

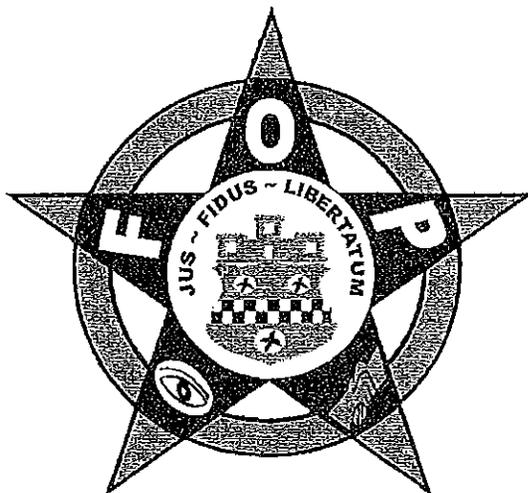
# A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

04-29-16  
15-MED-09-0918  
\*also closes 14-MED-09-1221  
and 13-MED-09-1132  
2217-11  
K33440

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

And



THE CITY OF ALLIANCE

REPRESENTING

(CLERICAL UNIT)

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

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## PREAMBLE/ PURPOSE

**Section 1. Parties.** This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police/Ohio Labor Council, Inc. hereinafter referred to as the "Union or the "F.O.P."

**Section 2. Purpose.** The purpose of the Agreement is as follows: the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance; and to provide a more professional police department.

**Section 3.** Further, it is mutually recognized, that the parties agree that working conditions that substantially affect the Bargaining Unit employees are subject to negotiations.

**Section 4. Joint Responsibility.** The Fraternal Order of Police/Ohio Labor Council and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous service to the citizens of the City of Alliance.

## ARTICLE 2 - RECOGNITION

The City hereby recognizes the F.O.P./O.L.C. as the sole and exclusive bargaining representative for the following positions: Chief's Secretary, Records Clerks, Clerk II, and Property Room Clerk with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

## ARTICLE 3 - DUES CHECK OFF AND FAIR SHARE FEE

**Section 1. Dues Deduction.** The City agrees to deduct monthly from the pay of each bargaining unit member from the wages of any employee, who is a member of the Union, membership dues, initiation fees, and/or assessments. Employees shall submit a written authorization for dues deductions. The Union will notify the City annually, in writing, of the dues it charges and its current membership. The Union will update membership information as necessary. Except as otherwise provided for in this article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or its designee. Each bargaining unit member utilizing the City deduction from the pay for the remittance of sums to the Union shall provide the City an authorization form. The form shall include an agreement by the bargaining unit member to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purposes of providing the deduction service.

**Section 2. Deduction Submission.** Such sums deducted from a bargaining unit member's pay, accompanied by a list of bargaining unit members from whose pay they have

been deducted and the amount deducted shall be forwarded to F.O.P/O.L.C., 222 East Town Street, Columbus, Ohio 43215-4611 within the month such collection is made.

**Section 3. Refunds/Deduction Errors.** In the event that a refund is due any bargaining unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union. The City shall not be liable for any remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for a bargaining unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the bargaining unit member or Union.

**Section 4. Indemnification.** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

**Section 5. Fair Share Contribution.** In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Union by paying a fair share fee. The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association as provided in Section 2.

**Section 6. Union Business Leave.** The F.O.P. shall be entitled to thirty-five (35) hours of time off for Union business per calendar year, without loss of pay.

- (a) Representatives of F.O.P. shall be afforded reasonable time during regular duty hours for responsibilities with the City, including negotiations, processing grievances, meetings, and administration and enforcement of the Agreement, without loss of pay or Union time.
- (b) There shall be a maximum of two (2) bargaining unit members permitted off on Union time on any given shift.

#### **ARTICLE 4 - NO STRIKE/LOCK OUT**

**Section 1. Strike.** The Union and the bargaining unit employees pledge not to engage in any strike against the City of Alliance including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interferences with, or withholding of, services mandatory or discretionary job assignments; and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such

strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15 (C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

**Section 2. Job Action.** The Fraternal Order of Police/Ohio Labor Council agrees to actively seek stoppage of any type job action by a member or members of the bargaining unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

**Section 3. Lock Out.** The City agrees not to lock out any employee in the Fraternal Order of Police/Ohio Labor Council bargaining unit during the term of this Agreement.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 1.** Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights-express or inherent-to operate, manage, and direct the bargaining unit employees of Alliance, Ohio (herein sometimes referred to as "Department".) Such rights shall include, but not limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the City; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services, and programs of the City;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligibility lists;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which City operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations;

- (e) to maintain or increase the efficiency and/or effectiveness of City services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime;
- (f) to take any action deemed necessary to carry out the functions, services, and programs of the City in an emergency;
- (g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects including, but not limited to, those enumerated above-reserved to and retained by the City under this Article.

**Section 2. Reservation Of Rights.** The City specifically retains all of its rights contained in Section 4117.08 (c) (1)-(9) of the Ohio Revised Code, which are not listed above.

#### **ARTICLE 6 - SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08 (c) of the Revised Code or Article 5, Management Rights.

**Section 2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and shall meet with the Union to discuss the matter. The Employer may unilaterally implement such action after discussions have taken place. The Union may grieve the reasonableness of the Employer's decision.

## ARTICLE 7 - WORK RULES

**Section 1.** All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

**Section 2.** The Union recognizes that the Employer under this agreement has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 3.** At least seven (7) calendar days prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation. This seven (7) calendar day notice period will not apply to revisions or modifications to work rules, regulations, policies or procedures that involve an immediate health and safety issue which shall be effective upon notification to the union and the parties, if requested, will meet to discuss the matter as soon as practicable following the adjustment.

**Section 4.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

**Section 5. Mandatory Training.** It is specifically understood and agreed that the employees will cooperate with the rules and regulations as they relate to mandatory training. Employees who refuse mandatory training, or who leave mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

## ARTICLE 8 - DRUG/ALCOHOL SCREENING

- A. Drug screening tests may be given to employees to detect the use of illegal drugs or controlled chemical substances. Such testing may be done on a random basis for safety sensitive personnel and CDL holders and as part of reasonable suspicion testing for all employees. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- B. The bargaining unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.

- C. If both the screening and the confirmatory tests are positive, the City may require the bargaining unit member to participate in a rehabilitation or detoxification program which is covered by the bargaining unit member's health insurance program. A bargaining unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such bargaining unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the bargaining unit member is no longer using illegal drugs or abusing controlled substances, the bargaining unit member shall be returned to his position. Such bargaining unit member may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return. Any bargaining unit member in the above mentioned rehabilitation or detoxifications programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- D. If the bargaining unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such bargaining unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.
- E. For the purpose of this Article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a bargaining unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.
- F. For the purposes of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this Article. Except as otherwise provided by the state or federal law with regard to communicable diseases, or with the permission of the bargaining unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the bargaining unit member.
- G. If a bargaining unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the bargaining unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A bargaining unit member may use accrued vacation or holiday time during such leave. A bargaining unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A bargaining unit member shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The bargaining unit member's health insurance premiums will be paid during the leave of absence.

- H. Notification of Prescription Medications/Narcotics. All personnel operating motor vehicles in the course of their employment with the City, holding CDLs, or occupying safety sensitive positions are required to notify the applicable Department Head and Safety-Service Director when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Medical Review Office shall be a physician designated by the City and having expertise in occupational medicine.
- I. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.
- J. Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:
1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
  2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.
  3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.
  4. Occurrence of a serious or potentially serious accident that may have been caused by human error.
  5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.
  6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

- K. Post-Accident and Post-Injury Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and forty-eight (48) hours for drug testing. Any employee involved in an accident or injury shall remain in paid status and must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to immediately report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

- L. Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

- M. Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year. The cost of these random tests shall be paid by the City.

#### ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

In accordance with the purpose of this Agreement, which is to promote harmonious relationship between the City of Alliance and the Fraternal Order of Police/Ohio Labor Council, the City agrees to convene Labor Management Committee meetings upon the request of either Party's representative(s). The City's representative in regard to convening Labor Management meetings shall be the Director of Public Safety and Service (or Police Chief) and the Union's representative shall be the F.O.P./O.L.C. Staff Representative or the bargaining unit's steward. The Parties understand that such meetings are not bargaining sessions or grievance hearings. The City shall have the right to accept or reject suggestions made by the Labor Management Committee at the City's sole discretion. Where possible, the parties shall furnish each other with prospective issues to be discussed upon scheduling a Labor Management meeting.

## ARTICLE 10 - DISCIPLINARY ACTION

**Section 1.** The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2. Grounds for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or Rules of the Civil Service Commission, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 3. Progressive Discipline.** The Employer generally practices progressive discipline but reserves the right to determine the amount of discipline based upon the seriousness of the offense. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4. Predisciplinary Conference.** Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least forty-eight (48)

hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

**Section 5. Disciplinary Records/Appeals.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	eighteen (18) months
Suspensions, Fines, and Reductions	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future discipline.

**Section 6. Disciplinary Appeals.** Appeals of disciplinary action shall be submitted directly to the Safety-Service Director at Step 3 of the grievance procedure in accordance with the applicable time limitation for the filing of a Step 1 grievance. Disciplinary appeals not involving a loss in pay (meaning letters of instruction and cautioning and written reprimands) are subject to the grievance procedure, but are not eligible for arbitration. An employee may submit a letter of rebuttal which will be attached to the letter of instruction and cautioning or written reprimand.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement. The grievance procedure outlined is accepted by the Union as consistent with other non-sworn bargaining units in the City.

**Section 2. Group Grievances.** Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective

signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 3. Time Limits.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

**Section 4. Grievance Contents.** All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

**Section 5. Time limit Calculations.** The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

**Step 1- Supervisor:** Within seven (7) days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the supervisor, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The supervisor shall either respond to the grievance or schedule a meeting with management and representatives of the Union to discuss the grievance and respond in writing to the grievant within seven (7) days of receipt of the grievance.

**Step 2 – Police Chief:** A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police/designee within seven (7) days of receipt of the Step 1 answer or default rejection. The Chief/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the

grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

**Step 3 – Safety-Service Director.** A grievance unresolved at Step 2 may be submitted by the grievant to the Safety-Service Director//designee within seven (7) days of receipt of the Step 2 answer or default rejection. The Safety-Service Director//designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 3. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Safety/Service Director within thirty (30) calendar days of the date of the answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

**Section 7. Selection of Arbitrator.** Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split by the parties. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

**Section 8. Hearing And Decision.** The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and the arbitrator selected shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under its rule-making powers not inconsistent with the agreement.

3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.
4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The arbitrator shall be without authority to render any decision on the merits of a grievance that does not conform to the parties' negotiated grievance procedure. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. Furthermore, the decision of the arbitrator within the limits herein described shall be final and binding upon the City, the F.O.P./O.L.C. and the employees affected, subject to judicial review.

**Section 9. Arbitrability.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, the issue will be tried and decided first. If the matter is determined to be arbitrable, a new arbitrator will be selected from a new list as provided herein, to decide the merits of the grievance. However, where the grievance sought to be arbitrated has an immediate, actual, net value of less than \$3,500.00, exclusive of arbitration costs, the Employer may decline to proceed to arbitration. In such a situation the Employer's final step grievance response will control without establishing binding precedent or past practice.

**Section 10. Arbitration Expenses.** The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall

be split equally by the parties. However, expenses related to the calling of witnesses, attorneys fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed. Employee witnesses shall suffer no loss in straight time pay.

**Section 11. Arbitration Awards/Settlements.** Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

## **ARTICLE 12 - NONDISCRIMINATION**

**Section 1.** The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, age, military status, genetic information, or disability. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC) is filed, such grievance shall be tolled until the disposition of the external action.

**Section 2. Union Activity/Status.** The parties agree that there shall be no discrimination, restraint, or coercion against any employee due to his decision to join or participate in the union or refrain from joining or engaging in activities on behalf of the Union. The Union is required to represent all employees in the Police Department who are members of the bargaining unit fairly and equitably, regardless of their membership, or non-membership, in the Union.

**Section 3. Gender Neutral.** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

## **ARTICLE 13 – SENIORITY, AND PROBATIONARY PERIOD**

**Section 1. Definition.** Department seniority is the total uninterrupted continued service of a bargaining unit member from the date of hire with the Alliance Police Department.

**Section 2. Continuous Service (Seniority).** The following situations shall not constitute a break in continuous service (seniority):

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of two (2) years duration.

**Section 3. Personal Leave.** Any bargaining unit member who believes he or she has a justifiable reason may apply for a personal leave of absence, with the approval of the Chief or Director of Public Safety and Service, not to exceed one (1) year. Such leaves shall be granted for good cause if the bargaining unit member's absence will not adversely affect efficient operation of the Police Department. However, no benefits shall accrue to the bargaining unit member while on such a leave for personal reasons.

**Section 4. Breaks in Continuous Service.** With the exception of any special circumstances referenced in Section 2 of this article, the following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

**Section 5. Probationary Period.** There shall be a probationary period of ninety (90) days for newly hired full-time Police Clerical employees. This ninety (90) day probationary period may be extended by mutual agreement of the parties for an additional thirty (30) days. The Union agrees with the right of the City to discharge and/or discipline an employee during his or her probationary period and that probationary employees have no recourse to the grievance procedure pursuant to Article 11 in the event of discipline or discharge. The exclusion from Article 11, Grievance and Arbitration Procedure shall not apply if the proposed discipline and/or discharge is for Union activity.

#### **ARTICLE 14 - FAMILY AND MEDIAL LEAVE ACT**

Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law (i.e., Family and Medical Leave Act [FMLA]). Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA, shall run concurrent with the employee's entitlement to leave under the Act.

#### **ARTICLE 15 - LUNCH/BARGAINING UNIT WORK**

**Section 1. Lunch.** Employees shall be permitted a one (1) hour lunch break per shift. Due to the nature of the Employer's operations, employees may be interrupted or prevented from

taking lunch breaks. If a lunch break is interrupted by the Employer the employee shall be compensated at the appropriate rate of pay for the lunch break.

**Section 2. Meal Periods.** Such meal periods shall be scheduled and approved by the employee's supervisor.

**ARTICLE 16 - LEGAL FEES**

**Section 1.** Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to arbitration. Compliance will be subject to the statutory procedures.

**ARTICLE 17 - WAGES AND LONGEVITY**

**Section 1. Hourly Wages.** Effective January 1, 2015, Bargaining Unit employees' wage rate shall be as follows:

**ALLIANCE POLICE CLERICAL HOURLY WAGE SCALE**

Position	Level	Annual Hours	Effective 01/01/2015	Effective 01/01/2016	Effective 01/01/2017
			Wage +2%	Wage +1%	Wage +1%
Chief's Secretary	I	1,820	\$16.66	\$16.82	\$16.99
	II	1,820	\$15.92	\$16.08	\$16.24
	III	1,820	\$15.23	\$15.38	\$15.53
	IV	1,820	\$14.56	\$14.70	\$14.85
Records Clerk	I	1,820	\$16.66	\$16.82	\$16.99
	II	1,820	\$15.62	\$15.77	\$15.93
	III	1,820	\$14.96	\$15.11	\$15.26
	IV	1,820	\$14.30	\$14.44	\$14.59
	V	1,820	\$13.69	\$13.83	\$13.96
Clerk II	I	1,820	\$13.69	\$13.83	\$13.96
	II	1,820	\$13.11	\$13.24	\$13.37
	III	1,820	\$12.55	\$12.67	\$12.80

	IV	1,820	\$12.02	\$12.14	\$12.26
Property Room Clerk	I	1,820	\$16.66	\$16.82	\$16.99
	II	1,820	\$15.92	\$16.08	\$16.24
	III	1,820	\$15.23	\$15.38	\$15.54
	IV	1,820	\$14.55	\$14.70	\$14.84

**Section 2. Longevity.** For employees hired prior to January 1, 2015 the following longevity compensation shall be paid in the second pay in June and first pay in December of each contract year pursuant to the following schedule:

YEARS OF CONTINUOUS SERVICE COMPLETED	MONTHLY PAYMENT
Over 4 through 10 years	\$30.00
Over 10 through 15 years	\$70.00
Over 15 through 20 years	\$90.00
Over 20 years	\$110.00

The continuous service record of an eligible bargaining unit member shall be determined by computing the time spent in the employment of the City. Any bargaining unit member who has previous employment with a similar public agency shall be credited with his time spent in that employment. Similar public agency shall be defined as an agency in which the bargaining unit member's duties were similar to those of their position in the City of Alliance. The final interpretations of similarity shall be made, in his sole discretion, by the Chief of Police of the City of Alliance.

Employees hired after January 1, 2015, shall not be eligible for longevity payments.

**Section 3. Out Of Class Pay.** Bargaining unit members covered by this Agreement who are ordered to work in a higher classification must work in the higher classification for four (4) hours to receive the rate of pay of the higher classification. Upon attaining the four (4) hour minimum, the bargaining unit member shall receive compensation at the higher rate for all such time worked in that day in the higher classification.

#### ARTICLE 18 - HOURS OF WORK AND OVERTIME

The standard workweek for bargaining unit members shall be the current thirty-five (35) hour workweek.

**Section 1.** This article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week. The Employer, at its sole discretion, shall determine the need for overtime work. Nothing herein shall preclude the Employer from attempting to avoid the necessity for overtime.

**Section 2. Work Week/Schedule Defined.** Each employee's work schedule shall be determined by the Employer. The normal work week for full-time bargaining unit employees shall consist of thirty-five (35) hours of work during a seven (7) day period established by the Employer. Normally, bargaining unit members workdays are scheduled in seven (7) hour increments with a workweek consisting of five (5) consecutive work days. Such time does not include the established one (1) hour unpaid lunch period. The Employer shall have the ability to interrupt the lunch period and order employees to return to work if it determines that its operational needs so require.

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a command officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Director of Public Safety and Service in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Director of Public Safety and Service. Complete records of overtime of employees shall be maintained by the Department.

In the event of an opening due to a manpower shortage, both scheduled and non-scheduled openings shall be filled with regard to Departmental Seniority. This Section does not apply to emergencies or positions where a specific need or circumstance is known or specific case knowledge is required. The Employer will not apply this language in any arbitrary or capricious manner.

In the event that a bargaining unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the employee shall be paid for the time.

**Section 3. Overtime Rate Of Pay.** Each bargaining unit member who is required to work more than forty (40) hours in one week shall be paid at the rate determined by the following formula:

Hourly Rate x 1.5 = for all hours worked in excess of forty.

Overtime shall be computed on the basis of fifteen (15) minute increments. Except for sick leave, all hours paid shall be considered hours worked for purposes of computing overtime eligibility.

**Section 4. Call In Overtime.** When a bargaining unit member is called into work while off duty, he should be paid for a minimum of four (4) hours at the applicable rate. This provision does not apply for appearance in Court or training sessions.

**Section 5. Court Time.** Overtime will be paid for each appearance in court, grand jury, or pretrial conferences necessitated by the individual's performance of his duty. Two (2) hours of overtime will be the minimum allowance for each appearance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only to one "two-hour minimum allowance" if court appearances occur on the same day and in the same court, and if those multiple appearances take less than two (2) hours.

**Section 6. Travel Allowance.** A bargaining unit member shall be allowed the current rate paid to all City employees for the use of his automobile to attend any Court appearance, except in Alliance Municipal Court, or other City business, in addition to the overtime pay, provided he is not reimbursed at any other source for his attendance.

**Section 7. Training Overtime.** A minimum of two (2) hours of overtime will be paid for each mandatory training session attended by a bargaining unit member when they are not normally scheduled to work. In the event that a bargaining unit member is required to attend training sessions outside the member's normal work schedule, prior approval must be received from the Chief of Police, before the officer shall be paid overtime.

#### **ARTICLE 19 - PAID LEGAL HOLIDAYS**

**Section 1. Legal Holidays.** Bargaining unit employees shall receive seven (7) hours of holiday pay at their regular base rate of pay for the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Personal Holiday

**Section 2. Holiday Worked/Off Pay.** In addition to receiving holiday pay under Section 1, when a bargaining unit member is required to work on any "Paid Legal Holiday," he shall be paid at one and one-half (1.5) times his regular base rate for all hours worked on a holiday.

**Section 3. Holiday Leave.** When a bargaining unit member is scheduled to work but is granted holiday leave for a "Paid Legal Holiday," he will receive no additional compensation beyond that specified in Section 1. Such holiday leave will only be granted with prior approval of the shift commander.

**Section 4. Holiday Pay Requirements.** In order to be eligible to receive holiday pay under Section 1, the employee must work his last regularly scheduled shift before the recognized holiday and his first regularly scheduled shift following the recognized holiday.

## ARTICLE 20 - EDUCATION ALLOWANCE

**Section 1. Continuing Education.** Where there has been prior written approval by the Chief of Police, the City shall reimburse bargaining unit members, within thirty calendar days of grade submission, for all tuition, fees, and course mandated materials, including books, for job related continuing education programs. The determination of relatedness will be made by the Chief of Police within his sole discretion.

Reimbursement shall be made according to the following schedule:

REIMBURSEMENT SCHEDULE	City pays this percentage of tuition,
Bargaining unit member earns a	fees, and mandated expenses:
Letter grade or equivalent of:	
A	100%
B	85%
C	75%
Below C	0%

Reimbursement shall not exceed 3% of the bargaining unit member's annual base salary during any single calendar year.

## ARTICLE 21 - HEALTH INSURANCE BENEFITS

**Section 1. Health Club Benefit:** Bargaining Unit members may receive the cost of a Health Club Membership (not to exceed the cost of an Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the Bargaining Unit member does not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

**Section 2.** For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Contribution rates shall remain unchanged until January 1, 2016. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable plan

under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee-pursuant to the provisions of Section 5 herein.

**Section 3. Annual Wellness Screening Program.** Commencing in calendar year 2016, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%) for 2016. For 2016, the reduction is expressed in the formula contained in Section 5.

**Section 4. Tobacco Use Surcharge.** Commencing in calendar year 2016, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in Section 5. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

**Section 5. Cost Sharing.** Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective first payroll in August 2016, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

For those Employees Qualifying for Screening Reduction (2.5% reduction)

Monthly Maximum January 1, 2016	Employer Contribution	Monthly Minimum January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$409.33	Single	\$33.19	\$442.52
EE + Child(ren)	\$757.25	EE + Child(ren)	\$61.40	\$818.65
EE + Spouse	\$859.59	EE + Spouse	\$69.70	\$929.29
Family	\$1,330.31	Family	\$107.86	\$1,438.17

Base Contribution Without Surcharge or Incentive

Monthly Maximum January 1, 2016	Employer Contribution	Monthly Minimum January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$398.27	Single	\$44.25	\$442.52
EE + Child(ren)	\$736.79	EE + Child(ren)	\$81.87	\$818.65
EE + Spouse	\$836.36	EE + Spouse	\$92.93	\$929.29
Family	\$1,294.35	Family	\$143.82	\$1,438.17

For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)

Monthly Maximum January 1, 2016	Employer Contribution	Monthly Minimum January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$387.21	Single	\$55.32	\$442.52
EE + Child(ren)	\$716.32	EE + Child(ren)	\$102.33	\$818.65
EE + Spouse	\$813.13	EE + Spouse	\$116.16	\$929.29
Family	\$1,258.40	Family	\$179.77	\$1,438.17

For Tobacco Users Without Screening (5% surcharge)

Monthly Maximum January 1, 2016	Employer Contribution	Monthly Minimum January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$376.14	Single	\$66.38	\$442.52
EE + Child(ren)	\$695.85	EE + Child(ren)	\$122.80	\$818.65
EE + Spouse	\$789.90	EE + Spouse	\$139.39	\$929.29
Family	\$1,222.44	Family	\$215.73	\$1,438.17

Commencing in January 1, 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

**Section 6. Health Care Committee.** A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number

of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2014 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 5 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

**Section 7. Coverage Coordination.** If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

**Section 8. Spousal Coverage.** Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

**Section 9. Dental Insurance.** The City shall maintain, and pay the full premium for the current dental insurance package for bargaining unit members and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement.

**Section 10. Life Insurance.** The City will maintain and pay for the bargaining unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$25,000.00 at the Employer's cost.

**Section 11. Health and Safety.** The Labor Management Committee will represent the Fraternal Order of Police in connection with any compliance concerning the safety of the Bargaining Unit Members in unit. It is the intention of the parties that the Labor Management Committee will work with the command Dispatcher of the safety forces including the Police Chief to eliminate unsafe working conditions.

#### ARTICLE 22 - PENSION PICK-UP

**Section 1. City Payment.** The City shall "pick up" assume, and pay the full amount of the statutorily required contribution of the employees who are members of the P.E.R.S. This "pick-up" is and shall be in lieu of contributions to the P.E.R.S., and the extent thereof, each bargaining unit member's salary shall be reduced. This "pick-up" by the City of P.E.R.S. contribution shall be mandatory and no employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the P.E.R.S.

**Section 2. Non-Taxable Wages.** The parties hereto intend that this pension pick-up qualify under Section 414 (h)(2) of the Internal Revenue Code of 1954 so that the amounts contributed there under shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

#### ARTICLE 23 - VACATIONS

**Section 1. Amount.** It is the intent of the parties to prevail over R.C. 9.44. Employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of full-time service with the Employer as follows:

<u>Length of Full-Time Service</u>	<u>Vacation</u>
After completion of 1 year	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days
After completion of 15 years	25 days
After completion of 20 years	30 days

For bargaining unit members hired on or after January 1, 2015:

<u>Length of Full-time Service</u>	<u>Vacation</u>
After completion of 1 year	10 days
After completion of 6 years	15 days
After completion of 13 years	20 days
After completion of 20 years	25 days

An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with the applicable amount of vacation leave on his first anniversary of employment.

Vacation time may accumulate from one year to another up to a maximum of thirty (30) days. Vacation time accrued over the maximum amount shall be forfeited.

**Section 2. Pay For Unused Vacation Upon Termination.** A bargaining unit member who leaves the employ of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

**Section 3. Use For Sickness.** An employee may request to use vacation leave for any absence on account of sickness, injury or disability where the employee has exhausted his sick leave and injury leave (if applicable). The determination as to whether to grant such request is within the sole discretion of the Chief.

**Section 4. Seniority.** The Department shall keep records of vacation leave allowance and shall schedule vacation leave with particular regard to the seniority of employees but also to accord with operation requirements.

**Section 5. Regular Rate Of Pay.** During the vacation period herein provided for, the bargaining unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

**Section 6. Sale Of Unused Vacation.** After ten full years of service, a bargaining unit member may elect to be paid at regular rate for all but a *minimum of two (2) weeks (ten days)* of unused vacation each calendar year. The sale of vacation by bargaining unit members shall be subject to the availability of funds. Employees electing to sell back vacation shall do so by notifying the Chief by November 30 of the year preceding payment being made. Payment shall be made as soon as practical following the request being made. If, however, cash-out is denied, an employee will be permitted to carry over vacation under section 1 so as to not forfeit time.

**Section 7. Restriction Of Amount.** No bargaining unit member will be granted, in a calendar year, more than the eligible amount of accrual of vacation set out in Section 1, except when the bargaining unit member retires or terminates his service with the City.

**Section 8. Individual Vacation Days.** A bargaining unit member, upon request to the immediate supervisor, may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shifts operations.

**Section 9. Vacation Carryover.** An employee may carry over up to eighty (80) hours of vacation time to the following year, with the approval of the Chief or his designee, provided that circumstances throughout the year make such carryover necessary.

## ARTICLE 24 - SICK LEAVE

**Section 1. Definition And Rate.** Each full time bargaining unit member shall earn sick leave at a rate of 0.0575 hours for each completed hour of service, up to 104 hours annually. Bargaining unit members may use sick leave upon approval of the Employer for absence due to:

- A. Illness, injury, diagnosed stress, exposure to contagious disease which could be communicated to other employees,
- B. illness in the bargaining unit member's immediate family, i.e. spouse, children, parents, stepchildren living in the home, mother-in-law or father-in-law;
- C. Examination of the employee or immediate family member where reasonably necessary, including medical psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours.

In an emergency, the shift commander may give approval, subject to approval of the Chief of Police, for sick leave for other family members.

**Section 2. Reporting.** When an employee is unable to report to work due to illness or injury, he shall notify his superior, when practicable, of such absence and the reason therefore at least two (2) hours before the start of his/her work shift each day he/she is to be absent. Whenever possible, earlier notification is recommended for notification of replacement or substitutes.

All unauthorized and unreported absences shall be considered absence without leave and deduction pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.

**Section 3. Documentation.** Before an absence may be charged against accumulated sick leave, the bargaining unit member shall furnish to the Employer a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required an acceptable certificate from a licensed medical practitioner may be required stating the nature of the illness to justify the use of sick leave. The Employer may require the employee to be examined by a physician designated by the Employer. Such examination shall be paid for by the Employer.

**Section 4. Abuse and Falsification.** Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Notwithstanding any of the foregoing, if a bargaining unit member has three or more incidents of absence in any sixty (60) day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

**Section 5. Employer Required Examinations.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's

expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

**Section 6. Accumulation/Minimum Usage.** Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the bargaining unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any bargaining unit member who has been separated from the City service may be placed to his credit upon his re-employment in the City service, except where the employee has been paid for said sick leave.

**Section 7. Holiday Pay During Sick Leave.** Any employee who reports off sick on a scheduled holiday is denied holiday compensation and shall have said time off charged against accumulated sick leave.

**Section 8. Payment At Retirement.** Bargaining unit members who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for that portion of unused sick leave as follows:

- (a) For bargaining unit members hired prior to June 1, 2000 , all sick leave hours on credit up to a maximum of 960 hours. Additionally, twenty-five percent (25%) of all sick leave hours over 960 hours, up to a maximum of 600 hours (maximum of 150 additional hours paid). Under no circumstances will more than 1110 hours be paid.
- (b) Bargaining Unit members hired on or after June 1, 2000 shall be entitled to a maximum of 960 hours or one-fourth of all sick leave on credit, whichever is less.

Said lump sum payment shall be calculated on the basis of the bargaining unit member's base hourly rate multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the effective date of retirement, provided that the bargaining unit member has given the City six (6) months advance notice of the date of retirement.

**Section 9. Perfect Attendance Bonus.** Bargaining unit members shall be granted seven (7) hours of compensation in pay, for every three (3) months prior perfect attendance. Injury on duty, death in immediate family, the Family and Medical Leave Act, or previously scheduled vacation or personal leave shall not be considered as a break in the three (3) month period. Any pattern of unexcused absences incurred within one month of earning perfect attendance bonus may result in disciplinary action.

**Section 10. Personal Leave.** Bargaining unit members shall receive up to fourteen (14) hours of sick leave as personal leave within a calendar year. Except for emergencies or when the Chief of Police or Director of Public Safety and Service waives such requirement, forty-eight (48) hours' notice shall be given for personal leave request. A personal leave request form must be submitted to Management within said time limit. Paid Legal Holidays shall be excluded from use as personal paid leave.

**Section 11. Death/Elective Surgery.** The death of a Bargaining Unit member shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.

Any sick leave taken for elective surgery or any sick leave improperly used in the three-month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable under paragraphs (a) and (b) above upon retirement.

**Section 12. Lump Sum Restricted.** Any Bargaining Unit member who has retired and received the lump sum payment for unused sick leave shall not, upon re-employment by the City, again be eligible for the lump sum payment therein provided.

#### **ARTICLE 25 - BEREAVEMENT LEAVE**

**Section 1. Definition.** Each bargaining unit member shall be entitled to a maximum of four (4) days Bereavement Leave for a death occurring to any of the following members of the bargaining unit member's family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of spouse. Each bargaining unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or uncle.

**Section 2. Regular Working Days.** Four (4) days off for Bereavement Leave shall be paid if the bargaining unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the employee's accumulated sick leave.

**Section 3. Additional Leave.** The four (4) days Bereavement Leave is to be expandable by arrangement with the Chief of Police when four (4) days are not sufficient for the bargaining unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the bargaining unit member agrees to provide the Chief of Police with the information sufficient for him to make a judgment concerning the need for such extended Bereavement Leave. If the death in the immediate family required the bargaining unit member to travel more than four hundred (400) miles, either the Chief of Police or the Director of Public Safety and Service may, at the request of the bargaining unit member, allow up to two (2) additional work days as Bereavement Leave.

## ARTICLE 26 - RESIDENCY

Those bargaining unit members must maintain their residence consistent with applicable statute.

## ARTICLE 27 - INCOMPATIBLE EMPLOYMENT

No bargaining unit member shall engage in an occupation or outside activity which is incompatible with his employment for the City. A bargaining unit member engaged in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and nature of such activity in writing, and the Chief of Police shall determine whether or not such activity is compatible with City employment.

## ARTICLE 28 - HEADINGS

It is agreed that the use of headings before Articles or Sections is for the convenience of the parties only and that no heading shall be used in the interpretation of any Article or Section.

## ARTICLE 29 - PERSONNEL FILES

**Section 1. Personnel Files.** Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll records, as well as those records maintained as personnel file records, excluded from access and the definition of public records are internal investigation files.

**Section 2. Employee Review.** Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any bargaining unit member involved in a grievance or disciplinary matter shall have access to any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member, provided that such does not contain any content that is demeaning toward other personnel, the administration, or members of the public.

**Section 3. Disciplinary Entries.** All entries of a disciplinary nature shall be maintained solely in the appropriate personnel file. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

**Section 4. Civilian Review(s).** When a personnel file has been requested, by anyone, the City will inform the bargaining unit member as soon as practicable after a request has been made. If such exists, the City will provide the member with any paperwork related to the request.

### ARTICLE 30 - SEPARABILITY

Section 1. This Agreement is subject to the law of the State of Ohio, with respect to the power, rights, duties and obligation of the City, the Union, and the employees in the bargaining unit; and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decrees no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. In the event that an article and/or section of this Agreement is found to be invalid as provided for in Section 1, the parties agree to meet within fourteen (14) days of a request by either party for the purposes of discussing a mutually agreeable alternative replacement provision.

### ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall be effective for the period from January 1, 2015 through December 31, 2017 and shall continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other and upon the State Employment Relations Board not less than sixty (60) days prior to the expiration date.

### SIDE LETTER #1 - LUMP SUM PAYMENT

Within thirty (30) days of the execution of this Agreement, all bargaining unit members employed as of the ratification date of the Agreement shall receive a lump sum payment of seven hundred fifty dollars (\$750.00).

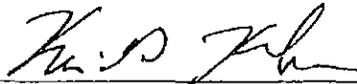
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**For the City of Alliance**

  
\_\_\_\_\_  
Dr. Alan Andreani, Mayor

  
\_\_\_\_\_  
Michael Dreger, Safety/Service Director

  
\_\_\_\_\_  
Kevin Knowles, Auditor

  
\_\_\_\_\_  
Matthew B. Baker, Labor Consultant  
Clemans, Nelson & Associates, Inc.

**For Fraternal Order of Police,  
Ohio Labor Council Inc.**

  
\_\_\_\_\_  
Charles Wilson  
FOP/OLC Senior Staff Representative

  
\_\_\_\_\_  
Sheila Strawser  
Negotiation Team Member

  
\_\_\_\_\_  
Christine Walborn  
Negotiation Team Member