as a break in the three (3) month period. Any pattern of unexcused absences incurred within one month of earning perfect attendance bonus may result in disciplinary action.

**Section 12. Personal Leave.**

Bargaining Unit members may use two (2), eight (8) consecutive hour, increments of sick leave as personal leave within a calendar year. Except for emergencies or when the Chief of Police or Safety-Service Director waives such requirement, forty-eight (48) hours' notice shall be given for personal leave request. A personal leave request form must be submitted to Management within said time limit. Paid Legal Holidays shall be excluded from use as personal paid leave.

**ARTICLE 29**  
**BEREAVEMENT LEAVE**

**Section 1. Definition.**

Each Bargaining Unit member shall be entitled to a maximum of four (4) days Bereavement Leave for a death occurring to any of the following members of the Bargaining Unit member's family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of the spouse. Each Bargaining Unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or an uncle.

**Section 2. Regular Working Days.**

Four (4) days off for Bereavement Leave shall be paid if the Bargaining Unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the dispatcher's accumulated sick leave.

**Section 3. Additional Leave.**

The four (4) days Bereavement Leave is to be expandable by arrangement with the Chief of Police when four (4) days is not sufficient for the Bargaining Unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the Bargaining Unit member agrees to provide the Chief of Police with the information sufficient for him to make a judgment concerning the need for such extended Bereavement Leave. If the death in the immediate family requires the Bargaining Unit member to travel more than four hundred (400) miles, either the

Chief of Police or the Safety-Service Director may, at the request of the Bargaining Unit member, allow up to two (2) additional work days as Bereavement Leave.

**ARTICLE 30**  
**RESIDENCY**

Bargaining Unit members must maintain their residence in Stark County or a county that is adjacent to Stark County.

**ARTICLE 31**  
**INCOMPATIBLE EMPLOYMENT**

No Bargaining Unit member shall engage in an occupation or outside activity which is incompatible with his employment for the City. A Bargaining Unit member engaged in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and nature of such activity in writing, and the Chief of Police shall determine whether or not such activity is compatible with City employment.

**ARTICLE 32**  
**HEADINGS**

It is agreed that the use of headings before Articles or Sections is for the convenience of the parties only and that no heading shall be used in the interpretation of any Article or Section.

**ARTICLE 33**  
**PERSONNEL FILES**

**Section 1. Personnel Files.**

Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit members shall have access to their records including training, attendance and payroll records, as well as those records maintained as personnel file records, excluded from such access and the definition of public records are internal investigation files.

**Section 2. Employee Review of Personnel Files.**

Every Bargaining Unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any Bargaining Unit member involved in a grievance or

disciplinary matter shall have access at any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit member, and provided that such has been reviewed and approved by the Employer. Approval shall not be unreasonably denied.

**Section 3. Disciplinary Entries.**

All entries of a disciplinary nature shall be maintained solely in the appropriate personnel file. The affected Bargaining Unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

**Section 4. Civilian Review(s).**

When a personnel file has been requested, by anyone, the City will inform the Bargaining Unit member in writing. If such exists, the City will provide the member with any paperwork related to the request.

**ARTICLE 34**  
**SEPARABILITY**

This Agreement is subject to the law of the State of Ohio, with respect to the power, rights, duties and obligation of the City, the Union, and the employees in the Bargaining Unit; and in the event that any provisions of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeals have been taken within the time provided thereof, such provisions shall void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

In the event that an article and/or section of this Agreement is found to be invalid as provided for in Section 1, the parties agree to meet within fourteen (14) days of a request by either party for the purposes of discussing a mutually agreeable alternative replacement provision.

**ARTICLE 35**  
**MINIMUM STAFFING**

There will be a minimum of two (2) fully qualified dispatchers assigned for duty on every shift. A probationary Dispatcher with no prior training who is under the direct supervision of another dispatcher while in a training program with less than 90 days tenure as a dispatcher shall not count towards minimum staffing. The Employer will retain the right to assign Police Officers to Dispatch according to current practice.

**ARTICLE 36**  
**REDUCTION IN FORCE & RECALL**

**Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Alliance Municipal Civil Service Commission governing work force reductions.

**Section 2. Notice.** Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. Upon the request of the OPBA, the City agrees to discuss, with representatives of the OPBA or Association, the impact of the layoff on bargaining unit employees.

**Section 3. Procedure.** Whenever the Employer determines that there exists a lack of work or lack of funds, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by seniority within the affected classification. The employee with the least amount of seniority within the affected classification shall be laid off first or subject to abolishment. In the event that a layoff occurs among full-time dispatchers, as a result of a reduction in force (i.e. layoff or abolishment) in the department, within the affected classification (i.e., dispatcher), the Employer

agrees to first layoff all temporary, seasonal, and part-time employees within the affected classification prior to initiating a layoff of regular full-time employees. Seniority is calculated in accordance with Article 13, Seniority.

However, in any situation where a layoff is not made among full-time dispatchers or in the instance where a full-time dispatcher is to be laid off in connection with the return of another full-time dispatcher to active duty from disability status, the Employer shall not be required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to reducing the affected employee within that classification.

An employee shall remain on the recall list irrespective of whether he accepts or continues any employment with the City.

**Section 4. Recall Rights.** Members on layoff or reduced shall remain on a recall list for three (3) years, and the City shall recall from that list in the reverse order in which members were laid off or reduced, before hiring anyone else in the classification from which members are on layoff. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

## **ARTICLE 37**

### **UNION REPRESENTATION AND MATTERS**

**Section 1. Union Directors.** The Employer recognizes the right of the Union to designate at least two (2) directors and one (1) alternate. The alternate will function in the absence of the Directors. The Employer will not recognize a Director or alternate from outside of the Bargaining Unit.

**Section 2. Union Time.** The two (2) Union Directors and/or one (1) alternate shall be entitled to forty (40) hours of time off in the aggregate for Union business per calendar year, without loss of pay. Union time identified in this section is for Union business and educational events outside the workplace such as Director's Meetings, Executive Board Meetings, Union Seminars, and Top Cops Convention. There shall be a maximum of one (1) bargaining unit members permitted off on union time under this section on any given shift.

**Section 3. Union Activity.** Representatives of the Union shall be afforded reasonable time during regular duty hours for responsibilities with the City, including negotiations, processing grievances, investigating grievances, meetings, and administration and enforcement of this agreement, without loss of pay or Union time. However, it is understood that these activities will not interfere with the normal operations of the Employer. The representative must request from his/her supervisor, the time, prior to taking any time to investigate or present a grievance. Such request for time will not be unreasonably denied.

**Section 4. Right to Representation.** The Employer recognizes the right of any Bargaining Unit employee to request the presence of a Director and/or legal representation during any investigatory interview which could lead to discipline. Once an employee has requested a Director and/or legal representation, the employee will be given a reasonable amount of time to obtain representation.

ARTICLE 38

TERM OF AGREEMENT AND EXECUTION

Section 1.

This Agreement shall be effective from January 1, 2014 through December 31, 2016 and shall continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other and upon the State Employment Relations Board not less than sixty (60) days prior to the expiration date.

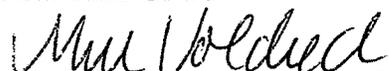
Agreed by the Parties this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE CITY:



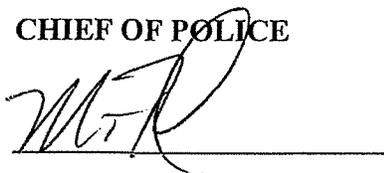
W. JOHN GROSS MICHAEL DREGER  
SAFETY-SERVICE DIRECTOR

FOR THE UNION:

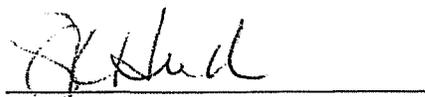


FOR THE O.P.B.A.

CHIEF OF POLICE



FOR THE BARGAINING UNIT



**APPENDIX A**  
**LUMP SUM PAYMENT**

Within thirty (30) days of the execution of this Agreement, all bargaining unit members employed as of the ratification date of the Agreement shall receive a lump sum payment of seven hundred fifty dollars (\$750.00).

**APPENDIX B**  
**INSURANCE COMMITTEE COMPOSITION**

Notwithstanding the language contained in Article 21, Section 5, that states as follows:

“The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives.”

The Employer agrees that the number of representatives that it designates to the committee shall always be either two (2) or three (3) individuals less than the total number of represented bargaining units participating in the committee at that time, whichever produces an odd number. For example, if the committee has seven (7) bargaining units participating and one (1) non-bargaining unit employee, the Employer number will be three (3) representatives in order to maintain an odd number (four [4] less than the number of bargaining units represented).

**APPENDIX C**  
**HEALTH INSURANCE BENEFITS**

Pending the creation of the City Health Insurance Committee and the participation by a majority of the City Bargaining Units in that committee, the Employer shall continue coverage at these benefit levels. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

<b>MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES</b>		
<b>AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE</b>		
<b>ITEM</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
Deductibles	Individual \$250 Family \$500	Individual \$500 Family \$1000
Maximum Out-of-Pocket Coinsurance Amount Per Calendar Year	Individual \$500 Family \$1000	Individual \$1000 Family \$2000
Hospital Expense	90%	70% of R & C
Outpatient Services	90%	70% of R & C
Physician Services (e.g. Office Services)	\$15.00 Co-Pay	70% after Deductible
Prescription Drugs All Within Network Up to 30 Day Supply	<ul style="list-style-type: none"> <li>• Generic = \$8 Co-Pay</li> <li>• Preferred Brand or Formulary = \$15 Co-Pay</li> <li>• Non-Preferred Brand or Non-Formulary = \$25 Co-Pay</li> </ul>	Not Available
Mail Order Prescription Drugs All Within Network and Up to 90 Day Supply	Two Co-pays for Up to a 90 Day Supply (i.e. 2 for 3) All Within Network	