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AN AGREEMENT

BETWEEN

THE CITY OF LONDON

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DISPATCHERS

SERB CASE NO. 2015-MED-10-1085

Effective January 1, 2016

through

December 31, 2018

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PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is entered into between the City of London, Ohio (hereinafter "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter "OPBA" and/or "Union").

ARTICLE 1
PURPOSE

It is the intent and purpose of the parties to use their best efforts to serve the City of London and the public in general, to achieve better understanding, communications and cooperation between the City, the Union and its members, to assure the proper and uninterrupted safety of the citizens, and to promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among citizens of the City, the Union, the Employer and employees.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative in all matters pertaining to wages, hours, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for the employees of the City of London, Ohio, in the bargaining units as set forth in the certification issued by the State Employment Relations Board in SERB Case No. 92-REP-01-0012:

Included: All regular full-time public safety dispatchers.
Excluded: All other employees including the Chief of Police, patrol and command officers.

Section 2.2. The Employer and OPBA agree to negotiate with each other in good faith on all matters concerning wages, hours, fringe benefits and other terms and conditions of employment of said employees.

Section 2.3. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees hired.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. Unless specifically limited by this Agreement, the Employer shall have the exclusive right to:

1. 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 public Employer, standards of service, its overall budget, utilization of technology and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 3.2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and written provisions of this Agreement and/or Chapter 4117 of the Ohio Revised Code are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 4
ACCESS TO PREMISES

Section 4.1. Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours, consistent with applicable Police Department procedures, for the purpose of adjusting disputes, provided that this accommodation to the Union and the employee does not interfere with the provision of service to the public. The agents of the Union shall give notice to the Employer prior to entering the Employer's establishment.

ARTICLE 5
DUES DEDUCTION

Section 5.1. During the term of this Agreement, the Employer shall deduct initiation fees and the regular monthly OPBA dues from the wages of all employees in the bargaining unit.3

Section 5.2. The initiation fees or dues so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 5.3. The Employer shall deduct dues or initiation fees from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 5.4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5.5. 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; or 4) an unpaid leave of absence.

Section 5.6. The Employer shall not be obligated to make dues or initiation fee 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 OPBA dues or initiation fees.

Section 5.7. All members of the bargaining unit, as identified in Article 2 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Rev. Code §4117.09. It is agreed and understood that no employee shall be required to become a member of the Union. Effective sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the OPBA shall pay to the OPBA a Fair Share Fee. This does not require any employee to become a member of the OPBA nor shall the Fair Share Fee exceed dues paid by members of the OPBA who are in this Bargaining Unit. The OPBA shall prescribe an internal rebate procedure, which conforms to Federal Law and to Ohio Revised Code §4117.09(C). The Deduction of a Fair Share Fee from the payroll checks of employees and its payment to the OPBA is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by Ohio Revised Code §4117.09(C). No employee shall be required to become a member of the OPBA as a condition for securing or retaining employment.

Section 5.8. The OPBA agrees to hold the Employer harmless from all liabilities or damages, which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for such liabilities or damages that may arise.

ARTICLE 6
UNION REPRESENTATIVES

The Employer recognizes the right of the Union to select one Union Representative ("steward" or "director") and one alternate, and their authority shall be specified in this Agreement. The Union shall notify the Employer, in writing, of the representative.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. The Employer and the OPBA agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, disability/handicap, military status, genetic information or as otherwise required by law.

Section 7.2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 8
PROBATIONARY PERIOD

Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be twelve (12) months. Any absence from work beyond ten (10) consecutive work days shall extend the probationary period for an equivalent number of days.

A newly hired probationary employee may be terminated at any time within his probationary period and shall have no appeal through the grievance procedure. Upon successfully completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 9
LAYOFF AND RECALL

Section 9.1. In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union Representative and affected employees of the impending layoff.

Section 9.2. Affected employees shall receive notice of any layoff seven (7) calendar days prior to the effective date of the layoff.

Section 9.3. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority within the bargaining unit.

Section 9.4. Recall from layoff will be based upon seniority within the bargaining unit.
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Section 9.5. Notice of recall from layoff shall be sent to the employee by telegram, certified or registered mail, with a copy to the Union Representative.

Section 9.6. The employee recalled from layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work, and shall have fifteen (15) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 9.7. Before any full-time employee may be laid off, all part-time employees within the classification will be laid off first.

Section 9.8. The parties agree that appeals of layoffs may be pursued only through the grievance and arbitration procedure contained in this Agreement.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time as determined by the Chief and shall, upon request, receive a copy of any document(s) contained therein once a year without charge. Copying of one's personnel file more than once a year is subject to payment of reasonable copying charges. An employee shall be entitled to have a representative of his choice accompany him during such review. The employee shall be immediately provided with a copy of any document placed in his or her personnel file at the time that the item is placed by the City into the employee's personnel file.

Section 10.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file.

Section 10.3. Records of oral warnings shall cease to have force and effect nine (9) months from the date of issuance, and records of written warnings shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Such records of discipline shall be removed from the employees' personnel file.

In addition, any disciplinary matter overturned or modified on appeal shall be clearly marked with respect to disposition of the matter and a copy of the arbitrator's decision shall be maintained in the employee's personnel file.

ARTICLE 11
DISCIPLINE

Section 11.1. Discipline shall be administered only for "just cause." The City shall comply with principles of progressive discipline unless the infraction is egregious and requires greater initial discipline. When implementing discipline, the Employer shall take into account the nature of the offense, the employee's work record, prior discipline and all other relevant considerations.

Section 11.2. Where suspension, demotion, or discharge is contemplated by the City, the employee shall be given written notice of the offense with which he is charged. Upon written request, the employee shall be provided the opportunity to inspect and copy all documents, which bear upon the charge against him.

Section 11.3. Prior to the imposition of a dismissal, demotion or suspension, a predisciplinary conference will take place no earlier than twenty-four (24) hours from the time the employee is notified. If the employee desires the presence of an OPBA representative at the conference, the employee shall notify the Union Representative. When the nature of the offense is such that immediate disciplinary action is required, the City is not prohibited from taking immediate action by this provision.

Section 11.4. Employees have the right to presence and advice of an OPBA representative at all formal disciplinary hearings. The unavailability of a specified OPBA representative shall not cause delay in the conduct of such hearings.

Section 11.5. When the City has elected to pursue the filing of a criminal charge against an employee, the City will inform the employee of the nature of the expected charge and his right to counsel before conducting further questioning.

Section 11.6. The parties recognize that the grievance/arbitration procedures shall be the sole mechanism for appeal of all suspensions, reductions, and terminations and is intended to preempt R.C. 124.34 in that respect. Appeals of oral and written reprimands may be appealed through the grievance procedure but may not proceed to arbitration.

ARTICLE 12
BULLETIN BOARDS

The Employer agrees to furnish the Union bulletin board space within the Police Department to be used by the Union for the posting of notices and bulletins relating to official Union business. All items so posted will bear the signature of the Union Representative or an official of the Union. The location of said bulletin board space shall be designated by the Employer.

ARTICLE 13
SICK LEAVE

Section 13.1. Accrual. Sick leave for full-time employees begins to accrue from the first day of employment and may be used when necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status.

Section 13.2. Rate. Employees shall accrue sick leave at the rate of 4.6 hours per eighty (80) hours worked with a maximum accrual of 4.6 hours per pay period

Section 13.3. Verification/Approved Uses.

(a) Sick leave may be used for:

(i) incapacitating illnesses or injury of the employee;

(ii) contagious diseases; or

(iii) medical or dental appointments not to exceed four (4) hours unless excused by written permission of physician or dentist indicating that treatment rendered required employee to take off longer period; or

(iv) illness or injury of a member of the employee's immediate family requiring the personal care and attention of the employee, for a period of time as is necessary for the completion of long term arrangement. For purposes of this Article, immediate family is defined as: spouse, son, daughter, father, mother and/or legal guardian. Employees may request approval of such leave in connection with illness or injury of other family members, said request to be considered by the City at its discretion on a case-by-basis.

(b) Sick leave absences in excess of three (3) consecutive work days must be supported by the employee with a written statement from his doctor. The Appointing Authority may require similar statements for shorter periods of sick leave absence consistent with attendance rules, which may be adopted by the Employer.

(c) If the Chief of Police has reasonable cause to believe that an employee is mentally or physically unable to perform his required duties, he may require the employee to take an examination to determine his physical or mental capacity to perform his required duties, which exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam. If the examination determines that the employee is unable to perform his required duties or that his condition jeopardizes his or others health and safety, the employee may be placed on sick leave.

(d) If the employee disagrees with the results of a psychiatric or medical examination ordered by the Employer, under this subsection (c, he may, at his own expense, obtain an examination and opinion from his personal physician and if the results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and the two (2) physician's reports and render the final decision which shall be binding on both parties. The expense of the third physician shall be equally divided between the employee and the Employer.

Section 13.4. Reporting Requirement. Employees are required to notify their immediate supervisor or other designated persons as soon as the need for the absence is recognized, but in no case less than two (2) hours prior to their reporting time on the first day of absence, unless emergency conditions make such reporting impossible.

Section 13.5. Conversion. After ten (10) years of service with the City, upon the retirement of an employee from active service with the City and with a state-supported retirement system, unused accrued sick leave will be paid at the rate of twenty-five percent (25%) up to a maximum payment of one hundred fifty (150) days paid leave.

After twenty-five (25) years of service with the City, upon the retirement of an employee from active service with the City and with a state-supported retirement system, unused accrued sick leave will be paid at the rate of fifty (50%) up to a maximum payment of one hundred fifty (150) days paid sick leave.

If an employee dies, other than in the line of duty, while still employed by the city, the City shall pay fifty percent (50%) of his unused, accrued sick leave, up to a maximum of one hundred twenty (120) days' pay to his estate.

If an employee is killed in the line of duty, the City shall pay one hundred percent (100%) of his unused accrued sick leave to his established beneficiary and then if none, to his estate.

Section 13.6. Administrative Transfer to Vacation Leave. Employees who remain absent on approve sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to comp time, personal days and then vacation leave unless they request otherwise, provided that their return to work is anticipated.

Section 13.7. An employee who accumulates 1,120 hours or more of sick leave as of November 1, may, at his option, voluntarily reduce his accumulated sick leave balance by one hundred twenty (120) hours and receive therefore payment equal to forty (40) hours pay at his current hourly rate. Such a conversion may occur only once each calendar year, provided that a request for such conversion is submitted to the City by November 1. No such payment shall be made to an employee who has been dismissed for cause.

Section 13.8. An Employee who does not use any sick leave in the contract year, other than sick leave that is utilized for an approved condition under the FMLA, in the contract year, may at the beginning of the following contract year, reduce his accumulated sick time by 10%. This conversion may occur once per year, and the request must be received -within the month of January, to be paid in February. The employee is to be compensated one (1) hour pay for each hour, reduced as the previous year's rate. In the event that both 13.7 & 13.8 conversions are available to an employee, and they choose to use both, Section 13.8 conversion will be determined first, then 13.7.

ARTICLE 14
HOLIDAYS

Section 14.1. The following holidays shall be observed by the City of London for employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Employees not scheduled to work on these holidays shall receive eight (8) hours pay at their regular hourly rate.

An employee must work their last scheduled work day before and first scheduled work day after the holiday, in order to receive their eight (8) hour premium holiday pay. Any employee who calls in sick on their last scheduled work day, prior to the holiday and/or the first scheduled work day after the holiday is ineligible for premium holiday pay.

Section 14.2. When required to work on a holiday, the employee shall receive compensation of one and one-half (1-1/2) times the stipulated hourly rate for each hour worked, in addition to the eight (8) hours regular holiday pay.

ARTICLE 15
PERSONAL DAY

All bargaining unit employees are entitled to two and one-half (2.5) personal days off with pay during each year of employment, subject of the requirements of Article 33-Options, of this Agreement. Such days shall be requested in advance in the same manner as vacation days.

Employees who desire to use a personal day in December must submit a request no later than November 30. If the personal days cannot be scheduled due to the operational needs of the Department, the employees shall be paid for such days not used in the first pay period after January 15. The parties shall make a reasonable effort to cooperate to schedule the personal leave days. Any time period set forth in this Article may be waived with the mutual consent of the parties, subject to Article 33.

ARTICLE 16
VACATIONS

Section 16.1. All full-time bargaining unit employees are eligible for paid vacation leave according to the following schedule:

After 1 year of continuous service — 80 hours vacation
After 7 years of continuous service — 120 hours vacation
After 14 years of continuous service — 160 hours vacation
After 21 year of continuous service — 200 hours vacation

Vacation is accrued proportionately on a pay period basis. Newly hired employees may not use accrued vacation until they complete one full year of continuous service. Employees who have completed one full year of continuous service may use their earned vacation as it accrues. For purposes of this Article, "continuous service" means continuous service with the City of London as a permanent, full-time employee.

Vacation is accrued proportionately on a pay period basis, and shall be available for use, subject to the provisions of this Article, as it accrues. In addition, an employee will begin accruing vacation leave at the higher rate and will immediately receive an additional forty (40) hours of vacation to his or her credit after seven (7) years, fourteen (14) years and twenty-one (21) years of continuous service.

Section 16.2. Vacation leave may, with approval, be taken in a minimum of four (4) hours increments, provided, however, that employees earning two (2) weeks or more of vacation annually, must take vacation in a forty (40) hour increment at least once each calendar year. Employees who earn four (4) weeks or more of vacation annually must take vacation leave in forty (40) hour increments at least twice in each calendar year. In lieu of taking the second forty (40) hour vacation leave, employees earning at least four (4) weeks of vacation leave annually may request to be paid for forty (40) hours of vacation leave.. Such request must be submitted to the City no later than December 15 of each calendar year. Payment shall be at the employee's hourly rate on December 31 of the calendar year in which the request is made. The City shall make the payment to the employee no later than January 31 the following calendar year.

Section 16.3. Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at time of separation.

Section 16.4. Upon execution of this Agreement, employees may accumulate the equivalent of three years of vacation leave. Employees who fail to use such leave once they have reached maximum accumulation shall forfeit additional vacation leave. If employees are unable to utilize

such vacation leave within the required period due to the operational needs of the Department, the Service-Safety Director may authorize, in his discretion, the employee to carry over an amount in excess of four years of accumulation.

Section 16.5. Employees must submit requests for vacation leave of forty (40) hours or more at least fourteen (14) days in advance. If vacation or personal leave requests are submitted with less than fourteen (14) days in advance and are granted by the Employer, the provisions of Article 18, Section 183 concerning the posting of work schedules and changes to the schedules shall not apply.

ARTICLE 17
FUNERAL LEAVE

Section 17.1. An employee may have up to three (3) days paid leave to attend the funeral of the employee's immediate family. Immediate family is defined as grandparents, brother, sister, current sister-in-law, current brother-in-law, son, daughter, current son-in-law, current daughter-in-law, father, mother, current father-in-law, current mother-in-law, spouse, grandchild and legal guardian. Additional days may be granted by the Chief if deemed necessary. Days used for funeral leave shall not be charged against accrued sick leave.

Section 17.2. Employees shall also be entitled to up to three (3) days of funeral leave for employees' step-parents and step-brothers/sisters. Other step-relatives in the categories set forth in Section 14.1 provided that the step-relative lives in the same household as the employee at the time of death. For step-relatives in categories set forth in Section 14.1 who does not live with the employee, the employee may utilize vacation leave, compensatory time or personal leave. If an employee does not have adequate personal leave, vacation leave or compensatory time, he or she may utilize accumulated sick leave.

ARTICLE 18
OVERTIME

Section 18.1. When employees are required to work more than eight (8) hours per day or more than forty (40) hours in any work week, they shall receive compensation of one and one-half (1-1/2) times their stipulated hourly rate of each hour worked in excess of the regular eight (8) hour current shift or the forty (40) hours per work week. If the employee is scheduled for four 10-hour days, over-time per day will occur after 10 hours in a day. If the employee is scheduled to work four (4) twelve (12) hour shifts, overtime per day will occur after twelve (12) continuous hours or over eighty (80) hours in a pay period.

Section 18.2. Overtime shall be calculated to the nearest fifteen (15) minutes worked. Employees are entitled to accumulate compensatory time in lieu of overtime up to a maximum of one hundred (100) hours. Compensatory time in lieu of overtime is available upon mutual agreement between the employee and the City. If the employee desires compensatory time in lieu of overtime, such request shall be made within twenty-four (24) hours of the time the overtime is worked. All compensatory time must be used prior to January 1 each year of the agreement or it will be paid out at the employee's current base rate of pay.

Section 18.3. Work Schedules showing the employee's shifts, work week, work days and hours shall be posted on the appropriate department bulletin boards for ten (10) days prior to their effective date. Any changes in the work schedule shall be posted at least seven (7) calendar days prior to the effective date except for emergencies and the unforeseen absence of employee(s) regularly scheduled to work.

Section 18.4. Employees who are required to appear in Court at a time other than their regularly scheduled shifts, or on their regularly scheduled days off to serve as a witness in a criminal proceeding, or in a civil proceeding in which the employee's testimony is required as a direct result of the performance of this duties, shall be paid at the overtime rate for each hour or part of an hour that they are required to be in Court. If an employee is required to be in Court for less than two (2) hours, he shall be paid a minimum of two (2) hours at the overtime rate. When an employee appears in Court, the City shall be entitled to the witness fee.

Section 18.5. Call-in Pay. An employee who is called in to work at a time disconnected from his regularly scheduled shift shall be paid the overtime rate for each hour or part of an hour that they work. Employees who are called in and work less than two (2) hours shall be paid at a minimum of two (2) hour's pay at the overtime rate.

Section 18.6. The City shall offer available bargaining unit work to full-time bargaining unit employees or part-time dispatcher before offering same to any police officer. In case of emergency, or where the City has been unsuccessful in its bona fide attempt to reach said full-time bargaining unit employees, such work may be offered to a police officer.

Section 18.7. Voluntary trades of work hours by employees shall not be cause for payment of premium pay.

ARTICLE 19
WAGES

Section 19.1. Each employee shall move to the succeeding step in his/her classification upon completion of each year of satisfactory service.

Section 19.2. The denial of a step increase is subject to the grievance procedure.

Section 19.3. Bargaining unit employees on the payroll at the time of the execution of this Agreement shall maintain their current pay rate upon such execution.

Section 19.4. The parties agree to a two and one-half percent (2.5%) wage increase effective January 1, 2016, a three percent (3%) wage increase effective January 1, 2017, and a three and one-half percent (3.5%) wage increase effective January 1, 2018.

The applicable base wage rate shall be determined by applying the following table:

STEP	01-16	01-17	01-18
A	$16.86	$17.37	$17.97
B	$17.78	$18.32	$18.96

C	$18.67	$19.23	$19.90
D	$19.56	$20.14	$20.85
E	$20.55	$21.17	$21.91
F	$21.59	$22.23	$23.01
G	$22.22	$22.89	$23.69
H	$23.01	$23.70	$24.53
I	$23.82	$24.54	$25.39

Probationary employees shall be paid at a rate equivalent to 90% of the Step A rate.

Section 19.5. Employees working between the hours of 3:00 p.m. and 11:00 p.m. shall, in addition to their base rate of pay, receive a shift differential of $.30 per hour for all hours worked. Employees, while working between the hours of 11:00 p.m. and 7:00 a.m., shall in addition to their base rate of pay, receive a shift differential of $.40 per hour for all hours worked.

ARTICLE 20
HOURS OF WORK

Section 20.1. The normal work schedule for employees in the bargaining unit shall consist of five (5) consecutive work days of eight (8) hours each in a work week. Employees shall continue to eat lunches at their duty stations.

Section 20.2. Employees in the bargaining unit shall be permitted to select their shift by seniority once a year on about January 1, or, if there is a vacancy. The City retains the right, however, to establish shifts and days off. Employees will retain their regularly scheduled shifts and days off unless there are operational needs of the City to change shifts and/or days off, including but not limited to vacations, sick and injury leaves of absence and personal days off.

Section 20.3. Employees shall be responsible for reporting to work at City Hall by their own means of transportation.

ARTICLE 21
GRIEVANCE PROCEDURES

Section 21.1. There shall be an earnest, honest and prompt effort to settle differences. If any controversy or difference arises between an employee or group of employees and the City with respect to the interpretation, application or alleged violation of this Agreement, such controversy shall be handled as follows:

An employee having a grievance shall first attempt to resolve it informally with his immediate supervisor. At this stage, there is no need to put the grievance in writing, nor to have the Union Representative present.

Preparation of grievances shall not interfere with an employee's job responsibility.

The supervisor shall render a decision no later than three (3) calendar days from the date of the presentation of the grievance. If the employee is not satisfied with the response of his supervisor, he may pursue the formal steps, which follow. The grievance must be filed at Step I within ten (10) working days of the time the employee could reasonably become aware of the cause for grievance.

Step 1 - Chief. The employee shall present the grievance in written form to the Chief. The Grievant shall indicate on the form the exact nature of the grievance, the Article of this Agreement alleged to be violated and the relief requested. The Chief shall meet with the employee, who may be accompanied by his Union Representative or other representative designated by the Union. Witnesses may be called by either party.

The Chief must meet with the Grievant and respond in writing within three (3) working days of receipt of the grievance with regard to non-disciplinary grievances. With regard to disciplinary grievances, the Chief shall meet with the Grievant and respond within ten (10) working days of receipt of the grievance.

If the Grievant does not refer the grievance to Step 2 of the grievance procedure within five (5) working days of the Chief's response, the grievance shall be considered to be satisfactorily settled.

Step 2. - Safety-Service Director. The employee shall refer the grievance to the Safety-Service Director who shall meet with the Grievant, who may be accompanied by his Union representative or other representative designated by the Union. Witnesses may be called by either party.

The Safety-Service Director shall render a decision in writing within ten (10) working days of the receipt of the grievance. If the employee does not refer the grievance to Arbitration within ten (10) working days of the answer at Step 2, the grievance shall be considered to be satisfactorily settled.

Section 21.2. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived then within ten (10) days after the rendering of Step 2, the Grievant may submit the grievance to arbitration. The parties will promptly request the American Arbitration Association or FMCS to submit a panel of fifteen (15) Arbitrators (National Academy certified and with Ohio residences) and will choose by the alternative strike method. 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 an 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. Either party may request up to one (1) additional list.

Prior to the request to the American Arbitration Association, the parties shall meet to discuss resolution of the grievance. The Mayor shall attend this meeting along with all parties necessary to attempt resolution of the grievance.

Section 21.3. It is the intent of the parties that all time limits in this grievance procedure shall be met; however, short time extensions may be granted by mutual consent in writing. Should management fail to respond within the prescribed time limits, the Grievant may move his grievance along immediately to the next step.

Section 21.4. The costs of the Arbitrator shall be paid in equal shares by the City and the Union. Other elective costs, such as the preparation of a transcript, shall be at the sole expense of the party electing to incur such costs.

ARTICLE 22
NO-STRIKE

Section 22.1. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 22.2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of the Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited and not sanctioned by the Union, and order all employees to return to work immediately.

Section 22.3. The Employer agrees that it will not lockout any employees during the term of this Agreement.

ARTICLE 23
SEVERABILITY

Section 23.1. If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by a governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

Section 23.2. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory resolution of the matter.

ARTICLE 24
INSURANCE

Section 24.1. Hospitalization and Health Care. Effective January 1, 2016, the City shall pay eighty-five percent (85%) of the premium cost. Employees shall pay fifteen percent (15%) of the

premium cost. The reimbursement of the co-insurance shall remain in effect subject to the provisions of Section 24.3. The deductible for single member plan shall be $2,000 and the family plan deductible shall be $6,000 per year. The City will provide an employer-funded HRA at a rate equal to seventy-five percent (75%) of the applicable deductible. The employer's portion of the deductible shall be paid first.

If any changes in policies or the terms thereof occur during the duration of this Agreement, such revisions will be made available to employees prior to implementation.

Section 24.2. Life Insurance. The City shall provide each employee in the bargaining unit, life insurance in an amount of $25,000 with double indemnity for accidental death.

Section 24.3. The City and Union shall establish an insurance committee. If the City is considering any changes to health insurance, the committee shall meet thirty (30) days in advance of any potential changes to review potential changes to health insurance costs or coverage. The committee shall make a recommendation to the Service-Safety Director with respect to any changes to health insurance, if any. The committee may consider changes that include, but are not limited to, the level of benefits, co-pays, deductibles, the selection of alternate carriers and/or changes in employee contributions. If the parties are unable to agree to alternatives, the City may propose to implement the changes.

Section 24.4. Opt-Out. Effective January 1, 2014, if a bargaining unit member opts out of health insurance for the calendar year, the bargaining unit member would then receive a lump sum in the following amount per month:

$100 employee
$150 employee plus spouse/children or employee, one child
$200 family

Section 24.5. Re-opener. Either party may give notice of its intention to re-open negotiations for Article 24, Insurance for calendar year 2018 by filing the appropriate Notice to Negotiate with the State Employment Relations Board by October 1, 2017. These negotiations shall be subject to the dispute resolution procedures contained in Chapter 4117 of the Ohio Revised Code, except that R.C. section 4117.14(G)(11) shall not apply.

ARTICLE 25
WAIVER

Section 25.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all the terms and conditions upon which agreements were reached are contained herein.

Section 25.2. Changes, alterations or amendments to the terms and conditions of this Agreement shall only be made by mutual consent of the parties. It is understood that either party to this Agreement desiring to alter, amend or modify any term or condition of this Agreement shall submit written notice of such intent to the other party.

Section 25.3. Such notice shall specifically state the terms and conditions to be discussed and the suggested change or modification requested. Agreement by either party to discuss such matters shall not be considered as a reopening of this Agreement. The provisions of this section are not subject to the Grievance Procedure Article of this Agreement.

ARTICLE 26
PERFORMANCE EVALUATION

Section 26.1. The evaluation shall be performed once per year. It shall be conducted on the employee's anniversary date. The Chief or his designee shall meet with the employee to discuss the evaluation before the evaluation is finalized. After meeting with the employee, the Chief or his designee shall prepare the evaluation. The evaluation shall then be submitted to succeeding levels of supervision for relevant comments. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form and its inclusion in the personnel file.

Section 26.2. If the employee disagrees over any part of the evaluation, it is the employee's right to attach written comments, which the employee feels will clarify the issue in questions. The employee's comments shall be stapled to the evaluation form and the attachment so noted on the face of the form. The provisions of this Article are subject to the contractual grievance procedure.

ARTICLE 27
MILITARY LEAVE

An employee who enters military service and has re-employment rights under applicable federal law and regulations thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence. Returning service personnel shall have such re-employment or other rights as are guaranteed to them under any applicable federal or state law. Any employee required to serve in a National Guard or Reserve Unit for training periods or emergency service shall be paid the differential, if any, between his regular military pay and his straight time pay for the hours he would have otherwise been schedule to work for periods not to exceed a maximum of thirty (30) working days per year.

ARTICLE 28
INJURY LEAVE

In the event a bargaining unit employee sustains an occupational injury while on duty and while performing a function, which is within the recognizable scope of police officer skills and duties (i.e., apprehending/restraining alleged criminals, and other such police functions not within the scope of a dispatcher's traditional duties), the Injury Leave provisions of Article 13 of the London Sergeants 2010 - 2012 collective bargaining agreement shall be applicable to such employee for that specific occupational injury.

ARTICLE 29
JURY DUTY

Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours, as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City.

ARTICLE 30
EDUCATION INCENTIVE

Section 30.1. An employee shall be reimbursed up to a maximum of two hundred seventy-five dollars ($275) dollars per year for tuition, books and other classroom expenses for courses, seminars or other education which is directly related to Safety Forces Dispatching, subject to the following conditions.

A. Such training must receive the approval of the City Safety-Service Director as suitable for Safety Forces Dispatching. Such approval shall be on a reasonable basis and subject to the Grievance Procedure.

B. Such reimbursement shall be made upon presentation of paid receipts for such expenses or other existing payment method, providing that the course has been previously approved by the City and the employee has satisfactorily completed the course of study.

C. If the employee leaves the employment of the City of London within two (2) years of completion of the course, the employee shall repay the City a pro rate share of the expenses for which he has been reimbursed. The City may collect repayment by deduction from the employee's final wages.

This section does not apply to employees who retire and are eligible to collect retirement benefits under the applicable retirement system.

Section 30.2. The employee shall be compensated and paid overtime, if appropriate, for attendance at training, with the following exceptions: a) an employee attending courses of study leading to an associate degree or higher shall not receive compensation, b) where mutually accepted by the employee and Employer, that compensation is to be waived.

Section 30.3. Courses or seminars paid for under this Article must be directly related to the employee's job duties. The education allowance must be used in the calendar year in which it is made available. Education allowance may be carried over only if a request is submitted at least ninety (90) days in advance and the request is denied due to the operational needs of the Department. The amount utilized for education allowance shall be deducted in the calendar year in which the course or seminar is taken. Employees will not be compensated for lunch hours during training.

Employees who desire to attend training must request such time at least seven (7) days prior to the course. The Service Safety Director has the discretion to approve or deny the request.

Reimbursement for mileage while attending courses shall not be deducted from the education reimbursement.

ARTICLE 31
UNIFORMS

The City shall provide bargaining unit employees with the following initial issue of uniform items:

4 pair of pants
3 short sleeve shirts, 3 long sleeve shirts
1 belt
1 pair of shoes
1 sweater

The City shall provide an annual uniform allowance of $250.00 in January of each year for replacement of uniform items.

The City shall reimburse dispatchers up to one hundred dollars ($100) per year for purposes of dry cleaning uniform items.

ARTICLE 32
SAFETY

The responsibility for maintaining City-owned equipment is a responsibility shared by the City and the employees. Employees are required to operate City-owned equipment in a safe and reasonable manner and to report to management any safety or maintenance problems they encounter. Management shall use reasonable care in curing any safety defects reported to them and maintaining such equipment in a safe and efficient working order.

ARTICLE 33
OPTIONS

Section 33.1. Each employee will be given a choice to convert their half day, personal day, at the employee's option and discretion. The employee may choose a half personal day (4 hours), or the employee may elect to take the equivalent $ in education incentive or uniform allowance. The option must be elected within 30 days of ratification of the contract and prior to the start of each new contract year. In no event will the employee be entitled to more than 2.5 personal days annually, as set forth in Article 15 of this Agreement.

ARTICLE 34
PHYSICAL FITNESS STANDARD

Section 34.1. All bargaining unit employees must attempt all the standards of the physical standard test once in a calendar year. The test will be given under the direction of the Chief of Police more than once in a calendar year. The standard will be the Ohio Peace Officer Training

Commission Basic Peace Officer standard for physical fitness (push-ups, sit-ups and 1-1/2 run), Cooper standard 50th percentile for law enforcement based on age and gender.

1. Meeting one standard (push-ups, sit-ups and 1-1/2 run) $$100.00

2. Meeting two standards (push-ups, sit-ups and 1-1/2 run) $$250.00

3. Meeting all three standards (push-ups, sit-ups and 1-1/2 run) $500 or 5 days of paid leave.

An employee can test multiple times for the physical standard, but only the employees highest numbers of standards met on a single day in a calendar year will be compensated. Pay-out for meeting the standard will be the last pay check in November.

EXECUTION

This Agreement continues in full force and effect through December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 15th day of January 2016.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Joseph. Hegedus, Labor Counsel

OPBA Member

OPBA Member

FOR THE CITY OF LONDON

Brian D. Butcher, Labor Consultant

Patrick Closser, Mayor

1.25-16

Joe Mosier, Safety-Service Director

Glenn Nicol, Police Chief

City Auditor

APPROVED AS TO FORM:

Zahid H. Siddiqi, Law Director

MEMORANDUM OF UNDERSTANDING

Employees must reside in Madison County or within a twenty (20) mile radius of the London City Hall.