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**CITY OF KETTERING**

## **AGREEMENT**

between

**City of Kettering, Ohio**

and

**Fraternal Order of Police, OLC**



**Kettering Public Safety Dispatchers Unit**

**June 1, 2015 – May 27, 2018**

AGREEMENT INDEX

ARTICLE	SUBJECT	PAGE NO.
1	PREAMBLE.....	1
2	RECOGNITION.....	1
3	MANAGEMENT RIGHTS.....	2
4	COMMUNICATIONS AND COOPERATION .....	3
5	DISCRIMINATION .....	3
6	WORK CONDITIONS.....	3
7	WAGES .....	3
8	HOURS.....	6
9	OVERTIME PAY.....	6
10	HOLIDAYS.....	7
11	VACATIONS .....	7
12	SHIFTS .....	8
13	INJURY LEAVE.....	8
14	EDUCATION ASSISTANCE.....	8
15	SAFETY AND HEALTH.....	9
16	SICK, FUNERAL AND SPECIAL LEAVE .....	10
17	GRIEVANCE PROCEDURE .....	11
18	UNIFORMS.....	13
19	BULLETIN BOARDS.....	13
20	MEDICAL, DENTAL AND LIFE INSURANCE .....	13
21	UNION REPRESENTATION.....	14
22	REMOVAL OF REPRIMANDS.....	14
23	EFFECT OF LAWS .....	14
24	RANDOM DRUG/ALCOHOL TESTING.....	15
25	DURATION .....	16
	SIGNATURES .....	17

## AGREEMENT

This Agreement is between the City of Kettering, Ohio (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. – Kettering Public Safety Dispatchers Unit (the "Union"). "He," "his" and "him" shall include "she," "hers" and "her."

### ARTICLE 1 — PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

### ARTICLE 2 — RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent of all non-supervisory regular, full-time public safety dispatchers for the purpose of negotiating wages, hours and other terms and conditions of employment. The coverage of this Agreement shall be limited to the employees included within the bargaining unit described above.

Section 2. Dues Deduction. During the period this Agreement is in effect, the City shall deduct the regular annual Union dues from the biweekly wages of employees who individually and voluntarily authorize and direct such deductions in writing. The written authorization shall be revocable at will upon 30 days written notice to the City and Union.

The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

The City will remit dues money to the Union at least once a month. The Union shall compute and notify the City of the Union dues for each public safety dispatcher no more than once a year. The City shall make no service charge for the deduction and remittance of dues and assessments.

#### Section 3.

- (a) No Lockout. During the term of this Agreement, the City will engage in no lockout of the public safety dispatchers covered by this Agreement.
- (b) If the Union claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so, it shall give the City written or electronic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall continue the hearings (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the Union's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

## ARTICLE 3 — MANAGEMENT RIGHTS

Section 1. This Section, and any other provision in this Agreement relating to management rights, layoffs, call backs and promotions, are solely intended to supplement the rights of management granted in Section 4117.08 Ohio Revised Code. This does not constitute bargaining about any of the rights protected by 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section.

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of public safety dispatchers, the termination of probationary public safety dispatchers, the termination for just cause of other public safety dispatchers; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the Constitution and statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures, the purchasing and maintaining of adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of number of public safety dispatchers required; the establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this Section to contravene individual rights granted by this Agreement.

### Section 2.

- (a) No Strike. There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing or any other concerted activity or attempted concerted activity which would interrupt or limit the performance of services. Informational picketing, which is otherwise lawful and which does not have the intent or effect of inducing a strike, or interfering with the operation of the City is permitted. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.
- (b) Union Responsibility. If there is an unauthorized strike, work stoppage, interruption or impeding of work, the Union, together with its officers and agents, shall publicly denounce such violation, provide the City with written notice that the strike is not authorized, is in violation of the Agreement, and that work shall be continued, disclaim approval, order those taking part in such violation to return to work immediately, and instruct all interested employees of the City or other employees that the strike is not authorized and that work shall be continued. If these steps are sincerely followed, there shall be no financial liability on the part of the Union, or any of its officers or agents, for such violation.
- (c) Employee Discipline. The City shall have the right to discharge, demote, suspend, fine or otherwise discipline employees for violation of this Section. A suspension for a certain number of working days may at the City's option be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Section may file a grievance, but only on a claim that he did not violate

this Section. The discipline imposed may not be overturned if the employee did violate this Section, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Section.

- (d) Restraining Violations. If the City claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so, it shall give the Union written or electronic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuances of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise in the courts or elsewhere.

#### ARTICLE 4 — COMMUNICATIONS AND COOPERATION

The expressing of any views, argument or opinion, or the dissemination thereof, whether in written, printed, graphic or visual form, by either the Union or the City, shall not constitute or be evidence of an unfair labor practice under any of the provisions of the Act (Ohio Revised Code Chapter 4117), if such expression contains no threat of reprisal or force or promise of benefit.

#### ARTICLE 5 — DISCRIMINATION

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, or status as a Veteran of the Vietnam era.

#### ARTICLE 6 — WORK CONDITIONS

The City shall take no action which unjustly and arbitrarily has an adverse effect on rights, privileges, and working conditions enjoyed by the employees at the present time.

The public safety dispatchers shall be notified 30 days prior to any permanent change in job status and/or job location.

#### ARTICLE 7 — WAGES

Section 1. Basic rates of pay shall be increased by 2.00%, effective retroactive to June 1, 2015. In the second year of this Agreement, effective May 30, 2016, basic rates of pay shall be increased by 2.75%. In the third year of this Agreement, effective May 29, 2017, basic rates of pay shall be increased by 2.75%. The resulting pay rates are as follows:

Effective June 1, 2015

PAY

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
80	Hour	\$23.25	\$24.31	\$25.44	\$26.73	\$28.17	\$29.77
	Year	48,360	50,565	52,915	55,598	58,594	61,922

The basic rates of pay for a Public safety dispatcher who holds an Associate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective June 1, 2015

PAY

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
81	Hour				\$27.10	\$28.56	\$30.18
	Year				56,368	59,405	62,774

The basic rates of pay for a Public safety dispatcher who holds a Baccalaureate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective June 1, 2015

PAY

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
82	Hour				\$27.48	\$28.96	\$30.61
	Year				57,158	60,237	63,669

Effective May 30, 2016, basic rates of pay shall be increased 2.75% as follows:

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
80	Hour	\$23.89	\$24.98	\$26.14	\$27.47	\$28.94	\$30.59
	Year	49,691	51,958	54,371	57,138	60,195	63,627

The basic rates of pay for a Public safety dispatcher who holds an Associate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective May 30, 2016

PAY

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
81	Hour				\$27.85	\$29.34	\$31.01
	Year				57,928	61,027	64,501

The basic rates of pay for a Public safety dispatcher who holds a Baccalaureate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective May 30, 2016

PAY							
GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
82	Hour				\$28.24	\$29.76	\$31.45
	Year				58,739	61,901	65,416

Effective May 29, 2017, basic rates of pay shall be increased 2.75% as follows:

GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
80	Hour	\$24.55	\$25.67	\$26.86	\$28.23	\$29.74	\$31.43
	Year	51,064	53,394	55,869	58,718	61,859	65,374

The basic rates of pay for a Public safety dispatcher who holds an Associate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective May 29, 2017

PAY							
GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
81	Hour				\$28.62	\$30.15	\$31.86
	Year				59,530	62,712	66,269

The basic rates of pay for a Public safety dispatcher who holds a Baccalaureate Degree and has satisfactorily completed two years as a Kettering Public safety dispatcher shall be as follows:

Effective May 29, 2017

PAY							
GRADE	BASIS	A/1	B/2	C/3	D/4	E/5	F/6
82	Hour				\$29.03	\$30.58	\$32.32
	Year				60,382	63,606	67,226

Section 2. Minimum Service Requirements. Public safety dispatchers normally enter at Step A but may enter at Step B, C, D, E or F at the discretion of the City Manager. Step rate increases to B, C, D, E or F may be granted by the City Manager after each 9 months of service. Normal time from entry to Step F is 45 months. In recognition of outstanding job performance, the City Manager may grant step increases in shorter periods of time. Likewise, step increases may be withheld as a result of below standard performance.

Section 3. Shift Differential. Public safety dispatchers assigned to a shift in which ½ or more of the working hours are between 3 p.m. and 7 a.m. shall receive 90¢ per hour in addition to the basic straight time rates for those hours worked between 3 p.m. and 7 a.m. A paid unworked holiday, paid

sick leave and paid unworked vacation leave shall be credited as hours worked, for the computation of shift differential pay.

Section 4. Weekend Differential. Public safety dispatchers shall receive thirty cents (30¢) per hour in addition to basic straight time rates and applicable shift differential rates for all hours worked between 12:01 a.m. Saturday and 12:00 Midnight Sunday.

Section 5. Direct Deposit of Payroll & Electronic Distribution of Paystubs. If required by the City all payroll payments will be direct deposited in an account of the employee's choice in compliance with the guidelines established by the City of Kettering Finance Department. Paystubs may be distributed electronically.

#### ARTICLE 8 — HOURS

The present regular work schedule for public safety dispatchers consists of five working days of 8 hours per day. The City agrees it will not permanently change an employee's work schedule by more than 1 hour's difference in starting time without at least 1 week's notice. If the schedule is altered to change the length of the regular work day or otherwise to change the present regular schedule on a permanent basis, the City will give at least 2 week's notice. A permanent change is one which is expected to prevail for 3 months.

If a permanent change in an employee's work schedule is ordered by the City without the requisite 1 or 2 weeks' notice, the first day worked under the new schedule shall be at a rate of time and one-half the employee's regular rate.

#### ARTICLE 9 — OVERTIME PAY

Section 1. Provided the employee has worked a full scheduled week, the public safety dispatcher shall be paid overtime at time and one-half for all hours in excess of 8 hours per day or 40 hours per week.

Section 2. Attendance at any dispatch business meeting or training session scheduled by the Chief or his designee is considered time worked for overtime purposes.

Section 3. For the purpose of computing overtime, an employee on paid leave of absence, sick leave, holiday, personal leave, or vacation leave shall be considered to have worked his normal work shifts during such absences.

Section 4. Should the City order a public safety dispatcher to work in another division or department, the public safety dispatcher's regular pay shall prevail. Should the public safety dispatcher volunteer to work for another division or department, he shall be paid the rate applicable to the job performed.

Section 5. Public safety dispatchers shall receive double their regular rate for overtime hours worked on Easter Sunday.

Section 6. Overtime pay shall be calculated by recording overtime worked to the closest minute, converting the total minutes worked to the closest 1/100 hours and paying overtime at a rate of time and one-half the employee's regular hourly rate.

Section 7. Call-in Pay is payment for work assigned by the Chief or his designee, and performed by an employee at a time not contiguous with his normal pre-scheduled work hours, but does not apply to call-ins due to the employee's fault or neglect. Any employee who is called in for such work will receive a minimum of 2 hours pay at the time and one-half rate.

Section 8. Overtime pay will not be pyramided.

Section 9. Whenever it is necessary for an off-duty public safety dispatcher to appear in the Municipal Court or any other official court on matters pertaining to official City business, or to appear before the prosecutor for a pretrial conference, the public safety dispatcher shall submit to the Chief, or his designee, an overtime record form for approval. Forms shall be filled out completely, wherever possible, including remarks as to the reasons and details of the necessity of the appearance. A minimum of 2 hours overtime shall be credited per appearance day, at the rate of time and one-half. If the time required for a court appearance shall exceed 2 hours, the public safety dispatcher shall be paid for actual time spent at the overtime rate (time and one-half).

Section 10. An employee may request compensatory time off in lieu of overtime pay at the same rate as he would have been paid as long as he makes written application to the Chief or his designee for both its accrual and use. Accrued compensatory time off may not exceed the equivalent of 140 hours. Compensatory time off will be scheduled in the same manner as vacation time, and it must be used in increments of not less than 4 hours except that accrued amounts of less than 4 hours must be used in a single application. When a public safety dispatcher leaves the City's employment, the balance of his comp time will be paid to him.

#### ARTICLE 10 — HOLIDAYS

Section 1. The following ten days are recognized as paid holidays under this Agreement: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24, and Christmas Day. For the year 2009, only former fire dispatchers shall be eligible for holiday pay for the Day After Thanksgiving. Public safety dispatchers assigned to rotating or other shifts which require public safety dispatchers to regularly work a full work schedule during the week in which a holiday occurs, will be paid an extra day's pay for each such holiday (8 hours at the 40 hour rate). The City will be willing to defer that holiday pay until the latter part of the year.

However, overtime for all public safety dispatchers will be paid at the double time rate only for overtime hours worked on the days holidays actually fall.

Section 2. Personal Leave. Each public safety dispatcher shall be entitled to 32 hours of paid personal leave annually.

#### ARTICLE 11 — VACATIONS

Section 1. Vacation leave will be accumulated, for uninterrupted employment, based on straight-time hours in a paid status at the following comparative rates for a 40 hour work week schedule:

<u>Years of Service</u>	<u>Rate of Accumulation - Hours/Year</u>
Less than 5	80
5+ up to 10	96
10+ up to 15	128
15+ up to 20	160
20+ and up to 25 years	184
Over 25 years	200

Section 2. Vacation leave accrued and vacation leave taken will be accounted for on a vacation year basis. The vacation year extends from the first day of the pay period closest to October 1st of one calendar year through the last day of the pay period closest to September 30th of the following calendar year. A public safety dispatcher may not use leave during the first 90 calendar days following his initial appointment or following his reappointment after a break in service; in other cases, eligibility to use vacation leave commences in the first month following accrual.

Section 3. A public safety dispatcher may carry accumulated vacation leave forward to the next vacation year. The total amount of accrued leave carried forward will not, however, exceed 30 days at the beginning of any vacation year. Accrued leave in excess of 30 days is dropped and lost on the last day of each vacation year.

A public safety dispatcher may provide the City with written notice of his commitment to retire on a specific date, in which case no limit shall be placed on the accumulation of his vacation leave from the date of receipt of such notice of this retirement date or for the period of one year preceding his retirement date, whichever is shorter.

Section 4. When a public safety dispatcher reaches a Leave Anniversary Date entitling him to an increased rate of accumulation, he shall be credited with the increased rate of accumulation beginning the pay period in which the Leave Anniversary Date falls.

#### ARTICLE 12 — SHIFTS

Section 1. Current Shifts. Public safety dispatchers work 5-day rotations with two consecutive days off. The current shifts are: 0700-1500, 1500-2300 and 2300-0700.

Section 2. Shift Trades. Trades of shifts or partial shifts by agreement between two dispatchers must have completed paperwork submitted for approval by the Public Safety Communications Supervisor.

#### ARTICLE 13— INJURY LEAVE

The City Manager may grant a paid injury leave for absence necessitated by a work-related injury or illness. The Chief and the Director of Human Resources will determine whether the injury is work related.

#### ARTICLE 14 — EDUCATION ASSISTANCE

Section 1. The City will pay 80 percent of the tuition costs for courses directly related to a permanent full-time employee's current position or his preparation for a promotion with a maximum payment of \$1,000.00 per year per employee.

Section 2. An employee is eligible for this assistance only when no other outside source of funding for tuition is available.

Section 3. Requests for education assistance must be submitted by an employee to the City Manager through the Police Chief and the Director of Human Resources.

Section 4. If the employee's service with the City is terminated for any reason within 2 years of completion of the course, he shall return the City's outlay on a pro rata basis.

## ARTICLE 15 — SAFETY AND HEALTH

Section 1. The City and the Union agree to cooperate to the fullest extent in the promotion of safety.

### Section 2. Health and Safety Examinations

(a) In the interest of health, safety or job performance, the City may require a medical or other examination of an employee. Any such examination shall be conducted by a licensed practitioner. The Police Chief (or his designee) and the Director of Human Resources (or his designee) shall jointly determine in good faith if an employee is required to have an examination. The City will not order an examination unless based upon reasonable suspicion or other grounds which are not unjust or arbitrary. This may include an employee's potential responsibility for an accident or incident which results in bodily harm or property damage, a violation of traffic or other laws or safety rules which could cause bodily injury or property damage, unexplained and excessive absence, or employee appearance, behavior or speech.

If in the examiner's opinion the employee's condition jeopardizes his health or safety, or that of another employee or citizen, or renders his job performance unsatisfactory, the City may relieve him from active employment, and he will be eligible to use his accrued sick leave.

Any City-required examinations shall be paid in full by the City. Any time spent by the employee traveling to, from and during the examination will be work time, subject to any applicable call-in or overtime pay. The employee will be provided complete copies of all reports, findings and recommendations of the examiner.

(b) At the employee's option, a "second opinion" medical or other examination may be conducted by a licensed practitioner of the employee's choice. Such examination will be paid for by the employee and time spent will not be subject to overtime provisions. Complete copies of all reports, findings and recommendations of the optional examination will be provided to the City.

(c) If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issues originally prompting the first required examination. The cost of any third examination shall be paid in full by the City. Both the City and the employee shall receive complete copies of all reports, findings and recommendations of the third examiner. Medical records shall be sealed or similarly secured, accessible only through the City Manager, the Police Chief or the Director of Human Resources.

(d) If it is determined that the employee's medical or other condition did not jeopardize his health or safety, or that of other employees, or did not render his job performance unsatisfactory, all sick leave

directed to be used will be reinstated to the employee and leave taken will be charged to paid administrative leave.

(e) Employees returning from, or remaining on, leave of absence because of a disability may be required to participate in a medical or other examination subject to the above provisions and appeals. In such cases, the provision of reinstated sick leave provided in paragraph (d) of this Article shall be in effect the date of the first required examination for any employee who was then fit for duty.

## ARTICLE 16 — SICK, FUNERAL AND SPECIAL LEAVE

Section 1. Each public safety dispatcher shall accrue sick leave at a rate of 120 hours per year, prorated over 26 two-week pay periods, and the maximum number of sick leave hours which can be accrued by such public safety dispatchers shall not exceed 2,080.

Section 2. Sick leave may be used for absences due to illness, injury, or exposure to a contagious or communicable disease, or emergency due to serious illness of a member of the immediate family where the employee's presence is extremely essential, but a doctor's certificate to substantiate periods of three consecutive days or more may be required by the City, and may also be required for a period of 1 day in the following cases:

- a. For probationary employees;
- b. If it is believed that an employee is malingering based upon repeated one or two day absences; or
- c. Multiple absences on a single day (5 or more employees).

Section 3. In case of any illness or other absence, the employee shall notify his department as soon as possible on the first day of absence unless it is impossible to do so, in which case notice shall be given as soon as possible. If the absence extends beyond 1 day, the employee shall make periodic reports to his department on his progress and anticipated date of return. Public safety dispatchers will be required to notify their department if possible at least 1 hour prior to their scheduled starting time so that replacement help may be provided. Failure to notify his department of the reason for absence may be grounds for refusal to pay leave.

Section 4. Nothing shall prevent the City from investigating sick leave.

Section 5. Fraction of a Day. Absence for a fraction of a day is chargeable to sick leave in accordance with these provisions.

Section 6. Reinstatement Credit. A public safety dispatcher who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his layoff placed to his credit.

Section 7. Transfer Credit. Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 8. Funeral Leave. Leave with pay may be requested by a public safety dispatcher when his absence is required because of the death of a relative. Such leave may be granted for a period not to exceed 5 working days for the death of a spouse, child (or step-child), parent, or parent-in-law. Such leave may be granted for a period not to exceed 3 working days for the death of any other member of

the immediate family, which is defined as brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, or other relative living in the same household; brother-in-law and sister-in-law mean spouse's sibling or sibling's spouse. Such leave may be granted for a period of up to one calendar day for a more distant relative. A leave report form showing the relationship to the deceased will be submitted by the public safety dispatcher at the earliest practical time. The Police Chief is authorized to rule on such requests for paid leave.

Section 9. Payment of Accumulated Sick Leave at Death. One-half of the accumulated Sick Leave shall be paid to a designated beneficiary upon the death of a current employee. Such payment will be in a lump sum based upon the employee's hourly rate of pay at the time of death (excluding any premium pay). If there is not valid written designation of beneficiary on file, or if the designation is for any reason ineffective, the payment shall be made to the employee's estate except that the City may authorize the payment of such amount to any one or more of the surviving spouse, adoptive parents, lineal descendants by adoption, or blood relatives of the employee, or a beneficiary to receive payments after the death of the employee under the State Retirement System, and any such payment shall be in complete discharge of liability with respect to the amount so paid.

Section 10. Payment for Accumulated Sick Leave at Retirement. At retirement, a public safety dispatcher shall receive a lump sum payment for 1/3 of all accumulated sick leave in excess of 400 hours to the maximum of 2,080 hours. This provision does not apply to service separation other than retirement.

Section 11. Maternity Leave. Any pregnant female public safety dispatcher shall be entitled to maternity leave. The starting date of maternity leave shall be at the reasonable discretion of the supervisor, or if earlier, at the employee's request, if reasonable notice is given by the employee. She will become reinstated without any break in service, provided she has notified the City within 30 days of delivery indicating her desire to return to work and returns to work not more than 90 days after delivery. Maternity leave shall be without pay, except that accumulated sick leave may be utilized by a female public safety dispatcher for that period of time she is temporarily disabled due to her pregnancy.

Section 12. Special Leave. Leaves without pay for personal reasons may be granted by the City upon request for periods not in excess of 90 calendar days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of 90 calendar days only upon the express approval of the City Manager. Upon return from such leave, the employee will be reinstated to his old position or to one of equal grade if available.

Section 13. Jury Duty. When a public safety dispatcher is called to serve as a juror in any court, the City Manager may authorize that the employee continue to receive his regular City pay during that period he serves as a juror.

## ARTICLE 17 — GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. Any disciplinary action of record which is not appealable to the Kettering Civil Service Commission is fully subject to the procedures of this Article.

Section 2. Grievances shall be promptly filed. To be considered, a grievance must be filed at the first step within 48 hours of its occurrence (exclusive of Saturday, Sunday or a holiday) or when the

employee first became aware (or in the exercise of reasonable diligence should have become aware) of its occurrence, but in no case may a grievance be filed more than 30 days after occurrence.

Section 3. Step 1. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, the representative of the Union shall be present.

Section 4. Step 2. If the grievance of an employee is not satisfactorily settled at Step 1, it may be taken to Step 2 and appealed by the grievant at a meeting with the Police Chief and a representative of the Union. Any class action grievance filed by the Union shall be filed at Step 2 rather than Step 1 of the grievance procedure.

Section 5. Step 3. If the grievance has not been adjusted at Step 2, it may then be appealed by the grievant to a meeting between the Director of Human Resources and a representative of the Union.

Section 6. Step 4. If the grievance has not been adjusted at Step 3, it may then be appealed by the grievant to a meeting between a representative of the Union and the City Manager.

Section 7. Step 5. Arbitrable grievances which have not been settled by the above steps may be submitted to binding arbitration. Grievances which involve a matter over which the Civil Service Commission has jurisdiction are not arbitrable.

In the case of other grievances, if the Union is not satisfied with the answer of the City at Step 4, it may within 30 days give written notice to the City of its intent to submit the grievance to arbitration.

Section 8. Arbitration. The arbitrator shall be selected under the rules of the American Arbitration Association for labor disputes, unless in a specific case the Union and the City mutually agree upon an arbitrator. Either party may request the American Arbitration Association to initiate procedures for the appointment of an arbitrator at any time after the notice of intent to arbitrate has been given under Section 7. The decision and award of the arbitrator shall be final and binding upon all interested parties.

The arbitrator shall not have the power to add to or subtract from or to modify this Agreement or any agreement supplemental hereto.

No more than 1 grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator holding hearings as provided herein, unless it is mutually agreed to waive this provision.

The expense of the arbitrator shall be paid equally by the City and the Union.

It is further agreed, except with respect to matters over which the Civil Service Commission has jurisdiction, that the above grievance-arbitration procedure shall and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the City, and it is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure including any determination as to the arbitrability of a grievance as shall be made by the authorized business representative or officer handling the grievance, provided, however, that any such determinations regarding arbitrability shall be made upon the facts with which the authorized business representative or officer is confronted.

Section 9. The City shall give its answer at Step 1 within 2 days; appeals from Step 1 to Step 2 shall be within 2 days of receipt of the City's answer. Appeals from Step 2, Step 3 and Step 4 shall be within 5 days of receipt of the City's answer. The City shall give its answer at Step 2, Step 3 and Step 4 within 10 days of the meeting. Time limits may by agreement be waived.

Section 10. If the City fails to answer in the time provided, the grievance shall automatically be considered at the next step. In the event that a grievance is not filed or appealed within the time provided, it shall be considered withdrawn; however, if the grievance is not answered at the second step, the grievance will be settled on behalf of the employee.

#### ARTICLE 18 — UNIFORMS

Section 1. Public safety dispatchers' uniforms will be provided by the City and shall consist of four shirts and one sweater or jacket per year. Employees may be reimbursed up to \$200 per year toward the purchase of department approved uniform apparel.

#### ARTICLE 19 — BULLETIN BOARDS

The City agrees to furnish in Dispatch a bulletin board for the Union. This bulletin board is to be exclusively for the Union for the purpose of posting non-controversial Union notices.

#### ARTICLE 20 — MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. Health and Dental Insurance. The City shall make available to all eligible employees and their dependents health insurance programs to include medical, prescription and dental coverage subject to the applicable carriers' requirements and eligibility. The plan coverage and premium as determined by the City will be the same as that provided to all non-bargaining unit employees. Deductibles, out-of-pocket maximums, and co-pay structures are components of plan design. As such they will be established by the City and will be the same as those for non-bargaining unit employees. The City has the right to insure or self-insure and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any other operational components of the Medical and Dental Plans.

HSA's will be funded quarterly on a prorated basis, under a banking arrangement selected by the City. The City will pay all routine charges for the banking arrangement such as set up charges and routine monthly fees, with the employee responsible for other charges such as overdrafts, checks and investment fees. Once placed in the employee's HSA, the money becomes the possession of the employee, and as such, money the employee does not spend in the HSA for medical expenses is carried forward for future years use and is the employee's to take with him or her at termination, as authorized by then current IRS and other controlling state and federal regulations. Under circumstances where the employee does not have adequate funds in the HSA for expenses incurred before the fourth quarter of the year, due to legitimate expenditures to meet the deductible, the City will contribute an amount to the account, at the employee's request, up to the annual City contribution limits specified above.

Employees joining the City mid-year, eligible for health insurance coverage, will be placed in a similar High Deductible Consumer Driven Health Plan, but will be enrolled in a Health Reimbursement Account (HRA) with similar amounts available as those specified for HSA accounts above, but at the end of the year, any money not spent is retained by the City and the employee is

thus enrolled in the HSA in the subsequent year. The HRA system may also be used for other employees who do not qualify for the HSA under IRS provisions such as those enrolled in Medicare.

Employees in an HSA will have available a limited Flexible Spending Account (FSA) with the option for them to contribute up to the maximum allowable limit under IRS provisions. Other controlling aspects of the FSA and health plans, such as timing of enrollment, are subject to provisions of the Medical Plan.

Section 2. Life Insurance. Similar to administration employees each employee will be provided a term life insurance policy in an amount equal to his base annual salary at the time of death, plus an equal amount for accidental death and dismemberment coverage. Similar to administration employees the City will permit employees to purchase additional life insurance coverage through payroll deduction. The rates and availability of this optional coverage shall be as specified by the insurance carrier selected by the City.

Section 3. Effective January 1, 2010, the content of the health insurance benefits package and the employee premiums will be consistent with that provided to other regular full-time employees in the City's non-represented management, professional, technical and clerical series positions, including any changes in benefits and employee contributions.

#### ARTICLE 21— UNION REPRESENTATION

Section 1. For purposes of this Article, Union Representatives for the Kettering Public Safety Dispatchers Unit are as follows:

Chief Steward  
Steward (1 per shift)

If the names of the Union Representatives change, notice of such change will be given to the City in writing.

Section 2. In cases of discharge, suspension or other disciplinary action, the employees involved may request the presence of a Union Representative. The City will not unreasonably deny such permission.

Section 3. The City and representatives of the Union will meet upon request at a time and place mutually agreeable. An agenda shall be submitted at least 5 days prior to the meeting by both sides.

#### ARTICLE 22 — REMOVAL OF REPRIMANDS

After a two-year clean slate, an employee may request the City to remove a previous oral or written reprimand, which will be done, except that if the employee has received a written reprimand instead of more serious corrective action, as stated in the written reprimand, the written reprimand shall remain a part of the employee's personnel file.

#### ARTICLE 23 — EFFECT OF LAWS

This Agreement is subject to all existing Federal and State laws, merit service rules and regulations, Municipal Charter provisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances, resolutions or any

judicial decision interpreting them. The City shall adopt no ordinances or resolutions repugnant to the terms and conditions of this Agreement.

In the event that any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. When either party feels that a provision has been invalidated, it will notify the other in writing. In any such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations. Prior to any such meeting, the City may take action it should deem necessary in good faith to comply with the law. Any such action shall be subject to the grievance-arbitration procedures hereafter for the purpose of determining whether the City acted within the scope of the paragraph.

By entering into this Agreement, or by making any reference to Chapter 4117 of the Ohio Revised Code, neither party in any way waives any claim that law, or any part of them, may be unconstitutional or otherwise invalid.

#### ARTICLE 24 - RANDOM DRUG/ALCOHOL TESTING

In addition to the City's right to conduct Reasonable Suspicion Drug and Alcohol Testing, employees may be drug and alcohol tested randomly. Such random testing protocol shall begin 1/1/2016 and employees will have the opportunity to attend training on the testing process prior to 1/1/2016.

Employees will be randomly selected for unannounced drug and/or alcohol testing on an indiscriminate basis that assures that all employees shall have an equal chance of being selected; as a result, some employees may be tested more than once per year while other employees may not be tested at all. Testing may be administered up to 4 times each calendar year at the discretion of the City and 10% of the total pool shall be selected for each test date. The selection of employees from the random pool shall be performed by the City's certified vendor. When an employee is selected for a random drug and/or alcohol test, the employee shall promptly submit to such test(s). Dispatchers will be placed in the same pool as other Kettering Police Department employees that are subject to random testing. Except as provided herein, all random drug and/or alcohol tests will be provided at the cost of the City.

All employees sworn and non-sworn subject to random drug testing shall be placed in a single pool of Police Department employees. The selected employees will be tested in the least disruptive manner and testing of selected employees shall occur during their assigned shifts on the date of the test(s).

The random drug and/or alcohol testing shall be conducted by a certified vendor of the City's choice. At a minimum, such vendor will be certified by the Department of Health and Human Services (DHHS), or certified by a DHHS recognized certification program, or Substance Abuse and Mental Health Services (SAMHSA), or certified by a SAMHSA-recognized certified program or any other future named agency that has jurisdiction over such standards. The screening panel and acceptable limits for random drug testing shall be consistent with the City's pre-employment screening panel and acceptable limits in place for Police Department personnel at the time the random drug/alcohol test is conducted.

No drug test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. If the initial drug test is positive for any controlled

substance, a confirmation test shall be run on the same sample using the most accurate testing method reasonably available. An employee who tests positive may, at his or her own expense, have another test run on the same sample. If the analysis of the “primary” specimen confirms the presence of an illegal controlled substance, the employee has 72 hours to request that the “split” specimen be retested at the same lab or be sent to another certified laboratory for analysis, at the employee’s expense. In the event that the “split” specimen sample reveals no confirmation of a controlled substance, the City will reimburse the employee for the cost of the “split” sample test.

Random alcohol testing shall be conducted by a Breath Alcohol Test (BAT). In determining positive or negative results or removal from performing safety sensitive functions/duties the City will adhere to the standards and guidelines established by the Federal Motor Carrier Safety Administration (FMCSA) or any other future named agency that has jurisdiction over such standards. Employees shall be provided with a copy of such results standards on an annual basis or more frequently in the case of modification of such standards by the applicable agency.

If an initial drug test is positive, an employee may be suspended pending receipt of the confirmation test. A positive alcohol and/or positive drug confirmation test shall be deemed a violation. If an employee refuses to submit to a drug and/or alcohol test; or has a positive alcohol test; or a positive drug confirmation test the City may initiate disciplinary action, up to and including dismissal subject to a just cause standard.

If an employee has a positive drug and/or alcohol test on a test covered by this Article, the Union, the affected employee, and the City may enter into a “Last Chance Agreement.”

A positive random drug and/or alcohol test by itself will not result in a Kettering Police Department initiated prosecution. Information resulting from such tests will not be divulged except to the extent necessary to protect the legitimate interest of the City or to the extent required by law.

The Chief may adopt a General Order to administer the random drug and/or alcohol testing program so long as such Order is not in conflict with this Article.

#### ARTICLE 25 — DURATION

This Agreement shall be in full force and effect through May 27, 2018. All provisions shall be effective from and after the signing date of this Agreement unless otherwise specified, or as soon thereafter as benefit coverage can be obtained in the normal course of business or as provided by law.

The Union shall provide their proposals for a new agreement to the City 120 days before the Agreement expires. Negotiations will commence either 90 days before the Agreement expires or within the 7 days following the 90th day.

This Agreement originally signed the 3<sup>rd</sup> day of December 2015.

**FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL-KETTERING  
PUBLIC SAFETY DISPATCHERS UNIT**

**CITY OF KETTERING, OHIO**

By: Valerie A. Oswalt  
Valerie A. Oswalt  
Negotiator/Chief Stewart, FOP/OLC

By: Mark W. Schwieterman  
Mark W. Schwieterman  
City Manager

By: Cynthia F. McKenzie  
Cynthia F. McKenzie  
Negotiator, FOP/OLC

By: Sara E. Mills  
Sara E. Mills  
Director of Human Resources

By: Jarrod B. Kelley  
Jarrod B. Kelley  
Negotiator, FOP/OLC

By: Christopher N. Protsman  
Christopher N. Protsman  
Chief of Police

By: Barry Gray  
Barry Gray  
FOP/OLC Staff Representative

By: Thomas F. McEwan  
Thomas F. McEwan  
Police Captain

By: Patti Missimer  
Patti Missimer  
Human Resource Manager

By: Jenny Smith  
Jenny Smith  
Human Resource Manager