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ARTICLE 1.01
PREAMBLE

This Agreement, entered into by the City of Vermilion, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code, to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 2.01
SEVERABILITY

- (a) This Agreement is subject to all applicable Federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.
- (b) Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 3.01
NEGOTIATING GENERAL DATA

- a) Location of Meetings. Meetings will be held on the premises of the Employer.
- b) Dates and Times of Meetings. Sessions will be scheduled by mutual agreement on an as-needed basis and will be normally for three (3) hours maximum duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.
- c) Bargaining Committee Makeup. The Union team will consist of no more than four (4) employee participants, plus legal counsel and one (1) Union Representative. Meetings will be scheduled during employees' off-duty time whenever possible. Upon mutual agreement, meetings of various employee classifications may be held separately.
- d) Data. All requests for data shall be in writing.

- e) Written Proposals/Materials. All written proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

- f) Agreements.
 - (1) Articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as a tentative agreement. When appropriate, sections of articles agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative agreement on that section pending tentative agreement on the complete article.
 - (2) It is understood that such tentative agreements are considered resolved and shall be binding on either party, until such time as the total agreement is reached on the entire Agreement.
 - (3) After final tentative agreement is reached on all articles, the Union Bargaining Committee will present the Agreement to their membership for ratification.
 - (4) Upon ratification by the Union and the City Council, the Bargaining Committees will meet within fifteen (15) days to execute the Agreement by affixing signatures of the parties:

- g) Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

- h) Meeting Arrangements. The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

- i) News Media. It is agreed that, during the negotiating period, neither party will issue a statement to the news media on an individual basis. If, in the normal conduct of negotiations, such press releases should become necessary, the contents must be mutually acceptable.

- j) Waiver. Sections of this article may be waived by mutual consent of both parties.

- k) Dispute Settlement Procedure.
 - (1) The parties agree to meet for a period of ninety (90) days, commencing October 1, in the year contract expires, for the purpose of negotiating a Collective Bargaining Agreement.
 - (2) The parties agree to follow the statutory dispute resolution procedures contained in Section 4117.14 of the Ohio Revised Code.

ARTICLE 4.01
UNION RECOGNITION

- (a) The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit described in the State Employment Relations Board's order of February 8, 1985, in Case No. 84-RC-05-1147 (Full-time Patrolmen), and the Board's order of August 24, 2001, in Case No. 00-REP-09-0208 (Full-time Sergeants), and the Board's order of August 15, 2013 in Case No. 13-REP-03-0040 (Full-time Dispatchers, including Dispatch Supervisor).
- (b) All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.
- (c) Notwithstanding the provisions of the Article, management, confidential, fiduciary, supervisory, casual, purpose is education or training, shall be excluded from the bargaining unit.

ARTICLE 5.01
MANAGEMENT RIGHTS

- (a) Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City and its Departments in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:
 - (1) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall or to reprimand, suspend, discharge, or discipline for just cause;
 - (2) To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
 - (3) To manage and determine the location, type and number of physical facilities, equipment, programs and the work services to be performed;
 - (4) To determine the goals, objectives, programs and services of the Departments and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
 - (5) To determine the size, composition and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, and to determine staffing patterns, including, but not limited to,

the assignment of employees, duties to be performed, qualifications required and areas worked. To establish, modify, consolidate or abolish jobs (or classifications) only after meeting and discussing the same with affected Union Representatives;

- (6) To reduce the work force due to the lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the Departments;
 - (7) To determine when a job vacancy exists, the standards of quality and performance to be maintained;
 - (8) To determine the necessity to schedule overtime and the amount required thereof;
 - (9) To maintain the security of records and other pertinent information;
 - (10) To determine the overall budget;
 - (11) To maintain and improve the efficiency and effectiveness of the Employer's operation; and
 - (12) To determine and implement necessary actions in emergency situations.
- (b) The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 6.01 **EMPLOYEE RIGHTS**

No non-probationary bargaining unit employee shall be deprived of a property right, through disciplinary action or otherwise, without being afforded due process pursuant to Article 38.01, Discipline.

Patrol Officer, Sergeants and Dispatchers' rights shall include:

- (a) Questioning of Officers, Sergeants or Dispatchers shall be for reasonable periods of time and at a time during or abutting normal work hours, except where emergency circumstances require otherwise.
- (b) The right to have advance notice of the nature of any investigation shall be provided to a Patrol Officer, Sergeant or Dispatcher prior to questioning when possible.

- (c) Officers, Sergeants or Dispatchers under investigation shall not be threatened, coerced, or intimidated.
- (d) The right to tape record investigator interviews. However, prior to taping investigatory interviews, pursuant to this article, the party intending to tape the interview shall notify the other party prior to beginning the tape and will provide a copy of such tape to the other party upon request.
- (e) The right to be advised when any adverse material is placed in one's personnel file, and to add a memo to clarify or rebut any adverse material.
- (f) The right to perform a polygraph and/or CVSA only with the consent of the officer, sergeant or dispatcher.
- (g) The right to request in writing that oral reprimands and written reprimands cease having force and effect eight (8) months after their effective date; records of suspension of three (3) days or less cease having force and effect twelve (12) months subsequent effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months subsequent to their effective date. This request shall be made to the Chief of Police or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. If request is denied, the Chief or his designee must provide in writing specific reasons supporting denial as well as outline the steps the employee must take to improve. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline. All discipline (oral reprimands, written reprimands and suspensions) will cease having force and effect twenty-four months after the effective date.

ARTICLE 7.01
UNION REPRESENTATION

- (a) Employees selected by the Union to act as Union Directors for the purpose of processing grievances under the grievance procedure, shall be known as Directors. There shall be one (1) Director and one (1) Alternate Director. The Alternate Director shall serve as Director only in the absence of the Director from work. At the time of his or her designation, a Director/Alternate shall have completed his or her probationary period and be employed in the work unit he or she represents.
- (b) The Employer agrees to admit one (1) non-employee Union Representative to the Employer's facility during the Employer's normal office business hours Monday through Friday, upon reasonable advance notice. Upon entering, such non-employee Union Representative shall identify himself or herself to the Employer or his designated representative.

(c) The Union shall notify the Employer, in writing, of the names of the Director and non-employee Representative before they will be recognized by the Employer. For the purpose of this article, appropriate Union Representative business is defined as:

- (1) Representation of a member at any step of the grievance;
- (2) Representation of a member at a disciplinary conference when requested by the affected employee. A "disciplinary conference" means a hearing before any superior officer wherein adverse official action is made a permanent part of the Employee's record of performance ranging from an official reprimand to dismissal, but shall not include other directive or critical meetings which are short of official action; and
- (3) Attendance at meetings between the Union and the Employer where their attendance is requested.

The Director/Alternate shall be permitted reasonable time off with pay to conduct appropriate Union Director's business as defined in this section during his or her working hours, provided prior authorization of his or her immediate supervisor is obtained.

(d) Rules governing the activity of the Union Director/Alternate are as follows:

- (1) The Director or alternate must obtain, in advance, authorization of his or her immediate supervisor before beginning Union activities. All parties shall consider the rigors of the work schedule, and while permission therefore will not be unreasonably withheld, likewise, it is understood that this is an occasional privilege which shall not be abused;
- (2) The Director or alternate shall identify the reason for the request at the time Union activity time is requested;
- (3) The Director or alternate shall not conduct Union activities in any work area without notifying the immediate Supervisor in charge of that area of the nature of the Union activity;
- (4) The Director or alternate shall cease Union activities immediately upon the reasonable order of the Supervisor of the area in which the Union activity is being conducted or upon the reasonable order of the Director's or alternate's Supervisor; and
- (5) Failure to comply with such order may result in disciplinary action if it is found that the Union Director or alternate is abusing the rules of this Section, and continued abuses may result in revocation of the privileges contained herein.

- (e) Any changes made in the Directors or alternate Directors shall be furnished to the Employer before being recognized by the Employer.

ARTICLE 8.01
DUES CHECK OFF

- (a) The Employer agrees to deduct Union membership dues fees and assessments in accordance with this article for any employee within the bargaining unit upon the successful completion of their individual probationary periods.
- (b) The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- (c) Upon execution of this Agreement, each non-probationary employee who is not a member of the Union shall be required as a condition of employment to pay the Union a Fair Share Fee to cover the employee's pro rata share of:
 - (1) The direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and
 - (2) The Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement.

Fair Share Fees shall be deducted and remitted during the same period as dues; provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Union and nonmembers shall be governed by Section 4117.09(C) of the Ohio Revised Code as it relates to fair share rights and duties. Any employee whose personal beliefs, teachings and tenets or religious principles preclude financial support of an employee organization may be exempted therefrom in accordance with Section 4117.09(C) of the Ohio Revised Code.

- (d) The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee

arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

- (e) The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:
 - (1) Termination of employment;
 - (2) Transfer to a job other than one covered by the bargaining unit;
 - (3) Layoff from work; and/or
 - (4) An unpaid leave of absence.
- (f) The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. The Union may waive its rights to dues deductions in hardship cases if written notification is first served upon the Finance Department.
- (g) The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- (h) The rate at which dues are to be deducted shall be certified to the Employer by the Union. One (1) month advance notice must be given to the Finance Department prior to making any changes in an individual's dues deductions.

ARTICLE 9.01 WORK RULES

The parties also adopt the Rules and Regulations Governing Department, Conduct and Procedures within the Vermilion Police Department as has been the past practice of the Chief of Police to issue and promulgate. The Chief shall make such rules available to all personnel together with Amendments thereto. He shall affix all amendments in a conspicuous place for thirty (30) days and have copies available for all personnel. None of such rules shall conflict with the terms of this Collective Bargaining Agreement, but shall govern day to day management and procedure within said Department, all personnel shall acquaint themselves of these rules and amendments thereto.

ARTICLE 10.01'
NO STRIKE -- NO LOCKOUT

- (a) The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:
 - (1) During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike or slowdown which affects the Employer or his operations; and
 - (2) Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "that such action is not sanctioned by the Union and that all employees should and have been advised to return to work immediately." The letter shall be signed by the highest ranking local Union officer.
- (b) In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate subsection (a) of this Article is subject to discipline or discharge by the Employer. Should disciplinary action be taken in accordance with the provisions of this Article, the only question which may be appealed is whether or not the employee(s) did participate in or promote such action.
- (c) During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated subsection (a) of this article.
- (d) Nothing in this article shall be construed to limit or abridge the Employer's and Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 11.01
NON-DISCRIMINATION

- (a) Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, color, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- (b) The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate,

interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

- (c) The Union agrees not to interfere with the rights of employees to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.
- (d) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 12.01 **GRIEVANCE PROCEDURE**

- (a) The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure is not to be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.
- (b) All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee 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 which is not submitted by the employee within the stipulated time limits may be considered resolved based upon management's last answer unless the employee is absent from the City of Vermilion, such as due to vacation, illness, etc., in which event, the employee's time limit to submit shall be tolled until the employee returns to his or her duties with the city. Any grievance not answered by management within the stipulated time limits may be considered resolved as requested by the grievant unless the management respondent is absent from the City of Vermilion, such as due to vacation, illness, etc. in which event management's time limit to respond shall be tolled until the respondent of management returns to his duties in the City. All time limits on grievances may be extended upon mutual written agreement of the parties.
- (c) It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate Union Director, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within ten (10) calendar days of the occurrence that gave rise to the grievance when the grieved issue is of a disciplinary nature or otherwise was able to reasonably be a matter of common knowledge to the grievant. Such ten (10) day period shall be tolled only if discovery of the issue was not reasonably available to the grievant. No issue arising prior to the date hereof shall be grieved. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date on which the Supervisor was presented the grievance. (See Appendix B).

Step 2. If the grievance is not resolved in Step 1, the employee with the appropriate Union Director, if the former desires shall reduce the grievance to writing and shall within ten (10) calendar days, refer the grievance to the Chief of Police at Step 2 of the grievance procedure. The Chief of Police shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his Representative. The Chief of Police shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date. (See Appendix C).

Step 3. If the grievance is not resolved in Step 2, the employee with the appropriate Union Director if the former desires, may refer the grievance to the Safety Director of the Mayor, if a Safety Director has not been appointed, within ten (10) calendar days after receiving the Step 2 reply. The Safety Director or Mayor shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union Director and Representative, if the former desires. The Mayor shall investigate and respond in writing to the grievant and/or appropriate Union Director and Representative within ten (10) calendar days following the meeting.

Step 4. Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to final and binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration with the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the Representative of the Union shall within ten (10) calendar days

following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Such arbitrators must be from Ohio and in the National Academy of Arbitrators. The parties shall select an arbitrator within ten (10) days calendar days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within 30 days after the arbitration or if applicable, 30 days after post hearing briefs are due. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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. 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 question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the

grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. Any cost involved in obtaining the list(s) of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally between the Employer and the Union.

Expenses of any witness shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

- (d) All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties and such grievance shall be served upon the other party in person or by certified mail by posting within the time limits herein prescribed. The receiving party will furnish grieving party a written receipt or acknowledgment of the grievance.
- (1) A grieved employee's name and signature;
 - (2) A grieved employee's classification;
 - (3) Date grievance was first discussed and name of Supervisor with whom the grievance was discussed;
 - (4) Date grievance was filed in writing;
 - (5) Date and time grievance occurred;
 - (6) The location where the grievance occurred;
 - (7) A description of the incidence giving rise to the grievance;
 - (8) Specific articles and sections of the Agreement violated;
 - (9) Desired remedy to resolve the grievance; and
 - (10) The same shall be in substantial conformity to "Appendix D" attached hereto.
- (e) A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be

selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

- (f) If disciplinary action is not initiated by the employee's immediate Supervisor, the grievance shall be presented to the higher Supervisor who initiated the disciplinary action. Provided, however, that copies of all such grievances and responses shall be filed with the immediate Supervisor so as to keep him informed.
- (g) The parties agree that no one (1) person shall be the decision maker in more than one (1) step and therefore the needless grievance step would become eliminated and the grievance proceeds on as if it were fulfilled.

ARTICLE 13.01 **LAY-OFFS**

- (a) As to layoffs, it shall be the policy of the City to layoff part-time personnel first as relates to police Patrol Officers and Dispatchers; however, for public safety reasons this may not always be able to be accomplished in each instance and the final decision will rest with management after meeting and discussing such issue with Union Representatives. If part-time work becomes available it shall be offered firstly to any and all laid off Patrol Officers and Dispatchers by use of a bonafide effort to contact laid off full-time personnel.
- (b) When it becomes necessary in the Vermilion Police Department, through lack of work or causes other than disciplinary reasons, to reduce the force in said Department, the youngest Patrol Officer employee in point of service shall be the first to be laid off.
- (c) In the event that a position in the Vermilion Police Department, above the rank of Patrol Officer, is abolished and the incumbent of such position had been permanently appointed thereto, he or she shall be reduced to the next lower rank in such Department, and the youngest officer in point of service in the next lower rank shall be reduced to the next lower rank and on down until the youngest officer in point of service has been reached, who shall be laid off.
- (d) The names of individuals holding permanent positions in the classified service, who have been laid off under the provisions of this Section, shall be placed by the commission on an appropriate "Layoff List" in order of their original appointment and for a period not to exceed one (1) year, shall be certified to all appointing authorities as in the case of original appointments. Whenever discontinued positions are reestablished or other cause for layoff is terminated and a request is made for certification for eligible, former employees of the Department who have been laid off and whose names appear on the "Layoff List," shall be the first to receive appointments.

ARTICLE 14.01
LABOR MANAGEMENT MEETINGS

- (a) In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable date and time, Representatives of the Employer shall meet with members of the Union and a Union Representative to discuss those matters addressed in subsection (b) of this article.
- (b) An agenda listing the items to be covered will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings. The Union shall also supply the names of those Union members who will be attending. The purpose of such meetings shall be to:
 - (1) Discuss the administration of this Agreement;
 - (2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
 - (3) Discuss the grievances which have not been processed beyond the final step of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
 - (4) Disseminate general information of interest to the parties;
 - (5) Discuss ways to increase productivity and improve efficiency;
 - (6) Give the Union Representatives the opportunity to share the views of their members on topics of interest to both parties; and
 - (7) Consider and discuss health and safety matters relating to employees.
- (c) If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.
- (d) Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 15.01
UNION REP. ATTENDING COUNCIL/OTHER MEETING

The Sergeants, Patrol Officers and Dispatch Union Director(s) (Negotiator, President, Director or his/her designate) will be allowed to attend City Council meetings of other city bodies, negotiation sessions, while on duty in uniform, when it has been determined by the Union that having a representative attend said meeting is in the concern and best interest of the Union. This is based on the understanding that said employee may have

to be called out from the meeting for work-related duties. The immediate supervisor (shift OIC) will have sole discretion to deny permission to attend a meeting when work-related duties make it impractical. Any denial of permission will be based on a reasonable and rational basis.

ARTICLE 16.01
ECONOMIC PACKAGE

It is understood that in arriving at an economic package for employees covered by this Agreement during the tenure of this Agreement that all past practices and customary procedures of the parties that have not been previously amended by this Agreement or as have not been amended by subsequent provisions hereof, shall remain in effect and are mutually adopted by the parties. It is the intention hereof to reaffirm all the ordinances, resolutions and enactments of City Council pertaining to the Police Department except as the terms of this Agreement amend or may be in conflict therewith. The parties agree that if the specific terms of this Agreement are conflicting with past legislation or past practices, then the provisions hereof shall preempt and prevail. During the term of this Agreement, the parties recognize that employees shall not lose or be diminished in economic benefits previously accorded to them save and except emergency measures reserved to management such as necessary layoffs, leaves of absence, decrease in staff or hours worked, etc. Utilizing such past enactments is made thereto during the duration of this Agreement.

OFFICER WAGES

	<u>2016 Wage (2.5%)</u>	<u>2017 WAGE (2.5%)</u>	<u>2018 Wage (2%)</u>
PROBATIONARY	20.165	20.669	21.082
3 RD CLASS (1 year)	22.676	23.243	23.708
2 ND CLASS (3 years)	24.452	25.063	25.564
1 ST CLASS (5 years)	26.489	27.151	27.694
SERGEANT	29.403	30.138	30.741

DISPATCHER WAGES

	<u>2016 Wage (2.5%)</u>	<u>2017 WAGE (2.5%)</u>	<u>2018 Wage (2%)</u>
PROBATIONARY	16.924	18.543	18.914
After 1 year	18.188	19.807	20.203
After 3 years	19.431	21.050	21.471
After 5 years	20.705	23.400	23.868
LEADS TAC	25.974	26.623	27.156

Sergeants shall be paid 11% more than the highest patrol officer wage.

Dispatch Supervisors shall be paid 11% more than the highest dispatcher wage.

The "after 7 years" step increase is eliminated from the Dispatch pay chart so that Officers and Dispatchers receive pay increases at the same intervals. Disp James and Disp Labis shall move to the "After 5 years" step on their hiring anniversaries in 2017.

As of January 1st, 2016, all new Full-time Dispatch hires will receive compensation and years of service increases based on the above Dispatcher Chart.

ARTICLE 17.01
COLLEGE INCENTIVE PAY AND TUITION REIMBURSEMENT

- (a) All full-time regular members of the Police Division who hold the rank of Third Class Patrol Officer or higher who are employed on or before December 31, 1995, will receive, in addition to all other compensation, an additional monthly sum computed as follows:

One dollar (\$1.00) multiplied by the number of completed quarter credit hours earned toward the awarding of a Police Science Degree up to and including 100 credit hours by an educational institution approved by the Mayor.

- (b) For all employees employed after January 1, 1996, educational aid shall be granted as follows:

(1) Upon proof of successful completion of a course leading to an associate degree in a relevant major at an accredited institution, a bargaining unit member's cost of tuition and the cost of acquired texts will be reimbursed by the Employer provided, however, that the Chief of Police or his designee must approve the course and the institution and provided further that the employee shall remain employed with the Employer for a minimum of three (3) years after completion of the course. If the employee does not remain employed with the Employer for a minimum of three (3) years after completion of the course, then the Employer shall deduct from the employee's final payroll check the amount which the Employer reimbursed the employee pursuant to this Article. If there are insufficient funds in the employee's final payroll check to cover the amount which the Employer reimbursed the employee pursuant to this Article, then the employee must pay the Employer the remainder of the reimbursement within thirty (30) days of separation from employment with the Employer.

(2) The employee must submit a letter of intent to the Chief or his designee thirty (30) days prior to enrolling in the course. The Chief or his designee shall notify the employee whether approval has been granted no later than ten (10) days after receiving the employee's letter of intent. The Chief or his designee shall not unreasonably withhold approval under this Article.

ARTICLE 18.01
LONGEVITY BENEFITS

- (a) Following four (4) years of full-time employment, regular full-time members of the Police Division shall be eligible to receive, in addition to their regular wage, a sum in the amount as indicated below. Each year thereafter, such members and employees shall be eligible to receive an additional one-half of one percent up to a maximum of twenty-five (25) years.
- (b) Longevity pay shall be paid to eligible employees once each year on the last regular pay in November. No longevity pay shall be paid for partial years of service; only full years of service shall count toward receiving longevity pay. Base pay for purposes of calculating longevity pay shall not include overtime.

Service	% Base Pay						
4 yrs	.5%	10 yrs	3.5%	16 yrs	6.5%	22 yrs	9.5%
5 yrs	1%	11 yrs	4%	17 yrs	7%	23 yrs	10%
6 yrs	1.5%	12 yrs	4.5%	18 yrs	7.5%	24 yrs	10.5%
7 yrs	2%	13 yrs	5%	19 yrs	8%	25 yrs	11%
8 yrs	2.5%	14 yrs	5.5%	20 yrs	8.5%		
9 yrs	3%	15 yrs	6%	21 yrs	9%		

ARTICLE 19.01
OIC PAY

Whenever it shall become necessary for a patrol officer to cover a full day's shift in the absence of any ranking officer as the officer in charge of the shift (to act as a Sergeant) he shall receive an additional one hour's straight time pay at his or her basic hourly rate per full shift day and for one-half day, he or she shall receive an additional one-half hour straight time pay.

ARTICLE 20.01
UNIFORM ALLOWANCE

- (a) All full-time regular police officers of the Police Division shall receive an allowance not to exceed one thousand dollars (\$1,000.00) which shall be paid upon the date of hire determined as of the date upon payroll and an allowance not to exceed eight hundred and twenty dollars (\$820.00) in 2016, eight hundred and forty dollars (\$840.00) in 2017, and eight hundred and eighty dollars (\$880.00) in 2018 and for each succeeding year, to be used for the purchase of uniforms. One-half of this annual allowance shall be paid with the first pay in April and October of each year.

- (b) Regular full-time uniformed Patrol Officers shall receive, in addition to all other compensation, four hundred dollars (\$400.00) per year for a uniform maintenance clothing allowance, payable semi-annually, on July 1 and December 1.
- (c) Full-time Dispatchers shall receive \$585 annually in uniform purchase & maintenance allowance, payable on the first pay in April. Initial uniform allowances shall be paid upon date of hire determined as of date upon payroll.
- (d) Provided each Patrol Officer has the supply of uniforms in good condition and fitting appearance as referred to in Departmental Procedure Manual, then he or she shall be permitted to allocate part or all of his or her uniform allowance toward the purchase of a Department approved firearm. The Police Chief may require proof of adequate uniform for any Patrol Officer.
- (e) After three (3) years of service all uniforms and equipment purchased shall become the property of the Employee.
- (f) If new equipment or additional wearing apparel to that now required is made mandatory by directive of the Chief of Police, the initial purchase thereof will be at the expense of the City. The Chief of Police shall specifically prescribe and identify the items of new apparel or equipment to be paid for to meet Department requirements.
- (g) Should the Safety Director require the wearing of ballistic vests or should an officer, absent the directive of the safety director, elect to wear a vest, the City then will provide up to eight hundred and fifty dollars (\$850.00) toward the purchase of ballistic vests that meet the standards as issued by the Chief of Police to each bargaining unit member not in possession of one. Thereafter, the City shall contribute eight hundred and fifty dollars (\$850.00) toward the replacement of a vest when the vest is five (5) years old if ballistic vests are required at the time. In the case of an officer electing to wear a vest and the City purchases a vest, then the officer shall wear the vest while on duty.
- (h) Any required uniform item and/or Department-approved accessory item damaged during action occurring in the line-of-duty will be replaced by the department. Only reasonable replacement value for standard style wristwatches and other jewelry items will be considered.

ARTICLE 21.01
CALL BACK AND OVERTIME PAY

- (a) The Department currently operates on a schedule of 12-hour shifts for full-time employees.

This schedule provides for regular work time of 80 hours in a two-week period. The work period shall commence at 7:00 p.m. Saturday of each work period and shall end at 6:59 p.m. of the second Saturday of the work period.

When a full-time employee is required to work beyond her/his regular schedule she/he shall be paid overtime compensation at one and one-half times her/his regular rate for hours worked beyond that schedule.

- (b) An employee who is called back to duty or attends court where such time does not abut his regularly scheduled shift shall be guaranteed two (2) hours or call back pay at time and one-half (1½) his or her base rate of pay. The Employer shall have the right to retain and require the employee to engage in productive work for the full two (2) hours.
- (c) Whenever a Sergeant or OIC calls in an officer or dispatcher he shall make a reasonable attempt to call in the employee in the following order: full-time officer or dispatcher, part-time officer or dispatcher.
- (d) When special details arise (juvenile patrol, warrant service, etc.) a reasonable attempt will be made to contact full-time officers before part-time officers are contacted. All full-time officers shall make their availability known to the scheduling officer.

ARTICLE 22.01 SHIFT TRADING

With the prior written approval of the Chief of Police or his designee, employees may be allowed to exchange shifts. Overtime shall not be incurred as the result of such exchange and hours of work shall be calculated as if the affected employees worked their regularly scheduled shifts. Any employee involved in a shift exchange who subsequently calls off work on the work day to be exchanged, shall be responsible for finding a timely replacement. Such replacement shall be considered and recorded as an additional shift exchange and shall not result in an overtime situation.

ARTICLE 23.01 ON-DUTY INJURY

- (a) A regular full-time employee who is injured while performing the duties of his or her position, whereby such injury makes it impossible for the employee to work, shall be paid his or her regular rate of pay during the time period he or she is unable to work, not to exceed seventy (70) work days, unless the City agrees to extent such time period beyond seventy (70) work days. However, no employee shall be eligible for injury leave unless and until the employee has completed and submitted a "Report of Injury" Form to the Safety Director within forty-eight (48) hours of the incident, if physically able or as soon as practical. The employee

must also cooperate in filing a claim for workers' compensation, medical coverage only.

Any employee who files a claim with workers' compensation for lost time wages shall not be eligible for injury leave as provided for in this article.

- (b) The Safety Director (or the Mayor if no Safety Director is appointed) shall be the sole judge in determining eligibility for payment in matters concerning on-duty injury.

ARTICLE 24.01
HOSPITALIZATION AND MEDICAL INSURANCE;
OPTICAL AND DENTAL CARE

24.01. Hospitalization and Medical Insurance. The Employer agrees to provide the eligible bargaining unit employees the hospitalization and medical insurance plans in accordance with Appendix E and will continue to provide such hospitalization and medical insurance unless modified in accordance with 24.03.

24.02. Prescriptions and Premium Cost. Notwithstanding the above and effective upon execution of the labor agreement, the Employer agrees to the following employee caps for a 30-day supply of retail prescription drugs: \$10.00 co-payment for generic prescriptions; \$20.00 co-payment for preferred prescriptions; \$35.00 co-payment for non-preferred prescriptions. The Employer further agrees to the following employee caps for a 90-day supply of mail-order prescription drugs: \$20.00 co-payment for generic prescriptions; \$40.00 co-payment for preferred prescriptions; \$70.00 co-payment for non-preferred prescriptions. **Beginning 1/1/2016, employees shall pay the full 8% of the monthly premium, not to exceed \$174.50 per month. Beginning 1/1/2017, employees shall pay 9% of the monthly premium, not to exceed \$172.90. Beginning 1/1/2018, employees shall pay 10% of the monthly premium, not to exceed \$190.**

24.03. Health Insurance Committee. Joint Health Care Committee

1. A Joint Health Care Committee ("Committee"), whose membership shall be comprised of representatives from employee organizations representing employees of the City, as well as representatives of the City, shall review the City's health care coverages costs, and/or employee contributions toward coverage for all City employees.
 - a. The Committee shall be comprised of six (6) voting members, two (2) representing OPBA, one (1) representing Laborers' International Union, Local 860, and three (3) representing the City (consisting of the Mayor, the Finance Director and a member of Council.

2. Regular minutes of all meetings of the Committee shall be kept and shared with all voting members of the Committee. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting.
3. All decisions of the Committee shall be achieved by consensus, i.e. all voting members agreeing on the decision, or at minimum, indicating that they can live with the decision.
4. Upon reasonable request, the Committee shall be provided with health insurance data, including enrollment levels, claims paid and other data that voting members of the Committee believe will facilitate the process of the Committee.
5. Responsibilities of the Committee include reviewing insurance coverages, plan benefits and costs, exploring program structures and additions or modifications thereto, examining utilization patterns, and looking for various cost containment options.
6. With prior written approval of the City, the Committee shall be authorized to utilize one consultant per year as it deems appropriate, the cost of which shall be borne by the City. The City's TPA may attend meetings upon request of the Committee.
7. Unless otherwise agreed upon by the Committee, the Committee shall meet quarterly and shall set the dates of all meetings at the beginning of each calendar year.
8. Between the dates of January 1st and October 1st of each year, the Committee shall develop an understanding of the medical benefits program, identify various options to lawfully reduce costs associated with the program, develop lawful strategies which, if implemented, are designed to reduce the costs within the program, and shall look at alternative funding and arrangements, other carriers and alternative plan designs and develop strategies for educating employees regarding employee benefits.
9. On or before October 15th, if consensus is reached by the Committee for lawful changes in health care coverage, costs, and/or employee contributions for implementation, then the Committee shall make recommendations to the City and the employee organizations.
10. **ANY EMPLOYEE(S) ATTENDING THE MEETINGS IN THE CAPACITY AS A OPBA REPRESENTATIVE(S) AS DETAILED IN ARTICLE 24.03 a.1 WILL BE PAID FOR THE MEETING.**

ARTICLE 25.01
HOSPITALIZATION EXTENSION

When a covered employee's health care and life insurance premium payments become due and his or her sick leave has expired, the City Council will consider extending such benefits by the City paying additional premiums in cases of extreme sickness or disability keeping in mind like extensions granted as a past practice. However, the parties agree that final discretion therefore shall rest with City Council.

ARTICLE 26.01
LIFE INSURANCE

The City will provide for the full-time Employee term life insurance in the amount of \$25,000.00.

ARTICLE 27.01
UNION LEAVE

Delegates appointed by the Union, not to exceed two (2) in number off duty at any one time, shall be granted time off with no loss of pay not to exceed a maximum total of seventy-two (72) hours in total, and not each, off duty per year, in order to perform their Union functions, including:

- (1) Attendance at conventions;
- (2) Attendance at conferences; and
- (3) Attendance at seminars.

ARTICLE 28.01
VACATIONS

- (a) All full-time employees shall receive paid vacation benefits on the following basis:
- Completion of 1 to end of 3 years = 80 hours
 - Completion of 3 to end of 8 years = 120 hours
 - Completion of 8 to end of 15 years = 160 hours
 - Completion of 15 years and up = 160 hours plus 8 hours per year completed service to a maximum of 240 hours.
- (b) In the Police Division, only vacation time which is unused in the year in which it is earned, due to the deployment of manpower requirements by supervising

authorities, may be carried forward to be utilized at any time during the next succeeding anniversary year, noting that vacation credit is accumulated yearly upon the anniversary date of employment, provided, however, that if accumulated vacation time is not utilized commencing the second year of its availability, such vacation credit shall be forfeited, and provided, further, that carry-over weeks shall be the first weeks utilized for vacation credit in a succeeding anniversary year.

- (c) At the option of the Full-Time Employee, the City will pay a cash conversion of up to forty (40) hours vacation leave on the first pay period following the Employee's anniversary date of employment. Each Employee shall notify the Finance Department at least two (2) weeks prior to his or her anniversary date of his or her election to convert up to forty (40) hours vacation leave into cash in lieu of such vacation leave. There shall be no carry-over into the next year of any such option to convert vacation time into cash. The Finance Department shall cause such cash conversion to be paid on the closest practicable succeeding pay period following the patrol officer's anniversary date.

ARTICLE 29.01 **HOLIDAYS**

All bargaining unit members shall be paid their regular rate of pay for ninety-six (96) holiday hours per year. The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Thanksgiving
½ day Good Friday	Veterans Day
Easter	½ day Christmas Eve
Memorial Day	Christmas Day
Independence Day	

All bargaining unit members that work during the following holidays shall also receive an additional payment at time and one-half (1½) for the hours worked during the calendar date of the holiday:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees who retire shall be eligible for all ninety-six (96) hours of holiday pay in the year of retirement. Employees entering the bargaining unit shall be entitled only to the holidays remaining in the year.

ARTICLE 30.01
FUNERAL OR PERSONAL LEAVE

- (a) In the event of the death of a regular full-time employee's spouse, child or parent, the employee shall be allowed a maximum of forty (40) hours leave with pay per occurrence.
- (b) In the event of the death of a regular full-time employee's sister, brother, mother-in-law, father-in-law, grandparent or any relative residing with the employee, the employee shall be allowed a maximum of twenty-four (24) hours leave with pay per occurrence..
- (c) If a regular full-time employee requires a personal leave day for the purpose of conducting personal business, such employee shall be allowed a maximum of twenty-four (24) hours leave with pay per fiscal year, noncumulative. All personal leave days shall be approved by the Chief of Police.

ARTICLE 31.01
SICK LEAVE

- (a) Each full-time employee shall be entitled, for each completed month of service, to sick leave of ten (10) hours. An employee may use sick leave, upon approval of the head of his or her department, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family. Unused sick leave shall be accumulated up to 2000 hours. Such employees may be required to furnish satisfactory proof, including a physician's certificate, to the effect that absence resulted from one of the causes enumerated in this section.

ARTICLE 32.01
SICK LEAVE CONVERSION

Upon retirement, all employees of the City shall receive payment based on the employee's rate of pay at retirement for one-half of the employee's accrued but unused sick leave, up to a maximum of 1000 hours.

ARTICLE 33.01
SICK LEAVE BUY-BACK

For each half-year where no sick leave is taken, upon the request of a bargaining unit member, the Employer shall buy back twenty (20) sick leave hours.

Section 33.02. Full-time employees approved for the above-described buy back will have their accumulated but unused sick leave balance reduced by the applicable amount of buy back.

ARTICLE 34.01
RETIREMENT PAY OUT OPTIONS

- (a) Any bargaining unit who has previously qualified for bonafide public service pension benefits under a State approved fund, such as the Public Employees Retirement System or the Police and Firemen's Disability and Pension Fund, etc., may, at the option of such employee, apply for and receive from the Finance Director a lump sum pay out of certain leave and cash conversion benefits as the same are authorized and earned pursuant to the provisions of this Agreement as of the date of such retirement. Such accrued benefits for which an employee may be eligible for cash conversion and/or lump sum pay out are:
- (1) Accrued sick leave conversion as regulated by this Agreement;
 - (2) Accrued vacation days as regulated by this Agreement;
 - (3) Accrued and unused holidays as regulated by this Agreement;
 - (4) Accrued and unused personal leave days as regulated by this Agreement;
and
 - (5) Pro-rated longevity pay as regulated by this Agreement.
- (b) Any and all accrued benefits eligible for cash conversion pay-out upon retirement shall be made available to the estate of the bargaining unit member in the event the active member died prior to his retirement.
- (c) The Finance Director shall make all calculations and decisions under this section. The same shall be appealable through the grievance procedures as set forth in this Agreement.

ARTICLE 35.01
PENSION PICK-UP BY CITY

- (a) Effective as of 12:01 a.m. on January 1, 1988, and subject to the provisions of subsection (d) hereof, the full amount of the statutorily required contribution to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund shall be withheld from the gross pay of each City employee who qualifies and contributes to P.E.R.S. of Ohio or the Police and Firemen's Disability and Pension Fund and shall be "picked up" (assumed and

paid to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund) by the City of Vermilion. This designated pick-up by the City of Vermilion, commencing as of January 1, 1988, is and shall be designated as public employee contributions and shall be in lieu of contributions to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund by each employee. No person subject to this pick-up shall have the option of choosing to receive the statutorily required contribution to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund directly instead of having it picked up by the City of Vermilion or of being excluded from the pick-up.

- (b) The City of Vermilion shall, in reporting and making remittance to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund, report that the public employee's contribution for each person subject to this designated pick-up has been made as provided by statute.
- (c) The designated pick-up by the City of Vermilion, as provided by this section, shall apply to all City employees who qualify for and contribute to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund.
- (d) If any employee herein is subject to a pick-up by the City of Vermilion of his or her statutorily required contribution to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund other than as provided by this Agreement, the pick-up provided in subsection (a) hereof shall apply only to an amount equal to the difference between the full amount of that person's statutorily required contribution to the Public Employees Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund and the amount which is picked-up by the City of Vermilion other than as provided by this Agreement.
- (e) The gross wage or salary of any persons subject to the designated pick-up provided by this Agreement shall not change as a result of this pick-up.
- (f) The Finance Director is hereby directed to implement the provisions of this article to affect the designated pick-up of the statutorily required contributions to the Public Employee Retirement System of Ohio or the Police and Firemen's Disability and Pension Fund for those employees established herein so as to enable them to obtain the resulting Federal and State deferments.

ARTICLE 36.01 **LEGAL DEFENSE**

- (a) The City hereby assumes responsibility for providing the legal defense of any claim or litigation against any duly appointed officer both individually and as such official officer or member, together with all employees of the City, whether full-time or part-time, alleged to have arisen out of any act or failure to act within the

scope of his or her regular official duties or under color of office of the City position of such official, officer or member, provided that such act or failure to act was not malicious, motivated for prival gain or totally extraneous to the functions of such position. Council hereby delegates to the Director of Law the duty and responsibility of making the final determination as to whether or not any action or circumstance pertaining to an elected or appointed officer has been conducted within the scope or under color of title of public office and in good faith.

- (b) Bargaining unit members, when acting in good faith, are hereby declared to be exempt from individual liability in exercising any of the duties, privileges and responsibilities of their title or position with the City.
- (c) The City shall hold any such bargaining unit member, whether full-time or part-time, harmless from any cost or liability arising out of the good faith performance of his or her official duties.
- (d) The Director of Law or a special counsel may be designated by Council to defend any bargaining unit member requiring defense under this section, as the attorney-at-law to defend any such action. Such special counsel may also be designated by enactment of Council in any case wherein the Director of Law is named a party defendant.

ARTICLE 37 **WORK RULES**

Section 37.01. Employer's Right to Promulgate. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operation including signs, services, programs, and business. Work rules shall not be applied in violation of the express terms of this Agreement.

Section 37.02. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures or other changes that materially affect the terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. Such negotiations shall be conducted in accordance with Section 4117.14 of the Ohio Revised Code, provided the notice to negotiate is filed within the seven (7) day notification requirement discussed above. However, the parties agree that the dispute resolution process shall end with fact-finding. Any fact-finding award issued shall be final and binding upon the parties.

Notwithstanding the previous paragraph, if the change is not a mandatory topic of bargaining under Chapter 4117 of the Ohio Revised Code, or in any case if the change

is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) calendar day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving his rights.

Section 37.03. Newly-written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance; provided the parties recognize that certain situations, for example, an emergency or state or federal directive, may require that the Employer implement a change immediately.

ARTICLE 38.01 DISCIPLINE

Section 38.01. Just Cause. A non-probationary employee shall not be disciplined except for just cause.

Section 38.02. Progressive Discipline. Discipline may include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension, working suspension or demotion
- D. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 38.03. Disciplinary Hearing. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations, with as much specificity as possible.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a union steward and/or non-employee OPBA Representative during such response. The above language shall not be construed to obligate the Employer to grant unreasonable delays for applicable meetings.

Section 38.04. Disciplinary Appeals. Disciplinary actions involving a termination, a non-probationary demotion, or a suspension of more than three (3) days may be appealed through the grievance procedure.

ARTICLE 39.01
WAIVER OF CIVIL SERVICE AND RELATED LAWS

This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace, including the provisions of Ohio Revised Code Chapter 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Vermilion. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE 40.01
WAIVER IN EMERGENCY

Section 40.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Vermilion, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all agreements relating to the assignment of employees.

Section 40.02. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 41.01
DIRECT DEPOSIT

Effective thirty (30) days after ratification the Employer shall pay bargaining unit members through direct deposit only. All bargaining unit members shall provide the City's Finance Director with the name of the bank and the routing and account numbers of the account to which the employee's paycheck is to be deposited.

ARTICLE 42.01
FITNESS BONUS

Section 1. A physical fitness test will be offered to all Officers. Participation in the physical fitness test will be strictly on a volunteer basis for all Officers.

Section 2. The physical fitness test shall consist of three (3) individual tests which will be given during the same day. To be eligible for the fitness incentive and pass the physical fitness test, an employee must pass all three tests. The passing standards are established as the physical fitness standards of OPOTA at the time of the testing. Additionally, if a bona fide, qualified, disabled Officer requests a reasonable

accommodation for the Officer's bona fide disability, an alternative test with a reasonable accommodation shall be designed and incorporated herein. Each employee shall receive a copy of their physical fitness results in writing at their request.

Section 3. The physical fitness test will offered two (2) times per year. To be eligible for incentive pay ("fitness bonus") the Officer must pass the physical fitness test one (1) time during the calendar year. Any Officer who takes the test and passes the required portions of the test will be paid a fitness bonus of \$250.00 in the first full pay period following the test. The City will determine who shall administer the test, the specific test dates, times and location which will be announced a minimum of fourteen (14) days in advance. Officers will be compensated for their time while performing the physical fitness test.

ARTICLE 43
CONTINUING EDUCATION BONUS FOR DISPATCHERS

Full-time Dispatchers shall receive payment of \$50 per credit hour for Continuing Education credits, up to a maximum of \$250 per fiscal year. Eligible courses are those not mandated or paid for by the Department. All courses must be approved in advance by the Chief of Police. Certificates of completion will be submitted to the Chief of Police as soon as possible. Payment for approved credits will be issued annually on the first pay of December.

ARTICLE 44
MISCELLANEOUS

Section 43.01. Consistent with the funds granted to the Police Department by City Council, the Police Department Administration states that it will, in good faith, endeavor to:

- A. Maintain a 7 : 1 Ratio on duty Officer to each Dispatcher;
- B. Schedule a second Dispatcher on Friday afternoon shift and possibly early Saturday;
- C. And add Dispatchers during events, i.e., WoollyBear Festival, Festival of Fish.

ARTICLE 45
DURATION

- (a) This Agreement shall be effective from January 1, 2016 and shall remain in full force and effect until December 31, 2018.
- (b) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby cancelled.
- (c) However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, each party hereto set its hand through its duly authorized representative to two duplicate copies hereof, each of which shall be deemed an original copy, this ____ day of _____, 2016.

For the City of Vermilion:

For the OPBA:



Mayor Eileen Bulan



Andrea Rocco, OPBA Attorney



Brian Keller, Finance Director



Sergeant



Kenneth S. Stumphauzer, Law Director



Patrol Officer



Dispatcher

APPENDIX A
AUTHORIZATION FOR REPRESENTATION
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

I, the undersigned, designate the Ohio Patrolmen's Benevolent Association as my duly authorized representative on all matters relating to my wages, hours and conditions of employment in order to promote and protect my economic welfare.

I hereby authorize my employer to check off and deduct from my payroll, an amount equal to dues, remitting directly to the Ohio Patrolmen's Benevolent Association.
___ YES ___ NO

(PLEASE PRINT)

Place of Employment _____

Name of Employee _____

Home Address _____

Phone _____ City _____ Zip Code _____

Classification _____

Department _____

Signature _____ Date _____

APPENDIX B
GRIEVANCE APPEAL FORM

STEP 1

Delivered by Official Grievance Committee Member to Officer in Charge:

Received by _____ Date _____

Officer in Charge Answer: _____

Officer in Charge Signature

Date

APPENDIX C
GRIEVANCE APPEAL FORM

STEP 2

Delivered by Official Grievance Committee Member to Police Chief:

Employee's Signature

Date _____

Received by _____

Date _____

Police Chief Answer: _____

Police Chief Signature

Date

APPENDIX D
CITY OF VERMILION & OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
GRIEVANCE APPEAL FORM

Name of Employee _____ Grievance No. _____

Classification _____

Date and Time Grievance Happened _____

Location of Happening _____

Date Presented _____

Date Grievance First Discussed and Name of Supervisor _____

Article(s) and Section(s) of the Agreement Violated _____

Statements of Facts _____

Relief Requested _____

EMPLOYEE'S SIGNATURE
(If group grievance - signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group.)

Official Grievance Committee Signatures

Received by Management

Date _____

Date _____