

Rule. Seven (7) of these matters were eventually signed off on during 12 November 2002 discussions. Those tentative agreements, along with those arrived at prior to hearing, are appended hereto and made a part hereof as Exhibit "A." Left at impasse are the issues of Wages and Longevity. And, while the parties were able to articulate the whys and wherefores of their respective positions, there was significant disagreement as to exactly what the Union's Longevity proposal would end up costing the City over the term of a new Agreement.

As for the matters at impasse, i.e., Wages and Longevity, the respective positions of the parties are succinctly set forth at 4 and 5 of Exhibit "A." These matters are now before me after the parties had consummated a tentative agreement, an agreement which was rejected by the Bargaining Unit.

From this stipulated record, it appears the FOP's rejection of the tentative agreement was primarily, if not totally, premised upon differences in the proposed Longevity step schedule. In any event, the genesis of this dispute dates back prior to January 1994 when the Township of Hudson and Village of Hudson, two (2) separate and distinct governmental entities with each having their own Police Department, entered into merger discussions. These separate entities opted, after much discussion, to merge into the City of Hudson, Ohio effective 1 January 1994. As part of their merger and collateral negotiations with the FOP, negotiations lasting until mid-1996, previous Township Officers were continued under a Longevity pay formula which predated the merger, a formula agreed-to within the framework of a previous Labor Agreement with the Township. The former Village Officers were also accorded a Longevity pay formula which was different and yielded less of a payout.

The record further indicates certain disputes arose out of the merger involving alleged City efforts to do away with the “grandfather” Longevity schedule for former Township Officers, disputes which led to grievance arbitration and the filing of a lawsuit(s). According to the FOP, the result of these actions on behalf of the “grandfathered” officers was that their Longevity schedule was retained.

Now, the parties negotiated a second post merger Agreement covering the period of 1 January 1999 to 31 December 2001, negotiations that continued two (2) tiered longevity schedules for the overall bargaining unit. It is this two (2) tiered system the FOP seeks to change here, an issue which, in the final analysis, purportedly served as the basis for membership rejection of the afore-referenced tentative agreement. It is against this backdrop, along with that proffered by the parties before and at hearing which serves as the bases of the recommendations that follow.

WAGES

Recommendation

AMEND ARTICLE VIII, SECTION 1 TO PROVIDE FOR THE FOLLOWING INCREASES UNDER THE PARTIES’ 1 JANUARY 2002 TO 31 DECEMBER 2004 COLLECTIVE BARGAINING AGREEMENT.

EFFECTIVE 1 JANUARY 2002, INCREASE THE WAGE SCHEDULE UNDER ARTICLE VIII, SECTION 1 BY 3.5 PERCENT.

EFFECTIVE 1 JANUARY 2003, INCREASE THE WAGE SCHEDULE UNDER ARTICLE VIII, SECTION 1 BY 3.5 PERCENT.

EFFECTIVE 1 JANUARY 2004, INCREASE THE WAGE SCHEDULE UNDER ARTICLE VIII, SECTION 1 BY 3.5 PERCENT.

Rationale:

When viewed in light of other monetary/benefit adjustments under Exhibit "A," the standing of these officers among their peers within a reasonable radius of Hudson, other legitimate demands upon City resources, wages accorded other City bargaining and non-bargaining unit employees, etc., the afore recommendation is quite reasonable. Put simply, wages and other forms of employee compensation must be considered in the aggregate and not on an item-by-item basis.

LONGEVITY

Recommendation:

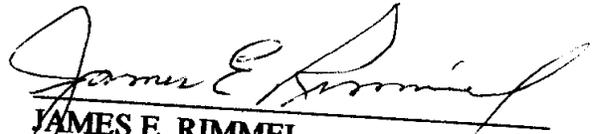
THE PARTIES SHOULD CONTINUE THAT FOUND AT ARTICLE VIII, SECTION 2 UNDER THEIR 1 JANUARY 2002 THROUGH 31 DECEMBER 2004 AGREEMENT.

Rationale:

The basic rationale for "grandfathering" specific employees or groups of employees is the desire to avoid adverse impact due to merger of employee groups, establishment of two (2) or more tier wage structures, etc. In so doing, a rate or benefit is earmarked for specific employees while those not covered are generally viewed as working under the proper rate/benefit schedule for employees within the classification. In other words, the parties have recognized the proper level of Longevity pay for City of Hudson Police Officers is that set out under Article VIII, Section 2, a schedule ranging from \$250 to \$1,000 per year. And, it was not argued here that those rates warrant increase in and of themselves. The sole argument at bar is such is inequitable vis v vis former

Township Officers irrespective of the parties "grandfathering" of those officers.

While there are many ways to address past "grandfathering," it is quite atypical to do so by moving non-grandfathered employees up to the same level as those previously grandfathered. To do so would fly in the face of the basis for the mutual decision to "grandfather." Such an atypical approach is not usually based upon desire or whim. In any event, no sound rationale for ignoring the basic precepts of "grandfathering" is of record. These differences in schedules will be eliminated through attrition as is typically intended with grandfathering or personal out-of-line pay differentials. While the differences here could be reduced more quickly by freezing "grandfathered" personnel wages, etc., this method was not considered or proposed by either party. As such, I can only conclude attrition is the more desired course of action for these parties.


JAMES E. RIMMEL
FACT FINDER

**JOINT
SUMMARY OF TENTATIVE AGREEMENTS
AND OPEN ISSUES**

CITY OF HUDSON

AND

FOP

FACT-FINDING

I. TENTATIVE AGREEMENTS REACHED PRIOR TO HEARING

See, Attached.

II. LIST OF TENTATIVE AGREEMENTS REACHED AT THE FACT-FINDING HEARING

1. Health Insurance

Modify current language as follows:

"ARTICLE 11 - HOSPITALIZATION

Section 11.1. Hospital and Surgical Insurance.

- (A) Each employee who has more than thirty (30) days of continuous service with the City shall be entitled to coverage under the City's group policy (or policies) for medical, dental, vision and life insurance. Throughout the term of this Agreement, the City shall provide the same health insurance policies and level of benefits for the bargaining unit that are in place for non-bargaining unit employees, including management employees.
- (B) In the event that the combination of health, dental and vision plan premiums and/or self-insurance costs (to the extent that all or a portion of the City's health, dental or vision plans are self-insured) increases during the term of this Agreement by more than 5% over such costs relative to the immediately preceding plan year, then the City may require bargaining unit employees to pay monthly health insurance premium contributions up to the following maximum monthly amounts in each year of this agreement:

2002 \$ 50 Single Participants
\$100 Family Participants or Single Participants with Dependents

2003 \$ 55 Single Participants
\$110 Family Participants or Single Participants with Dependents

2004 \$ 60 Single Participants
\$120 Family Participants or Single Participants with Dependents

The City is hereby authorized to make periodic payroll deductions from the wages of affected employees should premium contributions be required. The City agrees that health insurance premium contributions shall only be required from bargaining unit employees if premium contributions are also required from non-bargaining unit employees, including management employees.

- (C) Employees, at their option, may elect not to participate in the City-offered health care plans. Employees who elect to opt out of the City plans shall be compensated at the rate of 50% of the applicable monthly premium (and premium equivalent in the case of self insured portions of the City's health care plan) for such election. Employees who elect to opt out of City health coverage shall, however, be eligible to opt back in either 1) during the City's annual open enrollment period for health insurance, or 2) at the beginning or end of any month, if the employee's spouse has lost health insurance coverage.

Section 11.2. The City reserves the right to change carriers or delivery methods for health care, dental or vision insurance and to modify levels of health insurance benefits, provided that the carriers, delivery methods and benefit levels provided to bargaining unit members shall be the same as those provided for non-bargaining unit members, including management employees.

In any event, the City shall notify the bargaining unit as soon as practicable if the City determines that a reduction in benefit levels may be necessary, and the City shall consult with the bargaining unit prior to effecting any change in health care benefit levels. In addition, the bargaining unit shall be included in any voting process pursuant to which the vote of a majority of City employees would determine what health care plan City staff would recommend to City Council."

2. **Holidays**

- Increase annual holidays from 13 to 14.
- Revise remainder of Article as follows:

Section 9.2 For the year 2002, when a police employee works on Christmas Day, Thanksgiving Day, Labor Day, President's Day or December 24th, he or she shall receive time and one-half (1-1/2) pay. All other work on holidays shall be paid at straight-time. In addition, employees shall be entitled to another day off as a paid holiday.

For the year 2003, when a police employee works on Christmas Day, Thanksgiving Day, Labor Day, President's Day, December 24th, or New Year's Day, he or she shall receive time and one-half (1-1/2) pay. All other work on holidays shall be paid straight-time. In addition, employees shall be entitled to another day off as a paid holiday.

For the year 2004, when a police employee works on Christmas Day, Thanksgiving Day, Labor Day, President's Day, December 24th, New Year's Day, or Martin Luther King Day, he or she shall receive time and one half (1-½) pay. All other work on holidays shall be paid at straight-time. In addition, employees shall be entitled to another day off as a paid holiday.

Section 9.4 Holidays that occur while an employee is otherwise in an annual leave status shall not be charged against the balance of the employee's annual leave time.

Section 9.5 Employees who do not use sick leave for six (6) continuous months during a calendar year shall be eligible to receive one (1) incentive personal day. The use of sick leave for any purpose will disqualify the employee from the incentive personal day bonus. The bonus incentive personal day must be used during the following six (6) months and may not be accrued.

3. **Education Incentive**

Current contract.

4. **Hours of Work - Shifts**

Current contract.

5. **Working Out of Classification**

Current contract.

6. **Compensatory Time Bank**

Increase amount of compensatory time that can be accumulated from 60 to 80 hours.

7. **Clothing Allowance**

Increase clothing allowance from \$212.50 every 6 months to \$250.00 every 6 months.

III. **OPEN ISSUES**

1. **Wages**

City's Proposal

Provide general wage increases as follows:

- retroactive to January 1, 2002 - 3.5%
- effective January 1, 2003 - 3.5%
- effective January 1, 2004 - 3.5%

Union's Proposal

Provide general wage increases as follows:

- retroactive to January 1, 2002 - 5.0%
- effective January 1, 2003 - 5.0%
- effective January 1, 2004 - 5.0%

2. **LONGEVITY**

City's Proposal

Current contract.

Union's Proposal

Increase levels of longevity for all patrol officers to equal those longevity

CURRENT AGREEMENT: The current agreement between the parties expired on December 31, 2001.

NOTE: The parties have mutually agreed to extend the date for the fact finding report to December 12, 2002.

TENTATIVE AGREEMENTS:

NOTE: As of the negotiations session of February 27, 2002, the committees representing both parties had reached tentative agreements on all open issues.

The Union's ratification vote was conducted on Monday, March 11, 2002 whereupon the T.A. was rejected by the membership. Subsequent meeting with the City caused both sides to modify their prior positions on several issues resulting in the following list of Tentative Agreements:

<u>T.A.#</u>		
1.	Article #3	RECOGNITION
2.	Article #10	ANNUAL LEAVE
3.	Article #12	LEAVES OF ABSENCE
4.	Article #17	GRIEVANCE PROCEDURE
5.	Article #19	MISCELLANEOUS
6.	Article #33	DURATION

A copy of these Tentative Agreements are included herein for the fact finder's review and incorporation.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) Accrual of Sick Leave. All bargaining unit employees are eligible to and shall accrue sick leave hours during each calendar month in which they are employed by the City. Sick leave time shall accrue at the rate of one and one-quarter work days (i.e., 10 hours) for each full calendar month of service. An employee who enters the service of the City on or before the fifteenth day of any month shall be credited with sick leave time for the entire calendar month in which he/she begins employment.

An employee who enters the employ of the City after the fifteenth day of a month shall be credited with sick leave time for one-half (½) of the month in which he/she begins employment with the City.

Maximum Accrual: Conversion to Vacation or Payment. Unused sick leave time shall accumulate for the benefit of any bargaining unit employee up to a maximum of 180 days or 1,440 hours.

Employees who have accumulated the maximum of 1,440 hours of unused sick leave time will continue to accrue sick leave, but such employees must elect, in writing each year, one of the following options for disposition of sick leave time in excess of 1,440 hours:

(1) Conversion to vacation time at the exchange rate of forty (40)

employed by the City within ten (10) years of the date on which the employee was initially laid off.

(i) On-Duty Injury: Employees who are disabled by injury in the performance of duty shall have the difference between the amount paid by Workers' Compensation and the employee's net wage paid by the City for a period of up to ninety (90) days maximum. Thereafter, the employee may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage until his sick leave balance is exhausted.

(j) Application to Outside Employment: Use of sick leave shall not be permissible for illness or injury resulting from employment with another employer.

(k) Payment for Accrued Sick Leave Upon Resignation or Retirement from the City. Employees who were bargaining unit employees as of December 31, 2000, accrue sick leave at a one-for-one resignation/retirement/death cash-out rate up to the next 500, 1000 or 1440 hour level - based on their respective aggregate sick leave levels as of December 31, 2000. All remaining sick leave hours will be accrued subject to a one-for-three cash-out rate, up to an aggregate maximum of 1440 hours. (e.g. an employee with 300 hours of accrued sick leave can accrue up to 500 hours subject to the one-for-one cash-out rate. All remaining hours, up to an aggregate maximum of 1440 hours will be accrued subject to a one-for-three cash-out rate.)
Employees who dip below their maximum one-for-one cash-out levels can replenish those one-for-one levels with earned sick leave.
All bargaining unit employees hired on or after January 1, 2001, will accrue all sick leave up to a maximum of 1440 hours subject to a one-

a written statement by a licensed practicing physician certifying that the employee's condition prevented him or her from performing the duties of his or her position. If, in the opinion of the Chief of Police or the City Manager, the employee's condition presents a risk of harm to the employee or to others with whom the employee comes into contact while on duty, the Chief of Police or the City Manager may require that the employee present a physician's statement certifying that the employee is able to return to work, prior to the date on which the employee intends to return to work. The City Manager or Police Chief may, in his or her respective discretion, require a physician's statement to justify an employee's use of sick leave for a period of time that is less than three (3) consecutive workdays, as established at paragraph (e) of this Section 12.1.

- (f) Absence for Less Than a Day. Sick leave shall be charged in no less than one-quarter hour increments for absences of less than one (1) work day in connection with categories of sick leave listed at subparagraphs (1) through (4) of paragraph (b) of this Section 12.1.
- (g) Advance Sick Leave. The City Manager may grant advance sick leave to an employee if the employee has an insufficient balance of accrued sick leave time, the City Manager deems it appropriate under the circumstances, and City Council authorizes the grant of advance sick leave.
- (h) Re-employment Credit After Lay-Off. A bargaining unit employee who is laid off from his or her position, for reasons that are not related to employee discipline, shall be credited with the balance of that employee's accumulated but unused sick leave hours existing as of the time that the employee was laid off, so long as the employee is re-

employee, of a child; and

(6) care for an employee's child within the twelve (12) months following the child's birth, adoption by the employee, or initial placement with the employee for foster care, which care is not immediately related to the illness or disability of that child.

In order to be eligible for sick leave with pay in connection with subparagraphs (5) or (6), an employee must otherwise be eligible for Family and Medical Leave Act leave as outlined in the FAMILY AND MEDICAL LEAVE ACT LEAVE section.

(c) Notice of Absence for Sick Leave Purposes. An employee not reporting to work for any of the reasons stated above shall notify, or cause to be notified, the Chief of Police, or that official's designee, as soon as possible, and preferably prior to the time at which he or she is required to report to work. As soon as possible thereafter, the employee shall submit to the Chief of Police a request for the use of sick leave on the form provided by the City for such purpose.

(d) A bargaining unit employee who is determined to be abusing the use of sick leave, through a documented pattern of excessive use of sick leave or through a consistent pattern of sick leave use in conjunction with holidays or non-shift days, shall be required to submit proof of illness or other appropriate proof of the existence of circumstances that would justify the use of sick leave under this agreement, to the Chief of Police, or that official's designee, in connection with any period of time in connection with which the employee seeks to use paid sick leave and before the requested paid sick leave use may be approved.

(e) Doctor's Certificate Required. Sick leave taken for a period in excess of three (3) consecutive shifts shall be approved only after presentation of

hours of sick leave for eight (8) hours of vacation time, provided that an employee who has converted sick leave time to vacation time may reconvert that time (and only the previously converted time) to sick leave to the extent that the employee has sufficient vacation time to convert back to sick leave time; or

(2) Payment, at the employee's effective pay rate, for the hours of accumulated unused sick leave in excess of 1,440 hours, provided that if an employee selects this option, the employee is only eligible to receive this payment once in any calendar year, and provided further that an employee who selects this option will cease to accrue sick leave for the calendar year in which such payment is made until the aggregate total of the employee's sick leave balance falls below 1,440 hours.

(b) Authorized Uses of Sick Leave. Subject to the terms and limitations of this Section, sick leave with pay may be used by bargaining unit employees for the following reasons:

- (1) an employee's personal illness or physical incapacity;
- (2) the illness or physical incapacity of a member of the employee's household or immediate family that requires the presence of the employee;
- (3) medical or dental appointments or essential preventive medical procedures that cannot be scheduled during non-working hours;
- (4) the quarantine of the employee due to his own or a member of the employee's household's medical condition;
- (5) the birth, adoption, or initial placement for foster care with an

for-three cash-out rate.

A bargaining unit employee, who resigns or retires with ten (10) or more years of service with the City, shall be paid for his/her accrued but unused sick leave hours in accordance with this Section 12.1. An employee may choose to receive payment for a portion of his/her accrued but unused sick leave hours and retain a reduced balance to carry forward to another public employer upon re-employment in the public service if applicable. An employee who is discharged for cause is not eligible.

In no event shall any employee be compensated at resignation or retirement for sick leave hours in excess of 1,440. Payment for sick leave hours in accordance with this paragraph shall eliminate the balance of all sick leave hours accrued by an employee up to the time of such cash payment. Payment for sick leave hours shall be made only once to any employee, even if that employee is later re-employed by the City.

(l) Payment for Accrued Sick Leave Upon the Death of an Employee. If a bargaining unit employee dies while in the employ of the City, the cash value of all of his/her accrued and unused sick leave shall be paid to that employee's surviving spouse or heirs. Payment shall be made in accordance with paragraph (k) of this Section 12.1.

(m) Sick Leave Donation

(1) The purpose of the City's Leave Donation Program is to provide a mechanism by which employees may donate accumulated sick leave and/or vacation hours to fellow employees who, because of catastrophic illness or other condition that requires a long term approved absence from work, have exhausted or are expected to

exhaust all of their accumulated sick leave hours.

(2) All bargaining unit employees are eligible to participate in the Program upon approval from the City Manager. In order to be eligible as prospective donated leave recipients, employees must also be eligible for Family and Medical Leave Act leave, except that employees are not required to have met the time in service requirements of the City's FMLA rules in order to be eligible for participation in the Program.

(3) Following are the steps that must be taken to donate leave and to be credited with donated leave under the Program:

(a) Completion of Request Form; Approval by City Manager Required.

A prospective donated leave recipient or a co-worker may initiate the leave donation program by completing a standard request form (available from the City's Human Resources Manager) and submit it through the Chief of Police to the City Manager for approval. If the employee requests confidentiality with respect to the circumstances that prompt the request, the employee must so indicate on the request form. The City will make every reasonable attempt to honor employees' requests for privacy and will request advance permission to disclose information where an employee has requested confidentiality.

(b) Solicitation of Prospective Donors. Once the City Manager has approved an employee's request to participate in the Program, requests may be made on the employee's behalf by a co-worker, or the employee's supervisor, all in coordination with the Human Resources Manager. The Human Resources Manager may also solicit donations on behalf of an employee on an anonymous basis.

If a potential leave recipient so desires, he or she may request leave donations on his or her own behalf. If an employee is determined by the City Manager to have exerted undue pressure in the solicitation of a leave donation, that employee shall be disqualified from participation in the Program.

(c) Completion of Leave Donation Forms; Submission to the Finance Director. Employees who wish to donate leave shall complete a standard form (available from the Human Resources Manager) containing the following:

1. The name of the donating employee;
2. The name of the employee for whom the donated leave is intended. If the donating employee wishes to donate leave to a general pool without designating a recipient, this should be indicated by writing *General Pool* on the form in place of a name. The Human Resources Manager will maintain the *General Pool* of donated leave for use by employees who are in need of leave and who do not receive adequate donations.
3. The type of leave (sick leave or vacation time) and the number of hours to be donated. (Leave may be donated in full hour increments only);
4. A certification that the donating employee will retain a balance of at least eighty (80) hours of combined sick leave and vacation time after donating.

(4) Crediting of Donated Time. Donated leave time will be credited to the sick leave balance only of the intended recipient at the time that the recipient has exhausted his or her total available sick leave balance. In

no event shall an employee be credited with more donated leave time than leave time actually consumed in connection with the absence for which leave was donated.

Additionally, donated leave time shall not be credited to a recipient employee's vacation time balance. Excess leave time shall be processed in accordance with paragraph (6) of this section.

- (5) Pay and Benefits During Donated Leave Time. Employees who are away from work on donated leave shall continue to be paid as they would be if they were using their own accumulated sick leave, until such time as the donated leave is exhausted. Such employees shall not receive more than the amount of their regular bi-weekly earnings, plus any City required medical insurance premium or payment in lieu of premium, and less any disability or worker's compensation benefit amounts that the employee receives during each such pay period. Employees using donated leave shall be considered to be in an active pay status and shall accrue sick leave and vacation time, and shall be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be credited. Donated leave time shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period.
- (6) In the event that leave donors pledge more donated time to an employee than that employee actually uses in connection with the absence for which leave was donated, that overage shall not be credited to the intended beneficiary. Instead, the time shall be re-credited to the leave donors in proportion to the amount pledged, in full hour increments. Any excess resulting from rounding in the re-crediting shall

be considered exhausted and shall no longer count as potential paid leave time for any employee's benefit.

Section 12.2 Bereavement Leave Bargaining unit employees will be provided bereavement leave for relatives as follows: the death of an employee's spouse, child (including step or foster children), parent (including step-parents), grandparent, sibling, employee's spouse's parent (including step-parents), child, sibling, provided that such leave shall not exceed four days, and such leave shall not be deducted from the balance of the employee's accumulated sick leave.

Section 12.3 Military Leave An employee who is a member of any United States military Reserve or National Guard unit and is required to engage in annual training exercises or is called to active duty, shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 12.4 Jury Duty An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be returned to the Employee kept by the employee, provided that the employee shall not be entitled to any reimbursement from the City for mileage or meals in connection with jury duty.

Section 12.5 Unpaid Personal Leave Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the City Manager. Employees shall accrue seniority for such leave up to six (6) months.

Section 12.6 Emergency Leave In the event of a serious family or personal emergency, an employee may request unpaid leave with the approval of the Chief. Such approval shall be at the sole discretion of the Chief.

~~(A) Old Bank: All bargaining unit members employed prior to January 1, 1996, have accrued sick leave. Such accrued sick leave will not increase as of December 31, 1995. This bank may only be used for "cash out" upon retirement or for extended sick leaves at the employee's then current hourly rate.~~

~~(B) Rate of Accrual: Effective January 1, 1996, a total of one and one-quarter (1-1/4) sick days shall accrue to an employee for each calendar month worked. For purposes of this Article, a day shall be eight (8) hours regardless of the amount of time worked on a regular basis. As of January 1, 1999, there shall be a single bank for sick leave use. Employees may accrue up to ninety (90) days in the current sick leave bank which originated on January 1, 1996, as outlined above.~~

~~(C) Authorized Uses: Sick Leave shall not be considered a privilege to be used at an employee's discretion, but shall be allowed only in case of necessity and actual sickness and disability of the employee or because of serious illness in the employee's immediate family which has been substantiated by a physician's certificate (in the event the leave exceeds three (3) days), or to meet dental appointments, to take physical examinations or other essential preventative medical measures. When sick leave is used due to illness in the immediate family, use of such leave will be up to three (3) days at any one time. Provided, however, any sick leave over seven (7) days within a calendar year for use attending to a member of the immediate family shall require the approval of the employer. "Immediate Family" shall include only the employee's spouse, mother, father, stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, child, stepchild, foster child, grandchild, or any other relative living in the same household.~~

~~(D) On-Duty Injury: Employees who are disabled by injury in the performance of duty shall have the difference between the amount paid by Workers' Compensation~~

~~and the employee's net wage paid by the City for a period of up to ninety (90) days maximum. Thereafter, the employee may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage until his sick leave balance is exhausted.~~

~~_____ (E) Application to Outside Employment: Use of sick leave shall not be permissible for illness or injury resulting from employment with another employer.~~

~~_____ (F) Severance Pay: An employee who retires from the City having completed at least ten (10) years of creditable pension service within the Police and Fire Disability and Pension Fund and who is receiving retirement payments from that system shall be eligible for a severance payment according to the following formula:~~

~~Severance Pay Formula~~

~~_____ Deduct the number of sick leave days used during an employee's last two (2) years of employment from the maximum number of sick leave days potentially accruable for the same time period using the annual sick leave accrual formula. Multiply the balance by the applicable dollar amount in the table below:~~

~~and the employee's net wage paid by the City for a period of up to ninety (90) days maximum. Thereafter, the employee may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage until his sick leave balance is exhausted.~~

~~_____ (E) Application to Outside Employment: Use of sick leave shall not be permissible for illness or injury resulting from employment with another employer.~~

~~_____ (F) Severance Pay: An employee who retires from the City having completed at least ten (10) years of creditable pension service within the Police and Fire Disability and Pension Fund and who is receiving retirement payments from that system shall be eligible for a severance payment according to the following formula:~~

Severance Pay Formula

~~_____ Deduct the number of sick leave days used during an employee's last two (2) years of employment from the maximum number of sick leave days potentially accruable for the same time period using the annual sick leave accrual formula. Multiply the balance by the applicable dollar amount in the table below:~~

~~Police Chief and the City Manager. Employees shall accrue seniority for such leave up to six (6) months.~~

~~Section 6. Emergency Leave. In the event of a serious family or personal emergency, an employee may request unpaid leave with the approval of the Chief.~~

~~Such approval shall be at the sole discretion of the Chief.~~

CT 2/27

TA
OR
7.27.07

Date: _____

**ARTICLE 3
RECOGNITION**

Section 1. The Employer recognizes the FOP as the sole and exclusive collective bargaining representative of all employees in the following unit: Deleted: 3.

All REGULAR PATROL OFFICERS, but excluding sergeants and above, the Chief of the Department and those individuals who, in the absence of the Chief, are authorized to exercise the authority and perform the duties of the Chief of the Department, Deputy Chief of Police, ~~patrol officers who have not completed their probationary period,~~ dispatchers, matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time, seasonal and temporary employees, professionals as defined by Ohio Senate Bill 133 and all other full-time and part-time employees. (Case No. 94-REP-07-968).

OK

Section 2. The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the OLC of any changes within the bargaining unit thirty (30) days prior to the effective date of the change.

Section 3. Resolution of Classification Dispute. In the event of a dispute between the parties as to future inclusion or exclusion from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

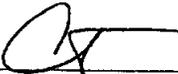
- 1st
Amendment 25% raise

~~Section 4. Probationary Employees Exempt from Grievance Procedure Provisions of this Agreement.~~ Newly hired probationary employees shall not be eligible to file a grievance under this Agreement for any disciplinary, layoff or discharge action taken by the City during their probationary period.

- OLC

For the City

For the FOP





Date: 1/24/02

Date: 1-24-02

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Date: _____

**ARTICLE 10
ANNUAL LEAVE**

Section 1. Formula. Effective in 1996, annual leave accrual shall be based upon a fraction of an hour accrual for each of the standard annual work hours in the schedule (e.g., 2,080 hours for a ~~forty (40) hour per week~~ employee) as shown below in Column 2:
each

annually
regularly scheduled

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Years of Continuous Service	Hourly Accrual	Annual Accrual
0 - 1	- 0 -	- 0 -
1 - 4	.0385 hrs.	80 hrs. (2 wks.)
5 - 9	.0577 hrs.	120 hrs. (3 wks.)
10 - 19	.0770 hrs.	160 hrs. (4 wks.)
20+	.0962 hrs.	200 hrs. (5 wks.)

This annual leave system shall become effective on an individualized basis in 1996 based upon the employee's anniversary date of employment with the City. Prior to that time, employees will continue to earn annual leave on the basis of earning weeks for service in 1995 and being able to use those weeks in 1996.

Section 2. Procedure.

(A) For purposes of this Article, length of service shall be determined by the date of hire or date of appointment. No vacation credit shall be given to any employee hired by the Employer who has previously accumulated vacation time due from another public employer.

Date: _____

(B) All off time, i.e. vacations and holidays, must be approved by the Police Chief or his designee.

Accumulation of annual leave is limited to thirty (30) days. However, an employee may carry over four (4) weeks of leave from one year to the next. Provided, however, no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation. An employee who is at the maximum accrual must take sufficient annual leave prior to the next month's accrual to accommodate that accrual. Otherwise, there is no accrual. However, an employee who does apply for such leave, and whose request is denied by the Employer shall be paid for that month's accrual at the regular hourly rate in lieu of taking the leave. Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article X, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation.

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(C) All requests for annual leave must be submitted in writing to the employee's immediate supervisor, except in the case of employees assigned to the Patrol Division who shall submit such requests to their platoon commander.

(D) Requests for blocks of annual leave of one (1) week or two (2) weeks should be made at least sixty (60) days in advance of the date upon which the leave will commence. Other blocks of annual leave beyond those scheduled for the year should be requested at least thirty (30) days in advance upon which the leave will commence.

- (1) Exceptions to the thirty- (30) day minimum notice for routine annual leave may be granted by the Chief of Police.
- (2) Emergency annual leave requests for up to one (1) work shift may be granted by the Shift Commander at any time for bona fide emergencies where the established advance notice is not possible.

(E) An employee requesting annual leave shall, within one (1) workweek of such request, be notified in writing of the approval or disapproval of the request.

(F) Annual leave requests of the block variety will be managed on a shift level by the supervisor in charge of scheduling for that particular shift. Scheduling of blocks of annual leave shall commence on the 1st of January and be completed by March 30th of each year. Each shift member shall individually be permitted an opportunity to review the vacation schedule for up to several days as authorized by the scheduling officer and request two (2) one (1) week block requests for annual leave or one (1) two (2) week block of annual leave.

Date: _____

(G) No more than two (2) weeks' vacation shall normally be granted at one time. Exceptions may be made by the Chief of Police, provided the extra time does not prohibit another employee from receiving their requested leave.

(H) The Chief of Police shall be the final determining authority in all matters pertaining to this policy.

Section 3. Holiday Occurrence. When a holiday occurs on an employee's annual leave day, the employee shall not receive holiday pay, nor shall he be charged an annual leave day. He shall, however, receive his regular, straight-time pay for that day.

Section 4. End of Employment Applications.

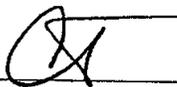
(A) Death: If an employee, while in the City's services, dies and there is remaining to his credit days of annual leave, it shall be payable to the following classes in the following order of priority:

- (1) A named beneficiary whose name has been filed by said employee with the City Personnel Department;
- (2) When not having so filed a named beneficiary, to their spouse;
- (3) When not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.

(B) Other Separation: An employee who retires or resigns from the service of the City or who is terminated or discharged due to a City-initiated reduction in force shall be entitled to receive a lump sum payment of all accumulated annual leave at the employee's current hourly rate.

For the City

For the FOP





Date: 1-24-02

Date: 1-24-02

Date: _____

**ARTICLE 17
GRIEVANCE PROCEDURE**

Section 17.1 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

Section 17.2 A grievance is defined as a claim or dispute by an employee arising out of the application or interpretation of this Agreement, under express, written provisions of this Agreement, and shall be processed in the following manner:

- Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.
- Step 2:** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the employee's immediate supervisor within seven (7) work days after that meeting. Thereafter, within seven (7) work days after the filing of the grievance, a meeting will be held among the appropriate management representatives, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) work days of this meeting, the management representative shall issue a written answer to the grievance.
- Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) work days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 decision is in error. The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) work days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) work days after the end of the meeting.

Step 4: If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the City Manager or his/her designated representative within seven (7) work days after the receipt of the Step 3 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 3 decision is in error. The City Manager or his designated representative shall reply in writing within ten (10) work days thereafter.

Section 17.3 A group grievance or termination grievance may be brought at Step 3 of the grievance procedure.

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Written grievances must be filed in the proper form (see Attachment A) and contain the following information:

- (1) date and time grievance occurred;
- (2) description of the incident giving rise to the grievance;
- (3) provisions of the Agreement violated;
- (4) relief requested; and
- (5) signature of the employee.

Section 17.4 Arbitration Procedure.

(A) If the grievance remains unresolved following the decision of the City Manager, the Union may submit said grievance to arbitration under the rules of the Federal Mediation and Conciliation Service or another mutually agreed third party, such action to be filed with FMCS or the other mutually agreed third party within thirty (30) calendar days following the decision of the City Manager. If FMCS is chosen, the panel shall be from the National Academy Panel where possible. Either party may request a second panel from FMCS. If the Union fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(B) The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

(1) The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall provide the parties with a decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all parties as to the matter in dispute.

(2) Nothing in this section limits the right of the parties to be represented by legal counsel during the arbitration process.

(3) Each party shall pay the expenses of their own representatives, and they shall equally share the cost of the Arbitrator.

(4) If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

(5) Any award recommended by the Arbitrator may be retroactive to the date the grievance was submitted at Step 1 or up to an additional five (5) days if the event occurred within this time period. In no case shall a grievance be deemed to have occurred prior to the effective date of this Agreement, except as specifically acknowledged and identified in writing by the parties on the date this Agreement is signed.

Section 17.5 Time Limitations.

(A) A grievance must be filed within seven (7) work days from the occurrence of the alleged violation or within seven (7) work days of reasonable knowledge of the incident.

(B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.

(C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

Section 17.6 The FOP shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 17.7 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure shall be final, conclusive and binding on the Employer, the FOP and the employees.

For the City



Date: 1-24-02

For the FOP



Date: 1-24-02

**ARTICLE 19
MISCELLANEOUS**

Section 19.1 Reimbursement of Training Expenses. If an employee voluntarily terminates his/her employment with the City within one (1) year from initial date of employment, the employee will reimburse the Employer for the cost to the Employer of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the Employer.

Section 19.2 Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

Section 3. Bulletin Board. The Employer will provide the Union reasonable space on a bulletin board in a non-public area. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meeting notices, legislative enactments, decisions of the State Employment Relations Board (SERB), and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or which impair the operation of the department, or which constitute partisan political campaign material.

Where the Employer finds material posted on the bulletin board to be objectionable as violative of this Agreement, it will consult with the Union and state, in writing, its objection. The material in question shall be promptly removed from the bulletin board by the Union. In the event that the Union fails to remove the objectionable material, the Employer may do so. The Union may pursue the matter through the grievance procedure for resolution.

Section 4. An employee has the right to the presence and advice of an FOP representative at all disciplinary interrogations.

Date: _____

Section 5. Internal Union Business.

(A) **Duty Hours:** The internal business of the Union shall be conducted during non-duty hours. This does not apply to time spent in contract administration or grievance processing.

(B) **City Facilities, Vehicles and Equipment:** Use of Employer's facilities to conduct internal Union business shall be allowable by permission of the Chief of Police and at his sole discretion, but shall not be unreasonably denied. Requests to use the Employer's facilities shall be made at least one (1) week in advance of the meeting date.

City vehicles, equipment, supplies, devices or on-duty employees shall not be used in the support of internal Union business activities or Union meetings. The initiation, typing and filing of a grievance shall be exempt from this paragraph.

~~**Section 6.** The City shall pay for gas, parking and meal expenses incurred during mandatory training upon the submission of receipts, for all members in the bargaining units. The City shall pay per diem as outlined in Administrative Directive #99-02, Feb. 1999, as such directive may be amended from time to time.~~

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Where the City has provided permission for an employee to use his personal vehicle for City business, the employee shall be reimbursed at the rate of ~~thirty-two cents (\$0.32) per mile or I.R.S. stated level which is applicable for such use~~ current I.R.S. rate at the time.

Section 7. The City agrees to operate and maintain a safe working environment as far as practical for all bargaining unit members.

Section 8. The parties shall comply with all applicable federal and state OSHA laws and rules and regulations.

Section 9. Employees must report, within a reasonable time in writing, any unsafe conditions relating to police operations to their immediate supervisor.

Section 10. The City shall not knowingly mandate that an employee operate any unsafe equipment. If, however, the Officer-in-Charge concludes that the equipment is safe, it is the responsibility of the employee to operate such equipment subject to the grievance/arbitration procedure.

For the City

For the FOP


Date: 1/24/02


Date: 1-24-02