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**AGREEMENT**  
**BETWEEN THE**  
**CITY OF UHRICHSVILLE**



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

**FOR THE PATROLMEN**  
**AND**  
**SERGEANTS**

**EFFECTIVE: January 1, 2015**  
**EXPIRES: December 31, 2017**

**AS PREPARED BY:**

**CHUCK CHOATE**

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## **ARTICLE 1**

### **PURPOSE**

**Section 01.** This Agreement is made and entered into this first day of January, 2015, by and between the City of Uhrichsville hereinafter referred to as the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., Uhrichsville, hereinafter referred to as the F.O.P. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Employer and the F.O.P. and to maximize the efficiency and quality of the Police Department.

## ARTICLE 2

### RECOGNITION

**Section 01.** The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole exclusive bargaining representative for the bargaining unit which consists of all sworn full-time police officers employed by the City of Uhrichsville excluding the Chief of Police for the purpose of negotiating wages, benefits, terms and conditions of employment affecting personnel within the Bargaining Unit.

## ARTICLE 3

### DUES DEDUCTION

**Section 01.** Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the Bargaining Unit shall either become dues paying members of the F.O.P., Ohio Labor Council, Inc., or as a condition of continued employment, remit to the F.O.P., Ohio Labor Council, a fair share fee, to be determined by the F.O.P., Ohio Labor Council, in accordance with the provisions of the Ohio Revised Code 4117.09(C).

**Section 02.** The newly hired employee in the Bargaining Unit shall, within sixty (60) days of employment, either elect to become a member of the F.O.P., Ohio Labor Council or remit the fair share fee.

**Section 03.** As provided in the Ohio Revised Code 4117.09(C), nothing in this Article shall be deemed to require any employee to become members of the F.O.P., Ohio Labor Council.

**Section 04.** The Employer agrees to deduct F.O.P. dues from any F.O.P. member of the Bargaining Unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to the Ohio Revised Code 4117.09(C) and the F.O.P. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

**Section 05.** Deductions for dues and fair share fees will be made and paid monthly to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, OH, 43215-4611.

## ARTICLE 4

### CONFLICT AND AMENDMENT

#### Section 01.

- A. (1) Should any provision of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.
- (2) Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.
- B. This Agreement may not be amended during its term except by mutual agreement, in writing.

## ARTICLE 5

### GRIEVANCE PROCEDURE

**Section 01.** A "grievance" is any alleged violation, including disciplinary matters, of this Agreement or any dispute with respect to its meaning or application and shall be subject to the procedures set forth herein. A grievance may only be initiated by an aggrieved member of the Bargaining Unit and must be signed by such aggrieved individual. This Agreement is intended to be the sole basis for dispute resolution between the City and its Bargaining Unit Members.

**Section 02.** The following procedures shall be utilized for the handling of a bargaining member's grievance:

**a. Step 1 - Informal**

Prior to filing any written grievance, the grievant must attempt to resolve it informally with his/her immediate supervisor.

**b. Step 2 - Shift Supervisor**

Any grievance that is not resolved at the informal level must be presented, in writing, to the Shift Supervisor within ten (10) calendar days of the occurrence of the alleged grievance. The Shift Supervisor may hold a meeting to discuss such grievance and shall provide an answer to the grievance within one (1) week after its receipt.

**c. Step 3 - Chief of Police**

If the grievant is not satisfied with the resolution at Step #2, he/she may appeal to the Chief of Police or his designee, in writing, within seven (7) days, after receipt of the Step #2 answer. The Chief of Police or his designee shall hold a meeting with the grievant within seven (7) days after receipt of the grievance and shall answer, in writing, the grievance within seven (7) days of such meeting.

**d. Step 4 - Mayor**

If the grievant is not satisfied with the Step #3 response of the Chief of Police, he/she may appeal to the Mayor, in writing, within seven (7) days upon receipt of the Step #3 response. The Mayor shall review the grievance and may meet with the grievant. The Mayor shall respond to the grievance within ten (10) days from receipt of the grievance.

**e. Step 5 - Arbitration**

If the grievance is not satisfactorily settled at Step #4, the F.O.P. may file a request for arbitration. The F.O.P. must file such request within thirty (30) days of the Step #4 decision of the Mayor or his designee.

The Arbitrator will be selected pursuant to: the State Employment Relations Board, rules of selection of a Conciliator (Arbitrator). If an arbitrator is not selected from the first list, a second list shall be provided to the parties.

The City and the F.O.P. shall share the cost of the arbitrator equally.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add or subtract from or modify any of the terms of the Agreement.

## ARTICLE 6

### NO STRIKE OR LOCKOUT

**Section 01.** The Employer agrees that during the period of this Agreement, there shall be no lockout and the F.O.P. agrees that during the period of this Agreement, neither it nor its officers, agents, members, or employees it represents will, directly or indirectly, call, sanction or engage in any strike, sympathy strike, blue flu, work stoppage, slowdown, or other interruption of the continuity of operations which may be called by any organization or individual, either within or without this Union or some other Union and will not recognize or respect any picket line, but will carry on its regularly assigned duties irrespective of all requests, demands, or mandates of any sort during the life of this Agreement. This section shall apply regardless of whether these prohibited acts be in connection with a dispute between the Union and the Employer, or between the Employer and any other Union, organization, group, or individual. Refusal by any employee to cross a picket line set up at or near the City's premises by any other organization, group, or individual will be considered as a work stoppage or interruption in violation of this Agreement, and shall give the Employer right to obtain injunctive or otherwise appropriate legal relief.

**Section 02.** It is agreed that should an employee or group of employees violate the proceeding section of this Article, such employees or group of employees may be subject to discipline or disciplinary layoff as the Employer may see fit, and such discipline need not be uniformly imposed. Where an employee has instigated, or exercised a leadership role in such action, or has failed to take all possible action to thwart or prevent such action, if the employee is in a position of responsibility with the Union, the Employer could impose discipline up to and including discharge.

**Section 03.** In the event of violation of Section 1 of this Article, the Union agrees that it will immediately (within 24 hours after it is notified by the Employer that a strike is in process) disavow responsibility for the strike and request that the striking employees return to work. Such order will be given orally to the employees who are actually picketing and the Union will also make a public announcement to this effect.

## ARTICLE 7

### NON-DISCRIMINATION

**Section 01.** The parties agree that neither the Employer nor the F.O.P. shall discriminate against any individual on the basis of his/her membership or participation in F.O.P. matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, religion, creed, age, sex or national origin.

## ARTICLE 8

### BULLETIN BOARD

**Section 01.** The Employer shall furnish at least one (1) bulletin board to be used by the members of the F.O.P.

- (A) Such bulletin board shall be used only for the posting of notices bearing the written approval of the F.O.P. and shall be solely for the F.O.P. business and recreational and social activities of the F.O.P.
- (B) There shall be no notices or other writings posted which contain anything political, controversial, or critical of the Employer or any other institution or any employee or other person.
- (C) Any notice other than allowed under (A) above shall be subject to prior approval by the Mayor.

## ARTICLE 9

### PERSONNEL FILES AND POLICY

#### Section 01.

- A. Understanding that in the Administration of the Department the Employer maintains individual personnel files, the employee may, and on an annual basis, be permitted to review their personnel files with at least a five (5) day written notice. In addition, a department member may inspect his/her file in direct response to a pending grievance or official matter.
- B. When a department member is charged with or is under investigation for contended violation of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the Officer's name and the extent of disciplinary action taken or contemplated until such time as final interdepartmental ruling has been made and served upon the Officer.
- C. Release of photographs or personal information about any Officer in relation to departmental matters shall not be provided to any news or related service without the proper consent of the subject Officer.
- D. Cease to have force and affect after the written reprimands and verbal warnings have an eighteen (18) month anniversary date. Suspensions shall cease to have force and effect on the thirty (30) month anniversary date.

## ARTICLE 10

### LABOR MANAGEMENT COMMITTEE

- Section 01.** To provide for a means of better communications and understanding between the F.O.P. and the Employer, a Labor Management Committee will be established.
- A. The Committee will consist of no more than two (2) representatives of the Bargaining Unit and two (2) representatives as designated by the Employer.
  - B. The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.
    - (1) Individual grievances will not be subject matter for discussion at these meetings.
  - C. Meetings will be held at a mutually agreeable time between the parties.
  - D. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
  - E. The President of the Bargaining Unit will notify the Chief of Police and the Administration as to the local representatives.
  - F. Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

## ARTICLE 11

### ENTIRETY OF THIS AGREEMENT

**Section 01.** The provisions of this Agreement shall be inclusive as to all bargainable matters relating to wages, terms of employment and working conditions. The Employer and the Union for the life of the Agreement each agree that the other will not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions. It is further acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that the Employer shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, and the Union expressly waives any right to request or require the Employer to do so.

Any ordinances or parts of ordinances dealing with benefits and salaries of the Police Department are hereby repealed. Any verbal or written agreement, order or understanding which is not included in this Agreement is declared to be null and void.

## ARTICLE 12

### F.O.P. REPRESENTATION AND TIME

**Section 01.** Any employee has the right to have the F.O.P. representative or his Associate present at any step of the grievance procedure and at any meeting which may result in disciplinary action being taken against that employee. The F.O.P. Associate for the Labor Council, or an officer of the F.O.P. lodge executive committee, shall be excused, with pay, for any F.O.P. annual conference and any F.O.P., Ohio Labor conferences, but such time paid shall not exceed a maximum of forty-eight (48) hours annually. The Officer or Associate shall be required to give the Chief a thirty (30) day notice of the time being requested.

## ARTICLE 13

### MANAGEMENT RIGHTS

**Section 01.** Except as limited by the provisions of this Agreement, the Employer shall have the right to:

1. Determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structures;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit;
10. In no event shall any right function or prerogative of the Employer ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct or otherwise than by explicit provision of this Agreement.
11. The rules and regulations effective on January 1, 2000 shall be part of the Rules and Regulations as marked as Exhibit B, and attached to this Agreement.
12. The Employer shall also have the right to change or modify existing departmental rules and regulations. Such change cannot affect the terms and conditions set forth in this Labor Agreement.

## ARTICLE 14

### HEALTH AND LIFE INSURANCE

**Section 01.** The Employer will continue at its cost the current health and life insurance programs to all members of the bargaining unit. The Employer has the right to change the insurance carriers, but the Employer agrees that regardless of which insurance carrier it selects, it will continue to provide as a minimum, the present level of benefits, and (or) substantially comparable, with the following exception(s).

- A. If the City's average monthly cost of health, dental, optical and life insurance reaches a mutually agreed upon "cap" of \$28,500.00 for the term of the contract, the following shall apply:
  - (a) The above "cap" shall reflect the nineteen (19) employees currently covered by the City's insurance benefit package.
    - 1. The Bargaining Unit would agree, at the City's request, to initiate insurance committee meetings (Article 14, Section G) to discuss and review insurance coverage options upon reaching the previously stated monthly cap(s) on insurance premiums.
    - 2. The City would be responsible for presenting the membership with viable alternatives to current insurance coverage.
    - 3. The City would further agree that the respective "cap" reached would be the minimum the City would financially assume, or a figure reasonably close as possible, as it relates to reaching a new agreement with respect to alternative insurance coverage and benefits.
- B. The Bargaining Unit would agree to contribute to the cost of the insurance package at the following rates.

\$20.00 per pay period, before taxes
- C. The Bargaining Unit's monthly contribution shall be deducted from the City's monthly insurance premium costs as to calculate the City's actual monthly insurance premium outlay as it relates to the previously stated "cap(s)".
- D. Life insurance shall be \$50,000.00 per bargaining unit Member.
- E. Accidental death and dismemberment shall be an additional \$50,000.00.

- F. A committee shall be formed by all divisions of the City. The F.O.P. designee shall participate in the Committee and review options for benefits and premium payments. The committee representative shall provide information for such changes. Recommendation to accept is a criteria for the committee upon presentations to the membership.
- G. To facilitate obtaining insurance quotes, the City or its agents may require Bargaining Unit Members to complete insurance application forms. The Bargaining unit would agree to complete and return said forms within two weeks from the date of request.
- H. In the event that the City's other two collective bargaining units do not agree to a "cap" on the insurance premiums and is not later imposed on both units by an arbitrator, conciliator or fact finder/mediator, then the City will agree to "re-open" the "cap" issue with the F.O.P.

## ARTICLE 15

### SICK LEAVE

**Section 01.** Sick leave compensation for the department shall be established as follows:

- A. CREDITING OF SICK LEAVE:** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacations and sick leave, but not during an unpaid leave of absence or layoff. Unused sick leave shall accumulate without limit.
1. Any employee hired after January 1, 2009 shall be limited to a maximum of three hundred (300) days accumulation of unused sick leave.
  2. One (1) extra day per quarter if no sick time is taken within that time, for a maximum of four (4) extra days per year. Bonus would be given as pay. All other sick time remains as current contract language. This is to be paid at the end of the year along with the Holiday pay.
- B. USES OF SICK LEAVE:**
1. Illness or injury of the employee or a member of his immediate family (In case of a member or the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it is justified, but such cases should be carefully investigated).
  2. Death of a member of his immediate family. Three (3) days of funeral leave, but will not be charged against sick leave days.
  3. Medical, dental, optical examination or treatment of employee or a member of his immediate family.
  4. If a member of the immediate family is afflicted with a contagious disease, or requires the care and attendance of the employee or when, through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
  5. Pregnancy and/or childbirth, and other conditions related thereto.
  6. Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, aunt, uncle, a legal guardian or other person who stands in place of a parent (loco parentis).

- C. CHARGING OF SICK LEAVE:** Sick leave shall be charged in minimum units of one (1) hour, an employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave shall not exceed the normal scheduled work day or work week earnings.
- D. ABUSE OF SICK LEAVE:** Employees intentionally failing to comply with sick leave rules and regulations may be subject to the disciplinary procedures. Application for sick leave with intent to defraud shall be grounds for disciplinary action.
- E. SICK LEAVE CONVERSION:** All employees of the Police Department of the City, who qualify to retire in accordance with the Public Employee Retirement System of the Police and Fireman Retirement System of Ohio shall receive payment for his accumulated sick leave, in accordance with the following formula:
1. Five (5) years of completed service but less than ten (10) years, one (1) day for every three (3) days of accumulated sick leave not to exceed payment of sixty (60) days.
  2. Ten (10) years or more of service, one (1) day for every two (2) days of accumulated sick leave, not to exceed payment of one hundred and twenty (120) days.
  3. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only one (1) time to any employee.
- F. DEATH BENEFITS:** In the event an employee of the Department dies, sick leave payments shall be made to the spouse or estate as follows:
- Twenty-five percent (25%) of five (5) years or more accumulated sick leave shall be paid for service of up to five (5) years or more, and fifty percent (50%) of accumulated sick leave shall be paid for service of ten (10) or more years.
- G. LEAVE OF ABSENCE:** A ninety (90) day leave of absence without loss of seniority or medical/life benefits is hereby granted. The leave shall only be taken after all sick leave has been exhausted.

## ARTICLE 16

### OVERTIME

**Section 01.** Overtime compensation shall be made as follows: All hours worked in excess of an eight (8) hour shift or forty (40) hours in any one (1) week, shall be classed as overtime and shall be paid at the rate of time and one-half. Any member in the Bargaining Unit, that is required to work overtime in excess of eight (8) hours of overtime worked, shall receive double time pay for the hours worked in excess of the eight (8) scheduled overtime hours worked.

**Section 02.** Employees shall have the right to take either pay or compensatory time for any overtime worked.

**Section 03.** Employees required to report during off-duty time for court trials and hearings will be paid a minimum of three (3) hours pay at time and one-half for appearing.

No employee shall be required to report for work to complete the balance of any time unused for the minimum court or hearings attended.

**Section 04.** All off-duty call-in time shall be paid at a minimum of two (2) hours overtime.

**Section 05.** Overtime worked shall be done with a seniority list, providing the most senior member at the top of the list and the next most senior, etc. That person at the top of the list will be moved to the bottom of the list on a rotating basis. If he or she refuses to work the overtime or accepts to work the overtime, that person is placed at the bottom of the list. The list will rotate as each member is requested to work overtime.

In the matter of a bargaining unit member being forced to work an overtime shift, this will also be done by a rotating seniority list, however, this list would start from the least senior officer, rotating "up" to the most senior. Instances of a unit member being forced to work shall be logged so that a current list is available.

**Section 06.** Employees shall have the option to voluntarily change their work schedule to avoid a Bargaining Unit Member being ordered into work. This option shall be subject to approval by the Chief of Police. This section does not relieve the City from compliance with other sections of Article 16. The provision shall not be used if the City would incur additional overtime as a result of the schedule change.

## ARTICLE 17

### HOLIDAYS

**Section 01.** The bargaining unit members shall be compensated thirteen (13) days basic wages for the holidays and such compensation shall be paid on the first pay period of November.

Holidays:

Birthday	Easter
New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans Day	

**Section 02.** Employees who are scheduled to work holidays will be paid at time and one-half. This is in addition to pay received at the end of the year. Any overtime worked on a holiday shall be paid double the hourly rate of pay for the employee for all hours worked. Holiday pay-out shall be the first pay period in November of each year of this Agreement.

## **ARTICLE 18**

### **PAID LEAVE**

#### **Section 01. PERSONAL DAYS**

Members of the bargaining unit shall be granted, with pay, three (3) personal days per year.

#### **Section 02. VACATION**

- A. The department shall observe a vacation schedule as follows:
  1. Less than one (1) year of service, no vacation.
  2. One (1) year to seven (7) years, three (3) weeks vacation.
  3. Seven (7) to fifteen (15) years, four (4) weeks vacation.
  4. Fifteen (15) years to twenty-two (22) years, five (5) weeks vacation.
  5. Twenty-two (22) years or more, six (6) weeks vacation.
- B. Bargaining Unit Members may carryover up to two (2) weeks of unused vacation time from year to year. Additionally, Bargaining Unit Members may cash out one (1) week of vacation time each year. The cash out will happen, upon notification by the member to the Employer, with the first full pay period of December of each year of this Agreement.
- C. In the event an employee of the department resigns, retires, or dies, such employee or estate shall be credited with unused vacation time, holiday pay earned and accumulated longevity pay earned, shall be made to employee or estate within thirty (30) days of resigning, retirement or death.
- D. An employee of the department with less than one (1) year prior service shall not be entitled to any pro-rata vacation time.
- E. Employee must have worked in the preceding year to qualify for a vacation.
- F. One (1) employee shall be allowed to take vacation time during each of the two (2) previously closed vacation scheduling periods for a maximum of two (2) employees per year (said periods being [1] Christmas Week, [2] New Year's Week). The employee's request shall be granted by seniority, but once taken shall not be granted again until each employee has received his turn if requested.

- G. A maximum of seven (7) shifts of vacation can be taken in a calendar week with a five (5) day notice, an exception shall be made in an emergency situation. Up to two (2) weeks can be taken one (1) day at a time, with approval by the Chief.
- H. Annual vacation preference shall be based on departmental seniority. Annual vacation shall be scheduled by March 31<sup>st</sup> of each year. After each selection, there shall be no bumping of selected vacation. The period for vacation scheduling will be from April 1<sup>st</sup> to March 31<sup>st</sup> of the next year. The vacation sign up schedule shall be posted on February 1<sup>st</sup> of each year. Beginning on this date, the most senior Bargaining Unit Member shall have three days, after notification to schedule their first vacation preference. By seniority, each member will have the same option. A maximum of two weeks vacation may be scheduled during the first rotation. The vacation preference shall rotate in the same manner two additional times, with members having the option to schedule a maximum of two weeks during each rotation. A maximum of six weeks total may be scheduled during the three rotations.
- I. Except in the case of extreme emergency, no member shall be ordered to work overtime on his regularly scheduled days of immediately preceding or following an annual scheduled vacation, requested use of vacation, compensatory or personal days.

**Section 03. COMPENSATORY TIME**

- A. Non-FLSA compensatory time, individual hours, at a minimum of one (1) hour increments, may be taken within three (3) days notice with the approval of the scheduling officer.
- B. Non-FLSA compensatory time (Individual hours, at a minimum of one (1) hour increments) can be taken at any time up to and including the time requested, if overtime is not caused, and no officer is required to cover said shift.
- C. Accumulated compensatory time shall be paid up at the end of each year. It is to be included with the holiday/longevity pay.

**Section 04.** A maximum of Seven (7) shifts per calendar week for vacation time will be permitted.

**Section 05.** Any request for paid leave, (i.e., holidays, vacation and comp. time) shall be approved or denied within three (3) days such request for leave was made.

## ARTICLE 19

### JURY DUTY

#### Section 01.

- A. Permanent full-time employees who are required to serve on a County, Municipal, Federal Jury or Grand Jury, shall be paid for each day served, the difference between the amount paid for such services, and the amount equivalent to the daily rate for such employees.
- B. Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty.
- C. Any employee called for jury duty and who is temporarily excused from attendance at court must report for work if a reasonable period of time remains to be worked in his shift.
- D. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. Days paid for serving on jury duty shall be considered days worked for the purpose of computing overtime pay.

## **ARTICLE 20**

### **NOTIFICATION**

**Section 01.** A. **NOTIFICATION BY EMPLOYEE.** When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person within one (1) hour before time he is scheduled to report to work, but no later than 8:00 A.M., on the first day of absence, unless emergency conditions make it impossible.

## ARTICLE 21

### WAGES

The wage scale listed as effective January 1, 2015 shall remain in effect during the three year term of this Agreement.

	<u>1-1-15</u>	<u>1-1-16</u>	<u>1-1-17</u>
Sergeant:	(0%)	(+2%)	(+2%)
Regular	\$18.73	\$19.10	\$19.49
Overtime	\$28.10	\$28.66	\$29.24
Patrolman: 1 year & over			
Regular	\$17.92	\$18.28	\$18.64
Overtime	\$26.88	\$27.42	\$27.97
Patrolman: 7 months - 1 year			
Regular	\$16.99	\$17.33	\$17.68
Overtime	\$25.49	\$26.00	\$26.52
Patrolman: 1 to 6 months			
Regular	\$16.38	\$16.71	\$17.04
Overtime	\$24.57	\$25.06	\$25.56

**Section 01.** The pay period for the department shall be weekly.

**Section 02.** The clothing allowance for the department shall be six hundred (\$600.00) dollars per man, per year to be set up on the purchase order system. A roll-over into the following calendar year of the unused amount, with a limit of \$1,000.00 per member for clothing allowance, in any one year.

**Section 03.** The Employer shall continue to pay five percent (5%) of the employee's pension cost for each contract year.

**Section 04. LONGEVITY**

Upon completion of five (5) years of service, members shall receive one hundred twenty-five (\$125.00) dollars. It is understood that the member shall not be eligible for the initial compensation if they have not completed the fifth year prior to November 1<sup>st</sup>. For every year of service over the five (5) year mark, the member shall receive an additional twenty-five dollars (\$25.00), up to a maximum of twenty-five (25) years of service and a total of six hundred, twenty-five dollars (\$625.00)

Longevity pay shall be paid by separate check on the first pay period in November of each year. The check shall be separate from any other check.

**Section 05.** In the event the Chief of Police is absent from duty, on vacation, or a personal day, the command of the Department shall transfer to the ranking officer with the most seniority. Said Officer shall receive the same pay as the Chief of Police for said duty.

**Section 06.** When there is no Sergeant in charge of an eight (8) hour shift, the senior officer on duty will be paid sergeant's pay for that shift. A maximum of five (5) shifts of acting sergeant's pay will be paid in a calendar week. "Probationary" employees are exempt from the sergeant's rate of pay.

**Section 07.** The Employer shall provide, at no cost to the member, an annual family membership for Bargaining Unit Members and/or his/her immediate family designee to the Uhrichsville Aquatic Center. The membership shall also extend to all juvenile children of the employee and his/her spouse.

## ARTICLE 22

### SENIORITY

**Section 01.** Employees who are off work due to layoff, compensation, or an accident shall have two (2) years protection for recall to their Department without any loss of seniority.

**Section 02.** Departmental Seniority shall start on the date of hire into the Police Department. Should any City employee transfer from their department into the Police Department, they will start as a new member in regards to seniority. In case of a layoff, the officer with the least amount of departmental seniority shall be laid off first.

**Section 03.** In case of a layoff in officers' rank, the last Officer appointed to the rank would be the first Officer to be laid off. The officer may bump to a lower classification, and bump any patrolman with less departmental seniority. The least senior patrolman bumped will be laid off with a recall right of two (2) years.

**Section 04.** No person shall work any classification of a member of the bargaining unit while a member is laid off from the Police Department.

**Section 05.** For the purpose of shift preference, seniority shall be considered by time in classification/rank.

## ARTICLE 23

### EMPLOYEE'S PERSONAL PROPERTY

**Section 01.** The City will pay for the repair or replacement of personal or required equipment (such as glasses, partial plates, teeth, watches, rings, uniforms and personal equipment authorized for duty) that is damaged, or lost as a result of actions taken during the performance of an Officer's official duty.

Should the item be teeth or partial plates or items covered under Worker's Compensation or the City's Insurance Plan, only the amount not covered will be paid by the City.

The maximum amount which will be paid to any employee covered under this clause is \$300.00, per incident, but at no time will the payment be more than the value of said property.

## ARTICLE 24

### OFFICER SAFETY

**Section 01.** In an effort to better serve the citizens of the City of Uhrichsville, for better police protection, better productivity of the police force, and officer safety reasons, the City shall maintain a police force with a minimum of a Chief of Police and seven (7) police officers.

**Section 02.** Two (2) Officers will be called in to transport mental patients.

**Section 03.** The City shall provide officers with bullet resistant vests, when requested by an officer.

**Section 04.** For officer safety reasons, except in the case of extreme emergencies, no bargaining unit member shall be forced to work in excess of thirteen (13) continuous hours. For that same reason, any bargaining unit member who has worked either a thirteen (13) hour shift, or has the potential to work extra shifts, cannot be forced to work without first having a minimum six (6) hours of recovery time prior to the start of his next scheduled shift.

## ARTICLE 25

### SHIFT SCHEDULE

**Section 01.** The City shall maintain a minimum of four (4) shifts per day. Those shifts are 6:00 A.M. - 2 P.M.; 2:00 P.M. - 10:00 P.M.; 7:00 P.M. - 3:00 A.M.; and 10:00 P.M. - 6:00 A.M. Shifts may be traded with a three (3) day notice as long as it does not entail additional overtime and is approved by the Chief. A minimum of one (1) full-time officer shall work each shift.

**Section 02.** Shift schedules shall be posted seven (7) days prior to the effective date of the schedule. The schedule cannot be changed for the purpose of avoiding payment of overtime.

## ARTICLE 26

### TRAINING FUND & PHYSICAL EXAM

**Section 01.** The City agrees to establish a training fund necessary to pay for the training of the Police Department, and the programs that are required by State and federal laws of special grants as in past practice. The City also agrees that \$2,000.00 per year shall be added to this fund. Three (3) paid "training days" will also be part of this fund. The fund will be broken down as follows:

- a. Based upon a rotating seniority list, \$1,000.00, and three (3) paid "training" days shall be given to one (1) member per year, beginning with the most senior member. If said member does not schedule training, or utilize funds or training days by May 1<sup>st</sup>, of that year, said member gives up the right to monies and/or training days. Section "a." would then be open for any member to utilize, not forgoing their turn in the seniority rotation.
- b. \$1,000.00 to be utilized as training money for the entire department specifically. The training in question would be requested by either; 1. The entire Bargaining Unit, or 2. A designated training officer, and said training would be approved by the Chief of Police.
- c. Any requests for additional training shall be given to the Chief of Police two (2) weeks in advance of the training date, for approval.

**Section 02.** Any Bargaining Unit Member may volunteer for a physical examination at the cost of the Employer. Such request shall include a waiver from the member to release medical information to the Employer.

**ARTICLE 27**

**RESIDENCY**

**Section 01.** Any full-time Bargaining Unit Members must reside within Tuscarawas County or any contiguous county thereof.

## ARTICLE 28

### LIGHT DUTY

**Section 01.** Any bargaining unit member injured while in the performance of his police duties, and such injury limits his ability to perform all of his duties, shall be assigned to a job with limited responsibilities as described by his treating physician.

## ARTICLE 29

### DISCIPLINE AND DISCHARGE

**Section 01.** No employee shall be disciplined, reprimanded or discharged without just cause.

**Section 02.** Any complaint of a non-criminal nature which is made about an employee, either orally or in writing, shall be handled by the Police Chief, or his designee, within five (5) days of such complaint. Failure to comply within the prescribed time limit will cause the complaint to be null and void.

**Section 03.** A hearing shall be held to investigate the charges prior to the imposition of discipline, reprimand or discharge. At least fourteen (14) days before the hearing, the employee and Union, shall be notified in writing of the charges, and the time and place of the hearing. The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

**Section 04.** The employee and Union shall be entitled to a copy of the transcript from the hearing at no cost.

# SERB

65 East State Street 12th Floor  
Columbus Ohio 43215-4213



W. Craig Zimpher, Chair  
Aaron A. Schmidt, Vice Chair  
N. Eugene Brundige, Board Member  
Christine A. Dietsch, Executive Director

John R. Kasich, Governor  
Mary Taylor, Lt. Governor

June 15, 2015

Tara M. Crawford  
222 East Town Street  
Columbus, OH 43215  
tcrawford@fopohio.org

The Honorable Terry Culbertson  
City of Uhrichsville  
305 East Second Street  
Uhrichsville, OH 44683  
xvsecretary@att.net

RE: Case No(s). 2014-MED-07-0908 2014-MED-07-0910  
Fraternal Order of Police, Lodge No. 4 and City of Uhrichsville

Dear Ms. Crawford and Mayor Culbertson:

The fact-finding report in the referenced case was issued on May 20, 2015.

On May 22, the Fraternal Order of Police, Lodge No. 4 delivered to the SERB certification of the results of its vote on the fact-finding report. The Fraternal Order of Police, Lodge No. 4 voted to accept the report.

The fact-finding report is deemed accepted by City of Uhrichsville in that it has not voted upon the report or has failed to communicate the vote to the SERB in accordance with Ohio Administrative Code Rule 4117-9-05(M). Accordingly, we view the negotiations as settled and will begin closing the case file.

I provide this notice as an administrative function of the Bureau of Mediation. The notice does not represent a Board determination. That decision may be sought through the unfair labor practice proceedings of Section 4117.11 of the Ohio Revised Code or the motion procedures outlined in Ohio Administrative Code Rule 4117-1-04.

Please notify [Tjohnson@serb.state.oh.us](mailto:Tjohnson@serb.state.oh.us) in the Research and Training Section when you have completed negotiations. The Research and Training section will send you Clearinghouse reports to help you fill out the **required** Contract Data Summary sheet that is to be filed with the signed collective bargaining agreement in accordance with OAC 4117-9-07.

Sincerely,

A handwritten signature in black ink that reads "Donald M. Collins".

Donald M. Collins  
General Counsel  
DMC:mel  
cc:Stephen Kubic

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
LODGE NO. 4,	}	Case No(s): 14-MED-07-0908
EMPLOYEE ORGANIZATION,	}	(Patrolmen)
	}	14-MED-07-0910
and,	}	(Sergeants)
	}	
CITY OF UHRICHSVILLE,	}	
EMPLOYER.	}	

<p>FILING OF THE COLLECTIVE BARGAINING AGREEMENT</p>
--

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed by the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) in the above-referenced case(s). This Agreement is the result of a Fact-finder's award which was deemed accepted by the parties in the above-referenced case(s). The Employer has refused to sign the Agreement.

Respectfully Submitted,

*/s/ Tara M. Crawford*

Tara M. Crawford  
 Paralegal  
 F.O.P., O.L.C.I.  
 222 East Town Street  
 Columbus, Ohio 43215  
 614-224-5700

cc: Mayor Terry Culbertson, [xvsecretary@att.net](mailto:xvsecretary@att.net)

**ARTICLE 30**

**DURATION**

This Agreement shall remain in full force and effect from January 1, 2015 through December 31, 2017.

In witness whereof the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF UHRICHSVILLE

FRATERNAL ORDER OF POLICE

\_\_\_\_\_  
Mark Haney  
City Council President

\_\_\_\_\_  
Sergeant Douglas Hines

\_\_\_\_\_  
Terry Culbertson  
Mayor

\_\_\_\_\_  
Patrolman Mike Hickman

\_\_\_\_\_  
Brett Hillyer  
Law Director

*Chuck Choate/sc*  
\_\_\_\_\_  
Chuck Choate  
Fraternal Order of Police,  
Ohio Labor Council, Inc.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE  
LODGE NO. 4,  
EMPLOYEE ORGANIZATION

and,

CITY OF UHRICHSVILLE  
EMPLOYER

}  
} Case No (s): 14-MED-07-0908  
} (Patrolmen)  
} 14-MED-07-0910  
} (Sergeants)  
}  
}  
}

**FILING OF THE COLLECTIVE BARGAINING AGREEMENT**

The Employer, City of Uhrichsville files a copy of the Collective Bargaining Agreement executed by the City of Uhrichsville in the above referenced case(s). This Agreement is the result of a Fact-Finder's award which was deemed accepted by the parties in the above-referenced case(s). The unit has refused to sign the Agreement.

Respectfully submitted,



\_\_\_\_\_  
BRETT H. HILLYER  
LAW DIRECTOR  
CITY OF UHRICHSVILLE  
ATTORNEY #0088047  
305 EAST SECOND STREET  
UHRICHSVILLE, OHIO 44683  
TELEPHONE: (740)922-1242

**ARTICLE 30**

**DURATION**

This Agreement shall remain in full force and effect from ~~November 1, 2011~~ **January 1, 2015** through ~~October 31, 2014~~ **December 31, 2017**.

In witness whereof the parties have hereunto set their hands this 23 day of ~~October, 2011~~ March, ~~2015~~ 2016.

CITY OF UHRICHSVILLE

FRATERNAL ORDER OF POLICE

\_\_\_\_\_  
Mark Haney  
City Council President

\_\_\_\_\_  
Sergeant Douglas Hines

\_\_\_\_\_  
Terry Culbertson  
Mayor

\_\_\_\_\_  
Patrolman Mike Hickman

  
\_\_\_\_\_  
Brett Hillyer  
Law Director

\_\_\_\_\_  
Chuck Choate  
Fraternal Order of Police,  
Ohio Labor Council, Inc.