

AGREEMENT

BETWEEN

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

AND



THE CITY OF FOREST PARK

January 1, 2015 - December 31, 2017

DISPATCHER/CLERKS

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STATE EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement is entered into by and between the City of Forest Park, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Union".

ARTICLE 1. RECOGNITION

The City recognizes the Union as the sole and exclusive representative and bargaining agent of all of its Employees in the bargaining unit set forth in Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment. Included are Dispatcher/Clerks of the Forest Park Police Department who work more than twenty-one (21) hours per week. Excluded are all other employees of Forest Park Police Department including substitute Dispatcher/Clerks.

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female, unless otherwise indicated.

ARTICLE 2. MANAGEMENT RIGHTS

Unless the City has specifically set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Forest Park, or the right of the Chief of Police to manage the Police Department, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including the Police Department. The right to manage shall include, but not be limited to:

- a) The right to direct, supervise, hire, promote, transfer, assign, schedule, and retain Employees, and also to suspend, discipline, and discharge for just cause.
- b) The right to relieve Employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- c) The right to purchase equipment, materials, or services, or to subcontract for services.
- d) The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government

operations.

- e) The right to make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.
- f) The right to take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 3. NON-DISCRIMINATION

The City and the Union agree that there shall be no discrimination against any Employee relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or non-participation in any lawful activity on behalf of the Union.

ARTICLE 4. DUES DEDUCTION

The Employer agrees to deduct from the wages of any Employee who is a member of the FOP/OLC all membership dues uniformly required. The OLC shall notify the Employer from time to time of the dues it charges and its current membership. All Employees in the bargaining units shall either become dues paying members of the FOP/OLC, Inc., or, as a condition of continued employment, pay to the OLC a fair share fee in an amount established by the OLC in order to meet its duty of fair representation. The provisions of O.R.C. 4117.09 (C) and of applicable state and federal law shall govern the deduction of fair share fees.

Nothing in this Section shall be construed to require any Employee to become a member with the FOP. The FOP agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any Employee arising from deductions made by the Employer pursuant to this section.

Dues and fees deducted shall be forwarded to the FOP/OLC headquarters office on a monthly basis. There shall be no cost to either the FOP or the Employees for the above service.

All dues and fair share fees collected shall be paid over by the Employer once each month to the FOP, Ohio Labor Council, Inc., at 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 5. PROBATIONARY PERIOD

Employees must serve a probationary period, and shall not receive the benefits of this Agreement until such time that they have successfully completed the probationary period. The probationary period for newly hired Employees will be the probationary period established by the Forest Park Civil Service Commission. After successful completion of the probationary period, Employees shall be credited with seniority and sick leave from the first day of hire.

ARTICLE 6. EMPLOYEE RESPONSIBILITY

The Union recognizes that the delivery of essential police services in the most efficient and effective manner is of paramount importance and interest to both the City and the Union. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments for improving services may be established and/or revised from time to time in accordance with the Management Rights provision of this Agreement, so long as no right guaranteed under this Agreement is violated. Each Employee covered by this Agreement has the primary responsibility to render his utmost in efficient service to the City.

ARTICLE 7. GRIEVANCE PROCEDURE

A grievance is defined as an allegation that the terms of this written Agreement have been violated. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each Employee desiring to be included in the class action grievance, signs said grievance. Resolution of grievances shall be pursued in accord with the following steps:

Step One

An Employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion would be conducive to resolving the matter. An oral discussion will, however, not relieve the Employee from the obligation of filing a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e. the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the Employee's immediate superior within ten (10) calendar days after the event which is the cause of the grievance. The day following the date of the occurrence shall be considered the first day of the ten (10) day period. The immediate superior should give his answer in writing to the Employee within

five (5) calendar days after the grievance was presented to him.

Step Two

If the grievance is not resolved at Step One to the satisfaction of the Employee, it shall be presented to the Employee's department head within five (5) calendar days of the decision of the superior at Step One. If the superior has failed to respond to Step One, the grievance must be submitted to the Chief of Police within twenty (20) days of the date of the occurrence giving rise to the grievance. The Chief of Police should answer the grievance in writing within ten (10) calendar days of the date of the receipt of the grievance.

Step Three

If the Employee is not satisfied with the resolution of the grievance by the Chief of Police, he may submit the grievance to the City Manager. The grievance shall be presented to the City Manager within ten (10) days of the date of the department head's reply, or if the department head has failed to reply, within forty (40) days of the date of the occurrence giving rise to the grievance. The City Manager, or a representative appointed by the City Manager, other than an Employee of the Police Department, shall conduct a grievance hearing within ten (10) days of the receipt of the grievance. The Employee has the right to be present at this hearing and has the right to be represented by a person of his choice. If the grievance hearing is scheduled during an Employee's working hours, he will be relieved from duty without loss of pay in order to attend the grievance hearing. The City Manager's decision shall be in writing and shall be based upon the written provisions of this Agreement.

Arbitration

- a) Appeal from Step Three - Should an Employee, after receiving the written answer to his grievance at Step Three of the grievance procedure still feel that the grievance has not been resolved to his satisfaction, he may request that it be heard before an arbitrator. The F.O.P. must make application to the City Manager for arbitration within fourteen (14) calendar days of his receipt of the written answer from the City Manager at Step Three. Only the F.O.P. may authorize an appeal to arbitration, and its decision, based on the facts presented, shall be binding on the Employees covered by this Agreement. Upon request, the F.O.P. will furnish the City appropriate certification that the appeal has been duly authorized.

- b) Selection of Arbitrator - Within fourteen (14) calendar days following the City Manager's receipt of the F.O.P.'s application for arbitration, the City Manager and the F.O.P. will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter, the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the City and the F.O.P. shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The F.O.P. shall strike first and the City and the F.O.P. shall in subsequent arbitrations alternate striking first thereafter.
- c) Authority of Arbitrator - The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties, and applying the rules of the F.M.C.S. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement but may interpret and apply it. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.
- d) Arbitration Costs - The fee of the arbitrator and the rent, if any, for the hearing shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty, to testify at the hearing.
- e) Arbitrator's Award - The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings and award to the office of the City Manager and the F.O.P. The award, if in favor of the grievant, will be implemented by the City.

Time Limits

The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the Employee pursuing the grievance. A failure by the Employee to comply with the time limits set forth in this procedure shall result

in the termination of the grievance, and the events giving rise to the grievance shall be deemed to have been proper and in accord with the terms of this Agreement. A failure on the part of any superior, department head, City Manager or his representative, to respond within the time limits set forth in this Agreement shall be deemed to be equivalent to a written denial of the grievance.

Legal Representation

Employees filing a grievance shall have the right to legal representation at any time after the completion of step two of this procedure.

ARTICLE 8. DISCIPLINE

Section 8.1 - Scope

This Article is intended to clarify the administrative process to be followed in the disciplinary process prior to commencement of Grievance Procedures. Penalties may be appealed through the grievance procedure beginning at Step Three of the Grievance Procedure. Oral and written reprimands may be appealed at Step 2 and 3 of the grievance procedure, but may not be appealed to arbitration.

Section 8.2 - Investigation of Misconduct

The City may conduct investigations of alleged misconduct by an Employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The responses by the Employee, either written or oral, shall be subject to the following:

- a) Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage of any criminal proceeding against the Employee.
- b) The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the Employee.
- c) Failure by an Employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.
- d) An Employee has the right to an F.O.P. representative, upon request, in

any disciplinary investigation other than an on-the-spot interview.

Section 8.3 - Minor Violations

In the interest of fair and expeditious corrective action, an Employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to oral correction and counseling of the Employee.

An oral reprimand is an official action of record and shall be noted as such by a supervisor. Such reprimand may be used in subsequent progression of discipline. However, reprimands noted two years prior to any administrative hearings are to be treated as confidential and shall not be considered in determinations for future disciplinary action with the exception of repeated violations of the same rule, regulation and/or procedure demonstrating a continuing course of conduct which may be considered for future serious disciplinary action for up to five years prior to any administrative hearing.

The principles of progressive disciplinary action will be followed with respect to minor offenses such as, but not necessarily limited to, tardiness and absenteeism. The progression, where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offense prior to dismissal.

Section 8.4 - Serious Violations

A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the Employee. When an Employee is charged with misconduct which may result in suspension, reduction, or dismissal, he shall be given, prior to any administrative conference or hearing and within a reasonable time period, a written copy of the charges detailing and specifying the allegations and advising him of his right to be represented by the F.O.P. Employee representative at any appearance before an investigator or investigative body. A copy of the completed internal affairs report will be likewise be made available upon request to the employee at the time of notification of the charges.

Pre-disciplinary hearings/conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shifts. Once served with a notice of an administrative conference or hearing, the employee must choose one of the following: (1) appear at the hearing/conference and present an oral or written statement in his/her defense; (2) appear at the hearing/conference and have a chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary hearing/conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary hearing/conference. The employee may

present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred at the disciplinary conference.

Formal disciplinary hearing/conferences shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meeting or hearings provided for in this Section may be recorded by the charged employee.

Section 8.5 - Personnel Files

Every Employee shall be allowed to review the contents of all of his or her personnel files at all reasonable times, upon written request. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file within ten (10) days of issuance.

Section 8.6 - Appeal

After completion of any disciplinary appeals under the preceding sections, an Employee may appeal further using the grievance arbitration procedure of the preceding article. Any person so appealing shall waive any civil service remedies. Arbitration shall be the exclusive means by which an Employee may appeal a disciplinary action.

Section 8.7 - Right of Representation

When a supervisor schedules an Employee for an investigative conference for the purpose of determining whether or not the Employee has committed an infraction which could result in a disciplinary action of record, ("written reprimand", suspension or dismissal), the Employee has the right to be represented at such conference by an F.O.P. Employee representative. An investigative conference is a meeting between an Employee and his supervisor at a prescribed time and place after the occurrence of the alleged offense. An on-the-spot interview as described in Section Two (D) of the Articles is an exception to this definition.

Section 8.8 - Relieved from Duty

Any Employee relieved from duty pending an administrative conference or hearing on departmental charges will continue to receive pay if capable of performing duty.

ARTICLE 9. NO STRIKES

The Union and the Employees agree that there shall be no strikes of any kind. The

term, "strike", shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and include any effort to use sick leave for the purpose of withholding services. Any Employee who is absent from work without permission, or abstains from performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any Employee is engaged in any violation of this Article, the Union shall, upon notification by Management, immediately order such Employees to resume normal work activities and shall publicly denounce any violation of this Article.

The Union, its officers, agents, representatives, members and all other Employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the Employees entered into, or any strike called for by the Union, shall constitute a breach of this Agreement and shall abrogate the obligations of the City under this Agreement. In addition to any rights which the City might have under Ohio law, the City shall have the right to impose discipline up to and including discharge for any Employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike. In the event of a strike, Union officers and representatives will continue to carry out their duties as Employees and will take positive action to bring the strike to an end.

ARTICLE 10. SENIORITY

Seniority shall be defined as the length of continuous, permanent, full-time service from the Employee's date of hire. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period. Seniority shall be lost when an Employee: (1) resigns; (2) is discharged; (3) is laid off and not recalled within three (3) years; (4) is off the payroll for any reason whatsoever except military service for one (1) calendar year.

ARTICLE 11. WAGES

SECTION 1.

- A. Effective January 1, 2015, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

	1	2	3	4	5
Hourly	\$18.7289	\$19.4781	\$20.2574	\$21.0675	\$23.9259

Annual	\$38,956.11	\$40,514.45	\$42,135.39	\$43,820.40	\$49,765.87
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- B. Effective January 1, 2016, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

	1	2	3	4	5
Hourly	\$19.1035	\$19.8677	\$20.6625	\$21.4889	\$24.4044
Annual	\$39,735.28	\$41,324.82	\$42,978.00	\$44,696.91	\$50,761.15

- C. Effective January 1, 2017, rates of pay for bargaining unit employees shall increase by 2% and be as follows:

	1	2	3	4	5
Hourly	\$19.4856	\$20.2651	\$21.0758	\$21.9187	\$24.8925
Annual	\$40,530.05	\$42,151.41	\$43,837.66	\$45,590.90	\$51,776.40

SECTION 2.

- A. The bargaining unit member permanently assigned to the duties of the Mayor's Court Clerk shall receive 8% additional pay for the duration of the assignment and shall be paid as follows:

2015

	1	2	3	4	5
Hourly	\$20.2272	\$21.0363	\$21.8780	\$22.7529	\$25.8400
Annual	\$42,072.58	\$43,755.50	\$45,506.24	\$47,326.03	\$53,747.20

2016

	1	2	3	4	5
Hourly	\$20.6318	\$21.4571	\$22.3155	\$23.2080	\$26.3568
Annual	\$42,914.14	\$44,630.77	\$46,416.24	\$48,272.64	\$54,822.14

2017

	1	2	3	4	5
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Hourly	\$21.0444	\$21.8863	\$22.7619	\$23.6722	\$26.8839
Annual	\$43,772.35	\$45,523.50	\$47,344.75	\$49,238.18	\$55,918.51

- B. The bargaining unit member permanently assigned to the duties of Assistant Mayor's Court Clerk shall receive 3% additional pay for the duration of the assignment.

2015

	1	2	3	4	5
Hourly	\$ 19.2908	\$ 20.0624	\$ 20.8651	\$ 21.6995	\$ 24.6437
Annual	\$40,124.86	\$41,729.79	\$43,399.41	\$45,134.96	\$51,258.90

2016

	1	2	3	4	5
Hourly	\$19.6766	\$20.4637	\$21.2824	\$22.1336	\$25.1365
Annual	\$40,927.33	\$42,564.50	\$44,267.39	\$46,037.89	\$52,283.92

2017

	1	2	3	4	5
Hourly	\$20.0702	\$20.8731	\$21.7081	\$22.5763	\$25.6393
Annual	\$41,746.02	\$43,416.05	\$45,152.85	\$46,958.70	\$53,329.74

- C. The bargaining unit member permanently assigned TAC responsibilities shall receive an annual lump sum payment of \$100.00. In mandatory audit years, this amount will increase to \$ 150.00. The bargaining unit member permanently assigned assistant TAC responsibilities shall receive an annual lump sum payment of \$50.00. In mandatory audit years, this amount will increase to \$ 75.00.

SECTION 3.

For the term of the Agreement, the City will pick up and report the employee's contribution to the Public Employees Retirement System in an amount not to exceed 10.0% in accordance with pension plan regulations governing pick-up under the salary reduction method.

Any increase in the employee contribution rate during the term of this Agreement

shall be paid by the employee.

Should the Internal Revenue Service determine that picked-up employee contributions are subject to Social Security tax, the employee shall pay such tax.

ARTICLE 12. VACATIONS

Section 12.1. Each permanent and full-time Employee is eligible for vacation with pay in accordance with his length of service based upon a calendar year as follows:

- a) Any Employee with continuous service of at least one (1) year, but less than five (5) years, shall receive vacation with pay of two (2) basic work weeks.
- b) Beginning with the year in which an Employee will reach his fifth (5th) anniversary of continuous service, through the year the Employee will reach his twelfth (12th) anniversary of continuous service, he shall receive vacation with pay of three (3) basic work weeks.
- c) Beginning with the year in which an Employee will reach his thirteenth (13th) year of continuous service through the year the Employee will reach his nineteenth (19th) anniversary of continuous service, thereafter, he shall receive vacation with pay of four (4) basic work weeks.
- d) Beginning with the year in which an Employee will reach his/her 20th year of continuous service and thereafter, that Employee shall receive vacation pay of five (5) basic work weeks.
- e) Vacation time will not be permitted to accrue to an amount beyond that accrued annually except under such unusual work circumstances when it has been impossible for the Employee to take his vacation and then only with the written permission of the department head and the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period, and in no event shall it exceed a maximum of five (5) calendar weeks. The time which an Employee shall take his vacation shall be determined by the department head with due regard for the needs of the service. Vacation leave shall be taken by Employees in not less than one-half (1/2) day units. Regular full-time Employees who are separated from the service may be compensated for vacation accrued up to the date of separation.
- f) Vacation pay shall be based on normal pay received for a forty hour

work week.

- g) An Employee who resigns without giving at least ten (10) calendar days prior written notice shall forfeit any unused vacation leave to his credit, or pay in lieu thereof, on the date of separation.
- h) In the event an Employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- i) When a City-observed holiday falls within the Employee's scheduled vacation period, the Employee shall be granted an additional day of with pay, to be scheduled with the approval of the Chief.

Section 12.2. Normally, Employees will be permitted to take vacations at the time requested. A vacation request may be denied if the workload in the department justifies such denial. If two (2) or more Employees request the same vacation date, the Employee with the greatest City seniority shall prevail.

Section 12.3. An Employee who is injured, or becomes ill while on vacation, shall be charged with vacation leave and may not convert such absence to sick leave.

ARTICLE 13. HOLIDAYS

Section 13.1. Employees shall receive ten (10) full paid holidays, and two (2) personal days as follows:

- New Year's Day
- President's Day
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day
- Columbus Day (Second Monday in October)
- Thanksgiving Day
- The day following Thanksgiving
- Christmas Eve Day
- Christmas Day
- Two Personal Leave Days

Section 13.2. An employee who works on a holiday shall be paid an additional hour's pay for each hour worked on the holiday. An Employee may, at his/her option, elect to bank and take holiday time off equal to the holiday hours. Holiday time shall accrue and be bankable when the holiday occurs. Such banked holiday time shall be taken at a mutually agreeable date and time, shall

not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. If a holiday occurs on an employee's scheduled off day, he shall be paid an additional day's pay. An Employee may, at his/her option, elect to bank and take holiday time off equal to the holiday hours. Such holiday time shall be taken at a mutually agreeable date and time, shall not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. An employee who works on July 4, Thanksgiving or Christmas shall be paid 1-1/2 times his/her regular rate for each hour worked on any of those days. An Employee may, at his/her option, elect to bank and take banked holiday time off equal to the holiday hours. Such holiday time shall be taken at a mutually agreeable date and time, shall not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. For purpose of calculating over time, all hours worked on a holiday shall be counted as straight time hours regardless of how those hours are paid. Any holiday time earned under this Section which has not been taken or scheduled prior to November 1 of any calendar year, shall be paid out consistent with the department's policy on comp. time at the rate of one (1) hours pay for each hour credited. At the City's option, the holiday bank time may be paid in the same check as any comp. time payout. Holidays occurring after November 1 of each year must be taken and paid in the pay period in which it occurs. Holiday time shall not be counted as compensatory time as outlined in Article 19, Section 3 of this agreement.

Section 13.3. The personal leave days may be taken at the Employee's discretion, provided she has received the department head's prior approval, which will not be unreasonably withheld. Requests for use of a personal leave day shall be made in writing to the department head. If, because of an unusual workload, an Employee has been unable to take a personal leave day, it may be carried over to the next year. Not more than two (2) personal leave days may be accumulated. Personal leave days may not be taken during a probationary period.

ARTICLE 14. SICK LEAVE

Sick leave with pay shall be granted to all permanent full-time Employees at the rate of one and one-quarter (1-1/4) days for each full month of active service. An Employee in probationary status may utilize sick leave at the discretion of the department head who may require a statement from a licensed physician.

- a) Sick leave shall not be considered as a privilege which an Employee may use at his discretion, but shall be allowed only in case of necessary and actual sickness or disability of the Employee, or

because of illness in his immediate family which necessitates his absence from employment.

- b) To receive compensation while absent on sick leave, the Employee shall notify his immediate superior prior to the time set for beginning his daily duties. The department head may require an Employee to furnish a satisfactory written affidavit to justify the use of sick leave. If medical attention is required, or if an Employee is absent for more than four (4) consecutive working days, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave with pay.
- c) Unused sick leave may be accumulated to a total of not more than 180 working days. The Employee shall not be compensated for unused sick leave except as provided below:

Upon retirement from the City service, an employee may elect one of the following:

- 1) To be compensated for accrual of sick leave days (120 days maximum) at the rate of one day's pay for each two (2) days accumulated; or,
 - 2) To take terminal leave at the rate of one (1) day for each two (2) days of accrued sick leave (120 days maximum) immediately preceding retirement date.
- d) Illness or disability arising out of pregnancy, or a pregnancy-related condition, shall be reason for use of sick leave. A doctor's certificate may be required for extended absence relating to pregnancy.
 - e) Bargaining unit members who have not used any sick time between January 1 and September 30 will earn one (1) personal day to be taken by December 31. If the day is not taken by December 31 consistent with the department's policy on personal days, the day shall be forfeited, i.e., it shall not be carried over. A bargaining unit member must notify the Chief of Police or his designee for approval to apply to take an earned day/personal day consistent with the usage of personal time. Bereavement Leave shall not be counted as an absence. A personal day will be the number of hours the employee is normally scheduled to work when the employee takes the personal day.

A bargaining unit member injured in the line of duty, who submits a

written report, approved by the Chief of Police, will not have any absence from this on-duty injury count against accruing a personal day.

ARTICLE 15. INJURY LEAVE

Leave with pay shall be granted to permanent Employees for injuries occurring while on the job if such injuries arise out of the scope of employment, in accordance with the following:

- a) All permanent Employees shall be allowed injury leave with pay for a period not to exceed six (6) calendar months from the date of a service-connected injury, provided such injury is immediately reported to the Employee's supervisor subject to the provisions of this section. If an injury arises out of prisoner contact, injury leave shall be extended to twelve (12) calendar months from the date of the injury.
- b) Compensation during the injury leave shall be his regular pay less any pay from disability or workers' compensation, but he will be fully compensated during the waiting period. A decision of the Bureau of Workers' Compensation that an injury or disability is compensable is not controlling on the City Physician.
- c) Injury leave with pay shall be granted to an Employee only for injuries or other disabilities determined by the City Physician as caused or induced by the actual performance of the duties of his position. The decision of the City Physician shall be based upon his best professional judgment and shall be final. A denial of injury leave on the basis of the determination of the City Physician shall not be subject to the grievance procedure, nor can such decision be appealed to the courts.
- d) If, in the judgment of the City Physician, the injury is such that the Employee is capable of performing his regular duties or light duties during the period of convalescence, he shall so notify the City Manager in writing and deny injury leave with pay. Whenever an Employee is required to stop working because of an injury or other service connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.
- e) Pending a decision by the City Physician, an injured Employee may be carried on personal sick leave with pay which shall be restored to his credit upon certification by the City Physician that injury leave has

been approved.

- f) Time off for the purpose of medical examinations and/or treatments resulting from injury on the job shall be charged to injury leave.
- g) The provisions of this section shall not apply to intentional self-inflicted injury or injuries caused by an Employee's own negligence or horseplay.

ARTICLE 16. OTHER LEAVES

Leave with pay may be granted to Employees for the following:

- a) Military leave shall be granted consistent with current state and federal laws.
- b) Jury Duty Leave. A City Employee, while serving upon a jury, will be paid his regular salary for the period of time so served, less whatever amount the Employee may receive as compensation for his services as a juror. Employees shall continue to accrue sick leave and vacation credits while serving on a jury.
- c) Examination Leave. Time off with pay shall be allowed City Employees participating in the City civil service tests, or taking a required examination pertinent to their City employment before a state or federal licensing board.
- d) Bereavement Leave. An Employee may be granted up to five (5) days leave of absence with pay upon the recommendation of the Chief of Police in case of a death in the Employee's immediate family. An Employee's immediate family shall include his father, mother, sister, brother, spouse, child or step-child.

One day may be granted in case of the death of a grandparent, grandchild, any in-law or other relative living in the Employee's household. The Chief of Police shall have the discretion, under compelling circumstances, to grant one day of leave for other relatives not listed herein.

Bereavement leave shall be for the purpose of taking care of necessary family business and attendance at a visitation, funeral or memorial service.

ARTICLE 17. INSURANCE

The City shall provide medical, dental, and term life insurance for permanent full-time Employees as follows:

Section 17.1. Bargaining unit employees will contribute 15% of the total cost of the healthcare insurance plan.

In the event that health insurance premiums are reduced, the City and bargaining unit will negotiate the application of any savings reductions or rebates that would be received by the health insurance carrier.

If any group of City Employees pays less than 15% of the cost of healthcare insurance during the term of this Agreement, bargaining unit employees shall pay that same amount toward the cost of healthcare insurance. Bargaining unit employees shall never pay more toward the cost of healthcare insurance than the lowest amount paid by any other group of employees.

For purposes of this section, "group" means non-represented employees or organized employees of the Fire Department or organized employees of the Public Works Department.

Section 17.2. For the purposes of health insurance only, in order to comply with the Affordable Care Act, "permanent full-time employees" is defined as including all employees who perform prescribed duties on an established schedule of 30 or more hours per week. Part-time employees working less than 30 hours per week and casual and seasonal employees working less than fifty-two (52) weeks per year are excluded from the insurance coverage provided in this article.

The City shall have the right to change insurance carriers provided the benefits of the existing insurance remain substantially equivalent under any new plan.

The City shall maintain the current health insurance plan through the current plan year. Thereafter, the following shall apply.

Should the City continue to offer a traditional HMO/PPO designed insurance plan, bargaining unit members will pay a maximum of 15% of the applicable health insurance premiums of the plan chosen. Deductibles will not exceed \$1,500 single and \$3,000 family/all other. Bargaining unit employees shall never pay more toward the cost of healthcare insurance than the lowest amount paid by any other group of employees.

The City has a long-standing process for managing the health insurance of City employees. This process is democratic, interdepartmental, and includes both management and non-management employees. Provided the City substantially continues to follow this process, the City may after change: carriers, coverages, deductibles, co-pays, or other terms and conditions of the health insurance plan at any time. The City shall at all applicable times comply with the Affordable Care Act and relevant regulations promulgated thereunder. In

the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan. If the City fails to adhere to the longstanding democratic process described above, then health insurance benefits shall remain substantially equivalent.

The City shall give notice to the Union of any such changes to the insurance as soon as possible when the City learns of them. The employees in this bargaining unit shall remain in the group participating in the health insurance decisions for the term of this agreement and be represented in this process by persons selected by the Union. The Union may elect to withdraw from participation in the aforementioned process by serving notice on the City 90 days, or sooner, from the end of the term of this contract.

Section 17.3. Life Insurance. The City will provide group life and accidental death and dismemberment insurance in the amount of the base salary of the year in which death occurs.

Section 17.4. - Professional Liability Insurance The City will provide professional liability insurance, if available at a reasonable cost, with minimum limits of \$500,000 per person, \$500,000 per incident, and \$1,000,000 aggregate subject to the limits and exclusion contained in the applicable insurance policy. (The City will have the option to self-insure this coverage).

Section 17.5. - Additional Programs The City, at its option, may make available such additional medical and insurance programs which, in the City's opinion, will be beneficial to the Employees.

ARTICLE 18. HOURS OF WORK

Section 18.1 – Hours. The Chief of Police shall have the right to establish a normal work week of four (4), eight and one-half (8-1/2) hour work days followed by two (2) days off, five (5), eight (8) hour work days followed by two (2) days off, or four (4) ten (10) hour days followed by three (3) days off.

Employees may be assigned to a rotating work week in which the Employee's off days change according to a predetermined schedule.

The Chief of Police shall, in the event of the illness or absence of an Employee, or for emergency reasons, have the right to assign Employees to a work day or work week which differs from the normal work week. Nothing herein shall control the right of the Chief of Police to change the existing work week to some other work week, such as a standard forty (40) hour work week.

Section 18.2 – Overtime. Overtime will be paid or compensatory time granted in a non-discriminatory manner at a rate of time and one-half the Employee's regular

rate of pay. In order to be paid at the overtime rate, the Employee must work more than forty (40) hours in a four (4) or five (5) day work week or more than thirty-four (34) hours in the six (6) day work week or more than eight (8) hours or eight and one-half (8-1/2) hours in any twenty-four (24) hour period depending on the work week. Vacation days and sick leave are not considered as days worked when determining eligibility for overtime. Any time an Employee is requested to report for work and is not scheduled for work at that time, he will be paid a minimum of two (2) hours at the rate to which he is entitled unless that time immediately precedes the Employee's starting time for that day.

Section 18.3 - Compensatory Time. Compensatory time off in lieu of overtime pay shall be granted within the eighty (80) hour limit at the option of the Employee. Compensatory time will be granted at the rate of time and one-half for each overtime hour worked. Compensatory time shall be allowed to accumulate to a maximum of eighty (80) hours compensatory time. Holiday and personal leave time are not to be considered as compensatory time. Compensatory time shall be reduced to cash and paid off with the final pay check issued in the calendar year.

Section 18.4. Shift Preference. Members shall have the right to submit a written shift preference in August of any year for shifts commencing January of the following year.

ARTICLE 19. COURT TIME

Whenever it is necessary for an off-duty Employee to appear in Mayor's Court, Municipal Court, Common Pleas Court, U.S. District Court, or appear at a hearing before any tribunal maintained by an agency of state or federal government, on matters pertinent to, or arising from and on behalf of the City of Forest Park Police Department business, or whenever it is necessary for an off-duty Employee to appear before the prosecutor for a pretrial conference, the Employee shall turn in an overtime court form to his supervisor. Court time shall be compensated at the rate of time and a half (1-1/2) the Employee's regular hourly rate, with a minimum of three (3) hours pay, at such rate. The City has the option of paying the court time as overtime pay or compensatory time. Discretion to pay overtime or compensatory time shall be exercised in a non-discriminatory manner.

ARTICLE 20. UNIFORMS

The City will continue to provide to all full-time Dispatcher/ Clerks the required uniform without cost to the Employee. Worn, torn or otherwise unusable uniform pieces will be replaced by the Chief of Police.

Section 20.1. The Chief of Police shall maintain a clothing allowance account, amounting to a maximum of \$600.00 per year for each Employee covered by this

Agreement for each Employee's first year of hire. Upon initial start of employment, Employee will be furnished with three (3) pairs of slacks, three (3) shirts of current style (i.e. long sleeve or short sleeve), one (1) badge, one (1) belt, one (1) tie and tie bar, if winter uniform applies, and (1) name tag from that Employee's \$600.00 account. After successful completion of Employee's six month probationary period, the balance of Employee's \$600.00 account will be used by Employee to supplement completion of uniform. The Chief of Police shall maintain a clothing allowance account, amounting to a maximum of \$450.00 per year per each employee covered under this Agreement after the Employee's first year.

Arrangements will be made for suppliers to bill the City directly for any approved purchase of uniform equipment. Uniform purchases will be considered to be purchases of pants, shirts, shoes, coats, ties, belts, leather goods, socks, gloves, and hats. If the maximum of \$450.00 per Employee is not used by the Employee, the remaining money reverts to the City's general fund.

Section 20.2. Employees shall receive an annual dry cleaning allowance of \$200.00 or, if the Employee chooses, the City will maintain an account with Cinderella Cleaners allowing the Employee to dry clean a maximum of five (5) articles of clothing per week.

ARTICLE 21. SHIFT DIFFERENTIAL

Section 21.1. Employees assigned to any shift ending between 7:00 p.m. and midnight shall receive a shift differential of 1% of the Employee's base rate in addition to their regular rate.

Section 21.2. Employees assigned to any shift ending after midnight and before 10:00 a.m. shall receive a shift differential of 2% of the Employee's base rate in addition to their regular rate.

ARTICLE 22. ALLOWANCES AND EXPENSES

Section 22.1 - Reimbursement for Expenses. Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from salary payable.

Employees required to use their own vehicles on official City business or for City related travel, shall be reimbursed at the rate equal to the current I.R.S. rate per mile plus parking expenses incurred for which receipts shall be presented. Mileage reimbursement will not be paid for going to and coming from Mayor's Court.

Employees who travel on official City business or for City required training or professional development purposes will be reimbursed for reasonable travel

expenses, including the appropriate air, rail, or bus fares, parking, lodging and meals.

Registration fees for conferences, seminars or other such events which are attended by Employees at the request of the City shall be paid for the Employer either by direct payment, by advance or by reimbursement.

Section 22.2 - Tuition Refund Program As a further aid to improve Employee proficiency, the City may grant a tuition refund to Employees each year for completing courses or programs, provided that the following requirements are met:

- a) An Employee must have had at least two years of satisfactory service with the City and must have, in advance, the written approval of his department head and the City Manager.
- b) The course of instruction is related to the Employee's current position.
- c) (1) The City's share shall be limited to \$450.00 for Employees with two to five years of service; and \$900.00 for Employees with five or more years of service. The City's limit shall be adjusted in accordance with the Employee's final grade and in accordance with the schedule of years of service as follows:

Grade A	Reimbursement maximum
"B" or better	Full reimbursement maximum
"C" or better	Half of reimbursement maximum
Grades below "C"	No tuition refund
Incomplete, or failure	
- (2) The City Manager may authorize tuition reimbursement to be applied towards the Employee's lab fees and/or book purchases that are required as part of the course when deemed in the best interest of the City. In the alternative, a "pass" grade on a pass/fail schedule shall be eligible for half of the reimbursement maximum.
- d) The City Manager shall be responsible for determining the propriety of the course.
- e) The Director of Finance shall be responsible for keeping complete records for the financial administration of this program.

ARTICLE 23. LAYOFFS

Section 23.1 – Layoff. Layoff of Employees shall be made in the inverse order of the date when an Employee first entered into service with the Forest Park Police Department. If it is found that two or more Employees have the same starting date, then layoff order for the Employees involved shall be determined by their Civil Service ranking at the time they began service with the City.

Section 23.2 – Recall. Should a position in the Police Department once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years, or as designated by the Civil Service Commission, from the date of abolishment the oldest Employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent Employee. Employees who have been recalled within the time set forth in this agreement will be reinstated to the position with credit for all time worked prior to the layoff and will be placed at the applicable pay rate. Vacation will be prorated in accordance with their date of recall and will thereafter be earned in accordance with Article 12 of this agreement. Service credit will not accrue for the period of time spent on layoff.

Section 23.3 - Contract Prevails. The provisions of this Article shall prevail over civil service law or regulation and shall be the exclusive means by which layoff and recall are regulated.

ARTICLE 24. BULLETIN BOARD

Bulletin board space will be provided within the Police Department facility for use by the F.O.P. and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The F.O.P. may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election and election results; general membership meetings and other related business meetings; general F.O.P. business of interest to members of the bargaining unit.

ARTICLE 25. PAY STEP DENIALS

Employees covered by this Agreement may use the grievance procedure when any pay raise is denied to the Employee. If a grievance on a pay step is granted to the Employee, a gross pay adjustment will be made to the date the pay step should have gone into effect.

ARTICLE 26. INTEGRITY OF AGREEMENT

The City and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding

pertaining to any matters set forth in this Agreement or to any other matter.

The City and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

ARTICLE 27. SAVINGS CLAUSE

Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, then such provision shall be automatically terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 28. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the period January 1, 2015 to December 31, 2017, and thereafter from year to year, unless either party serves written notice of the intent to terminate or modify this Agreement, served electronically or by way of certified mail at least ninety (90) days prior to December 31, 2017, or any successive December 31 thereafter. In the event that neither party serves written notice of intent to terminate or modify this Agreement, this Agreement shall remain in effect through December 31 of any successive year thereafter.

SIGNATURE PAGE

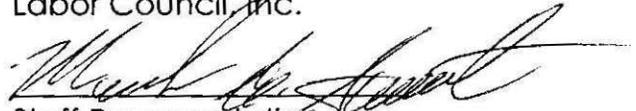
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 1st day of January, 2014.

City of Forest Park

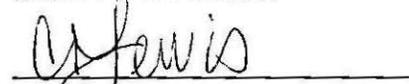


City Manager
Ray H. Hodges

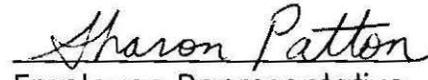
Fraternal Order of Police, Ohio
Labor Council, Inc.



Staff Representative
Mark A. Scranton



Employee Representative
Cheryl Lewis



Employee Representative
Sharon Patton



Employee Representative
Julie Sheets

AS PREPARED BY:

Mark A. Scranton
Staff Representative
FOP, Ohio Labor Council, Inc.
markscranton.fopolci@yahoo.com

RESOLUTION NO. 47-2014

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT BETWEEN THE CITY OF FOREST PARK AND
THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.,
POLICE DISPATCHERS/CLERKS**

WHEREAS, the labor contract between the City of Forest Park and the Fraternal Order of Police (FOP) Ohio Labor Council, Inc., Police Dispatchers/Clerks expires on December 31, 2014, and

WHEREAS, negotiators for both parties have reached a mutually agreeable contract subject to the final approval by the City Council, and

WHEREAS, it is the intention of the Council of the City of Forest Park to enter into said contract marked Exhibit "A".

NOW, THEREFORE, Be It Resolved by the Council of the City of Forest Park, Ohio.

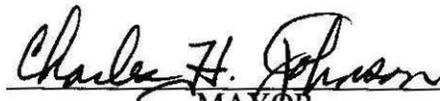
SECTION 1.

That the City Manager is hereby authorized and directed to enter into a contract with the FOP Ohio Labor Council, Inc., Police Dispatchers/Clerks in accordance with the terms and conditions as described in the attached contract marked Exhibit "A".

SECTION 2.

This resolution shall be in full force and take effect upon its passage.

Passed this 15th day of December, 2014.


MAYOR


CLERK OF COUNCIL

APPROVED AS TO FORM:

LAW DIRECTOR