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**COLLECTIVE BARGAINING AGREEMENT**

between the

**CITY OF MACEDONIA**

and the

**FRATERNAL ORDER OF POLICE**

**OHIO LABOR COUNCIL, INC.**

**(SERGEANTS)**

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

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**ARTICLE 1: PREAMBLE**

*Section 1.01*

This agreement is hereby entered into by and between the City of Macedonia, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", or "employee".

**ARTICLE 2: PURPOSE AND INTENT**

*Section 2.01*

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B) To promote fair and reasonable working conditions;
- C) To promote individual efficiency and service to the citizens of the City of Macedonia, Ohio;
- D) To avoid interruption or interference with the efficient operation of the Employers business;  
and
- E) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3: RECOGNITION**

*Section 3.01*

The Employer hereby recognizes the F.O.P. Ohio Labor Council Inc., as the sole and exclusive bargaining agent with the respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the positions of Sergeant, excluding all part time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from this bargaining unit.

**ARTICLE 4: CONFORMITY TO LAW**

*Section 4.01*

Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

*Section 4.02*

Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

*Section 4.03*

This Agreement may not be amended during its term except by mutual agreement, any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**ARTICLE 5: NON-DISCRIMINATION**

*Section 5.01*

Neither the City, its agents, agencies, or officials nor the Labor Council or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation or for the purpose of evading the spirit of this Agreement. The City and the Labor Council agree not to interfere with the desire of any person to become or remain a member of the Fraternal Order of Police and/or Labor Council.

**ARTICLE 6: MANAGEMENT RIGHTS**

*Section 6.01*

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117. of the Ohio Revised Code impairs the right and responsibility of each public employer to:

- A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer standards of services, its overall budget, utilization of technology, and organizational structure;
- B) Direct, supervise, evaluate, or hire employees;
- C) Maintain and improve the efficiency and effectiveness of governmental operations;
- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E) To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the employer as a unit of government;
- H) Effectively manage the work force;

- l) Take actions to carry out the mission of the public employer as a governmental unit.

*Section 6.02*

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A Public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**ARTICLE 7: UNION LEAVE**

*Section 7.01*

Two (2) delegates appointed by the F.O.P., Labor Council Inc. shall be granted time off with no loss of pay to a total of two (2) days off, one each, per year, in order to participate in their F.O.P. functions including:

1. Attendance at conventions
2. Attendance at conferences
3. Attendance at seminars

*Section 7.02*

One (1) delegate elected by the F.O.P./O.L.C. membership shall receive one (1) day to attend the State conference for the F.O.P. Ohio Labor Council Inc.

*Section 7.03*

The parties recognize that it may be necessary for an employee representative of the F.O.P./O.L.C. to leave a normal work assignment while acting in the capacity of an employee representative. The F.O.P./O.L.C. recognizes the operational needs of the employer and will cooperate to minimize time away from work. Before leaving an assignment pursuant to this section, the representative must obtain written approval from the officer in charge of the shift. The Employer will compensate the representative at the normal rate of pay for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present. The processing of grievances shall not include the investigation of grievances. Any request for an employee representative presence shall not be unreasonably denied.

*Section 7.04*

The bargaining unit members may use holiday, or vacation days for any additional time required and such request for time off must be presented to the Chief of Police and Safety Director/Mayor 30 days prior to the time off. Requests for time off shall not be unreasonably denied.

## **ARTICLE 8: GRIEVANCE AND DISCIPLINARY PROCEDURE**

### *Section 8.01*

A grievance is a dispute or controversy arising from the alleged misapplication or interpretation of this agreement. A grievance is not incident-specific, it is solely interpretive of this agreement, and not subject to the management rights defined under ORC 4117.08.

### *Section 8.02*

Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

### *Section 8.03*

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

### *Section 8.04*

Should the Administration fail to comply with the time limits herein the member or the Ohio Labor Council may proceed immediately to the next step. Should the member or O.L.C. fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement.

### *Section 8.05*

The following procedure shall be utilized when a grievance is initiated by a member or the Ohio Labor Council.

#### STEP 1:

A grievance must be presented orally to the Lieutenant within five (5) days of the occurrence or five (5) days after the occurrence has become known to the grievant. The Lieutenant shall have five (5) days following such presentation to submit his oral response. The member shall be accompanied by a Ohio Labor Council representative if he so requests.

#### STEP 2:

If the grievance is not settled by STEP 1, the O.L.C. or the member may reduce the grievance to writing. The written grievance must be presented to the Lieutenant within five (5) days after receipt of the STEP 1 answer. The Lieutenant shall reply in writing within five (5) days after receipt of the written grievance.

STEP 3:

If the grievance is not settled at STEP 2, the member or the O.L.C. may appeal, in writing, to the Chief of Police. Such an appeal must be submitted within seven (7) days after the receipt of the STEP 2 reply. The Chief shall meet within fourteen (14) days with the member, "and his representative if requested", to attempt to resolve the grievance. The Chief shall reply to the member in writing within five (5) days following such meeting.

STEP 4:

If the grievance is not settled at STEP 3, the member or the O.L.C. may appeal, in writing, to the Mayor/Safety Director. Such an appeal must be submitted within seven (7) days after the receipt of the STEP 3 reply. The Mayor/Safety Director shall meet within fourteen (14) days with the member, "and his representative if requested", to attempt to resolve the grievance. The Mayor/Safety Director shall reply to the member in writing within five (5) days following such meeting.

STEP 5:

If the grievance is not settled by STEP 4, the Labor Council may within ten (10) days after the decision of the Mayor/Safety Director, submit the grievance to arbitration.

*Section 8.06 - Arbitration*

The parties shall within ten (10) days following the above certification, select an arbitrator by mutual agreement, or in the absence of such mutual agreement the parties shall request a list of seven (7) qualified arbitrators from The Federal Mediation and Conciliation Services and shall meet to select a single arbitrator by striking from such a list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the winner of the flip of a coin.

*Section 8.07 – Hearing Time*

The Arbitrator shall schedule a hearing within thirty (30) days from his notification of selection or as soon thereafter as possible to be held at a time and place convenient to the parties.

*8.08 – Jurisdiction*

The Arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this agreement, and have no power to add, detract from or alter in any way, the provisions of this agreement.

*Section 8.09 – Binding Effect*

The finding of the arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

*Section 8.10 – Assignment of Cost*

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**ARTICLE 8–A: DISCIPLINARY PROCEDURE**

*Section 8A.01*

All disciplinary actions including oral or written reprimands, suspensions, demotions, or any reduction in pay, rank or status and removals are hereby made subject to the grievance procedure beginning at STEP 4.

*Section 8A.02*

Disciplinary forms will be incorporated in the grievance form utilizing the same procedure as the grievance procedure.

*Section 8A.03*

The bargaining unit member may not be disciplined without just cause.

*Section 8A.04*

Should the disposition of the disciplinary action taken not be resolved at STEP 4 of the grievance procedure, either party, may within (10) days after the decision of the Mayor or his designee, certify in writing to the other party its intent to submit the disciplinary action taken to arbitration.

*Section 8A.05*

The employee and the employer are subject solely to the grievance procedure and binding arbitration of this Labor Agreement, and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive and determine any appeals relating to disciplinary action that were subject of a final and binding grievance procedure in accordance with ORC 4117.10(A).

**ARTICLE 9: LABOR MANAGEMENT COMMITTEE**

*Section 9.01*

In the interest of sound Labor-Management relations, the Mayor/Safety Director and/or his designee may meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

## **ARTICLE 10: BULLETIN BOARDS**

### *Section 10.01*

Bulletin Boards as are presently provided, and as may be installed in the future by the City, may be used by the Lodge for posting notices of the following types:

- A. Recreational and Social Events.
- B. Election and Election Results.
- C. General Membership Meetings, and other related business meetings.
- D. General Lodge Business of interest to employees.
- E. F.O.P. Ohio Labor Council Correspondence.

## **ARTICLE 11: SENIORITY**

### *Section 11.01*

Seniority shall be determined by continuous service in the Macedonia Police Department within rank classification, calculated from the employee's date of appointment as a Sergeant. If two (2) or more Sergeants have the same date of appointment, the Sergeant ranking highest on the Civil Service eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

## **ARTICLE 12: DUES DEDUCTION AND FAIR SHARE FEE**

### *Section 12.01*

The Employer shall deduct F.O.P. initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be from the employee's paycheck of each month. If the employees pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next check, providing the employee will be working during that subsequent pay period.

### *Section 12.02*

All Employees covered by this agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the Employer, and have not become Union members, shall pay a "fair share fee", not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

### *Section 12.03*

The Employer will supply to the F.O.P. Ohio Labor Council, a list of all employees for whom deductions have

been made and it will be transmitted along with the amount of deducted dues to the F.O.P. Ohio Labor Council at 222 East Town Street, Columbus, Ohio 43215. Dues shall be paid to the F.O.P./O.L.C. in the first week of each month.

*Section 12.04*

Any unit member of, and adheres to, established and traditional tenets and teaching of a bona fide religion or religious body which has historically held conscientious to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support any employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employees Relations Board, and if the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization, the employee shall be required, in lieu of the "Fair Share Fee" to a non-religious charitable fund exempt from taxation under section 501 (c)(3) of the Internal Revenue Code mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a "Fair Share Fee". The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

*Section 12.05*

The F.O.P. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and shall indemnify the Employer for any such liabilities or damages that may arise.

**ARTICLE 13: PREVAILING RIGHTS**

*Section 13.01*

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued, as long as the modification(s) and discontinuance(s) do not conflict with this labor agreement.

**ARTICLE 14: PENSION PICK-UP**

*Section 14.01*

The Employer shall deduct the employee's Police Pension contribution from the gross earnings of the

employee, and said adjusted gross income will become subject to the tax deductions.

## **ARTICLE 15: TRANSPORTATION**

### *Section 15.01*

Officers living within the Macedonia City limits shall be picked up by an on duty officer for the purposes of relief and shift change. The police cruiser shall remain in full service while in route to and from the relief officer.

## **ARTICLE 16: HOURS OF WORK AND OVER TIME**

### *Section 16.01*

Overtime rates of pay shall be paid to any employee who in a scheduled workday works in excess of their scheduled shift. Or if an employee works an excess of eighty (80) hours for a two week pay period.

### *Section 16.02*

Holidays, Vacation Days, Sick Leave, compensatory time, or any approved leave shall be considered as time worked for the purposes of computing overtime.

### *Section 16.03*

An employee working in excess of their scheduled shift shall be compensated at a rate of one and one half (1½) times his base rate of pay for all overtime worked. Overtime shall be calculated in one fourth (¼) hour increments. Any employee working in excess of eighty (80) hours in any two week pay period shall be compensated at the rate of one and one-half (1½) times his base rate for all overtime worked.

### *Section 16.04*

An employee may elect to receive compensatory time instead of paid overtime. Such compensatory time may be accumulated to a maximum of one hundred and sixty (160) hours. Should the employee exceed the maximum accumulation the City shall pay for the excessive hours. Compensatory time shall be received as one and one half (1 ½) hours for every hour worked as over time. Request of compensatory time off is at the discretion of the employee, and such request shall be approved by the Chief of Police or his designee then forwarded to the Safety Director/Mayor. Calculation of time, shall be as defined the same as overtime pay in one fourth (¼) of an hour increments. Employees may elect to "cash out" accumulated compensatory time during the second payroll of each month.

### *Section 16.05*

Overtime shall be voluntary and not required except in situations which are deemed an emergency by the Chief or his designee. Once an overtime assignment is accepted, it shall be considered part of the employees normal and regular work assignment, except that inability to work based on illness shall not require the

employee to use sick leave.

*Section 16.06*

Bargaining unit members shall receive the first choice to work unscheduled overtime. Unscheduled overtime shall be any work arising after the regular schedule is posted that is deemed necessary by the Chief of Police or his designee. Priority will be given to the off-duty team that works the same shift where the unscheduled overtime occurs, before going to the opposite shift. Calls will be made in order of seniority on each shift. Should the most senior member refuse the overtime, it will be ordered to the next senior member and so on, until the shift is filled. Only after a reasonable attempt to contact all full-time bargaining unit members qualified to serve as a patrol officer, in the order of sergeant's then patrolman, will the Chief or his designee select a part-time employee to work unscheduled overtime. No officer shall be permitted to work beyond sixteen (16) hours unless of course a critical situation has occurred necessitating such action.

*Section 16.07*

The Chief of Police or his designee has the authority to waive provisions in section 16.06 in the event of an emergency.

**ARTICLE 17: VACATION**

*Section 17.01 - Vacation Leave Earned*

The City shall provide regular, full-time employees annual vacation leave with pay. Length of vacation shall be as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
less than 1 year continuous	0 hours
1 but less than 6	80 hours
6 but less than 11	120 hours
11 but less than 16	160 hours
16 years or more	200 hours

*Section 17.02 - Anniversary Date - Vacation Schedules*

Except as hereafter provided, vacation time earned on an anniversary date may be taken, subject to approvals, anytime during the calendar year, before or after the anniversary date. However, no vacation time can be taken until after one year of continuous service; unless the anniversary date falls in the last quarter of the calendar year, the vacation time may be taken, subject to approvals, anytime in the last quarter.

*Section 17.03 - Split Vacations*

Vacations may be split, however it shall be done only with the permission of Chief of Police or of the Mayor/Safety Director.

*Section 17.04 - Accumulation*

Vacations are not cumulative and shall not be postponed until the following year unless there have been exceptional circumstances which caused postponement. The employee may carry over (1) one week of vacation and such carry over must be used in the succeeding year. Such request shall be made in writing to the Chief of Police before December 1, of the calendar year and after the Chief's approval the request will be submitted to the Safety Director/Mayor for final approval.

*Section 17.05 - Separation from Service*

Upon separation from service, an employee shall be entitled to compensation for any earned but unused vacation leave to his credit at the time of separation. This does not apply to those employees who have less than one year of service.

*Section 17.06 - Transfer of Vacation*

Employees intending to transfer from one department to another, must use their current and extended vacation leave before the effective date of their transfer, unless the new department head is willing to accept the transfer of vacation leave.

*Section 17.07 - Vacation Pay in Case of Death*

In case of death of an employee, the approved extended and current vacation leave earned, shall be disbursed in accordance with the schedule in subsection (.01) hereof.

*Section 17.08 - Planning of Vacations*

- A) Vacations should be planned as far in advance as possible so as not to interfere with the efficient operation of the division. Allowing for the principle of the scheduling needs of the department, the Chief of Police shall accept each employee's request of vacation leave dates, proceeding on the basis of seniority within rank.
- B) An exception to vacation approval for seniority, shall be that a one (1) day vacation request shall not supersede a vacation request of two (2) or more days off as vacation time. Vacation time requests shall supersede all other leave requests.
- C) Said vacation dates shall not be changed unless by mutual agreement of both parties.

Emergency situations as determined by the Chief of Police are exempt under the intent of this section. If due to an emergency, vacation leave is denied to an employee, such days may be re-scheduled during the vacation year by mutual agreement of the parties. If the mutual agreement is not obtained, said unrescheduled days may be carried over to the following year.

*Section 17.09 - Record of Vacation Leave*

A record shall be maintained by the Director of Finance with a copy to the department head for each employee showing days earned, days used, and balance available for vacation leave.

*Section 17.10 - Anniversary Date - Years of Service*

"Anniversary Date" means the date an employee began full-time service on or after June 12, 1962. It is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for a significant period of time except due to an injury sustained in connection with his employment, (e.g. on leave of absence) the following anniversary date should be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or reemployment shall constitute a new anniversary date.

*Section 17.11*

After fifteen (15) years of service an employee may bank one (1) week of vacation. Employees previously grandfathered may bank one (1) week of vacation accumulation up to nine (9) weeks total. The payment of this banked vacation shall be based on the employees' retirement rate of pay and is above and beyond any earned but unused vacation leave to his/her credit at the time of retirement. An employee shall give the City six (6) months notice of her/his intention to retire.

**ARTICLE 18: HOLIDAYS**

*Section 18.01*

The below listed are designated as paid holidays for all full time employees:

HOLIDAYS

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day

6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Employee's Birthday
13. Personal Day

*Section 18.02 - Holiday Pay During Sick Leave*

If a holiday occurs during a period that the employee is on sick leave, no sick leave time will be charged for that day. Employees must be eligible for compensation for the regular working day preceding and following a holiday in order to qualify for holiday pay.

*Section 18.03 - Holiday Pay on Vacation*

Employees shall be paid for a holiday as designated herein at their normal rate of pay when they are receiving their vacation leave. A vacation day shall not be deducted on said holiday.

*Section 18.04 - Working a Paid Holiday*

Employees required to work on a holiday as designated in Section 18.01 (with the exception of the Day after Thanksgiving, Employee's Birthday, and the Personal Day), shall have the option be paid at one and one-half (1 ½) times their rate of pay, or receive holiday bank time at the rate of one and one-half (1 ½) their rate of pay. In addition, the employee shall receive eight (8) hours of holiday compensatory time to be taken at another date. The employee may elect to cash in the holiday bank time at the applicable hourly rate, i.e., the employee may receive eight (8) hours of pay in lieu of holiday bank time off. This election must be made within the pay period that working a premium holiday occurs. If the employee does not make the election, the time automatically becomes a floating holiday. Such request shall be granted at the discretion of the employer, but shall not be unreasonably denied.

*Section 18.05 - Holiday Time Off*

Any member wanting holiday time off will first seek permission from the Chief or his designee.

Section 18.06

When a member's entire regularly scheduled 12 -hour work day falls on one of the holidays listed in Section 18.01 (with the exception of the employee's birthday and personal day), the member shall be entitled to an additional four (4) hours holiday time on that holiday. Effective 1-1-11, all bargaining unit members shall

receive an additional eight (8) hours credited to their holiday time bank in lieu of the above section.

*Section 18.07 - Cancellation*

The Safety Director/Mayor or his/her designee has the right in time of strike or other emergency to suspend or postpone holiday and off duty time. Any cancellation of holiday time off in the second half of a year and the holiday can't be rescheduled by the end of a year, shall allow the member to carry such holiday to the following year. Such carryover must be scheduled the first quarter of the following year.

**ARTICLE 19: SICK LEAVE**

*Section 19.01 - Sick Leave Accumulation*

Sick leave with pay shall accrue at the rate of 4.62 hours of leave for each pay period. Accrued but unused sick leave credits will be carried forth each year and such accumulation shall be unlimited.

*Section 19.02 - Sick Leave Credits When Off Duty*

Employees absent from work on regular holidays, vacation, disability arising from injuries sustained during the course of their employment, or special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence.

*Section 19.03 - Qualifications for Sick Leave*

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- A. Personal illness, injury or pregnancy related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-working hours.
- D. Illness, injury or pregnancy related conditions of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. . For the purpose of this Article, immediate family is defined to include: spouse, parent, parent-in-law, step parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law (spouse's sibling or sibling's spouse, aunt or uncle)
- E. Examination, including medical, psychological, dental or optical examination of a member of

the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

*Section 19.04 - Notification/Approval of Sick Leave*

- A. Notice required. An employee not reporting for work on account of any of the reasons stated above shall inform his superior of the fact and reason thereof as soon as possible and prior to the time the work period begins.
- B. Application on special form. Before any payment is made pursuant to the provisions of this section, the employee shall make written application thereof on forms to be furnished by the City.
- C. Doctor's certificate may be required. Sick leave pay or disability leave in excess of 24 hours shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented him from performing the duties of his position. If the illness or physical incapacity continues more than seven (7) days, periodic reports by the physician may be required at the city's discretion. If the illness or incapacity is of sufficient duration, the City may require, as a condition of reemployment, a physician's statement certifying that the employee is physically able to return to work.

*Section 19.05 - When Earned Sick Leave is Exhausted.*

Whenever absence chargeable to sick leave exceeds the amount earned and authorized, the pay of an employee shall be discontinued until he returns to work. However, an employee with vacation to his credit may, upon request, use all or any part of his vacation credit as sick leave with pay.

*Section 19.06 - Illness or Injury While Off Duty*

If an employee becomes ill or injured while on vacation or holiday, he may, by written request and by complying with and qualify under the provisions of subsection .03 hereof, have his vacation status changed to sick leave for the duration of such illness or injury providing he does not exceed his sick leave credit.

*Section 19.07 - Reemployment Credit*

An employee, who is laid off from his position for reasons which do not discredit him and, if reappointed, may have available any unused sick leave existing at the time of his lay-off, as allowable by law.

*Section 19.08*

An employee at the time of retirement or disability retirement from active service with the Municipality, or at his

death, shall be paid, in cash, fifty percent (50%) of the value of his accrued but unused sick leave credit to a limit of a maximum of 620 hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death, and shall be made only once to an employee or his heirs.

*Section 19.09 - Abuse of Sick Leave - Unexcused Absence*

Any abuse of sick leave shall be grounds for disciplinary action.

*Section 19.10 - Sick Time Incentive*

Any employee who does not use any sick leave within a calendar quarter, shall receive eight (8) hours of compensatory time for that quarter.

*Section 19.11 - Sick Leave Carryover Options*

With approval of the Mayor an employee may elect one of the following options with respect to sick leave credit of over 960 hours remaining at the end of a year.

1. Carry forward the balance.
2. Receive a cash benefit. The cash benefit shall equal .4 hour of the employee's base rate of pay for every hour of unused credit that is converted. The balance of unused sick leave shall not go below the 960 hour limit. The maximum number of hours which can be "cashed out" will not exceed 150 hours per year.
3. Carry forward a portion of the balance and receive a cash benefit for the remainder. The cash benefit shall be calculated in the same manner as specified in Section 2.
4. The Mayor shall establish the procedures to allow employees to indicate the option that will be selected. Included within the procedures shall be the final date by which notification is to be made to the Mayor concerning the option selected. Failure to comply with the date will result in the automatic carry forward of unused balances.
5. Cash benefits will be paid the same pay period that includes the last day of December.
6. Balances carried forward are excluded from further cash benefits provided under this section.
7. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

*Section 19.12*

An employee who has accumulated sick leave, may at his/her discretion, donate sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time, before using any donated sick hours. Hours will be converted by dividing the donor's wage by the recipient's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

**ARTICLE 20: INJURY LEAVE**

*Section 20.01*

When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety calendar days, providing he files for Workers Compensation and signs a waiver, assigning to the Employer those sums of money (temporary total benefits) the employee would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

*Section 20.02*

The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

*Section 20.03*

An employee who is absent because of an injury/illness may return to work (providing the treating physician permits such return) to a light duty status (providing light duty exists) and working for his/her regular rate of pay. The decision for light duty status shall be made by the Chief of Police or his designee.

**ARTICLE 21: BEREAVEMENT LEAVE**

*Section 21.01*

An employee shall be paid for up to 24 work hours bereavement leave to attend a funeral of an immediate family member. This leave shall not be charged to the accumulated sick leave of the employee. The Chief of Police may request the proof of death and relationship of the deceased.

*Section 21.02 - Immediate Family*

For the purpose of this Article the immediate family is defined to include spouse, parent, parent-in-law, step parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half brother, half sister, sister-in-law, brother-in-law, (spouses sibling or siblings spouse), Aunt or Uncle.

*Section 21.03*

Upon approval of the Chief of Police and Safety Director/Mayor, bereavement leave in excess of 24 work hours may be charged to an employees accrued sick leave balance, bereavement leave in excess of 24 work hours not charged to the employees accrued sick leave balance shall be counted as leave without pay.

**ARTICLE 22: COURT OR CALL OUT TIME**

*Section 22.01*

Whenever it is necessary for an off-duty officer to appear in Mayor's Court, or any other official court, or an administrative agency, on matters pertaining to, or arising from, police business, or to appear at a prosecutor's request for a pre-trial conference, or is called out to work for any reason, excluding attendance for departmental meetings, the officer shall receive a minimum of three (3) hours pay for such appearances. Whenever it is necessary for an off duty officer to attend any departmental meetings, the officer shall receive a minimum of two and one-half (2½) hours pay. This provision does not apply to departmental meetings called contiguous to the employee's scheduled work shift.

*Section 22.02*

For said call-out time or court time the employee shall receive the overtime rate of one and one half (1 ½) times the normal rate of pay received by the employee.

**ARTICLE 23: WAGES**

*Section 23.01*

Differential between the top paid Sergeant and the top paid Police Patrol Officer shall be no less than 13%.

*Section 23.02*

Starting Sergeants shall be paid no less than 5% more than the top paid Police Patrol Officer.

*Section 23.03*

After one year of service as a Sergeant, he/she shall be paid no less than 7.5% more than a top paid Police Patrol Officer.

*Section 23.04*

Sergeants shall be paid per the following pay scale provided it does not conflict with the provisions of Section

23.01, Section 23.02, or Section 23.03.

<u>SERGEANTS:</u>	Jan.1, 2014	Jan. 1, 2015
Start	\$66,839.85	\$68,177.55
After 1st Year	\$68,431.28	\$69,800.83
After 24 Months	\$71,932.41	\$73,372.03

*Section 23.05*

Firearms Qualification – Each employee shall receive a firearms qualification payment of two thousand two hundred fifty dollars (\$2,250) annually. This shall be paid in two equal payments (a separate check will be issued) concurrent with the first pay of June and December. New hires and employees who have resigned, retired, or disability retired shall receive a prorated payment.

*Section 23.06*

Bargaining Unit members permanently assigned to work between the hours of 6pm and 6am shall receive one dollar fifty cents (\$1.50) per hour in addition to their base rate of pay.

**ARTICLE 24: LONGEVITY**

*Section 24.01*

All full-time employees of the City of Macedonia shall receive a longevity stipend for his/her years of service in accordance with the following schedule:

<u>YEARS OF SERVICE:</u>	<u>STIPEND:</u>
3	\$400
4	450
5	500
6	550
7	600
8	650
9	700
10	1,000
11	1,000
12	1,000
13	1,000
14	1,000
15	1,250
16	1,250
17	1,250

18	1,250
19	1,250
20	1,500
21	1,500
22	1,500
23	1,500
24	1,500
25	1,750
26	1,750
27	1,750
28	1,750
29	1,750
30+	2,000

*Section 24.02*

After an employee has reached the anniversary date of full-time employment, he is eligible to receive longevity payments. Such payment shall be made on the payroll following the anniversary date.

*Section 24.03*

Any full-time employee leaving for retirement shall receive the pro-rated portion of their longevity payment based upon the date of leaving.

**ARTICLE 25: UNIFORM ALLOWANCE**

*Section 25.01*

That each member of the bargaining unit is entitled to an annual allowance of \$1,050.00 in payment for necessary uniforms or parts thereof, each year of the labor agreement. Payment shall be in a separate check issued in April and October each year. Employee must be actively employed by the city at the time of payment to be eligible.

*Section 25.02*

Bargaining unit member shall be permitted to use their clothing allowance to make a one time purchase of an authorized departmental duty firearm.

*Section 25.03*

The uniform allowance not used within each year may be carried over and added to the yearly allowance. There shall be a limited accumulation of twelve hundred (\$1,200) dollars to any employees uniform account.

*Section 25.04*

Every six (6) years or upon expiration of the manufacturer's warranty the City will pay 100% of the cost of a

protective vest not to exceed \$800.00 of the total cost for any employee of the Police Department. The employer may at its discretion require the employee to wear the protective vest.

## **ARTICLE 26: SPECIAL LEAVE**

### *Section 26.01*

Leave without pay for personal reasons may be granted by the Chief of Police and Safety Director/Mayor upon request for periods not in excess of ninety (90) calendar days.

### *Section 26.02*

Employees absent due to illness may request such special leave upon expiration of sick leave.

### *Section 26.03*

Special sick leave may be renewed or extended beyond ninety (90) days by approval of the Chief of Police and the Safety Director/Mayor. Upon return from special leave, the employee shall be reinstated to his former position in the department.

### *Section 26.04*

Utilization of unused vacation time, sick time or compensatory may be required and subject to approval of leave without pay. Denial of such leave shall be at the discretion of the Chief of Police and the Safety Director/Mayor.

### *Section 26.05*

If the above is granted by the Chief of Police, seniority shall not continue for the period of time the employee is on an unpaid leave, but the leave shall not be considered as a break in service. The continuation of benefits for the unpaid leave shall be at the discretion of the Safety Director/Mayor.

### *Section 26.06 - Family and Medical Leave*

The City and Union agree and acknowledge that the provision of the Family and Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and Union will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the Federal agency enforcing the FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

Where an employee who is eligible for leave under FMLA, has 40 hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining sick leave.

**ARTICLE 27: LAY OFFS AND RESTORATION**

*Section 27.01*

Pursuant to the Ohio Collective Bargaining Law, ORC 4117.08 this is strictly a management right and is excluded from collective bargaining.

*Section 27.02*

All lay-offs and restorations shall be in accordance with ORC 124.

**ARTICLE 28: NO STRIKE AND NO LOCK-OUT**

*Section 28.01*

In recognition that the services provided by the employees are essential to the public health, safety and welfare there shall be no interruption of employees work for any cause whatsoever, nor shall there be any work slowdown or other interference with said public services.

*Section 28.02*

In the event that any employee is engaged in any violation of section .01, of this Article, the F.O.P./O.L.C. shall upon notification by the City, immediately order such employee or employees to resume normal work activities. If the F.O.P./O.L.C. carries out its obligations under this section in good faith and has neither authorized or ratified such action, it shall have no liability for such action.

*Section 28.03*

The city shall not engage in a lockout of the bargaining unit members of the City Police Department.

**ARTICLE 29: REIMBURSEMENT OF DAMAGES**

*Section 29.01*

If in performing his/her duty as a police officer, such officer should suffer damage to his eyeglasses, wrist watch, dentures or similar type items, a proof of loss shall be made in writing to the Chief of Police then forwarded to the Safety Director/Mayor. Upon approval the police officer shall be reimbursed for said damages but such payment shall not exceed two hundred and fifty (\$250). The City shall be entitled to right of subrogation.

*Section 29.02*

Should the City receive any money for purposes of reimbursement for damages to the employees property, all money received for restitution shall be paid the employee.

*Section 29.03*

The reimbursement of damages shall be made within sixty (60) days from the date the written request was

given to the Chief of Police.

## **ARTICLE 30: INSURANCE**

### *Section 30.01*

Effective January 1, 2014, the city's contribution for employee health insurance premium shall be 95% of the total monthly premium. Effective January 1, 2015 the city's contribution for employee health insurance premium shall be 95% of the total monthly premium for employees who have obtained gold or platinum status in the vitality wellness program the preceding year. Effective January 1, 2015, the city's contribution for employee health insurance premium shall be 90% of the total monthly premium for employees who have not obtained at least gold status in the vitality wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll.

### *Section 30.02*

Each bargaining unit shall appoint up to 2 representatives to the Health Care Cost Containment Committee. The City shall appoint up to 2 representatives for non-union employees (not including support staff required for facilitating the work of the committee). In addition, the Mayor and up to 2 members of council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review cost associated with all medical insurance policies and identify methods for controlling costs.

### *Section 30.03*

The Employer shall provide life insurance in the amount of \$25,000.00 per employee.

### *Section 30.04*

The City shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the finance department to pay the entire monthly premium five days prior to the start of the month. Failure to do so will result in termination of city provided health care benefits and a notice of COBRA shall be issued.

### *Section 30.05*

In exchange for an increased annual dental maximum of \$1,500, employee deductions for single dental coverage will be \$1.00 per pay and employee deductions for family coverage will be \$2.50 per pay.

## **ARTICLE 31: DRUG FREE WORKPLACE**

### *Section 31.01*

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training. The Drug Free Committee shall meet at least annually to review the Drug Free Workplace program.

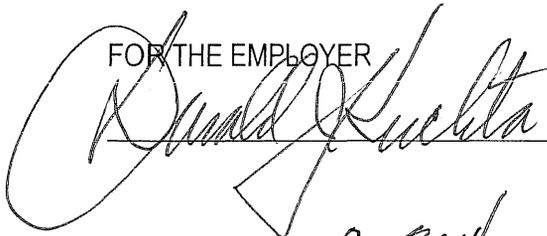
**SIGNING PAGE**

The parties agree, that this Agreement shall be effective January 1, 2014 and shall continue to be in force and effect until December 31, 2016. The parties also agree that this Agreement shall continue to remain in force and effect until a succeeding agreement has been negotiated.

Both parties agree to re-open negotiations for wages only, Article 23.4, for 2016, at least sixty (60) days, but not more than ninety (90) days, prior to December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 19th day of December, 2013.

FOR THE EMPLOYER

  
\_\_\_\_\_  
1-7-2014  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
1-8-14  
\_\_\_\_\_