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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Independence, hereinafter referred to as the City and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC.

ARTICLE 2

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the City now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees, of the City to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens and taxpayers of the City; 4) To avoid interruption or interference with the efficient operation of the City's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

RECOGNITION

3.01 The FOP/OLC is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment for all Head Office Clerk/Dispatchers and Office Clerk/Dispatchers, excluding all part-time, seasonal, temporary and probationary employees. The City will not recognize for the term of this Agreement any other union or association of employees as the representative for Head Office Clerk/Dispatchers and Office Clerk/Dispatchers within such classifications and holding the position of Head Office Clerk/Dispatcher and Office Clerk/Dispatcher. The term employee as used in this agreement shall mean any employee of the City of Independence who holds the classification of Head Office Clerk/Dispatcher and Office Clerk/Dispatcher.

ARTICLE 4

GENDER AND PLURAL

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

ARTICLE 5

HEADINGS

5.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 6

NON-DISCRIMINATION

6.01 The City and the FOP/OLC agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or political affiliation.

6.02 The FOP/OLC expressly agrees that membership in the FOP/OLC is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 7

MANAGEMENT RIGHTS

7.01 Any and all rights concerned with the management of the Independence Police Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;

- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the workforce;
- (g) Determine the overall mission of the City as a unit of government;
- (h) Effectively manage the workforce;
- (i) Take actions to carry out the mission of the City as a governmental unit.

#### ARTICLE 8

#### AGENCY SHOP

8.01 All employees as defined in Section 3 of this Agreement, shall either (1) maintain their membership in the FOP/OLC, (2) become members of the FOP/OLC, or (3) be required to pay a fair share fee to the FOP/OLC as a condition of continued employment in accordance with the terms of Ohio Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the City shall deduct such fee in the manner set forth in Article 9 of this Agreement.

#### ARTICLE 9

#### DUES DEDUCTION

9.01 During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the FOP/OLC and the regular monthly FOP/OLC dues from wages of those employees within the bargaining unit upon receipt from the FOP/OLC of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

- (a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP/OLC from time to time in accordance with its Constitution and Bylaws. The FOP/OLC shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 9.1 above.

- (b) An employee shall have the right to revoke such authorization by giving written notice to the City and the FOP/OLC during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Ohio Revised Code Section 41 17.09(C).
- (c) The City's obligation to make dues deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.
- (d) The FOP/OLC hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the FOP/OLC shall indemnify the City for any such liabilities or damages that may arise.
- (e) All members of the bargaining unit shall either become dues paying members of the FOP/OLC or remit a fair share fee to the FOP/OLC upon completion of ninety (90) calendar days of employment in the bargaining unit.

9.02 The City agrees to remit deducted dues and fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc. at such address as set by the FOP/OLC from time to time, on a monthly basis.

## ARTICLE 10

### ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the FOP/OLC to leave a normal work assignment while acting in the capacity of representative. The FOP/OLC recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present.

10.02 One (1) designated member of the bargaining unit shall be granted two (2) days of uncompensated leave annually to represent the bargaining unit as a delegate at the Labor Council Annual Conference. The representative shall notify the City thirty (30) days prior to the use of Representative Leave and said leave shall not be unreasonably denied. Although leave shall not be compensated by the City, no deduction of Vacation, Holiday, or Sick Time shall be required. Use of Vacation, Holidays, or Regular Days Off may be taken for Representation Leave at the employee's request.

ARTICLE 11

NO STRIKE

11.01 The City and the FOP/OLC agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

11.02 The FOP/OLC and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the City.

11.03 The FOP/OLC and its officers and/or stewards shall at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the no-strike clause.

In the event of a violation of the no-strike clause, the FOP/OLC and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved by the FOP/OLC. The FOP/OLC and its officers and/or stewards shall advise the employees to return to work immediately.

11.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 12

EMPLOYEE RIGHTS

12.01 An employee may request the presence and advice of an FOP/OLC representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

12.02 An employee who is to be questioned as a suspect in any investigation of a felony criminal charge against him shall be advised of his constitutional rights before any questioning starts.

12.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions will be the basis of a new charge.

12.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time will be provided for rest periods and attendance to physical necessities.

12.05 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

12.06 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Revised Code.

Written reprimands and written records of verbal reprimands that are more than two (2) years old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance or arbitration hearing.

ARTICLE 13

DISCIPLINARY PROCEDURES

- 13.01 Disciplinary action taken by the City shall be for just cause.
- 13.02 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.
- 13.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Police Chief or his designee and may have a Union representative present if the non-probationary employee so requests.
- 13.04 In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 2 of the Grievance procedure contained in Article 14 of this Agreement. Such Step 2 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the FOP/OLC which tend to impair or weaken the Grievance Procedure are improper.
- 14.02 A grievance is a dispute or difference between the City and the FOP/OLC, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1: An employee who has a grievance must submit it in writing to the Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and the position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the Steward. The Chief shall give his answer within five (5) calendar days after receipt of the grievance. The Chief's answer shall be given to the grievant or the FOP/OLC.

Step 2: If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP/OLC within twenty (20) days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his FOP/OLC representative within thirty (30) days from the date of the meeting.

Step 3: In the event a grievance is unresolved after Step 2, then within thirty (30) days after the rendering of decision at Step 2, the grievant may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties shall within this thirty (30) day period, in the absence of such mutual agreement, request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall meet/and or discuss the selection of a single arbitrator by striking from such list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the Union striking first and alternating first strike hereinafter.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the FMCS.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

14.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the FOP/OLC, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the FOP/OLC to the next level.

14.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

14.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP/OLC, as long as the Adjustment, if any, is not inconsistent with the terms of the Agreement. A representative of the FOP/OLC shall have the opportunity to be present at such adjustment.

14.06 The FOP/OLC shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the FOP/OLC has presented the City with written certification of that person's selection.

ARTICLE 15

SENIORITY

15.01 Seniority is the total service of an employee with the Police Department of the City of Independence. Only full-time employment shall be computed toward seniority.

15.02 In matters concerning the consideration of two (2) or more employees among the full-time employees on a comparative basis for vacation selection only, said selection shall be awarded on the basis of seniority, should all other factors in the consideration process be equal.

15.03 The probationary status of employees shall be from the date hired as a regular, full-time employee, and shall include all of the formal departmental training time (four (4) months) plus one (1) year of active duty.

ARTICLE 16

LAYOFFS

16.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

16.02 Whenever there is a reduction in the work force of the employees, part-time employees shall be the first laid off. Layoffs from that point on shall be on the basis of seniority, first hired, last laid off. Recall from a layoff list shall be made of those full-time employees last laid off, first recalled. Recall lists shall remain in effect for two (2) years after layoff.

ARTICLE 17

BULLETIN BOARD

17.01 There shall be established and maintained for the duration of this agreement an FOP/OLC Bulletin Board in the police station. The FOP/OLC Bulletin Board shall be enclosed and locked. Representatives of the FOP/OLC shall retain keys to the bulletin board and only those representatives shall be authorized to post material of interest to FOP/OLC members on same. Bulletin boards will be provided by the City.

17.02 There shall be no posting of material which is scurrilous or defamatory to any other officer, official or employee of the City.

ARTICLE 18

HOURS OF WORK

18.01 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is a management right.

ARTICLE 19

OVERTIME

19.01 For any hours over and above the regular forty (40) hours in a one (1) week period, employees covered by this Agreement shall be compensated at the one and one-half (1½) times the regular hourly rate.

19.02 Whenever approved by the Chief, employees appearing in court on behalf of the City during non-scheduled work time shall be paid a minimum of four (4) hours and may be paid at the normal overtime rate if such hours otherwise qualify as overtime as defined in Section 1 hereof.

19.03 Any full-time employee in an off duty status who is ordered to report for work and so reports shall be paid a minimum of four (4) hours or actual time worked, whichever is greater. Such time shall be paid at the normal overtime rate if it otherwise complies with the requirements of Article 19.01 hereof. When an employee is called into work on a time other than scheduled time, e.g. an emergency or extraordinary circumstance, that employee shall be entitled to a minimum of four (4) hours show up time. However the City reserves the right to require the employee to remain for the duration of the four (4) hours notwithstanding that the reason for the call is less than four (4) hours. Staff meetings and training sessions are exempt from this provision and employees called in for training or staff meetings shall receive a minimum of two (2) hours, however the Employer shall not have the right to require the employee to remain for the duration of the two (2) hours should the training or staff meeting be less than two (2) hours.

19.04 Overtime is to be computed in fifteen (15) minute increments.

19.05 For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked, excluding holidays and vacation shall be excluded from the computation of overtime.

19.06 Bargaining unit members may elect to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1½) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and the Department of Labor Regulations and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of this Agreement. If an employee desires to cash in compensatory time, the employee must notify the Chief in writing no later than December 1<sup>st</sup> of each year. Scheduling of compensatory time off shall be subject to the approval of the Chief or his designee.

ARTICLE 20

VACATIONS

20.01 Vacation eligibility shall be determined as of January 1<sup>st</sup> for that calendar year. On January 1<sup>st</sup> employees will be credited for vacation hours based on the completion of the years of service that employees will attain during the calendar year:

For employees hired prior to January 1, 2013, the following vacation schedule shall apply:

1 <sup>st</sup> FULL YEAR	40 HOURS
2 <sup>nd</sup> TO 4 <sup>th</sup> FULL YEAR	80 HOURS
5 <sup>th</sup> TO 9 <sup>th</sup> FULL YEAR	120 HOURS
10 <sup>th</sup> TO 19 <sup>th</sup> FULL YEAR	160 HOURS
20 <sup>th</sup> FULL YEAR AND ABOVE	200 HOURS
30 <sup>th</sup> FULL YEAR AND ABOVE	240 HOURS

For employees hired on or after January 1, 2013 the following vacation schedule shall apply:

<u>Date of Hire (1st partial year)</u>	<u>Pro-Rata share of full months of service Prior to December 31<sup>st</sup></u>
1 <sup>st</sup> FULL YEAR	40 HOURS
2 <sup>nd</sup> FULL YEAR	60 HOURS
3 <sup>rd</sup> TO 7 <sup>th</sup> FULL YEAR	80 HOURS
8 <sup>th</sup> TO 12 <sup>th</sup> FULL YEAR	120 HOURS
13 <sup>th</sup> TO 17 <sup>th</sup> FULL YEAR	140 HOURS
18 <sup>th</sup> TO 24 <sup>th</sup> FULL YEAR	160 HOURS
25 <sup>th</sup> FULL YEAR AND ABOVE	200 HOURS

20.02 Employees must schedule and take their vacation during the calendar year for which their eligibility is determined on January 1<sup>st</sup>. Unused vacation hours shall not be carried over to the next calendar year. At the sole discretion of the City, employees may be compensated for such unused vacation hours in accordance with the provisions set forth in Article 22 hereof, and when so approved unused vacation days shall be paid at the employee's regular hourly rate.

Any employee who quits, is terminated, laid off, dies, retires or in any way separates his/her employment with the City shall be entitled to the pro-rata share of credited but unused vacation hours on the basis of full months of service in the calendar year when the separation from service occurs.

20.03 Vacation time shall be taken at a time approved of by the Chief.

20.04 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

20.05 Any employee who has accumulated time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who is employed by the City of Independence shall not be credited for such prior public service time for the purpose of determining the level of vacation benefits which she is entitled to receive from the City.

## ARTICLE 21

## HOLIDAYS

21.01 Every employee shall be entitled to a day off with regular pay for the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day Memorial  
Day Independence Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day Employee's  
Birthday

If an employee separates his employment during the calendar year, all holiday time for those holidays not yet occurring at the time of separation of employment shall be returned to the City through crediting any time banks or through automatic payroll deduction.

21.02 At the discretion and with the approval of the Police Chief or his designee, each employee may annually take one (1) personal day off, as a holiday, with regular pay if the Police Chief or his designee finds that the absence of the employee will not impair minimum manning standards nor impose overtime or other additional costs upon the City, and that the services of the employee are not otherwise required. The Police Chief or his designee shall exercise such discretion in good faith, and such approval shall not unreasonably be withheld.

21.03 Should a full-time employee be required to work on Thanksgiving Day, the Friday after Thanksgiving, Memorial Day, Independence Day, Labor Day, Christmas Day or New Year's Day, then that employee will be compensated at one and one-half (1½) times their normal rate of pay. Compensation for unused holidays shall be paid only upon the approval of the Police Chief, and in accordance with the provisions set forth in Article 22.

21.04 There shall be no pyramiding of premium pays or hours.

## ARTICLE 22 UNUSED VACATION DAYS AND HOLIDAYS

22.01 Compensation for unused vacation days and holidays when authorized pursuant to Section 2 of Articles 20 and 21 and not to exceed forty (40) hours, shall be paid only once a year and only after the approval by the Police Chief. If the Police Chief has approved compensation for unused vacation days and holidays for employees under his jurisdiction, the Police Chief shall submit a list of said employees, and the number of days of pay involved for each employee to the Finance Director by December 31<sup>st</sup> of each year. Payment shall be made by the Finance Director during January of the following year.

## ARTICLE 23 FAMILY MEDICAL LEAVE

23.01

- A. Employees who qualify for FMLA leave must utilize all available paid leave, except eighty (80) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation, and/or holiday time), before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave allowed.
- B. For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA leave is first utilized.

ARTICLE 24

SICK LEAVE

- 24.01 Every employee shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked, (maximum 120 hours per year.) Employees shall be allowed the same compensation on sick leave as if actually employed. Sick leave for paternity purposes shall not be used in excess of forty (40) hours per birth and shall not be deducted from sick leave.
- 24.02 The sick leave herein provided for shall apply to scheduled work time only.
- 24.03 The sick leave herein provided for shall be cumulative without limit.  
"Cumulative" means the accumulation of all unused sick leave for any number of years.
- 24.04 Employees, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, shall be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum accrual of nine-hundred sixty (960) hours or a total of three-hundred twenty (320) hours. The dollar value of a sick day shall be based on (a) employee's annual salary at time of retirement and (b) a work year of fifty-two (52) weeks and forty (40) hours per week. For this calculation, paid vacation days and holidays are considered work hours. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.
- 24.05 No continuous sick leave in excess of two (2) tours of duty shall be allowed except upon certificate of a licensed physician to be filed with the Chief. The certificate shall state the nature of illness and the probable length thereof. Additional certificates may be required by the Chief for prolonged illnesses.
- 24.06 Sick leave shall be granted for absences from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose serious illness requires the care of such employee. Immediate family shall mean the father, mother, sister, brother, wife, husband, or children related either by blood or marriage to the employee and who are residing with the employee.
- 24.07 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his work shift each day he is to be absent.

24.08 An employee who transfers from this department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

24.09 Employees hired by the City of Independence who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the State, shall not be credited with such accumulated sick leave when hired by the City.

24.10 Sick leave incentive shall be paid in accordance with these guidelines. If an employee does not utilize any of his sick leave within the two (2) three month periods of January 1st through March 31<sup>st</sup> and April 1<sup>st</sup> through June 30th he shall be paid a bonus of three hundred seventy-five dollars (\$375.00) at the end of each three month pay period. The sick leave incentive shall be eliminated effective July 1, 2013 for a one-time payment of One Thousand Dollars (\$1,000.00) per employee to be paid as soon as practicable upon execution of this agreement.

## ARTICLE 25

### PAYMENT TO ESTATE UPON DEATH

25.01 The surviving spouse or the estate of any employee shall receive a cash payment for all regular pay, holiday pay, vacation pay and one-third (1/3) of the employee's accrued but unused sick leave up to a maximum accrual of nine hundred-and sixty (960) hours or a total of three-hundred twenty (320) hours upon the death of the employee.

ARTICLE 26

DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of her duties within the scope of her employment as a full-time employee of the City, if such disability prevents her from performing her duties, shall be paid her regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first forty (40) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than forty (40) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

26.02 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief or his designee before the last day of each week in which such disability occurred or continues, or more often, if requested to do so by the Chief or his designee, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time. In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination. All medical examinations shall be scheduled at mutually convenient times.

26.03 In the event an employee is dissatisfied with a determination of the Chief or his designee based on the City's medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE 27

LEAVE OF ABSENCE

27.01 Upon written request to the Mayor, a full-time employee of the City may be granted a leave of absence, without pay, for sickness and disability not covered pursuant to Articles 24 or 26 above or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article 30 hereof will not be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, nor shall the employee earn any seniority during said absence.

ARTICLE 28

JURY DUTY LEAVE

28.01 Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

ARTICLE 29

FUNERAL LEAVE

29.01 In the event of a death of an employee's spouse, child, stepchild, parent, brother, sister, grandchild, step-parent, grandparent, father-in-law, or mother-in-law, that employee shall be eligible to receive up to three (3) consecutive days of funeral leave with pay, one of which must be used to attend the funeral or memorial service in lieu of the funeral. In addition to this leave, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee shall be eligible to receive one (1) day of funeral leave with pay.

29.02 Attendance at the funeral or memorial service is a prerequisite to receive the funeral leave benefit. The paid time off must be on days the Employee was scheduled to work. Proof of attendance at the funeral or memorial service may be required. Funeral pay will be at the Employee's regular hourly rate of pay.

29.03 The employee may request additional leave, which shall be deducted from accumulated sick leave credit.

ARTICLE 30

LIFE INSURANCE

30.01 The City shall provide all employees with a life insurance policy with a face value of twenty-five thousand (\$25,000.00) dollars and payment will be subject to the terms and conditions set forth in the policy.

ARTICLE 31

HOSPITALIZATION INSURANCE

31.01 The City will provide on behalf of each full-time employee and his family the medical/hospitalization, drug, dental and vision coverage, or comparable coverage.

Due to the voluminous nature of the captioned plan designs, they are hereby incorporated by reference. It is understood that the fully printed current versions and other versions as may be recommended by the city-wide joint medical/hospitalization committee and approved by Council and the Union's membership during the term of this Agreement will be on file with the City's Human Resources Director, each of the Unions Local Presidents, and Associates, and their General Counsel and/or Representatives.

31.02 A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining representatives from other city departments and one (1) representative from Council shall be formed. The duties and other details related to the function of the committee shall be determined by the committee with the assistance of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to promote cost containment and minimize contributions by employees.

31.03 Employee contributions for calendar year 2016 are contained in Appendix A. If the City-wide joint medical/hospitalization committee recommends revisions and said revisions are approved by Council and the Union's membership during the term of the agreement, Appendix A shall so be revised. For the term of this Agreement, if the City wide joint medical/hospitalization committee is unsuccessful in accomplishing its goals, fails to make recommendations or makes recommendations that are not approved or accepted by the Union's membership or by City Council, the Union and the City shall revert to the normal negotiation process.

Employee contributions/costs shall be paid through automatic payroll deductions.

(The parties agree that this provision is contingent upon all City employees contributing equally to their health insurance, and should any City employee not be required to contribute to their health insurance than the employees covered under this Agreement shall be relieved of their obligation to contribute as well).

ARTICLE 32

LIABILITY INSURANCE AND/OR INDEMNIFICATION

32.01 The City shall comply with the provisions of Sections 2744.07 and/or 2744.08 of the Ohio Revised Code.

## ARTICLE 33

COMPENSATION SCHEDULE

33.01 The compensation schedule showing employee's hourly rates of pay shall be as follows:

Office Clerk/Dispatcher	Effective 01/01/16 (+2.25%)	Effective 01/01/17 (+2%)	Effective 01/01/18 (+3%)
Start	\$15.05/hr.	\$15.35/hr.	\$15.81/hr.
After 12 months	16.50	16.83	17.33
After 24 months	18.08	18.45	19.00
After 36 months	20.47	20.87	21.50
After 48 months	22.21	22.65	23.32
After 60 months	23.98	24.45	25.18
After 72 months	26.06	26.58	27.37
Dispatcher	28.25	28.81	29.67

Note: Depending on prior experience and qualifications as determined by management, an employee may be hired at any of the above steps. Future annual progression steps will be based on the initial hiring step.

33.02 Emergency Medical Dispatch ("EMD") - Each bargaining unit member who is certified to perform E.M.D.A. shall be required to maintain their current certification, through training provided and paid for by the City.

33.04 Any employee who is assigned to train newly hired Dispatchers shall receive an additional twenty (\$20.00) dollars per day for each day of performing such training.

33.05 The Employer shall pay to each bargaining unit member a one-time signing bonus of two hundred fifty (\$250.00) dollars. This amount shall be payable within thirty (30) days following ratification of the Union membership and approval of City Council.

ARTICLE 34

LONGEVITY COMPENSATION

34.01 In addition to the amounts provided in Article 33 of this Agreement each eligible full-time employee shall receive the following sums as longevity compensation for their years of full-time service.

The following longevity schedule shall be in effect for all full-time regular employees hired prior to January 1, 2013:

<u>Years</u>	<u>Annual Payment</u>
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20	\$2,375.00

34.02 Longevity increases shall be determined and granted in the first pay period of the month following the employee's employment anniversary date.

34.03 Longevity shall be paid each pay period.

34.04 Employees hired on or after January 1, 2013 shall not be eligible for longevity compensation.

ARTICLE 35

ATTENDANCE AT ASSIGNED TRAINING  
SCHOOLS, SESSIONS OR SEMINARS

35.01 Employees requesting permission to attend any school, training session or seminar shall submit a written request to the Police Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Police Chief, and he shall make the final determination and communicate it to the employee.

35.02 If the Police Chief deems it necessary, he may require an employee to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

35.03 Attendance at any school, training session or seminar, pertinent to departmental matters, shall be compensated at the regular straight time hourly rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day. Such hours shall be considered as hours worked for overtime computation purposes.

35.04 Any employee required by the Police Chief to remain over night to receive training, shall receive an allowance for meals of forty (\$40.00) dollars maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Police Chief.

35.05 If any employee is permitted or required to use his personal automobile for City Business, he shall be reimbursed at the rate of twenty-six (\$0.26) cents per mile. The Police Chief shall approve all such requests.

ARTICLE 36

EDUCATION INCENTIVE

36.01 Employees shall be reimbursed by the City for tuition and books when they pursue and produce proof of successful completion of courses in Criminal Justice, provided the Police Chief has first approved their attending school and taking courses in Criminal Justice.

ARTICLE 37

UNIFORM ALLOWANCE AND MAINTENANCE

37.01 All newly hired employees shall be provided the following items as approved by the Chief of Police:

1. 4 pair of pants and 2 skirts or 6 pair of pants
2. 4 long sleeve blouses with flag/patches/etc.
3. 4 short sleeve blouses with flag/patches/etc.
4. 1 Sweater
5. 1 belt
6. 1 I.D. Emblem
7. 1 pair black shoes
8. 2 ties
9. Blazer

If said appointee leaves the employment of the City within six (6) months, she is to reimburse the City and/or return items, if appropriate.

Substitutions of the above items may be required for gender as approved by the Police Chief or his designee.

37.02 Employees shall be entitled to an annual uniform and maintenance allowance of seven hundred dollars (\$700.00).

37.03 Employees who terminate for any reason shall have the annual amounts contained in Article 37.02 prorated.

ARTICLE 38

SPECIAL SERVICES

38.01 Family swimming pool passes provided by the City to all full-time employees.

ARTICLE 39

LUNCH RELIEF

39.01 Each full-time employee shall be entitled to one (1) thirty (30) minute lunch break during a normal eight (8) hour work period or two (2) thirty-five (35) minute breaks of which one will include a lunch break during a twelve (12) hour work period. The scheduling of such lunch break shall be at the OIC's discretion and shall be away from regular duties and the work station.

ARTICLE 40

HEALTH AND SAFETY

40.01 The City agrees to furnish and maintain in safe working condition all tools, facilities, supplies, and equipment required to safely carry out the duties of each full-time employee.

40.02 Each full-time employee is responsible for immediately reporting any unsafe condition or practice to their immediate supervisor.

40.03 Any reported unsafe condition or practice which is not corrected shall be eligible for filing under the grievance procedure.

40.04 The FOP/OLC and the employees covered by this Agreement agree to maintain all tools, facilities, supplies and equipment in a safe hygienic manner and further agree that such obligations include on-the-job personal safety, health and hygiene.

ARTICLE 41

CONFORMITY TO LAW

41.01 The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State and local laws, along with any applicable Rules and Regulations as is provided in Ohio Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future Law or rule or regulation shall not affect the validity of the surviving portions.

41.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable such legislation or decision shall not affect the validity of the surviving portions of this Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 42

SAVINGS CLAUSE

42.01 In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the FOP/OLC will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 43

CURRENT PRACTICES

43.01 All conditions and provisions beneficial to the City and all full-time employees which are now in effect which are not specifically provided for or altered by the Agreement shall remain in effect during the duration of this Agreement unless after meeting and conferring with the Union, the City of Independence specifically alters or eliminates any particular practice.

43.02 This Agreement supersedes all existing and previous agreements, rules, regulations and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the City and the FOP/OLC have mutually agreed to continue said agreements, rules, regulations or customs. This provision shall not affect laws and ordinances covered by Ohio Revised Code Section 4117.10.

ARTICLE 44

DURATION OF AGREEMENT

44.01 This Agreement shall remain in full force and effect January 1, 2016 and shall remain in full force and effect until December 31, 2018.

44.02 Negotiations on the provisions of this Agreement shall begin no later than forty-five (45) days prior to December 31, 2018.

ARTICLE 45

COPIES OF AGREEMENT

45.01 The City will print copies of this Agreement at City expense and will provide one (1) copy to each full-time employee in the bargaining unit.

ARTICLE 46

LABOR/MANAGEMENT MEETINGS

46.01 With the intent of maintaining the highest standards of safety and professionalism within the Independence Police Department, labor management meetings may be held at least twice each contract year to discuss issues which either the City or the members of the bargaining unit wish to raise.

46.02 Labor management meetings may be scheduled within ten (10) working days of a request by either the City or the bargaining unit members, but not later than thirty (30) working days.

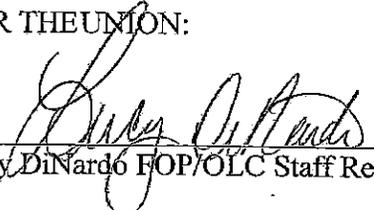
46.03 Neither the City nor the FOP/OLC has an obligation to act upon any recommendations made at the labor management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of the City and the FOP/OLC.

ARTICLE 47

EXECUTION

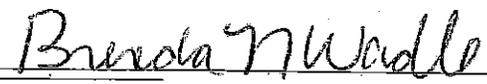
47.01 IN WITNESS WHEREOF, the parties hereto have caused agreement to be duly executed this 18<sup>th</sup> day of March, 2016.

FOR THE UNION:

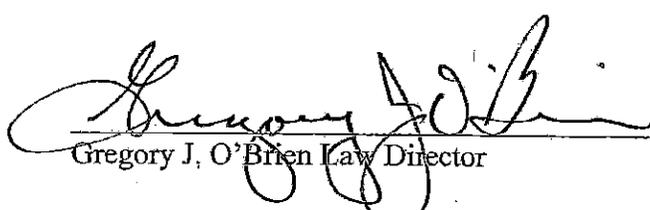
  
\_\_\_\_\_  
Lucy DiNardo FOP/OLC Staff Representative

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Mayor Anthony Togliatti

  
\_\_\_\_\_

Approved as to legal form and correctness:

  
\_\_\_\_\_  
Gregory J. O'Brien Law Director

Date: \_\_\_\_\_

**APPENDIX A**  
**LETTER OF UNDERSTANDING**

Beginning January 1, 2016, the medical insurance will be administered through Medical Mutual.

The City and Union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2016:

<b>WITH WELLNESS EMPLOYEE CONTRIBUTIONS (6.0% of Premium)</b>	<b>PPO PLAN</b>		<b>HSA</b>	
	<b>SINGLE</b>	<b>FAMILY</b>	<b>SINGLE</b>	<b>FAMILY</b>
	\$18.00*	\$48.00*	\$18.00*	\$48.00*

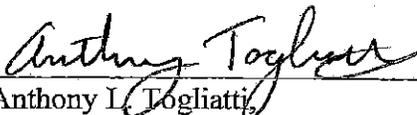
For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2016:

<b>NO WELLNESS EMPLOYEE CONTRIBUTIONS (15.0% of Premium)</b>	<b>PPO PLAN</b>		<b>HSA</b>	
	<b>SINGLE</b>	<b>FAMILY</b>	<b>SINGLE</b>	<b>FAMILY</b>
	\$47.00*	\$127.00*	\$47.00*	\$127.00*

\* NOTE: The employee contribution amounts above are per pay for 26 pays in the calendar year.

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City

  
\_\_\_\_\_  
Anthony I. Togliatti  
Mayor  
The City of Independence

For the Union

  
\_\_\_\_\_  
Lucy DiNardo,  
Union Representative  
FOP/OLC

## **APPENDIX B**

### **DRUG-FREE WORKPLACE POLICY**

**Policy Year: 2015**

**Supersedes All Previous Policies**

#### **I. STATEMENT OF POLICY**

The City of Independence is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any City of Independence employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. To accomplish the missions of the City's respective departments, a Drug-Free Workplace must exist. It is the intent of the City Of Independence to comply with all Federal and State laws and regulations that govern the establishment of a Drug-Free Workplace. Therefore, the City Of Independence has established the following Policy:

1. It is a violation of City Policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of City Policy for anyone to report to work under the influence of illegal drugs or alcohol-that is, with illegal drugs or alcohol in his/her body.
3. No employee shall possess, use or abuse controlled substances. No employee shall have on their person, in their vehicles (shall not apply to Police Officers engaging in their official duties), or stored in any manner on City property illegal drugs or unauthorized open container of alcoholic beverages. No employee shall exhibit evidence of the use of illegal drugs or the consumption of an alcoholic beverage about their person while in the performance of their duties.
4. No employee shall report to work having consumed any substance that may adversely affect his or her performance or safety or the safety of others.
5. It is a violation of City Policy for anyone to use prescription drugs illegally. (However, nothing in this Policy precludes the appropriate use of legally prescribed medication.)
6. Any employee violating this Policy is subject to disciplinary action up to and including termination. Possession of illegal controlled substances may result in criminal prosecution.

It is the responsibility of the City's Department Heads or Supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the Department Head's or Supervisor's job to diagnose personal problems, the Department Head or Supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who uses alcohol or other drugs in the workplace to seek help.

The goal of this Policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this Policy is to offer a helping hand to those who need it, while sending a clear message that the illegal drug use and alcohol abuse are incompatible with employment at the City of Independence.

As a condition of continuing employment, employees must abide by the terms of this Policy, and must notify the City of Independence in writing of any conviction or a violation of a criminal drug statute no later than five calendar days after such conviction.

At the time the City grants employment to any individual, the offer of employment shall be conditional. In addition to any other conditions that may be imposed upon the offer of employment, the offer of employment shall be conditioned upon the successful passage of a drug screen. Any applicant with a confirmed positive test result will be denied employment.

The City will provide drug and alcohol awareness information to all employees. This will include the Drug-Free Workplace Policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of local community resources through an employee assistance program.

The City of Independence has adopted testing practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continuing employment for all employees to submit to drug testing under the following circumstances.

- All City employees who hold a CDL or who work for the City in a safety-sensitive position will be subject to random drug testing.
- When there is reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs; and/or
- When employees are involved in on the job accidents where personal injury or damage to company property occurs or there is reasonable suspicion to believe that the employee is under the influence of alcohol or illegal drugs either due to the nature of the accident or otherwise; and/or
- As part of a follow-up program to treatment for alcohol or drug abuse.

The testing process for alcohol and drugs, including collection, laboratory analysis and medical review, shall meet all applicable Federal and State standards.

No employee shall refuse to submit to a medical examination or a drug/alcohol test or attempt to manipulate the testing process. A refusal to test will be considered a violation of this Policy and is subject to disciplinary action, up to and including termination.

**ACKNOWLEDGEMENT/CONSENT FORM**

Pursuant to The City of Independence's Drug-Free Workplace Policy, I agree to have a urine (or blood/hair if necessary) test to detect drugs and/or a breathalyzer test to detect alcohol. I agree that the results of this test may be released to The City of Independence. I understand that failure to sign this consent, failure to cooperate in the testing process, or a positive test result is violation of The City of Independence Drug-Free Workplace Policy, and The City of Independence may take such disciplinary or other measure which, in its sole discretion, it deems appropriate, one of which may be the immediate termination of my employment, without severance pay. I acknowledge that I have received a copy of The City of Independence's Drug-Free Workplace Policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness