



# **LABOR AGREEMENT**

**BY AND BETWEEN**

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K31059  
08/06/2014

## **THE CITY OF XENIA**



AND THE



**FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**COMMUNICATION OPERATORS**

**August 17, 2014 through August 12, 2017**

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## **ARTICLE 1** **AGREEMENT**

**Section 1.1. Agreement:** This Agreement is made and entered into by and between the CITY OF XENIA, OHIO, pursuant to its authority under Chapter 4117 of the Ohio Revised Code, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Labor Council".

**Section 1.2. Purpose:** This Agreement between the City of Xenia, Ohio and the Labor Council has as its purpose the following:

- A. To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- C. To prevent interruptions of work and interference with the efficient operation of the Public Service and Safety Agencies of Greene County.
- D. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous agreements (either written or oral) between the City, its employees, and the Labor Council.

**Section 1.3. Modification of Agreement:** The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

**Section 1.4. Legal References:** In the event any Federal Law or State Law conflicts with any of the provisions of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. In such an event and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations which shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1. Recognition:** The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relation Board in the classification of Communications Operator I, Communications Operator II, and any classification set up having a member act in any type of shift supervisory capacity, in Case Number 97-REP-03-0058 on August 21, 1997.

**Section 2.2. Exclusions:** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

**ARTICLE 3**  
**LABOR COUNCIL SECURITY**

**Section 3.1. Labor Council Dues Deductions:** The Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.

The Employer agrees to deduct membership dues at the rate certified by the Ohio Labor Council. One (1) month's advance notice must be given to the City prior to making any changes in the rate.

The Employer agrees to deduct membership dues in the amount of fifty percent (50%) from the first paycheck of each month and fifty percent (50%) from the second paycheck of each month from the pay of any employee in the bargaining unit who has authorized the same in writing.

**Section 3.2. Payment/Labor Council:** All dues collected under this Article shall be paid by the Employer, within thirty (30) days, together with a listing of the members for whom deductions were made, to the Ohio Labor Council, 222 E. Town Street, Columbus, Ohio 43215.

**Section 3.3. Membership Cancellation:** Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee;
- B. Transfer of the employee from the bargaining unit;
- C. Revocation of the dues deduction authorization. Such revocation must be in writing submitted to the City's Finance Director with a copy to the Labor Council. Such revocation may be submitted only during the "window period" between one hundred twenty (120) days and ninety (90) days prior to the end of this Agreement.

**Section 3.4. Indemnification:** The Labor Council shall hold the City harmless for any payroll deductions and payments made by the City to the Labor Council in reliance on certification from the Labor Council during the term of the payroll deduction authorization and for costs of defense of any litigation arising therefrom.

No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

**Section 3.5. Bulletin Board:** The City shall provide, at the employee's work place, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City, Communications Director or the Chief of Police.

The Labor Council agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;

- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

**Section 3.6. Ballot Box:** The Labor Council shall be permitted, upon prior written notification to the Communications Director, to place a ballot box at the Communications Center for the purpose of collecting members' ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

**Section 3.7. Use of Departmental Mail System:** The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail Boxes for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation. All mail placed into the mailboxes by the Labor Council shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

**Section 3.8. Place for Meetings:** Meetings of the Committees of the Labor Council will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than four (4) members and shall meet as necessary to administer this Agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 4.1. Management Rights and Responsibilities:** Except to the extent expressly modified or provided by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Communications Center of the City of Xenia, Ohio.

The sole and exclusive rights of the City which are not abridged by this Agreement shall include but are not limited to its right to establish or continue policies, practices or procedures for the conduct of the Communications Center and its services to the citizens of Xenia, and from time to time, to change or abolish such practices or procedures if the change or abolishment is not in conflict with this Agreement. The City retains the right:

- A. to determine the number of hours per day or week any operation of the Communications Center may be carried on;
- B. to recruit, select, and determine the number of qualifications and characteristics of employees;
- C. to assign such work in accordance with the requirements determined by the City; to establish training programs and requirements for upgrading employees; to establish and change work schedules and assignments;
- D. to transfer, promote, lay off, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, demote, discharge, or otherwise discipline employees for just cause;
- E. the right to determine and from time to time re-determine, the number, locations, and relocation and types of its operators and employees or to discontinue any performance by operators or employees of the City of Xenia, and;
- F. to take such measures as the City may determine to be necessary for the orderly and efficient operation of the Communications Center. Nothing herein shall prevent an employee from presenting a grievance for the alleged violation of any article or specific term of this Agreement.

**ARTICLE 5**  
**NON-DISCRIMINATION**

**Section 5.1. Non-Discrimination:** The parties hereto agree that neither shall discriminate against any bargaining unit member because of membership or non-membership in the Labor Council, or the participation in the activities herein prescribed, nor discriminate against any member of the Labor Council for any action involving a member's assigned duties on behalf of the City of Xenia, Ohio.

**Section 5.2. Compliance:** The City, the Labor Council and each member will fully comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account of race, color, religion, sex, disability, national origin, ancestry, age, marital status or political affiliation.

**Section 5.3. Plurals and Gender:** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 6**  
**LABOR COUNCIL BUSINESS**

**Section 6.1. Shift Representation:** The Labor Council may select one representative per shift and one alternate representative per shift to act in the absence of the representative. These shift representatives shall be certified to the City in writing. Only those representatives certified by the Labor Council in writing will be permitted to conduct business on behalf of the Labor Council.

**Section 6.2. Grievance Representative:** The Labor Council shall appoint one of its members as Grievance Representative, and may select an alternate to act in the absence of the Grievance Representative. The Grievance Representative shall be identified, and the City kept informed as to the member's identity at all times. Such member shall act as liaison between the City and the Labor Council in grievance matters, and such duties shall include:

- A. Attendance at Management-Labor Committee meetings.
- B. Responsibility for posting Labor Council notices on the Bulletin Board and policing it for improper materials.
- C. Representing the Labor Council in investigating and processing of grievances beginning at Step 2 of the Grievance Procedure.
- D. Replacing a shift representative who is unavailable.
- E. Notifying Management of the Labor Council's intent to invoke or not to invoke any steps of the Grievance Procedure beyond Step 1.
- F. General responsibility for handling grievances beyond Step 1.

The Grievance Representative may be released at reasonable times upon request to participate in meetings and discussions with regard to grievances or aforementioned problem areas without loss of pay or benefits.

**Section 6.3. Negotiations:** The number of employees attending negotiations will not exceed three. If the employee(s) is/are on duty at the time the employee is attending the negotiating session, the employee shall be paid. If the employee is not on duty at the time, no compensation will be paid.

**Section 6.4. Labor Council Release Time:**

- A. The City shall make reasonable provisions for authorizing use of vacation leave, holiday time, or compensatory time for employees to attend or conduct Labor Council functions. Such release from duty is subject to scheduling requirements in the interest of efficient operation of the department but shall not be arbitrarily refused by the City.
- B. The City will make provisions for a total of twenty-four (24) hours authorized leave annually for the Labor Council Associate (or designees) to attend the Labor Council convention or other major Labor Council business meetings. The above time off for the Labor Council Associate (or designees) shall be days off with full pay at no expense to the employee's vacation or sick leave credit. However, the City will allow up to four (4) employees per year (no more than two (2) at

any one time) to attend, without loss of pay or benefits, the semi-annual Leadership Seminars sponsored by the Ohio Labor Council. Any employee accepting such training may be required to serve as a shift representative for at least one (1) year from the date of the training.

- C. The Associate of the Labor Council shall, at least 10 days prior to the date of the function submit notice to the Communications Director identifying the function, certify the member(s) attending, and indicate the starting and ending date and applicable scheduled hours for each employee. The Communications Director will approve the request within three working days after receipt, provided Center operations will not be unreasonably affected on the scheduled days in question.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

**Section 7.1. No Strike:** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Xenia. Therefore:

The Labor Council agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the Labor Council by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Labor Council shall notify striking employees that they are required to return to work and if they refuse, then they become subject to the provisions of Section 4117 of the Ohio Revised Code.

**Section 7.2. No Lockout:** The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Labor Council as a result of a labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

**ARTICLE 8**  
**LABOR/MANAGEMENT MEETINGS**

**Section 8.1. Meetings:** In the interest of sound Labor/Management relations, the Labor Council and the City will meet no less than once each quarter at agreeable dates and times for the purpose of discussing those matters outlined in Section 8.2 below. Meetings in the first and third quarters shall be called by Management and meetings in the second and fourth quarters shall be called by the Labor Council. The quarterly meetings may be cancelled by the calling party if they do not have an agenda. Meetings shall be held within a reasonable time (not to exceed fourteen (14) calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved. Normally, no more than four (4) employee representatives of the Labor Council, three (3) representatives of the City, and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings.

**Section 8.2. Agenda:** The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below:

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the City which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Labor Council representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

**Section 8.3. Reports:** Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses promised by each party's representatives during such meetings to items raised at such meetings will be submitted to the other party's representatives who attended such meeting within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

**Section 8.4. Prior Concerns:** Before redesigning the communications center, to include the break room area, management will refer the design to the labor-management committee.

**ARTICLE 9**  
**PERSONNEL FILES**

**Section 9.1. Personnel File:** There shall be only one (1) official personnel file per employee maintained by the City.

- A. Every member shall be allowed to review their personnel file at any reasonable time upon written request. A member may also authorize their attorney to review their personnel file. Such request shall be made to the Human Resources Director and review of the file shall be made in the presence of the Human Resources Director or the Human Resources Director's designated representative.
- B. Any member may copy documents in their file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.
- C. If upon examining their personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Human Resources Director explaining the alleged inaccuracy. The Human Resources Director shall attach the memorandum to the document in the file and shall note thereon the Communications Director's agreement or disagreement with the memorandum's contents. Any employee's signature on a document shall mean the member has seen the document and not that the member agrees with its contents unless it is so stated on the document.
- D. Records of oral or written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

**ARTICLE 10**  
**DISCIPLINE AND SELF-INCRIMINATION**

**Section 10.1. Purpose:** The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by employees of the Center. The specific procedures and rights of the City and the employees are outlined so that a clear understanding by both parties may be realized.

**Section 10.2. Investigation Procedures:** The City will use the existing chain of command structure or designees to clarify complaints or allegations regarding members of the Communications Center. In general, (unless a special Grand Jury has been convened) the Police Division will be used to investigate criminal complaints or criminal allegations against employees. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police. Disciplinary functions will be handled through the existing chain of command structure.

**Section 10.3. Internal Investigation:**

- A. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.
- B. Before an employee may be charged with any violation of the Center's Rules and Regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate Labor Council representative and/or attorney before being required to answer questions.
- C. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee.
- D. All interrogations and/or interviews of members conducted in conjunction with an investigation shall be audio or videotape recorded by the City at the request of either party. If the employee's statement is reduced to writing, the employee or representative authorized by the employee shall be given a copy of said statement.
- E. When any anonymous or frivolous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
- F. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employees shift, preferably during the employee's working hours. Such sessions shall be for reasonable periods of time, and time shall be

allowed during such questioning for rest periods and attendance to other physical necessities.

- G. In the interest of fair and expeditious corrective action, an operator who has allegedly committed a violation of a minor nature relating to the operator's performance may be interviewed by an immediate supervisor prior to orally correcting and counseling said operator.

**Section 10.4. Disciplinary Procedure:**

- A. No employee shall be disciplined, reduced in pay or position, suspended or removed, except for just cause. Warnings or reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.
- B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not limited to, an oral warning, written reprimand, short-term suspension, and either a long-term suspension, demotion, or discharge.
- C. The City may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. When the Communications Director schedules an operator for a hearing for the purpose of determining whether or not the operator has committed an infraction which could result in a disciplinary action of record, the operator will be notified of the right to be represented by a representative of the Labor Council. A hearing is a meeting between an operator and the City's Representative at the prescribed time and place after the alleged occurrence of the work-related offense. No such hearing shall be held until the operator has had the opportunity to obtain such representation or has waived such right. A copy of the charges and a brief outline supporting such charges shall be sent to the operator not less than five (5) working days prior to the date of the hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.
- E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.
- F. In cases where a suspension of ten (10) days or less has been imposed on a bargaining unit employee, the City may offer the employee the option to forfeit accrued leave time (vacation, compensatory time). The forfeiture shall be one (1) hour of leave for each hour of proposed suspension. The type of leave shall be the employee's choice. The forfeiture of leave shall constitute corrective action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges. Once accepted by the employee, forfeiture of leave is not subject to appeal.

**Section 10.5. Discovery:** Discovery shall be available, prior to any pre-disciplinary hearing, of evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance may be granted to the employee upon receipt so that the new evidence may be reviewed by the employee and the employee's grievance representative and/or attorney.

**Section 10.6. Filing of Charges:** Internal investigations which result in the filing of criminal charges will be processed in accordance with the procedures of this Article regarding notification of allegations being investigated, except in cases where the interest of the investigations is best served through a confidential investigation.

**Section 10.7. Performance Evaluations:** Performance evaluations shall be completed in accordance with Civil Service Regulations. Management reserves the right to evaluate employees more often, as may be necessary on a case-by-case basis. All performance evaluations shall be reviewed with the operator by the Director or designee.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**Section 11.1. Purpose:** There shall be an earnest, honest, and prompt effort to settle differences, or any controversy that may arise between an operator and management or the Labor Council and Management with respect to any claimed violation of this Agreement.

**Section 11.2. Definitions:**

- A. A grievance is defined as a claimed violation of this Agreement.
- B. Days referred to herein shall be standard business days with normal business hours, excluding holidays.
- C. A class grievance or group grievance is defined as a claimed violation of this Agreement, which affects uniformly a group of operators and which can be resolved as to the operators in such group by processing a single grievance.

**Section 11.3. Procedures:**

**Step 1.** The operator or group of operators will verbally present the complaint to the immediate supervisor (ordinarily the Communications Director) for a disposition. The grievant(s) may be accompanied by a Labor Council Representative. If the matter is not resolved to the operator's/operators' satisfaction, the grievance must be reduced to writing, setting forth the provision of this Agreement claimed to have been violated, the nature of the grievance, the facts upon which the grievance are based, the relief sought by the grievant(s), the date of the verbal discussion, said date being prima facie valid, and the supervisor with whom the discussion was held. This will be done within ten (10) standard business days of the time the incident giving rise to the grievance occurred or within ten (10) standard business days of the time the grievant(s) could reasonably have learned of the claimed grievance. The date of the response deadline shall be written on the grievance form during the exchange of the grievance form at each step. To ensure timeliness and for documentation purposes, the grievance shall be presented to the Police Chief's Secretary (or designee) by a Labor Member for time stamp. The Director will reply in writing to the grievant(s) within ten (10) standard business days after it has been presented to the Director. If the grievant(s) is not satisfied with the reply of the Director, the grievant(s) shall proceed to Step 2 of this procedure.

**Step 2.** The written grievance must be filed by the Labor Council within five (5) standard business days after the reply of the Director has been received by the grievant(s) and shall be filed with the Chief of Police. The grievance shall be presented to the Police Chief's Secretary (or designee) for time stamp by a Labor member. The Chief of Police will render a written decision to the grievant(s) with a copy to the Labor Council and to the City Manager within ten (10) standard business days from the time the Chief receives the grievance in writing. If the Chief of Police fails to render a written decision within ten (10) standard business days, or the Chief's decision is not satisfactory to the grievant(s), the Labor Council may proceed

to the third step within ten (10) days. If the Labor Council does not proceed to Step 3 within such ten (10) days, the grievance shall be considered satisfactorily resolved.

**Step 3.** If the grievance has not been satisfactorily resolved at Step 2, the grievance shall be submitted in writing by the Labor Council to the City Manager's Secretary or the Manager's designee for a time stamp by a Labor Member. The City Manager or the Manager's designee with the assistance of the Chief of Police shall investigate the matter and hold a grievance hearing at a mutually agreeable location within ten (10) standard business days. The City Manager shall respond to the Labor Council and the grievant(s) in writing within ten (10) standard business days after the hearing. Both the Labor Council and Management shall have the right to call such witnesses as are necessary to the investigation of the grievance. The grievant(s) may be represented by two (2) Labor Council representatives and/or counsel, and Management may also be represented by counsel. If a written notice of intent to file under the arbitration procedure (Step 4) is not received by the City Manager's Office within (10) days after receipt by the Labor Council of the written reply from the City Manager, the matter shall be considered satisfactorily resolved.

**Step 4.** Within ten (10) standard business days of receipt of intent to file for arbitration proceedings under the grievance procedure, the City Manager and the Labor Council shall by letter jointly request a panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. The parties shall alternate striking the first name. A date for such arbitration shall be set as soon as possible in accordance with the wishes of the parties and the availability of the arbitrator. Any City employee called by either party shall not suffer loss of pay. The arbitrator's award shall be reduced to writing and state reasons for reaching the decision. The arbitrator shall have no power to add to, subtract from, or modify any provisions of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

Both the Labor Council and the City shall share equally in the costs for the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure.

**Section 11.4. Time Limits:** In the event management fails to reply to a grievance as set forth herein in the appropriate time, the grievant(s) may proceed to the next step. A grievant(s) that does not proceed to the next step within the appropriate time limit shall be considered to have the grievance satisfactorily resolved unless management shall have caused the delay by failure to respond. It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Labor Council. A grievance that is filed because of disciplinary action shall be submitted at the level that issued the discipline.

**Section 11.5. Labor Council Participation:**

- A. The grievant shall have the right to have a Labor Council representative present at any of the steps of the grievance procedure.

- B. While an operator may discuss differences, controversies, or a claimed violation of the contract with the Director or designee in an attempt to resolve the matter, no formal or written grievance may be filed or processed unless such action is approved by the Labor Council representative as provided for heretofore and no grievance shall proceed to Arbitration without the consent of the Labor Council Staff Representative.

**Section 11.6. Informal Discussions:** The Grievance Procedure shall in no way prevent the operator from approaching the Director or designee for information and/or discussion about any matter which might otherwise be initiated as a grievance.

**ARTICLE 12**  
**SENIORITY**

**Section 12.1. Definitions:** Seniority means an employee's length of continuous service with the City since the employee's last date of hire. Center seniority shall mean an employee's length of continuous service with the Communications Center.

Notwithstanding the paragraph above; seniority time shall be prorated to reflect those periods of absence due to an unpaid leave of absence or suspension.

**Section 12.2. Seniority List:** Every twelve (12) months, the City shall post a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Labor Council when it is posted.

**Section 12.3. Probationary Period:** Every newly hired Communications Operator will be required to successfully complete a twelve (12) month probationary period from date of hire. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal to the grievance procedure contained herein or to the Civil Service Commission.

**Section 12.4. Termination of Seniority:** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff.
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation.

**ARTICLE 13**  
**LAYOFF AND RECALL**

**Section 13.1. Layoff Notification:** When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

**Section 13.2. Layoff:** The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.

**Section 13.3. Recall Notification:** Notice of recall shall be sent to the employee, by certified mail with a copy to the Labor Council. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

**Section 13.4. Time Limits:** An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous classification, but not necessarily to the shift they were working when laid off. Vacancies in a classification shall not be filled until all employees eligible for recall to that classification have been offered recall.

The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the City of the employee's intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

**Section 13.5. Probationary Period:** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

**ARTICLE 14**  
**DRUG/ALCOHOL TESTING**

**Section 14.1. Testing:** Drug/alcohol testing may be conducted on employees, post-incident, reasonable suspicion, or randomly as part of The Bureau of Workers' Compensation's drug free workplace. Random testing may test no more than twenty-five percent (25%) of the citywide work force once a year unless there is already reasonable suspicion. The location of submitting samples shall be mutually agreed.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**Section 14.2. Screening:** All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures.

**Section 14.3. Alcohol Testing:** Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the City to proceed with sanctions as set forth in this Article.

**Section 14.4. Test Results:**

- A. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the

testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.

- B. The City may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the City may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

**Section 14.5. Retesting Procedure:**

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the retested split sample confirms the results of the first test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 14.6. Laboratory:** The name of the testing laboratory shall be maintained by the City. This laboratory shall conduct any testing directed by the City.

**Section 14.7. Employee Sanctions:** If the testing required above has produced a positive result, the City may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 14.8. Failure to Comply:** If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

**Section 14.9. Cost of Tests:** Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 14.10. Records of Results:** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

**ARTICLE 15**  
**RULES AND REGULATIONS/SAFETY**

**Section 15.1. Rules and Regulations:** The City agrees that Rules, Regulations, Policies and Procedures of the Center shall be furnished to all members of the bargaining unit in written form.

To the extent possible the City agrees that amendments to the Rules, Regulations, Policies and Procedures shall be provided to the Labor Council in written form fourteen (14) days in advance of their implementation. The Labor Council or any member of the bargaining unit may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The City may, in emergencies or where the City is in immediate jeopardy, implement a change in the rules, regulations, policies and procedures. The Labor Council review will take place within fourteen (14) days of implementation.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its Rules, Regulations, Policies and Procedures.

**Section 15.2. Safety Policy:** The City agrees to maintain in safe working condition all facilities and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities and equipment shall be. The Labor Council agrees to work cooperatively in maintaining safety in the Xenia/Greene Central Communications Center.

**ARTICLE 16**  
**HOURS OF EMPLOYMENT AND OVERTIME**

**Section 16.1. Weekly Work Period and Compensation:** Hours of work for full-time operators shall be eighty (80) hours in a fourteen (14) day period. For operators, the bi-weekly work period for overtime purposes shall be fourteen (14) days. Paychecks will be issued bi-weekly in accordance with a schedule provided by the Director of Finance. The paychecks issued will include all regular and overtime hours earned in the last bi-weekly period and shall be issued within a calendar week after the end of the last work period, normally Friday. Hours of work shall include Saturday and Sunday working hours in the interest of public health, safety and welfare.

**Section 16.2. Trading Time:** Management will allow, at its discretion, trading of work hours. Pay back for trades shall be accomplished within the same pay period. An operator may make only one (1) trade per shift day. Requests for trades shall be made in writing by both requesting operators in sufficient time for management review and approval. Once a trade is approved, the operator who agreed to the trade is responsible for coverage of the hours traded into. When trades involve a listed holiday, the compensation benefits for holiday hours worked are payable to the employee actually working on the holiday.

**Section 16.3. Period Definitions:** A day is defined as a twenty-four (24) hour period commencing at a specified time on a day that allows for eighty (80) hours work in a bi-weekly shift rotation. An operator's normal workday is a twelve-hour shift of twelve (12) consecutive hours. The Center shall operate with five (5) person platoons. The Center may utilize split starting times for such platoons.

**Section 16.4. Overtime:** Operators shall be compensated at a rate of one and one-half (1-1/2) times their hourly rate for all hours worked (excluding sick leave hours and injury leave hours) in excess of the operator's regularly scheduled hours per day or per pay period except as specified in other Articles and Sections of this Agreement.

**Section 16.5. Pyramiding Prohibited:** Vacation leave hours, holiday hours or other authorized paid leave hours (excluding sick leave and injury leave hours) shall be included in the total of hours determining overtime hours, but in no event shall an employee pyramid overtime.

**Section 16.6. Holiday Work:** Regular scheduled hours of work for operators shall include holidays in the interest of public health, safety and welfare consistent with other Articles and Sections of this agreement.

**Section 16.7. Time Off in Lieu of Payment:** If an operator elects to take regularly scheduled hours off in lieu of payment for any time compensable as unscheduled overtime as defined in Section 16.4, such time off shall be granted by the Director on an hour and one-half (1-1/2) off for every hour worked basis at a time mutually convenient to the operator and the Director or the Director's designee. Each operator shall be allowed to accumulate up to a total of one hundred twenty (120) hours of compensable time.

Accumulated but unused compensable time shall be paid between November 1 and Thanksgiving, as determined by the Finance Director, at the operator's regular hourly rate of pay up to a total of eighty (80) hours. The member may carry over forty (40) hours of compensable time from one calendar year to the next.

**Section 16.8. Double Time:** All employees shall be paid on the basis of 100% increase over their regular hourly rate (commonly called double time), for all work done on the eighth consecutive day actually worked. To be eligible for double time, an employee must actually work and not be in a paid leave status, including being off work on a holiday, for a minimum of eight (8) hours each day for each of the seven (7) preceding days.

NOTE: On this Section, it is the employee's obligation prior to overtime occurring to point out to the City when overtime that will trigger double time is going to occur. Failure to timely notify the City will result in one and one-half (1-1/2) times the hourly rate for such hours worked.

**Section 16.9. Overtime Availability:**

- A. All overtime shall be offered equally to all full time operators in the division except:
  - a) in case of emergency,
  - b) when it becomes necessary for the proper and efficient operation of the Communications Center, or
  - c) when a particular operator with special skills or qualifications is needed. Notwithstanding the prior exceptions, the City shall make all reasonable efforts to equalize overtime.
- B. An available operator is defined as an operator not on approved leave. At least one (1) but not more than two (2) operators shall be scheduled for "on-call" for each shift on each day. In general, operators who are scheduled to be "on-call" must respond and be immediately available in the event the communications center drops below minimum staffing levels or other emergencies.
- C. Overtime will always be granted and/or ordered to the available same-shift (days for days, nights for nights) operator with the lowest accumulated overtime hours for that calendar year. The available same-shift operators will be exhausted before the available opposing-shift (days for nights, nights for days) operators are granted and/or ordered for the overtime. Opposing-shift operators will not be ordered to work more than six (6) hours. Exceptions to this rule are outlined in Sub-Section E and when the "on-call" operator is granted and/or ordered the overtime.
- D. Short-notice overtime shall be any overtime scheduled less than seventy-two (72) hours prior to the shift to be worked. A general message will be sent requesting volunteers. Short-notice overtime will be granted first to the "on-call" operator should the "on-call" operator volunteer. If the "on-call" operator does not volunteer, overtime will be granted to the volunteering operator with the lowest accumulated overtime hours for that calendar year. Should no one volunteer within twenty (20) minutes, the Center shall contact and order the operator designated as "on-call" to work the shift. The "on-call" operator shall public service the Center to confirm the order. If the "on-call" operator does not confirm the order, the Center shall public service the operator. It is the responsibility of the on-call operator to call the Center confirming the "order in."

If there are multiple occurrences of overtime and the "on-call" operator is already working that shift, the available volunteering operator with the lowest accumulated overtime hours for that calendar year will be granted the overtime. Should no one volunteer, the available operator with the lowest accumulated overtime hours for that calendar year will be ordered to work the overtime.

- E. In the event the Center falls below minimum staffing at shift change, the "on-duty" operator with the lowest accumulated overtime hours for that calendar year will be ordered to stay over until properly relieved.
- F. Regular overtime shall be any overtime-scheduled seventy-two (72) hours or more in advance of the shift to be worked. The Director or designee shall post regular overtime sign-up sheets in the center a minimum of seventy-two (72) hours prior to the shift to be worked. Regular overtime will be granted to the volunteering operator with the lowest accumulated overtime hours for that calendar year. Should no one volunteer, the Director shall order the operator with the lowest accumulated overtime hours for that calendar year to work the overtime. The Director will attempt to advise the ordered operator of that fact no later than seventy-two (72) hours prior to the shift of overtime, but as soon as possible.
- G. Operators shall normally submit all leave requests seven (7) calendar days in advance (but no more than six (6) months prior, which will include all consecutive leave days when one (1) or more days fall within the six (6) months) in order to provide the Director sufficient time to arrange the work schedule. Nothing shall prohibit an operator from submitting a leave request after the seven (7) days. The Director may approve leave requests submitted after the seven (7) days at the Director's discretion. With approved leave of two (2) or more consecutive full tours of duty an operator will not be required to be available for assigned overtime on scheduled days off. Such operator must note on the leave slip "not available for overtime" at the time of the submission. An operator may request to not be scheduled for overtime when using less than two (2) full tours of duty.
- H. "On call" shall be assigned equally to operators with day shift operators covering day shift "on call" duty and night shift operators covering night shift "on call" duty. Management will post the four-month "on-call" schedule in the Center at the same time the shift schedule is posted. Operators shall be compensated one (1) hour of pay for each day of actual "on call" duty service.

In the event an operator has been assigned "on call" duty during approved leave, it is that operator's responsibility to post a trade request notice in the Center. If no one volunteers to trade, management will order the same-shift (days for days, nights for nights) operator with the lowest accumulated overtime hours for that calendar year to trade. If an operator has been assigned "on call" duty during approved bereavement or sick leave with a doctor's excuse, repayment of "on call" duty is not necessary, and it is the Director's responsibility to post a request notice in the Center.

**Section 16.10. Other Provisions:** Unauthorized leave, periods of suspension and absence without leave shall be deducted from the regularly scheduled weekly period in which absences occur. Overtime or other premium pay will not be paid until the operator has worked a sum of hours equal to those hours the operator would have been regularly scheduled to work in the weekly period.

**Section 16.11. Fischer Days:** When members are assigned to a twelve (12) hour platoon schedule, there will be one scheduled eight (8) hour shift, to be worked by operators in order to conform to the eighty (80) hour pay period. These days hereinafter shall be referred to as "Fischer Days". Management will accept written requests for specifically scheduled Fischer Days consistent with the Shift Preference Article in this Agreement. Operators using time off at the beginning of a tour of duty as a "Fischer Day" shall be subject to be paged and/or called within two (2) hours prior to the regular starting time for such tour to insure there is minimum staffing.

The following rules will apply to the use of Fischer Days as described in this Section 16.11.

1. Operators will select Fischer Days by seniority for each pay period, during each schedule.
2. Fischer time can be scheduled at the beginning or end of the shift, creating a total of fourteen (14) available slots.
3. Previous Fischer time selected and canceled because of another operator's illness or approved time off will require an operator to select another available day or hours left in the pay period.
4. Fischer days may be secured by taking a minimum of two (2) hours vacation or comp time in conjunction with a scheduled Fischer Day, with the provision the contract allows for bumping of vacation during the thirty (30) day window of submission.
5. Operators must take a minimum of two (2) hours vacation or compensatory time to bump another operator from that employee's scheduled Fischer Day. The bumped operator would need to move their Fischer Day to any available day or hours left in the pay period.
6. Trading of scheduled Fischer Days is permitted as long as both parties agree with the trade and is noted on the posted schedule.
7. Should an operator reach the end of a pay period and have not been able to use their Fischer Day, the Fischer Day shall be charged to any day in the pay period where leave time was used. If an operator has used more than one (1) type of leave in a pay period the operator will choose what type leave is used to replace their Fischer time, by notifying the Director with a note or email no later than the end of the pay period.
8. When possible, the last working day of the schedule for a platoon should be avoided as a prescheduled Fischer Day.
9. Each operator is responsible for posting Fischer times and/or changes on the posted schedule. The Director shall be notified by operator(s) via handwritten note or email advising of any change to the schedule.
10. All Fischer Day slots should be utilized before requesting payment of unused Fischer time.

**Section 16.12. City Hall Closed:** Should the City of Xenia close City Hall early on days prior to holidays for non-emergency reasons, on duty operators shall receive hour for hour compensatory time for such closed hours. Such compensatory time hours may be used by mutual agreement, may not create overtime, and must be used within four (4) months.

**ARTICLE 17**  
**SHIFT/PLATOON PREFERENCE**

**Section 17.1. Preference:** The City agrees that preference for assignments to a given shift/platoon shall be granted to operators with eighteen (18) months or more of employment with the City. Those employees with less than eighteen (18) months of employment with the City will normally be assigned by the Director or designee prior to the bidding process. Normally, these employees will not be assigned to a day shift position unless waived or agreed to by the parties. For the purposes of this Article “shift” is defined as hours of the day and “platoon” is defined as a group of employees working a shift.

**Section 17.2. Procedure:** The following preference procedure shall be applicable to assignment of eligible employees to benefit the operator and satisfy the needs of the center.

- A. The shift/platoon schedule shall be posted thirty (30) days prior to the four (4) month schedule rotation or a rotation determined by the Chief through labor management.
- B. Employees shall, by written request on a “slotted schedule” form to the Communications Director or the Director's designee, provide their preference no later than forty-five (45) days prior to the four (4) month schedule rotation or a rotation determined by the Chief through labor management.
- C. Where conflicts occur in determining shift/platoon assignments, preference shall be given to operators with seniority unless waived or agreed to by the parties.
- D. Once shift/platoon assignments are approved, seniority of all shift/platoon operators shall determine the selection of Fischer Days.
- E. If seniority is equal, consideration may be given to operators attending educational programs, which improves their proficiency and enhances overall Center efficiency.
- F. For the purpose of this Article, seniority is defined as time in grade with the Communications Center.

**Section 17.3. Necessary Changes:** The exercise of bid preference shall not limit the City from making any work schedule changes at any time that it becomes necessary for the proper and efficient operation of the Communications Center, but upon said change, bid preference shall be re-implemented as soon as possible.

**Section 17.4. Shift Hour Preference:** If the City determines a change in shift hours is needed, members of the bargaining unit shall be polled as to their preference, and the resulting data will be used as part of the decision making process.

**Section 17.5. Minimum Staffing:** Minimum staffing shall be four (4) operators on duty. The Communications Director or the Director's designee may, at their sole discretion, waive the minimum staffing.

**ARTICLE 18**  
**PAY PLAN**

**Section 18.1. Pay Schedule:** Communications Operators shall be paid in accordance with the following pay plan in pay range 312:

**Basic Pay Schedule from August 17, 2014 to August 15, 2015** **2.5%**

STEPS	A	B	C	D	E	F
Hourly	\$16.25	\$17.77	\$19.22	\$20.72	\$22.13	\$23.61
Bi-Weekly	\$1300.00	\$1421.60	\$1537.60	\$1657.60	\$1770.40	\$1888.80
Annually	\$33,800.00	\$36,961.60	\$39,977.60	\$43,097.60	\$46,030.40	\$49,108.80

**Basic Pay Schedule from August 16, 2015 to August 13, 2016** **2.25%**

STEPS	A	B	C	D	E	F
Hourly	\$16.62	\$18.17	\$19.65	\$21.19	\$22.63	\$24.14
Bi-Weekly	\$1329.60	\$1453.60	\$1572.00	\$1695.20	\$1810.40	\$1931.20
Annually	\$34,569.60	\$37,793.60	\$40,872.00	\$44,075.20	\$47,070.40	\$50,211.20

**Basic Pay Schedule from August 14, 2016 to August 12, 2017** **2%**

STEPS	A	B	C	D	E	F
Hourly	\$16.95	\$18.53	\$20.04	\$21.61	\$23.08	\$24.62
Bi-Weekly	\$1356.00	\$1482.40	\$1603.20	\$1728.80	\$1846.40	\$1969.60
Annually	\$35,256.00	\$38,542.40	\$41,683.20	\$44,948.80	\$48,006.40	\$51,209.60

The bi-weekly and annual amounts set forth above are computed on an 80-hour work period, 26 periods per annum basis and are for information only. Pay will be based on the hourly rate.

**Section 18.2. Special Assignment:** Communication Operators performing a special assignment (EMDQ, Asst. EMDQ, TAC and Asst. TAC) shall be plus rated at five percent (5%) above the listed Communications Operators basic pay scale for all hours in paid status while filling such assignment. Management may designate other temporary special assignments as needed at their discretion. Should a Communication Operator also be assigned as the O.I.C. listed below, such Communication Operator shall receive an additional seven percent (7%) plus rating for a total of twelve percent (12%).

**Section 18.3. Operator-In-Charge:** In the absence of the Director or his/her designee for more than three consecutive standard administrative business days, an operator shall be selected to serve as the Operator-In-Charge on a temporary basis. Such operator must have three (3) years of service and shall be paid at least a twelve percent (12%) increase.

**Section 18.4. Training Operator:** An operator that serves, as a trainer for new employees shall be plus rated in the same manner as an O.I.C. in Section 18.3 for all hours so served, as a trainer.

**Section 18.5. Shift Differential:** Should the parties change the work schedule from twelve (12) hour shifts, a twenty-five cents (\$.25) per hour differential shall be added for all hours worked on second and third shifts.

**ARTICLE 19**  
**CALL-IN TIME AND PAY**

**Section 19.1. Call-in Time:** Call-in time is defined as time for work assigned by the Communications Director or the Director's designated representative, consistent with Center rules and regulations, and performed by an operator at a time disconnected from the operator's normal or prescheduled hours of work. Call-in time is not extra time at the beginning or end of the normal or prescheduled hours of work. An operator called in to the Communications Center will be paid for the time at the job site only.

**Section 19.2. Call-in Pay:** An operator who is called in will be credited with a minimum of two (2) hours of work. An operator who is called in and works more than two (2) hours will be paid for actual hours worked.

Operators will be compensated for call-in time at their regular hourly rate until their total number of hours worked exceeds eighty (80) in a pay period. Operators will be paid at a rate of one and one-half (1-1/2) times their regular hourly rate for hours worked in excess of eighty (80) hours in a pay period. The total of hours worked will be calculated in accordance with Article 16, Hours of Employment and Overtime.

**Section 19.3. Eligibility:** An operator will be compensated for call-in pay provided the operator has worked, or is in a paid leave status, for all regularly scheduled hours by the end of the work period. An operator called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at the operator's regular pay rate for actual hours worked until the operator has a sum of hours equal to the regular hours. When an operator achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance with Section 2 of this Article.

**Section 19.4. Hours of Work:** The operator is expected to perform a minimum of two hours of work unless otherwise excused by the City and will receive two (2) hours of pay at one and one-half (1-1/2) times the operator's regular rate. The operator is required to check with their supervisor to determine if additional work is to be performed.

The operator may choose to work less than two hours. In that case the operator will be compensated for hours actually worked.

**ARTICLE 20**  
**TRAINING**

**Section 20.1. Training Required:** All operators will attend training as necessary to maintain and improve skills as required by the Communications Director unless otherwise excused by the Communications Director or the Director's designee.

The director shall post a tentative annual schedule (dates and times) at least thirty (30) days in advance of the first training date. The director shall post a firm training agenda schedule quarterly at least thirty (30) days in advance of the first training date.

Training may be canceled because of an emergency (defined as an event outside the control of management or the bargaining unit). Such training may be rescheduled with a minimum of thirty (30) days notice. The thirty (30) day notice may be waived by mutual agreement between the parties.

**Section 20.2. Payment:** Time spent in mandatory training or instruction connected to the operator's regularly scheduled work hours shall be paid at the rate of one and one half (1-1/2) times the operator's normal rate of pay for actual hours the operator is involved in the training or instruction. Employees who are required to spend time in training or instruction disconnected from their normal work schedule will be credited with a minimum of two (2) hours of work at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Employees who are required to spend more than two (2) hours in training or instruction disconnected from their normal work schedule will be paid for actual hours in training or instruction at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Off site extended training hours must be mutually agreed prior to attendance of such training.

## **ARTICLE 21** **HOLIDAYS**

**Section 21.1. Designated Holidays:** The following days are designated as paid holidays for all employees:

- A. The first day of January, known as NEW YEAR'S DAY
- B. The third Monday in January, known as MARTIN LUTHER KING DAY
- C. The third Monday in February, known as PRESIDENT'S DAY.
- D. The Friday preceding Easter, known as GOOD FRIDAY
- E. The last Monday in May, known as MEMORIAL DAY
- F. The fourth day of July, known as INDEPENDENCE DAY
- G. The first Monday in September, known as LABOR DAY
- H. The eleventh day of November, known as VETERAN'S DAY
- I. The fourth Thursday in November, known as THANKSGIVING DAY
- J. The 25th day of December, known as CHRISTMAS DAY

**Section 21.2. Holiday Pay:** An employee scheduled off on a recognized holiday will receive compensation equal to the employee's normal rate of pay times eight (8) hours. For purposes of this article, the holiday shall be the shift with a starting time on the holiday. For sick leave usage on holidays, see Article 28. For an employee scheduled off or on approved leave, see Section 21.4.

**Section 21.3. Payment for Working Holidays:** An employee who is regularly scheduled or required to work on a recognized holiday will receive compensation for actual hours worked at a rate of one and one half (1-1/2) times the normal rate of pay and holiday compensation equal to the employee's normal rate of pay times employee's normally scheduled hours unless deemed ineligible for holiday pay.

**Section 21.4. Eligibility:** In order for an employee to be eligible to receive holiday pay, the employee must work as scheduled on employee's last regularly scheduled day before and on employee's last regularly scheduled day after the holiday or as scheduled or required to work on the recognized holiday unless otherwise excused. An employee failing to work as scheduled on employee's last regularly scheduled day before, on or after the holiday will result in the employee receiving no holiday pay.

If an employee who is on "on call" duty is activated and works as ordered, either before or after a holiday, then that pager day will count as a "regularly scheduled" day for the purpose of holiday pay eligibility.

An unexcused absence—as applied to Article 21—is defined as an employee not working as scheduled or required for reasons other than approved vacation, bereavement, jury duty, comp time, approved injury leave or approved Family Medical Leave Act absences.

**Section 21.5. Use of Approved Leave on the Holiday:** If an employee is unable to work as scheduled on a recognized holiday due to an excused absence, the employee will receive compensation equal to the employee's normal rate of pay times eight (8) hours and will receive compensation for and charged with appropriate leave hours given the reason for absence.

**Section 21.6. Management Determination:** Management's schedule shall determine which operators shall work on the holiday, consistent with other portions of this Agreement.

**Section 21.7. Personal Day:** Each employee shall be entitled to one regular scheduled work day of personal time. Personal time may be taken in blocks of four (4) hours. Personal time must be approved in advance to allow management time to adjust the work schedule.

**ARTICLE 22**  
**VACATION**

**Section 22.1. Rate of Accrual:** Each full-time operator shall accrue vacation at the hourly accrual rate set forth below for actual hours worked or while on a paid leave status. Employees on leave of absence without pay (or other unpaid status) or on lay-off from the City, shall not accrue vacation hours during the period of such absence.

LENGTH OF SERVICE VACATION	HOURLY ANNUAL RATE	AVERAGE ANNUAL HOURS
Less than ten (10) complete years of service	.04616 per hour	96 hours
Over ten (10) but less than twenty (20) years of service	.06924 per hour	144 hours
Over twenty (20) complete years of service	.09231 per hour	192 hours

The average annual hours of vacation operators accrue are based on the hourly accrual rate times 2,080 (the average hours operators are scheduled to work) and are listed for information only.

**Section 22.2. Effect of Holiday:** In the event a holiday occurs during an operator's vacation, the operator shall have the option, in writing, to:

- A. Be compensated for the holiday and vacation time and charged vacation hours, or
- B. Be compensated for the holiday only and not be charged with or compensated for vacation hours.

**Section 22.3. Call-in During Vacation:** If an operator is called in to work while on vacation, the operator shall have the choice, in writing, of the following options:

- A. The operator shall be paid at straight time and not be charged for vacation, or
- B. The operator shall be paid at one and one half (1-1/2) times their regular pay and be charged with vacation.

Operators shall not be called from vacation unless an emergency exists or available manpower falls below a safe level for the Communications Center to properly function, as determined by Management. If operators are to be called in Management will attempt to call in "off-duty" operators not on vacation prior to calling operators on vacation.

**Section 22.4. Vacation Scheduling:** Operators shall schedule vacation in the following manner:

- A. Vacation leave shall be requested subject to Article 16, Section 16.9-G. The Director shall respond to all requests within seven (7) days of submission.
- B. Whenever one or more operators wish to take vacations and the work schedule of the division is such that not all can take it at the same time, seniority shall be the determining factor in deciding who shall take vacation.

- C. The number of individuals on simultaneous leave shall be at the discretion of management in line with scheduling difficulties. Once vacation has been scheduled, no bumping of said vacation shall take place on the basis of seniority after thirty (30) days from the date of schedule. Operators who choose to schedule vacation dates prior to shift bidding may lose their locked vacation time.

**Section 22.5. Maximum Accumulation:** The intention of vacation is to permit the operator to rejuvenate from their work schedule. Therefore, substantial accumulation of vacation is strongly discouraged. Accumulation of vacation shall not exceed a maximum of two hundred and forty (240) hours for employees with less than ten (10) years of service and three hundred and sixty (360) hours for employees with ten (10) or more years of service.

**Section 22.6. Advance Payment:** Operators, upon proper request may receive vacation pay in advance of the vacation period. The request for vacation pay shall be submitted to the Finance Director, in writing, at least two (2) weeks ahead of the next scheduled pay, at which time the employee expects to receive the advanced vacation pay.

**Section 22.7. Effect of City Layoff:** An operator who is laid off and returns to work, in accordance with the Layoff Article in this Agreement, shall be credited with years and months of full-time service employed by the City prior to the layoff, as a credit toward the operator's length of service in Section 22.1 of this Article.

**Section 22.8. Compensation Upon Separation:** Upon separation from the City's service, an operator shall be entitled to compensation for earned but unused vacation leave to the operator's credit at the time of separation, (up to a maximum of two hundred and forty (240) hours for employees with less than ten (10) years of service and up to three hundred and sixty (360) hours for employees with ten (10) or more years of service). Computation of pay for unused vacation shall be based on the hourly rate (as shown in the pay plan) times accrued but unused vacation hours.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued and unused vacation hours as identified in this Article will be paid according to law.

**ARTICLE 23**  
**LONGEVITY BENEFITS**

**Section 23.1. Eligibility:** Bargaining unit members who have continuous service with the City of Xenia of five years or greater as of December 1 of any year are eligible for longevity benefits.

**Section 23.2. Benefits:** Longevity benefits shall be paid as follows:

For more than five years service	\$150.00
For each additional year	\$20.00

**Section 23.3. Payment:** The bargaining unit member, if eligible for longevity benefits on December 1 of a year, will receive longevity payment between December 1 and December 20. The amount of the longevity payment shall equal the amount as shown in Section 23.2. Payment shall be pro-rated to the nearest pay period for any member terminating employment for any reason prior to December 1 of a year.

**Section 23.4. Part-Time Credits:** Whenever a bargaining unit member has a combination of part-time and full-time continuous service, 2080 hours of part-time employment shall constitute one year for computation of full longevity credits. Overtime hours worked shall not be used in computing benefits.

**Section 23.5. Applicability for Overtime:** Longevity payments will be added to base salary for the purposes of computing rates for scheduled and unscheduled overtime.

**ARTICLE 24**  
**UNIFORMS**

**Section 24.1. Authorized Use of Uniforms:** Uniforms provided by the City shall not be worn at any time other than actual employment, traveling to and from work or as approved by the Communications Director.

**Section 24.2. Maintenance:** Each uniform provided for the operator shall be kept clean and in good repair by the operator. Rented uniforms shall be kept clean by the renting agency; however, the operator shall make sure that they are available to the agency for cleaning.

**Section 24.3. Return of Uniforms upon Separation:** Upon separation from City service, all uniforms and equipment furnished by the City shall be returned to the Communications Director before terminal pay is issued.

**Section 24.4. Shirts:** Communication Operators must receive one polo style uniform shirt annually with the option to receive up to three (3) additional uniform shirts (various style) as approved by the Director. Orders will be placed by May 1 of each year. The cost of the shirts is considered taxable compensation, therefore will be processed through payroll.

**ARTICLE 25**  
**GROUP INSURANCE BENEFITS**

**Section 25.1. Life Insurance:** The City will provide and pay the necessary premium for \$50,000.00 life insurance and \$50,000.00 accidental death and dismemberment coverage.

**Section 25.2. Liability Insurance:** The City shall provide and pay the necessary premium for all full-time operators for professional liability insurance with limits of coverage as determined by the City.

**Section 25.3. Medical and Hospitalization Insurance:** All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive their rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review, if required by the insurance provider.

**Section 25.4. Payment of Premiums:** The City shall pay eighty-five percent (85%) of the cost of the monthly premium. The participating employee shall pay fifteen percent (15%) of the monthly premium by payroll deduction. However, employees hired after September 15, 2003 shall pay twenty percent (20%) of the monthly premium. For employees hired after December 31, 2014, the City will pay 70% of the cost of the monthly health insurance premium and employees will pay 30% of the monthly health insurance premium cost by payroll deduction as long as all eligible, participating, non-union and public safety employees hired after December 31, 2014 fall under the 70%-30% rate plan. The City shall make available an I.R.S. 125 Plan to allow employee insurance premiums to be deducted pre-tax.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

**Section 25.5. Payroll Deductions:** The City agrees to deduct the member's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., Divisible by two (2)), the member shall pay two (2) equal amounts not to exceed the monthly excess, and the City will pay the monthly amount listed above plus the balance owed one cent (\$.01).

**Section 25.6. Substitution of Coverage:** The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to accept or reject the committee's recommendation.

The Insurance Committee, or other committee as necessary, will explore options for fitness related benefits.

**Section 25.7. Compensation in Lieu of Benefits is Prohibited:** When the City, at the recommendation of the Insurance Committee, offers an opt-out program (compensation in lieu of benefits) eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

**Section 25.8. Dental Insurance:** The City shall make available a group dental insurance program. The City shall pay fifty percent (50%) of the monthly premiums and the member shall pay the remainder through payroll deduction.

**ARTICLE 26**  
**TUITION REIMBURSEMENT**

**Section 26.1. Purpose:** The purpose of this Article is to provide an incentive for bargaining unit employees to continue their education and training in job-related programs, which will improve their skills and abilities in performing their job responsibilities.

**Section 26.2. Reimbursement Amount:** The City shall reimburse employees up to one thousand two hundred fifty dollars (\$1,250.00) per calendar year of the cost of tuition incurred in pursuing a job-related educational program leading to an Associate, Bachelor or Masters Degree from any approved institution of higher education. The following reimbursement shall apply:

<b>Grade C or higher 100%</b>
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Proficiency exams and/or courses without grades shall be reimbursed at fifty percent (50%).

**Section 26.3. Sign-up Request:** On or before August 15 of each year, each employee shall complete an educational request form indicating the employee's intention to enroll in continuing education for the following calendar year. The employee shall provide the name, the degree sought, the courses to be taken in the following calendar year, and an explanation as to how any such course of study relates to the employee's job responsibilities. All such requests shall be subject to the approval of the Communications Director, whose approval must be obtained in writing before enrolling in the course(s).

**Section 26.4. Reimbursement Eligibility:** To be eligible for reimbursement, the employee must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within thirty (30) days following receipt of the following information:

- A. A transcript or grade report.
- B. A receipt indicating the amount of tuition paid by the employee.
- C. An authorization form permitting the City to deduct the amount of the reimbursement from the employee's final paycheck should the employee terminate employment within one year of completing the course(s), for whatever reason. In the event the final check(s) do not cover the tuition reimbursed by the City, the employee will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).
- D. In order to be eligible for tuition reimbursement, the employee must have one year of continuous service with the City and must have obtained each of the various certifications required in the employee's job descriptions.

**ARTICLE 27**  
**LEGAL PROCESS ABSENCES**

**Section 27.1. Absence in Response to Subpoena (operator not a party to court case or administrative hearing):** There shall be no loss of pay if the operator signs and files a statement with the Finance Director stating that compensation was received in the amount shown or no compensation was received as a result of the court appearance.

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the Finance Director at the time the above form is filed. Adherence will result in no loss of pay.

**Section 27.2. Absence Due to Response to Jury Summons:** There shall be no loss of pay if the operator signs and files a statement with the Finance Director immediately upon return from jury duty stating that compensation was received in the amount shown and the operator remits compensation received to the Finance Director before the end of the current pay period.

**Section 27.3. Absence When Party to Court Action:** In the event of absence from duty for any court hearing or administrative hearing in which the operator is a party, the operator may use accrued but unused vacation leave or accrued but unused paid absence days. If said operator does not have or chooses not to use vacation leave or paid absence days, the operator may apply for a leave of absence without pay in accordance with the current Rules and Regulations of the Civil Service Commission.

**Section 27.4. Notification:** Employees must notify the Director or designee as soon as practicable of their impending absence from duty to be excused for legal process absences.

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

**Section 28.1. Rates of Accrual and Maximum Accumulation:** Each full-time operator shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour with fourteen-hundred (1,400) hours as maximum accumulation. The normal average sick leave accrual shall average one hundred and twenty (120) work hours (0.05770 times two thousand and eighty (2,080) the average scheduled hours an employee works during a given year). Overtime hours shall not be used when computing sick leave accrual.

**Section 28.2. Permissible Uses:** Operators may use sick leave for absence due to the operator's illness, injury, doctor's or dentist's appointments (limited to the time of the appointment plus reasonable travel time), exposure to contagious disease which could be communicated to other operators, and absence due to illness, injury or death in the operator's immediate family, when the operator's presence is necessary.

Interpretation of immediate family in terms of serious illness, or injury is generally determined to be the spouse, parents, (either natural, step, foster or in-law), siblings, children (natural, step, foster or in-law) and other relatives living in the operator's household. However, the Communications Director is authorized to evaluate the individual operator's family relationship in determining what other family members might be considered to be immediate family because of the closeness of their relationship.

For purposes of bereavement leave the immediate family shall include the above listed family members plus grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, and brother-in-law.

Upon the death of a qualifying family member up to three (3) work days of bereavement leave shall be granted by the City. The Communications Director may extend such leave up to a total of five (5) workdays. The Director may require verification for the use of bereavement leave. Bereavement leave days shall be deducted from accrued sick leave days.

**Section 28.3. Sick Leave on Holidays:** If an employee is unable to work as scheduled on a recognized holiday due to an excused absence, the employee will receive compensation equal to the employee's normal rate of pay times normally scheduled hours. The employee will not be charged with sick leave hours, but will be charged with a sick leave occurrence.

**Section 28.4. Notification:** Each operator shall notify or cause the Center to be notified of an absence not later than two (2) hours prior to the regular starting time of the operator's working day.

Operators must notify the Dispatch Center directly and, if known, provide the expected date of return.

The operator shall provide the following information: personal or family member illness (relationship - if family member), general nature of illness and estimated return to work date, if possible. The operator shall be required to sign a sick leave mark off form upon return to work.

**Section 28.5. Doctor's Certificate:** A doctor's certificate to substantiate periods of three consecutive days or more may be required by the Communications Director or the Director's designee and may also be required for a period of one day in the following cases:

- A. For probationary operators,

- B. Repeated one (1) or two (2) days absences (four (4) such occurrences in one (1) twelve (12) month period), or
- C. Multiple absences on a single day (two (2) or more operators).

A Doctor's certificate shall state the employee was treated and the employee is (was) unable to work.

The Communications Director or the Director's designee has the right and may choose to investigate all sick leave before compensation is paid, and if paid, require repayment of sick pay where abuse has been proven.

The City retains the right to require any operator to be examined by a doctor selected by and paid for by the City to determine if such operator is capable of performing the essential functions of their position.

**Section 28.6. False Claim and Prohibition:** Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on sick leave and is physically capable of performing the assigned classification duties.

An operator shall not work any other employment while on sick leave with the City of Xenia without prior written approval from the Communications Director and the City Manager.

**Section 28.7. Unusual Cases:** A deficit of not more than five (5) days may be granted in unusual cases when requested by the operator, recommended by the Communications Director, and approved by the City Manager.

**Section 28.8. Compensation Upon Separation:** Accumulated (unused) sick leave will be reimbursed at termination of the employment up to an accumulation of twelve hundred and eighty (1280) hours as follows:

$$\% \text{ Credit} = 5 + H/32$$

In the above formula, "H" is the accumulated (unused) sick leave hours at termination of employment. The number of hours of sick leave that will be reimbursed will be the credit times the number of hours of accumulated sick leave, but not to exceed twelve hundred and eighty (1280) hours.

$$\text{Pay} = R \times H/100 [ 5 + (H/32) ]$$

In the above formula, "R" is the hourly rate of pay of the operator at date of termination, and "H" is the accumulated sick leave hour balance at date of termination, but not to exceed twelve hundred and eighty (1280) hours.

The above provisions shall apply only to full-time operators who have completed one (1) full year of service with the City of Xenia.

Death, either on duty or off duty, is considered as a separation from service and compensation for accrued but unused sick leaves (as identified in this Section) will be paid according to law.

**Section 28.9. Reinstatement:** Any operator, who receives payment for unused sick leave and is later reinstated, may not have sick leave reinstated. This Section does not apply to operators whose employment is terminated as a product of the City's lay-off procedures. Operators laid off and rehired under those procedures shall have the option of, upon reimbursement of the amount previously received for said hours, having that earned sick leave reinstated.

Operators with less than one (1) year's service, who were laid off and received no compensation for said hours, may, upon request, have these accumulated (unused) sick hours reinstated.

**Section 28.10. Transfer of Sick Leave:** Any operator with prior service with another public agency of the State of Ohio shall be credited with the balance of accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

**Section 28.11. Other Provisions:** Compensation for sick leave upon separation will not be made if an operator with less than ten years of service in the City of Xenia is dismissed from employment, or resigned in anticipation of being dismissed from employment for an act or acts which would result in criminal prosecution. Management will determine whether or not this Section applies in each individual case and agrees not to exercise its rights in a capricious or discriminatory manner against any operator.

**Section 28.12. Sick Leave Donation Program:** This program has been established to help those operators who are in need because of an accident or illness (not job related) and have exhausted all other paid leave including sick and vacation leave. This program does not supersede or replace any other retirement or disability program.

When the Personnel Office is made aware of the need for sick leave donations, a notice will be sent to all eligible participating operators requesting their help. Any eligible operator may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident. For donations the following criteria will apply:

- A. Only regular, full-time, non-probationary, eligible operators are able to donate sick leave credits or to be a recipient of a donation. The operator must have at least forty (40) sick leave credits three hundred and twenty (320) hours accumulated at the time of donation.
- B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached
- C. An operator may contribute only five (5) sick leave credits forty (40) hours per year.
- D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- E. The sick leave credits will be used in place of the operator's regularly scheduled workdays to the extent they are necessary.
- F. A donated sick leave credit will not count as a separate absence for the donating operator.
- G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
- H. An operator will not accrue vacation or sick leave while receiving donated sick leave.

- I. An operator will be eligible for this program up to one year after the operator has exhausted all accumulated paid leave (sick, vacation, compensatory time etc.).
- J. An operator's illness or disability must be certified by a physician.
- K. When an operator is about to exhaust their accumulated sick leave, a request for donated sick leave may be made in writing to the Human Resources Director. The physician's certification must be attached to the request. The City will determine eligibility for donations and that determination will be final. If it is determined that an operator is eligible to receive donated sick leave credits, eligible employees will be notified in writing of the request for donations. An operator who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the operator's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will credit the donee's donated sick leave balance by the number of credits received from other operators.
- L. If an operator returns to work before using all of the donated sick leave, the operator may request the balance be added to their regular sick leave line total.

## **ARTICLE 29**

### **INJURY LEAVE**

**Section 29.1. Extent of Benefit:** In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior or carelessness (which goes beyond negligence) on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive up to seven hundred twenty (720) hours of leave for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, the operator may elect to use accumulated sick leave and/or other accrued leave. In extreme cases where the operator has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager, considering the facts of the particular case.

Where disability caused by in-the-line-of-duty injury continues for a period of twelve (12) months, and all leave is exhausted, the operator shall apply for disability retirement within thirty (30) days; and upon receipt of a decision from the pension board retire at the time specified in the order.

**Section 29.2. Reporting:** All on-duty injuries must be reported to the Communications Director immediately (within forty-eight (48) hours). A written injury report will be prepared, by the operator and the Communications Director and forwarded to the office of the City Manager. If the injury is in the line-of-duty and is not reported within the forty-eight (48) hour period, the City reserves the option as to whether or not injury leave will be allowed.

**Section 29.3. Workers' Compensation:** When the operator is unable to work for three or more days as the result of an in-the-line-of-duty injury, the operator will cause to be filed a claim for Workers' Compensation benefits. Charges will be made against sick leave accruals for any periods not covered by Workers' Compensation Statutes. During periods of investigation, disputed claims, or waiting periods, an operator may elect to use accumulated sick leave, vacation leave, or personal absence days. At the time of claims resolution, the City will, at the written request of the operator, adjust (credit) the operator's leave balances to the maximum allowable benefit by law.

To the extent that an employee is charged with sick leave for a period in which the employee is entitled to injury leave, the sick leave will be reinstated to the employee's accrual.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

**Section 29.4. Payment:** An operator will receive their regular salary paid by the City. All payments for wages, while an operator is on injury, sick, or other accrued leave, received by the operator from Workers' Compensation, will be immediately turned over to the City of Xenia. If the payments for wages are not turned over to the City by the operator, the Director of Finance is authorized to collect the

amount due to the City from the operator. The Director of Finance may use whatever means legally necessary to collect the amount due the City, including deductions from wages due the operator, and from terminal pay.

**Section 29.5. Evidence:** The City may require at any time, the operator to submit to a medical examination by a City designated physician at the City's expense, to determine whether the alleged injuries are compensable.

**Section 29.6. Effect of Holidays:** If an operator is scheduled to work on a holiday and is eligible for compensation under this Article, the operator will receive eight (8) hours of compensation for the holiday in addition to injury compensation.

**Section 29.7. False Claim:** The City has the right to, and may choose to investigate any and all injury leave claims before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an operator who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave and is physically capable of performing their assigned classification duties.

**ARTICLE 30**  
**SPECIAL LEAVES**

**Section 30.1. Leaves of Absence With Pay:** Leaves of absence with pay will be granted to operators by the Communications Director, with the approval of the City Manager, consistent with Chapter 135 of the Administrative Code of the Xenia Codified Ordinances, the Ohio Revised Code, and the Rules and Regulations of the Civil Service Commission of Xenia, Ohio.

**Section 30.2. Leaves of Absence Without Pay:** Leaves of absence without pay may be granted to operators by the Communications Director, with the approval of the City Manager, consistent with the rules and regulations of the Civil Service Commission of Xenia, Ohio, as now adopted or amended by the Commission.

**Section 30.3. Failure to Return from Leave:** Failure of an operator to report to work at the expiration of any leave of absence, without the consent of the City Manager, shall automatically remove such operator from service.

**Section 30.4. Family and Medical Leave:** For the purposes of implementing the provisions of the Family Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. Approved FMLA leave will be used concurrently with other paid leave.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

**Section 30.5 Maternity/Paternity Leave:** An employee shall use sick leave (if available) for maternity purposes from the time the employee's doctor certifies the employee can no longer perform the essential functions of their position until the doctor certifies the employee can return to duty.

An employee may use up to ten (10) days of sick (paternity) leave due to the birth of a child. An employee may use up to ten (10) days of sick leave for the adoption or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

**ARTICLE 31**  
**WAIVER IN CASE OF EMERGENCY**

**Section 31.1. Waiver in Case of Emergency:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Greene County Sheriff, the City Manager of Xenia, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

**ARTICLE 32**  
**MISCELLANEOUS TOPICS**

**Section 32.1. Travel, Conference and Training Expenses:** Operators who are required and/or authorized to travel to and attend conferences or training events or other official City business are entitled to reimbursement for specific reasonable expenses. The City of Xenia's Employee Handbook contains provisions for travel advances, mileage reimbursement rates and the accounting procedures that must be followed. Because of twenty-four (24) hours per day scheduling needs of the Center for Bargaining Unit employees the following will apply:

- A. The parties must agree in advance of the scheduled event to an alternate work schedule.
- B. Travel and/or training of ten (10) hours or more, up to twelve (12) hours on a scheduled workday will count as a full twelve (12) hour workday.
- C. When lodging is provided for more than one (1) day sessions, only one (1) round trip of travel time will be counted as hours worked.

**Section 32.2. Emergency Meal Allowance:** The City will either furnish meals or reimburse employees for meals provided the employees are scheduled to work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be \$4.50 per meal. Whenever practicable and while on City time, employees shall be given a period of fifteen (15) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of emergencies such as riots and disasters, and not apply to double shifts within any days as the result of shift rotation or trading of days.

**Section 32.3. Copies of Agreement:** The Labor Council will provide each covered employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.

**Section 32.4. Headsets:** Should the City require the use of head sets in the Dispatch Center, the City shall provide a base line hearing test with a re-check six (6) months later. Thereafter a hearing test will be made available annually.

**Section 32.5. Successor Clause:** To the extent allowed by law this Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

**ARTICLE 33**  
**ENTIRE AGREEMENT, WAIVER OF BARGAINING**

**Section 33.1. Entire Agreement:** This Agreement supersedes and cancels all prior agreements between the parties, whether such agreements were verbal, written, or based on practice, and constitutes the entire agreement between the parties.

**Section 33.2. Waiver of Bargaining:** The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the parties agree that for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement except as provided in Article 2. With respect to any subject or matter not referred to or covered in this agreement the provisions of applicable law shall prevail.

The City shall have no obligation to bargain collectively with respect to the exercise of any of the rights reserved to and retained by it pursuant to either Ohio Revised Code or the Management Rights clause of this agreement.

**ARTICLE 34**  
**DURATION**

**Section 34.1. Duration:** The effective date of this Agreement shall be August 17, 2014. This Agreement shall remain in effect through August 12, 2017 and shall continue thereafter in effect for successive periods of twelve (12) months, unless either party to this Agreement, on or before ninety (90) calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate the Agreement or to amend any terms thereof at the conclusion of any such period.

Upon the delivery of such notice, the parties shall meet with respect to a new agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempt to reach an agreement prior to expiration.

**Signature Page**

IN WITNESS WHEREOF, the parties hereto have set their hands this 5<sup>th</sup> day of August, 2014.

**CITY OF XENIA, OHIO**

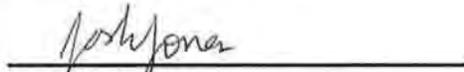
**FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**



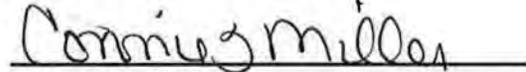
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City Manager**



**Ross Rader,  
Staff Representative**



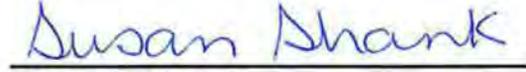
**Josh Jones,  
Assistant City Manager**



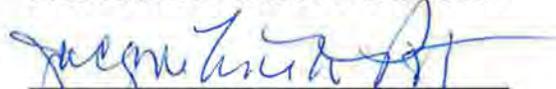
**Connie Miller,  
Committee Member**



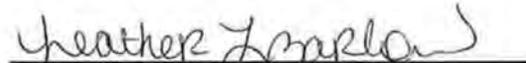
**Ryan Duke,  
Assistant Finance Director**



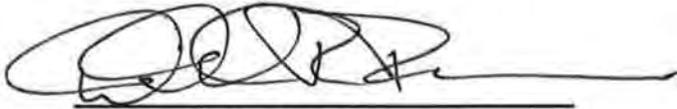
**Susan Shank,  
Committee Member**



**Jacqueline Potter,  
Human Resources Director**



**Heather Barlow,  
Committee Member**



**Donald R. Person,  
Police Chief**

Approved as to Form:  


**Ronald C. Lewis, Law Director**