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**A COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF EAST LIVERPOOL, OHIO**

**AND**



**EAST LIVERPOOL FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.  
LODGE NO. 29**

**CAPTAINS**

**EFFECTIVE: April 1, 2014  
EXPIRES: March 31, 2017**

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## PREAMBLE

**Section 1.** This agreement is made, entered into, concluded, and finally executed in the City of East Liverpool, County of Columbiana, State of Ohio, by and between the City of East Liverpool, hereinafter called "City" or "Employer," and the Fraternal Order of Police (FOP), Ohio Labor Council (OLC) Inc., hereinafter called "Union" or "FOP/OLC."

## ARTICLE 1 RECOGNITION

**Section 1.** The Fraternal Order of Police (FOP), Ohio Labor Council (OLC) Inc. is recognized as the exclusive representative (bargaining agent) for a bargaining unit consisting of all employees in the following classifications as set forth below:

### Bargaining Unit A

All Full-Time Captains (Case No. 93-REP-08-01 5 1)

**Section 2.** Excluded from the bargaining unit shall be the Chief of Police and any positions/classifications not specifically set forth under the respective unit above.

**Section 3.** Whenever a new job classification is created within the Department of Police by the Employer, the recognition status of such classification shall be discussed with the FOP/OLC within thirty (30) days of the establishment of the new job classification. Should the Employer and the FOP/OLC fail to agree on the inclusion or exclusion of the new classification within a bargaining unit within sixty (60) days of the establishment of the classification, either or both parties may petition the State Employment Relations Board (SERB) for a unit clarification.

Such petition must be filed not later than fourteen (14) calendar days following the expiration of the sixty (60) day time period cited herein.

## ARTICLE 2 STRIKES AND LOCKOUTS

**Section 1.** The City will not institute a lockout for any cause whatsoever during the term of this agreement.

**Section 2.** The Union agrees there will be no strikes nor work stoppages during this agreement.

**Section 3.** If, during or subsequent to the term of this contract, any strike or work stoppage should occur, then those members holding the rank of Captain in the Police Department shall work during such strike or work stoppage.

**ARTICLE 3**  
**DUES CHECK OFF**

**Section 1.** The City agrees to deduct membership dues in accordance with this article for all bargaining unit employees who are members of the FOP/OLC Inc.

**Section 2.** The City agrees to deduct regular membership dues once each month from the pay of any employee in the bargaining unit, eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

**Section 3.** The parties agree that the City assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of the Union dues. Dues authorized and collected through payroll deduction shall be forwarded to the Ohio Labor Council Inc. once per month. The FOP/OLC Inc. does hereby agree that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City pursuant to this article. Once the funds are remitted to the FOP/OLC Inc. their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC Inc.

**Section 4.** The City shall be relieved from making such individual "check off" deductions upon an employee's: ( 1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check off authorization; or (6) resignation by the employee from the FOP/OLC Inc.

**Section 5.** The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the FOP/OLC dues.

**Section 6.** The parties agree that neither the employee nor the FOP/OLC shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deduction of the proper amount.

**Section 7.** The rate at which dues are to be deducted shall be certified to the Auditor by the Treasurer of the FOP/OLC during January of each year. One (1) month advance notice must be given the Auditor prior to making changes in an individual's dues deduction.

**ARTICLE 4**  
**BASE PAY**

**Section 1.** For the term of this agreement the regular rates of pay for Captains shall be as follows:

Upon successful completion of one (1) year as Captain	18% above Senior Patrol Officer Rate
Upon successful completion of six (6) months as Captain (6 month rate)	15% above Senior Patrol Officer Rate
Start (Base) Rate	10% above Senior Patrol Officer Rate

**Section 2.** The City of East Liverpool and the Union agree to re-open negotiations for the express purpose of negotiating wages only for calendar years 2013 and 2014, in accordance with O.R.C. 4117.

### ARTICLE 5 SPECIAL RETIREMENT PAY

**Section 1.** This article shall only apply to those members of the Police Department who were members of said department on July 1, 1984.

In addition to all sick and disability paid benefits now received by the members of the Police Department, each police officer, upon retirement from said department after twenty-five (25) years of service, shall also be paid special unused sick retirement pay, which is hereinafter to be known as Special Retirement Pay.

In order to calculate this Special Retirement Pay, the City shall first subtract from five hundred forty (540) the number of days which the police officer has taken as sick during his entire service career. The difference shall then be multiplied by said police officer's daily salary. The daily salary shall be calculated by using the hourly rate multiplied by eight (8). The product of said multiplication shall then be further multiplied by forty-five percent (45%). This result shall then be the amount that said police officer shall be paid Special Retirement Pay.

Neither injury while in the line of duty nor disability while in the line of duty shall be used in determining the number of days which the police officer has taken as sick during his entire service career. Furthermore, for purposes of retirement, in determining whether or not the police officer has accumulated twenty-five (25) years of service, the police officer shall be permitted to add to his total time of direct service to the City of East Liverpool all that time which the State of Ohio allows for service purchase time in calculating state retirement eligibility.

**Section 2.** If, however, at the time of retirement such retiring police officer has completed more than twenty-five (25) years service, then such police officer shall have such time in addition to the aforesaid five hundred forty (540) days in an amount equal to one and one-quarter (1 1/4) days for each month worked in excess of said twenty-five (25) years.

### ARTICLE 6 LONGEVITY PAY

**Section 1.** Employees hired on or before December 31, 2010, shall be eligible for longevity pay

based upon full-time years of service, in accordance with the following schedule:

- |    |   |                  |
|----|---|------------------|
| 1. | After five (5) years of service         | \$55.00 monthly  |
| 2. | After ten (10) years of service         | \$60.00 monthly  |
| 3. | After fifteen (15) years of service     | \$65.00 monthly  |
| 4. | After twenty (20) years of service      | \$70.00 monthly  |
| 5. | After twenty-five (25) years of service | \$75.00 monthly* |

\* Longevity after completion of twenty-five (25) years of service or more is applicable only to employees hired prior to January 1, 2009.

Employees hired on or after January 1, 2011, shall not be eligible for longevity pay.

**ARTICLE 7**  
**VACATION**

**Section 1.**

A. Each member of the Police Department hired on or before December 31, 2010, shall be entitled to and receive the following vacation:

<u>Service</u>	<u>Vacation</u>
After one (1) year of service	2 weeks
After five (5) years of service	3 weeks
After ten (10) years of service	4 weeks
After fifteen (15) years of service	5 weeks
After twenty (20) years of service	6 weeks*
After twenty-five (25) years of service	7 weeks*

\* These provisions apply only to those officers/employees employed by the City of East Liverpool Department of Police on or before January 1, 2006. Employees hired on or after January 1, 2006, are not eligible for six (6) or seven (7) weeks of vacation.

B. Each member of the Police Department hired on or after January 1, 2011, shall be entitled to and receive the following vacation:

<u>Service</u>	<u>Vacation</u>
After one (1) year of service	1 week
After two (2) years of service	2 weeks
After five (5) years of service	3 weeks
After ten (10) years of service	4 weeks

Once one (1) year of service is completed, vacation time is accrued (computed and prorated) based upon hours/days worked and hours/days in active pay status in the prior calendar year. Vacation does not accrue based upon any time in unpaid status, e.g., unpaid leave, military leave, workers' compensation lost wages time, suspension, layoff status.

Vacation time will be credited once an employee completes the required one (1) year of service; thereafter, vacation time will be credited in January of each applicable year.

**Section 2.** Each member of the Police Department who is entitled to take three (3) weeks or more vacation per year shall be granted, at his election, the right to work part of his vacation, and shall in addition to vacation pay receive compensation for said work at his regular hourly rate of pay. However, said police officer must take at least two (2) weeks vacation.

**Section 3.** A Captain must make such election by January of the vacation year, unless otherwise waived by the Director of Public Service-Safety.

**Section 4.** With the approval of the Chief, each member of the Police Department who is entitled to take vacation shall be permitted to split such vacation into days.

**Section 5.** Captains may select two (2) weeks or more of vacation and shall be permitted to select unselected time after the schedule is posted. Captains shall be permitted to select any previously unselected weeks at any time during the year, with at least two (2) weeks advance notice. Once a week is selected by a Captain, there shall be no bumping of the vacation selected by that Captain by another Captain.

## **ARTICLE 8** **CALL BACK PAY**

**Section 1.** Each police officer shall receive four (4) hours minimum call back pay for emergency call back and one (1) hour minimum emergency hold over pay. All such pay shall be at the rate of two (2) times the police officer's normal hourly rate. It is understood that "emergency call back" and "emergency hold over," as used herein, refers to being ordered in or over involuntarily, and does not refer to voluntary or accepted overtime or excess hours.

**Section 2.** Emergency call back pay shall also include those changed hours in any schedule change for which the police officer has not received at least twenty-four (24) hours notice of such schedule change. Scheduled training is not considered an emergency call back provided seven (7) calendar days advance notice is given. If prior scheduled training is then cancelled with less than forty-eight (48) hours notice, and is rescheduled within the same calendar quarter (i.e., January – March; April – June; July - September; October - December), such rescheduled training will be paid at double time. Outside firearm training/activity shall not be subject to these provisions and shall not be considered emergency call back.

**Section 3.** If a police officer is injured and requires hospital attention while on call back duty, such police officer shall be paid until such police officer's call back shift is released.

**ARTICLE 9**  
**COURT PAY**

**Section 1.**

- A. Each member of the Police Department who is required by subpoena to appear before any court, grand jury, or governmental administration agency, board, or commission to testify concerning any matter related to his duties with the Police Department shall receive compensation to be known as court pay for all time related to that appearance. Court pay shall be at the rate of one and one-half (1 1/2) times the hourly rate of pay. There shall be a minimum of two (2) hours court pay for all appearances in the City of East Liverpool. There shall be a minimum of four (4) hours pay for all appearances outside the City of East Liverpool. In addition to the minimum, travel time shall count as one-half (1/2) hour. Except as herein modified, all other provisions of the existing court pay ordinance shall remain in full force and effect.
- B. If the police officer's appearance before East Liverpool Municipal Court is cancelled at any time after 5:00 p.m. of the prior day, then such officer shall be paid two (2) hours court pay.

**Section 2.** Appearances for more than one (1) case at the same time shall not result in duplicate pay.

**Section 3.** Notwithstanding the above, any employee appearing for court duty and subsequently reporting off sick for the last half of his shift or a shift commencing between 2:00 p.m. and midnight of the same calendar day shall not be eligible for court pay at the guaranteed minimum nor at the premium (time and one-half) rate of pay. In such cases, beyond one (1) occurrence per calendar year, the employee shall be compensated at straight time for actual hours worked. However, prior scheduled medical appointments shall not be cause for loss of the premium pay.

**ARTICLE 10**  
**HOURLY RATES AND OVERTIME PAY DEFINED**

**Section 1.** For purposes of the provisions contained in this contract, the hourly rate of a police officer shall be calculated by dividing that individual police officer's regular annual base pay, including education pay, special medical training pay, shift differential, and longevity pay, by two thousand eighty (2080) hours.

**Section 2.** All members of the Police Department shall receive overtime pay for each hour worked in excess of forty (40) hours of work per week, or for each hour worked in excess of eight (8) hours per day, or for each hour worked in excess of the police officer's regular eight (8) hour shift. Furthermore, overtime pay shall be paid for each hour worked in excess of eight (8) straight or consecutive hours. Overtime pay shall be at the rate of one and one-half (1 1/2) times the hourly rate.

**Section 3.** Overtime pay shall also apply for all hours worked in the immediately succeeding shift or duty where there is not a minimum of twelve (12) hours off duty between shifts or next duty.

**Section 4.**

- A.1. At their option, employees hired on or before December 31, 2010, may elect to take overtime in the form of pay or compensatory time off. The election for pay or compensatory time must be made at the time the overtime is worked, and compensatory time may not exceed two hundred forty (240) hours at any one time. Once an employee elects compensatory time, the employee must utilize the compensatory time as time off and shall not have the option to "cash in" the time for pay, except upon separation from employment.
- 2. At their option, employees hired on or after January 1, 2011, may elect to take overtime in the form of pay or compensatory time off. The election for pay or compensatory time must be made at the time the overtime is worked, and compensatory time may not exceed one hundred sixty (160) hours at any one time. Once an employee elects compensatory time, the employee must utilize the compensatory time as time off and shall not have the option to "cash in" the time for pay, except upon separation from employment.
- B. All requests for compensatory time must be approved in advance and are subject to operational and staffing needs as determined by the Chief.
- C. The Chief retains the authority to direct employees to utilize compensatory time as may be deemed appropriate and when an employee's bank reaches two hundred sixteen (216) hours, or one hundred forty-four (144) hours, as applicable. (Note: adjusted to be consistent with the incorporation of the one hundred sixty [160] hours from the side letter in subsection A above.)

**Section 5. Overtime Rotation.**

- A. The Employer shall determine the necessity for overtime. When the use of overtime is to occur on the following shift, the opening will be filled by offering the overtime to those officers working the current shift, in the applicable classification, in order of seniority. If those officers on the current shift do not accept the overtime, the overtime will be offered to other available employees within the classification, in order of seniority. In the event there are not enough volunteers in the classification, volunteers will be sought, by seniority, in another classification. In the event there are not enough volunteers for an overtime opportunity, the overtime will be assigned to the least senior employee in the applicable classification.
- B. Notwithstanding the provisions above, whenever a vacancy occurs in a Captain's position on the afternoon or midnight shift (excluding any twenty-first [21st] shift) as the result of an emergency call off (i.e., sick leave or unscheduled personal absence pursuant to Article 12), existing Captains will be given the first right of refusal to work said shift or portion thereof prior to offering the shift to a Patrol Officer as an OJC. Additionally, in

the event the shift vacancy cannot be filled on a voluntary basis (Captain, OIC, or Chief), the shift will be assigned to the least senior available Captain.

**Section 6. Off Duty Work.** All off duty work will be offered on the basis of departmental seniority.

**Section 7.** Notwithstanding the provisions above, in the event an employee volunteers for overtime and/or off duty assignments in an amount which could lead to fatigue and/or jeopardize the safety of the employee and/or others, the Chief or his designee may bypass such employee for overtime and/or off duty assignments to allow for adequate rest periods. The Chief/designee will advise the employee of the waiver (bypass) and the reason therefore.

**Section 8.** Any errors or the waivers (bypasses) in overtime rotation or off duty assignments shall be corrected by offering the next available opportunity or assignment to the affected employee.

Additionally, errors in overtime rotation, if caused by a Captain or Dispatcher, will be corrected by offering the next available opportunities as applicable (as defined in Section 4 [A] and/or [B]) of the Captains who received the overtime in error to the Captain who should have received the opportunity, until the equivalent number of hours lost have been offered. If the overtime rotation error was caused by the Chief, the next twenty-first (21st) turn shall be offered as overtime to the injured Captain. If an overtime rotation error is caused by a Patrolman working as an Acting Captain, the injured Captain will be offered the next twenty-first (21st) turn as overtime as compensation.

## **ARTICLE 11** **PAY PERIOD**

**Section 1.** The Auditor shall continue the biweekly pay period paying on every other Friday. The Auditor may close the pay period on a date not to exceed seven (7) days prior to the pay date.

**Section 2.** The City shall implement a payroll direct deposit program not later than the first half of 2002, which members of the bargaining unit may voluntarily participate in.

## **ARTICLE 12** **PERSONAL ABSENCES**

### **Section 1.**

A. Each member of the Police Department hired on or before December 31, 2010, shall be entitled to three (3) work days of personal absences per year, at his daily rate of pay, upon the approval of the Director of Public Service-Safety. Furthermore, unless otherwise approved by the Director of Public Service-Safety, personal days should not be granted to two (2) or more officers simultaneously.

In recognition of Police Memorial Day, each officer who has completed one (1) full year of service or more shall be entitled to one (1) additional personal day to be used within the applicable calendar year.

- B. Each member of the Police Department hired on or after January 1, 2011, shall be entitled to two (2) work days of personal absences per year, at his daily rate of pay, upon approval of the Director of Public Service-Safety.

**Section 2.** Each member of the Police Department shall be entitled to receive up to three (3) work days of personal absence upon the death of the immediate family member at his daily rate of pay upon the approval of the Chief. The employee will be paid for only those days actually scheduled. Immediate family shall be defined as being any one of the following: spouse, parent, parent-in-law, child, brother, sister, grandparent, grandchild, and any deceased who has lived with the member in a family relationship, e.g., step-parent step-child, step-father, step-mother, brother-in-law, sister-in-law, and grandparents of spouse. In the case of the death of an employee's spouse, child, step-child, or parent, the employee will be approved for up to an additional two (2) days off with pay.

**Section 3.** If a member of the Police Department does not use any or all of his personal days, then said member shall, at the end of the calendar year, receive additional compensation at his daily rate of pay for each unused day.

**Section 4.** With the approval of the Director of Public Service-Safety, each member of the Police Department who is entitled to take a personal day shall be permitted to also split such personal day. The member shall not split more than twice per week.

**Section 5.** The approval of a personal absence shall not be unreasonably withheld.

### **ARTICLE 13** **CLOTHING ALLOWANCE**

**Section 1. Biweekly Allowance.** Each member of the Police Department shall receive a clothing allowance of forty-two dollars (\$42.00) per biweekly pay. Effective in March 2016, the clothing allowance shall be sixty-one dollars and twenty-three cents (\$61.23) per biweekly pay for a maximum of twenty-six (26) pays per year.

**Section 2. Police Department Miscellaneous Equipment.**

- A. In addition to all equipment and safety gear now provided by the City, the City shall further furnish, where necessary, lights, flares, and second-chance vests.
- B. The Police Chief shall appoint a Safety Committee, consisting of members of the Police Department, who shall advise concerning equipment standards.
- C. The Employer will provide required uniform patches for shirts and outer garments, as needed, and not to exceed a maximum of twelve (12) patches, per employee, per year.

**Section 3.** Newly enacted changes to uniforms occurring during the term of this agreement will either be phased in by replacement, as the uniforms/equipment become no longer serviceable, and/or an initial issue will be provided. The method will be determined by the Employer.

#### **ARTICLE 14** **HOLIDAYS AND HOLIDAY PAY**

**Section 1.** For purposes of this agreement, recognized holidays are as set forth below:

New Year's Day, President's Day, Easter, Federal Memorial Day, Fourth of July, Labor Day, Columbus Day, November 11th, Thanksgiving Day, and Christmas Day.

**Section 2.** Furthermore, each police officer who does not work on Christmas or New Year's Day, but who does work on the afternoon shift of Christmas Eve or New Year's Eve, respectively, shall receive eight (8) hours of holiday pay for said Christmas Eve or New Year's Eve, or both. Hours of the Christmas Eve or New Year's Eve shift which overlap with Christmas Day or New Year's Day hours shall not be compensated twice.

**Section 3.** Each police officer who works on any one of the aforesaid holidays shall receive eight (8) hours of holiday pay plus one and one-half (1 1/2) times his normal hourly rate for all hours worked on said holiday. There shall be no pyramiding of premium pay if the work on the holiday would otherwise result in overtime pay.

**Section 4.** Employees shall be entitled to eight (8) hours of holiday pay for up to five (5) recognized holidays occurring on scheduled days off providing the employee is in active pay status the scheduled day before and day after the holiday. Commencing in calendar year 2000, employees shall be entitled to holiday pay (eight [8] hours per holiday) for up to ten (10) recognized holidays occurring on regularly scheduled days off, provided the employee is in active pay status the scheduled day before and day after the holiday. "Active pay status," as used herein, includes actual hours worked, paid vacation, paid sick leave, and paid personal absences.

Employees do not receive holiday pay when on on-duty injury leave.

#### **ARTICLE 15** **HEALTH AND MEDICAL COVERAGE**

**Section 1.** The Employer will make available to full-time bargaining unit employees basic surgical, hospitalization, and major medical coverage, and supplemental dental, vision, and prescription coverage (bronze plan) and will continue to make available a higher level (buy-up) plan. The Employer reserves the right to select carriers/ providers and/or to otherwise determine the manner by which any and all coverage is to be provided.

Cost containment programs which seriously reduce benefit levels, and for which a benefit level is not improved in any other area, unless such reduction is necessitated by reasons of market availability (unavailability), shall require the mutual agreement of the Employer and the Union.

**Section 2.** An employee may elect single or family coverage consistent with any eligibility requirements set forth under the terms and conditions of the plan.

**Section 3.**

A. The Employer shall contribute up to a maximum amount, per employee, per month, for employees hired on or before December 31, 2010, towards the total cost of coverage as follows:

<u>Effective Date</u>	<u>Type Of Coverage</u>	<u>Maximum Monthly Employer Contribution</u>
1/1/99	Single	\$260.00
	Family	\$625.00

B. Should the cost exceed the maximum amounts set forth in subsection (A) above, the participating employee shall be required to contribute one hundred percent (100%) of the amount in excess of such maximum, for the next one hundred dollars (\$100.00) of excess cost, in order to continue participation. Should the costs of coverage exceed three hundred sixty dollars (\$360.00) for single coverage or seven hundred twenty-five dollars (\$725.00) for family coverage, any such excess costs shall be split equally between the Employer and the participating employee.

C. The Employer shall contribute up to a maximum amount, per employee hired on or after January 1, 2011, per month, towards the total cost of coverage as follows:

<u>Effective Date</u>	<u>Type Of Coverage</u>	<u>Maximum Monthly Employer Contribution</u>
1/1/11	Single	\$500.00
	Family	\$500.00

For employees hired on or after January 1, 2011, should the cost exceed the maximum amounts set forth in subsection (A) above, the participating employee shall be required to contribute one hundred percent (100%) of the amount in excess of such maximum, for the next one hundred dollars (\$100.00) of excess cost, in order to continue participation.

Should the costs of coverage exceed six hundred dollars (\$600.00) for coverage, any such expenses shall be split as follows:

5<sup>th</sup> Class Patrol Officers - the Employer will cover fifty percent (50%) of the costs and the employee covering fifty percent (50%) of the costs.

4<sup>th</sup> Class Patrol Officers - the Employer will cover forty-five percent (45%) of the costs and the employee covering fifty-five percent (55%) of the costs.

3<sup>rd</sup> Class Patrol Officers - the Employer will cover forty percent (40%) of the costs and the employee covering sixty percent (60%) of the costs.

2<sup>nd</sup> Class Patrol Officers - the Employer will cover forty percent (40%) of the costs and the employee covering sixty percent (60%) of the costs.

1<sup>st</sup> Class Patrol Officers - the Employer will cover thirty-five percent (35%) of the costs and the employee covering sixty-five percent (65%) of the costs.

The total employee contribution shall be capped at five hundred and seventy-five dollars (\$575) per month.

**Section 4.** Within six (6) months of the execution of this agreement, the City shall attempt to convene a health and medical insurance committee comprised of one (1) employee representative from each of the City bargaining units who wish to participate and one (1) management representative. It shall be the responsibility of each local union to designate their own representative and to notify the Employer in writing of the designated representative.

The purpose of the committee shall be to review the cost utilization and benefit levels of the health insurance plan, and to make recommendations to the City administration relative to cost containment provisions. Cost containment measures recommended by the Committee and adopted by the City shall not require the mutual agreement set forth in Section (1) herein.

**Section 5.** Nothing herein shall be construed to preclude the Employer from participating in any state and/or national health care plan. However, should such participation be or become mandatory resulting in a provision of benefits in excess of those set forth herein, and/or a cost in excess of that set forth herein, the Employer reserves the right to reopen contract negotiations on any or all economic issues. If the Employer so reopens, then the Union also may reopen on any or all economic issues.

#### **ARTICLE 16** **SHIFT DIFFERENTIAL**

**Section 1.** Each police officer who is required to work for any hour other than those hours included in the regularly scheduled daylight shift shall receive an additional forty cents (\$.40) per hour for each non-regular daylight shift hour. The regular daylight shift shall include all shifts regularly scheduled to commence between the hours of 7:00 a.m. and 10:00 a.m., inclusive.

#### **ARTICLE 17** **HAZARDOUS DUTY PAY**

**Section 1.** The City and the Union recognize and agree that commencing in 1989, "hazardous duty pay" was added to the employee's regular pay and became a part of the employee's regular base pay.

**Section 2.** In consideration of the above issue of "hazardous duty pay," it shall never again be considered a legitimate topic of bargaining between the City and the Union.

#### **ARTICLE 18** **TEMPORARY ASSIGNMENT**

**Section 1.** Whenever a Captain is temporarily assigned the duties and responsibilities of acting

Chief for one (1) full work day or more, he shall receive the base rate of pay for the Chief's classification for all such hours worked. Temporary assignments will be made in writing by the Chief of Police or the Director of Public Service-Safety.

**Section 2.** During the vacation, illness, or disability of the Chief of the Department, the City shall forthwith name an Acting Chief.

**ARTICLE 19**  
**COLLEGE EDUCATION AND CERTIFICATION PAY**

**Section 1.** Each employee of the Police Department who has received an associate's degree shall receive an educational supplement of fifteen dollars (\$15.00) per month. When such associate's degree is in a related field of criminal justice or law enforcement, the educational supplement shall be twenty dollars (\$20.00) per month.

**Section 2.** Each employee of the Police Department who has received a bachelor's degree shall receive an educational supplement of twenty-five dollars (\$25.00) per month. When such bachelor's degree is in a related field of criminal justice or law enforcement, the educational supplement shall be forty-five dollars (\$45.00) per month.

**Section 3.** Each employee of the Police Department who has received a master's degree shall receive an educational supplement of fifty dollars (\$50.00) per month. When such master's degree is in a related field of criminal justice or law enforcement, the educational supplement shall be seventy-five dollars (\$75.00) per month.

**Section 4.**

A. Certification pay shall be afforded to employees hired on or before December 31, 2010, who obtain and maintain certification in specified law enforcement areas. Certification pay in the amount of twenty-five dollars (\$25.00) per month, per certification, for up to a maximum of four (4) certifications per employee, is available for any of the following law enforcement certifications:

BAC	Radar
LEADS	Hazmat Awareness
HGN	Instructor
Laser	

Commencing with the first full pay period of January 2007, certification pay shall be in the amount of thirty dollars (\$30.00) per month, per certification, up to a maximum of four (4) certifications per employee.

B. Employees hired on or after January 1, 2011, shall not be eligible for college education pay. Employees hired on or after January 1, 2011, shall be required, within their first six (6) months of employment, to acquire and hold the following four (4) law enforcement certifications, as listed below, as condition for employment, and shall not be entitled to certification pay:

BAC LEADS Hazmat Awareness Electronic Speed Measurement

Should any certification expire or be invalidated, the Patrol Officer shall be granted three (3) months to reacquire said certification.

**ARTICLE 20**  
**SPECIAL MEDICAL TRAINING**

**Section 1.** For each member of the Police Department who is certified as a B.L.S.-C.P.R. Instructor, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification in the amount of twenty-five dollars (\$25.00) per month.

**Section 2.** For each member of the Police Department who is certified as an Emergency Medical Technician, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification in the amount of forty dollars (\$40.00) per month. This provision is applicable only to employees hired prior to January 1, 2009.

**ARTICLE 21**  
**COMMUNICATION ALLOWANCE**

**Section 1.** Commencing January 1, 2009, each Captain shall be eligible for a communication allowance of fifty dollars (\$50.00) per month to be used to defray the cost of a cell telephone. Commencing March 1, 2016, the communication allowance shall be seventy-five dollars (\$75.00) per month. The phone is to be utilized while on duty. However, the individual employee shall be responsible to enter into any applicable contractual agreement and shall be responsible for all monthly charge and fees, as well as any damage or loss of equipment. Any contract's terms and costs, which may extend beyond the individual Captain's employment with the City, shall be the sole responsibility of the individual.

**Section 2.** Each Captain must provide the Chief of Police with the number of the cell phone. Such equipment will be utilized for communications while the Captain is on duty, and may be utilized as a form of communication/contact while the Captain is off duty.

However, the Employer will continue to utilize the Captain's home telephone as the primary method of contact during off-duty hours.

**ARTICLE 22**  
**LABOR MANAGEMENT COMMITTEE**

**Section 1.** The Labor/Management Committee shall consist of the Safety Service Director, the Chief of Police, and one (1) designated representative, if desired, two (2) members of the bargaining units, and the OLC representative if desired. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party.

The written request shall include the desired topics of discussion and suggested meeting dates. This committee will assemble for the purpose of:

- A. the dissemination of general information of interest to the parties;
- B. to give the Union representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;
- C. to discuss ways to improve efficiency and effectiveness within the Department;
- D. to discuss the administration of this agreement;
- E. to consider and discuss safety and health issues of the Department;
- F. to notify the Union of changes which may affect bargaining unit employees.

### **ARTICLE 23** **REINSTATEMENT**

**Section 1.** Any employee who is reinstated to the Police Department within one (1) year from the date of separation, without need for any recertification, shall be reinstated to the same rank.

### **ARTICLE 24** **GRIEVANCE AND ARBITRATION**

**Section 1. Grievance Procedure.** Every bargaining unit employee is entitled to a fair hearing of his complaints and questions, and it is the intention of the parties to this agreement to provide in this article a means for the orderly discussion of such member's grievances. This procedure shall be applicable only for the consideration and settlement of grievances which are defined as disputes between the City and such member or members concerning the application and interpretation of a claim to violation of this agreement. Grievances must be processed in accordance with the following procedures, steps, and time limits:

**Step 1** Any employee who believes that he has a grievance shall first take up the matter with the Chief within ten (10) working days after the event which is the subject of his grievance. It is understood that the time limit shall commence to run when the member or his department grievance representative should have learned the basic fact or facts which formed the grievance. The Chief shall reply within five (5) working days following the initial meeting between the member and the Chief.

**Step 2** If the member is not satisfied with the Chief's verbal answer, the grievance shall be reduced to writing and signed by the grievant. The Union shall then submit the grievance to the Director of Public Service-Safety within seven (7) working days after the Chief's answer. The written grievance shall specify the facts of the

dispute and the section or sections of the contract which are believed to be pertinent. The grievant, the Chief, the Director of Public Service-Safety, and the department grievance representative, in an endeavor to settle the grievance, shall meet within fourteen (14) working days after the receipt of the Chief's answer, unless otherwise extended by all the parties. The Director of Public Service-Safety shall give his answer in writing within seven (7) working days after such meeting.

Step 3

A grievance not settled in Step 2 may be appealed within, but not later than, ten (10) working days by a letter to the City from the Union requesting the grievance be settled by arbitration. Within thirty (30) calendar days thereafter, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) with a copy submitted to the Employer simultaneously.

The parties agree to follow each of the foregoing steps in the processing of the grievance, and if in any step the Director of Public Service-Safety fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Failure to appeal grievances within the time limits indicates the Union has withdrawn the grievance. The time limits herein shall be only extended by mutual agreement between the City and the Union.

Working days, as used herein, shall be deemed to exclude Saturdays, Sundays, and recognized holidays (Article 14).

**Section 2. Arbitration.** The impartial arbitrator shall be selected by the City and the Union from a list of nine (9) arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS).

The voluntary arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the FMCS.

The arbitrator shall consider only the grievance appealed to him and/or any disputes regarding the arbitrability of the grievance which are raised in the contract, and he shall have authority only to interpret, apply, and determine compliance with the express provisions of this contract and any amendments or supplements thereto, and only to the extent necessary to determine the grievance.

The fees and expenses of the impartial arbitrator and the cost of the arbitration proceedings shall be borne equally by the City and the Union. All other expenses shall be borne by the party incurring them.

The arbitrator shall submit his award within thirty (30) days following the filing of briefs by both parties. Such award shall be accepted as final and binding on both parties.

**ARTICLE 25**  
**GROUP LIFE INSURANCE**

**Section 1.** The City shall provide group term life insurance with a death benefit of twenty-five thousand dollars (\$25,000) per man including rights of double indemnity and conversion.

**ARTICLE 26**  
**LIABILITY INSURANCE**

**Section 1.** The City shall continue its existing comprehensive liability insurance, inclusive of coverage for bargaining unit employees for any actions resulting from the discharge of job duties legally and properly within the scope of the affected employee's employment with the City. The parties recognize and agree that the continuation of such insurance coverage is contingent upon continued market availability. In the event insurance coverage becomes unavailable or cost prohibitive, the City agrees to provide legal representation and/or be responsible for any judgments rendered against an employee as a result of such lawsuits where the employee acted in good faith and within the scope of his employment and official responsibilities.

**ARTICLE 27**  
**LAYOFF (REDUCTION IN FORCE) AND RECALL**

**Section 1.** Whenever the Employer determines that a layoff (reduction in force) is necessary, all Seasonal, Temporary, Part-Time or Probationary employees shall be laid off before any full-time employees. Should it be necessary to lay off any full-time Captains, the Employer will notify affected employees, in writing, fourteen (14) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss the impact of layoff with the Union, provided a request is submitted in writing by the FOP/OLC.

**Section 2.** The Employer shall determine the rank, employment status, and number of employees to be affected by any layoff. Within each affected rank, layoff shall occur by inverse order of seniority. Seniority for purposes of these procedures and the Captains' agreement shall mean the length of continuous service within the Police Department and commencing with the employee's date of hire in a permanent full-time position within the Department of Police.

**Section 3.** Any employee receiving a notice of layoff shall have forty-eight (48) hours following receipt of notice in which to exercise his right to displace (bump) the least senior employee in a lower rank within the department. The more senior (bumping) employee must be presently qualified to perform the full duties and responsibilities of the lower rank, without further training, in order for a "bump" to be approved by the Employer. "Lower rank" shall mean a rank with a lower base rate of pay. A displaced or "bumped" employee may exercise his "bumping" rights in accordance with the procedures set forth herein, as applicable.

**Section 4.** Upon request, an employee who is laid off shall receive payment for any earned and unused vacation time within the next full pay period following the pay period in which the layoff

occurs. If not requested earlier, vacation will be paid at the time it was requested for, or at the discretion of the Mayor/designee.

**Section 5. Recall.** The Employer shall determine when a recall of any laid off employee(s) is feasible, and shall determine the rank, employment status, and number of employees to be recalled, as well as the effective date of any recall(s).

**Section 6.** Laid off employees will be placed on a recall list by rank and employment status for a period of twenty-four (24) months from the effective date of layoff. Said employees shall continue to accrue seniority during the twenty-four (24) month recall period. Recall from layoff will occur in reverse order of the layoff; that is, the last employee placed on layoff from a rank will be the first to be recalled. Laid off employees shall be required to maintain necessary certifications in order to be eligible for recall to the same level and position.

**Section 7.** Employees shall be given ten (10) calendar days advance notice of recall, and such notice shall be sent by certified mail to the last address of record. Employees shall have five (5) calendar days to accept or reject, in writing, the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

**Section 8.** Notwithstanding the provisions herein, should a layoff occur within the Police Department for reasons of lack of funds wherein any Captain (i.e., existing Captains as of 2/15/96) is restricted, for any reason, from bumping into a position within the Patrol Officer bargaining unit, no such Captain shall be subject to such layoff unless the Patrol Officer unit has been reduced to ten (10) officers or less. This provision shall not be construed in any way as a minimum manning provision, and shall not restrict the Employer from determining the appropriate number of Captain positions and staffing levels in all instances, except as specifically provided herein.

## **ARTICLE 28** **UNION DAYS**

**Section 1.** Each bargaining unit (i.e., Full-Time Captains, 93-REP-08-0151, and Full-Time Patrol Officers, 93-REP-08-0152) shall be entitled to designate employee representatives who shall be eligible to take working hours off for necessary Union business as follows:

- A. Each bargaining unit shall be entitled to up to forty (40) hours off with pay, per calendar year. Paid time shall be taken in minimum increments of one (1) hour.
- B. Each bargaining unit shall be entitled to up to six (6) full working days, without pay, per calendar year.
- C. Notwithstanding the provisions of (A) and (B) above, should the granting of such leave create an operational hardship or staff shortage, the leave may be denied.

**ARTICLE 29**  
**SHIFT TRADES**

**Section 1.** The Chief shall grant the request for any two (2) bargaining unit employees to exchange tours of duty or days off provided that the two (2) are of equal rank.

**Section 2.** Under no circumstances will overtime pay be demanded by said bargaining unit employee(s) for time worked during the trade.

**Section 3.** Trading of vacation days will only be permitted by the Chief under special circumstances.

**Section 4.** All schedule picks (skills) shall be made by seniority.

**ARTICLE 30**  
**IN-SERVICE TRAINING**

**Section 1.** The City shall make every reasonable effort to provide bargaining unit employees with training designed to maintain a high standard of performance and increase new skills for job performance.

**Section 2.** The Employer will endeavor to make available at least one (1) opportunity for a three (3) to five (5) day external training seminar/session to each bargaining unit employee during the term of this agreement. The Chief of Police will provide a list of acceptable/preferred topics and employees may also express their interest in other related topics. The final determination as to acceptability shall rest with the Chief.

**Section 3.** Offered training which is declined by any employee shall constitute an opportunity as referred to in Section 1 herein. Additionally, nothing herein shall preclude the Employer from mandating training where deemed appropriate.

**ARTICLE 31**  
**SICK PAY**

**Section 1.** For each member of the Police Department who was a member of such department on June 30, 1984, the following provisions shall apply:

- A. Each member shall be allowed full pay, not to exceed ninety (90) days, for each sickness or injury; and
- B. Upon exhaustion of the benefits provided in Section 1 above, shall be further allowed one-half (1/2) pay, not to exceed nine (9) calendar months; and
- C. Disability (sickness or injury) incurred while performing duties within the scope of employment shall not be subject to the provisions above, but shall be subject to the provisions of Article 32, On-Duty Injury Leave.

**Section 2.** For each member of the Police Department hired on or after July 1, 1984, such member shall be entitled to all sick pay and conversion pay as follows:

- A. Beginning with the initial date of hire, each employee shall accrue ten (10) hours of sick leave per month (.0577 hours per hour worked to a maximum of one hundred twenty [120] hours per year).

**Section 3.** Sick leave may be requested for the following reasons:

- A. illness or injury of the employee;
- B. illness or injury of an immediate family member, where the presence of the employee is reasonably necessary;
- C. exposure of the employee or immediate family member to a contagious disease which would have the potential of jeopardizing the employee or health of others;
- D. medical, dental, or optical examination where such appointment cannot be reasonably scheduled during off duty hours;
- E. pregnancy, childbirth, and/or related medical conditions.

Immediate family member, for purposes of this section, shall be defined as parent, brother, sister, child, spouse, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of a parent (loco parentis), and for purposes of subsections (B) and (C) above, must be residing in the employee's household.

Sick leave may be utilized in one (1) hour increments.

**Section 4.** An employee with ten (10) or more years of service with the Department may, at the time of retirement, convert his sick leave to cash on the basis of three (3) days of sick leave for one (1) day's pay, not to exceed a maximum of thirty (30) days (two hundred forty [240] hours). Additionally, any employee hired on or after July 1, 1984, who has accumulated more than sixty (60) days of sick leave may convert such excess sick leave to cash in December of each calendar year as follows:

- A. Conversion shall be on the basis of one (1) day of sick leave for one (1) day of pay;
- B. Eligible employees must notify the Chief and the Auditor's Office, in writing, by December 1 of the applicable calendar year of their desire to convert sick leave;
- C. The maximum number of sick leave days which may be converted in any one (1) year is fifteen (15) for employees hired between July 1, 1984, and January 1, 2011; the maximum number of sick leave days which may be converted in any one (1) year is ten (10) for employees hired on or after January 1, 2011, except at the time of retirement as set forth above; and

D The maximum number of sick leave days which may be accumulated at any one (1) time is ninety (90) ) for employees hired between July 1, 1984, and January 1, 2011; the maximum number of sick leave days which may be accumulated at any one time is seventy-five (75) for employees hired on or after January 1, 2011.

**Section 5.** If medical attention is required, or where an absence of three (3) consecutive work days or more occurs, a certificate from a licensed practitioner stating the nature of the illness may be required to justify the use of sick leave.

**Section 6.** An employee reporting off sick shall inform the Chief or designee in advance of the reason for absence. Failure to report off in accordance with departmental rules may result in the denial of sick leave. The Employer retains the right to investigate any employee's absence and to require medical evidence for future absences whenever determined appropriate.

**Section 7.** An employee shall furnish a satisfactory signed written statement (sick leave/leave request form) to justify the use of sick leave. Altering or falsifying a physician's certificate or falsification of a written signed statement shall be grounds for immediate dismissal. An employee fraudulently obtaining sick leave or falsifying sick leave records shall be subject to disciplinary action, up to and including dismissal.

### **ARTICLE 32** **ON-DUTY INJURY LEAVE**

**Section 1.** Any full-time employee of the Police Department who is disabled as the result of injury received while performing duties within the scope of his employment shall be entitled to up to six (6) calendar months at full pay during the period of such disability, provided such employee files a claim for lost wages through the Bureau of Workers' Compensation, where such disability exceeds one (1) calendar week. The employee shall also be required to sign an agreement assigning to the City any monies received from workers' compensation for lost wages for the time period such employee is receiving on-duty injury leave benefits.

**Section 2.** Any employee receiving on-duty injury leave benefits shall be required to provide the Employer with current medical information including expected date of return to work.

### **ARTICLE 33** **PICK UP PLAN**

**Section 1.** Provided there is no increase in cost to the City, each member would be entitled to participate in an Internal Revenue "Pick Up" Plan.

### **ARTICLE 34** **PREVIOUS BENEFITS**

**Section 1.** Unless specifically modified or addressed herein, any benefits, whether monetary or

otherwise, presently enjoyed by the parties to this agreement and specifically provided for by ordinance or statute, shall not be changed nor modified.

**ARTICLE 35**  
**RESERVED RIGHTS**

Unless limited by this agreement, all rights granted by law to the City are hereby reserved to the City.

**ARTICLE 36**  
**JURY LEAVE**

**Section 1.** The Employer shall grant a paid leave of absence, at the employee's regular rate of pay, when an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by the United States or Ohio courts. All compensation for such duty shall be reimbursed to the Department unless such duty is performed totally outside of normal working hours. Employees summoned for jury duty or as a witness as previously designated shall be considered to be in an active pay status throughout the time designated on the summons. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juveniles, etc. Such absences must be applied for under other appropriate leave or vacation provisions, as provided in this agreement.

**Section 2.** In order to receive pay under this article, an employee must notify the Employer within seventy-two (72) hours of receipt of any subpoena or summons, and in any event prior to the date, and provide a copy of same. The employee must also secure and present to the Employer a certificate from the applicable court in which they served evidencing completion of service.

**Section 3.** Whenever an employee is released from court or jury duty prior to the end of his normal scheduled shift, he shall report to work provided two (2) hours or more of his shift remains, excluding any required/necessary travel time back to the City.

**ARTICLE 37**  
**PERSONNEL RECORDS**

**Section 1. Review Of Records.** All requests for review of personnel records, by other than City personnel or designated representative of the City, including administrators from other agencies, e.g., EEOC/OCRC, State Auditor's Office, SERB, OBES, etc., shall be processed in accordance with the following guidelines:

- A. The Chief of Police will request that the individual requesting the records provide their name, address, and specific document(s) to be reviewed.
- B. Any affected employee will be notified within twenty-four (24 ) hours, in writing, of any request being made to review their personnel file. Upon request, a listing of the material reviewed will be provided, as applicable.

- C. Prior to release of a personnel record, the Chief of Police will review the personnel file with the Law Director's Office to ensure that it contains no confidential material, as defined by law. The Chief of Police will endeavor to accomplish this review in no more than twenty-four (24) hours. Development and maintenance of a listing of confidential information shall be construed to meet the requirements above.
- D. In the event the person requesting review of the personnel file desires copies, the employee shall be furnished copies or a listing of the copies provided.
- E. An Employer representative will remain in attendance during the time or review of any personnel file to ensure that nothing can be added or removed from the file.

**Section 2. Records of Disciplinary Action.** Records of disciplinary action greater than a written reprimand shall cease to be considered for future disciplinary matters twenty-four (24) months after the effective date providing there are no intervening disciplinary actions taken during that time period. Records of verbal warnings and written reprimands shall cease to be considered for future disciplinary matters twelve (12) months after the effective date provided there are no intervening disciplinary actions taken during that time period. All disciplinary records beyond the twenty-four (24) month and twelve (12) month periods shall be archived and destroyed in accordance with Ohio's Public Records Act and the destruction schedule of the City of East Liverpool.

**Section 3. Review of Personnel Records.**

- A. Upon request, an employee shall be given reasonable opportunity to review his personnel record, excluding any confidential records as defined by law. Such review shall be scheduled by the Chief of Police to minimize any disruption to normal operations, and such review shall be in the presence of the Chief/designee.
- B. When any complaint is made against a bargaining unit employee and after investigation no disciplinary action results, then the complaint shall be classified as unfounded and will not become a part of the employee's official personnel file.

**ARTICLE 38**  
**DISCIPLINARY PROCEDURE**

**Section 1.** The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office and/or has a negative impact upon the Employer. Forms of disciplinary action are:

- 1. instruction and cautioning (documented warning);
- 2. written reprimand;

3. suspension without pay (at the request of the employee, and only with the concurrence and at the discretion of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; records of suspension will be maintained):
4. reduction in pay or position:
5. discharge.

Except in cases of serious offenses or misconduct, discipline will be applied in a corrective and progressive manner. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

**Section 2.** Whenever the Employer determines that an employee may be subject to disciplinary action which could result in suspension, reduction, or termination, a predisciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written notice of the alleged misconduct. The predisciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written notice. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's response.

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

1. appear at the hearing to present oral or written statements in his defense;
2. appear at the hearing and have an employee or non-employee representative of the Union present oral or written statements in his defense;
3. elect in writing to waive the opportunity to have a predisciplinary hearing.

Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's right to a predisciplinary hearing.

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

At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. Either party may question witnesses; however, the hearing administrator will determine relevance and appropriateness of any such questioning.

The employee shall provide a list of witnesses to the Employer as far in advance as possible, but no later than two (2) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

A written report will be prepared by the hearing administrator concluding whether or not the alleged misconduct occurred. A copy of the hearing administrator's report will be provided to the Employer, the Union representative, and the employee within five (5) calendar days following its preparation. The Employer will decide what discipline, if any, is appropriate.

**Section 3.** Disciplinary action resulting in loss of pay or position may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.

**Section 4.** Any employee under indictment or arrested for a felony or crime of moral turpitude, who is not disciplined or discharged, may be placed on leave of absence without pay until resolution of the court proceedings. An employee may substitute accrued vacation, holiday, or personal time during the leave. The Employer may continue to pay the Employer's contribution toward insurance during the leave of absence. An employee found guilty by the trial court may be summarily discharged. An employee found innocent of the charges may be placed on administrative leave or returned to work and paid for all lost time, and shall have any vacation, holiday, or personal time restored to his credit. The employee may be subject to disciplinary action if such action was held in abeyance pending court proceedings.

## **ARTICLE 39** **TUITION REIMBURSEMENT**

**Section 1.** Each employee who is subject to the terms of this agreement and has completed one (1) year of service as a Captain shall be eligible for a reimbursement of tuition as follows:

- A. In order to receive tuition reimbursement the degree program pursued (associate's, bachelor's, master's) and courses taken must be directly related to the duties and responsibilities of the employee's present position or next higher position in the normal career path of advancement, or other courses pertinent to the job, within the City of East Liverpool Police Department, and as prior approved by, in writing, the Chief of Police and Service-Safety Director. All courses must be taken during the employee's non-scheduled working hours, and all scheduled hours for courses of instruction must be filed with the Chief of Police (Chief) in advance. Any situation which in the discretion of the Chief would require a member's presence on the job shall take complete and final precedence over any scheduled course time.
- B. Reimbursement for tuition will be made at fifty percent (50%) of the tuition, provided the employee successfully completes a course(s) with a 'C' grade or higher, or equivalent. The employee must present an official certificate or equivalent and a receipt of payment or copy of the unpaid tuition bill from the institution along with confirmation of completion of the approved course(s). Presentation of the certificate

and cost statement must be made within thirty (30) calendar days of receipt of the certificate in order to be eligible for reimbursement. The fifty percent (50%) reimbursement shall be made within sixty (60) calendar days of receipt of the required documentation.

**Section 2.** Tuition reimbursement as set forth above shall be limited to a maximum of six hundred dollars (\$600.00) per employee, per calendar year.

**ARTICLE 40**  
**BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed by this agreement.

**Section 2.** Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of East Liverpool Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 41 17.08 O.R.C.

**Section 3.** Notwithstanding the above, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

**ARTICLE 41**  
**DUTY WEAPON**

Upon retirement or disability retirement, a Captain with at least ten (10) years of service with the City will be presented his service weapon, provided such presentation complies with all BATF regulations for a lawful transfer.

**ARTICLE 42**  
**MILEAGE**

Any employee required to use a personal vehicle in the performance of official duties and/or City-required training outside of East Liverpool shall be eligible for reimbursement of twenty-eight cents (\$.28) per mile, for which the officer is not already being reimbursed. Such reimbursement shall be considered to cover all vehicle-related costs, e.g., gas, oil, depreciation, insurances, etc.

**ARTICLE 43**  
**TERM**

Unless specifically specified to the contrary herein, all provisions, covenants, and benefits of this agreement shall apply, operate, and run from the 1<sup>st</sup> day of April 2014, through the 31<sup>st</sup> day of March 2017.

If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) days prior to the expiration date of this agreement.

**WITNESSES**

*Robin Spinkbeck*

*Jicke Hoop*

**CITY OF EAST LIVERPOOL, OHIO**

*[Signature]*

Mayor

*[Signature]*

Director of Public Service-Safety

**EAST LIVERPOOL FRATERNAL  
ORDER OF POLICE OLC**

*[Signature]*

Date of Execution *5-18-16*