

William C. Heekin

5252 Adena Trail
Cincinnati, OH 45230
Ph: 513-241-7644
Fax: 513-559-1786
wcheekin@fuse.net

STATE EMPLOYMENT
RELATIONS BOARD

2014 MAR 28 PM 2: 16

March 25, 2014

Michelle T. Sullivan
Allotta, Farley Co., L.P.A.
2222 Centennial Road
Toledo, OH 43617

James Walter
Lucas County Prosecutor's Office
711 Adams Street, 2nd Floor
Toledo, OH 43604

RE: SERB Case No(s): 2013-MED-09-1169, 2013-MED-09-1170, 2013-MED-09-1171; Ohio Patrolmen's Benevolent Association – Sylvania Township; impasse/fact finding

To Each:

Enclosed, please find two (2) copies of the **REPORT OF THE FACT FINDER**. Also, enclosed is a copy of the INVOICE.

It has been a privilege to have served as fact finder.

Cordially yours,



William C. Heekin

WCH:bwh
enclosure

cc: Mary Laurent ✓

2014 MAR 28 PM 2: 16

IN THE MATTER OF IMPASSE

BETWEEN

SYLVANIA TOWNSHIP, OHIO

AND

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(OPBA)

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REPORT OF
THE FACT FINDER

SERB FILE NOS.: 2013-MED-09-1169, 1170, 1171

HEARING: March 11, 2014; Sylvania Township, Ohio

FACT FINDER: William C. Heekin

APPEARANCES

For the Township

James Walter, Attorney

For the Union

Michelle T. Sullivan, Attorney

BACKGROUND

By way of a letter from the State Employment Relations Board (SERB) dated January 13, 2013, the undersigned was appointed to serve as a fact finder regarding a successor labor contract, negotiations impasse. This impasse involves Sylvania Township, Ohio and three bargaining units represented by OPBA (“the Union”) which in total pertains to approximately 60 employees of the Sylvania Township Police Department (“the Department”): All full-time Patrol officers; all full-time Sergeants and Lieutenants; and a unit that is comprised of Chief Dispatchers, Dispatchers, Secretaries, Administrative Secretary, Record Clerks and Property Manager.

On March 11, 2014, the Parties met as scheduled for a fact finding hearing at the Township Office in Sylvania, Ohio. The undersigned conducted a mediation session in lieu of a formal fact finding hearing. During this process, the Parties discussed, in detail, all relevant evidence which they believed supported their respective positions on each of the outstanding issues. The undersigned then utilized the information each party presented to him by mediating with the Parties in helping them reach the outcome on each issue set forth in this report and recommendation. In addition, there was considerable discussion regarding the disciplinary process as applied to suspensions and terminations in the context of the Ohio Revised Code, and past practice. The Parties also discussed with the Fact Finder in detail the progression during negotiations on the issue of leave donation policy. Accordingly, the issues presented for fact finding and mediation are: Article 24, Wages; Article 25, Insurance; Article 9, Disciplinary Procedures; Article 21, Sick Leave; and Article 26, Uniforms and Equipment. While each bargaining unit has its own collective bargaining agreement, most provisions contain the same

language. The relevant exceptions in this case are the Uniforms and Equipment article and the Wage scales. The Rate of Pay paragraph is the same for all units.

FINDINGS AND RECOMMENDATIONS

The undersigned submits the following recommendations in accordance with the criteria set forth in O.R.C. 4117.14:

* * *

- Past collectively bargained agreements between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service,
- The lawful authority of the public employer.
- Any stipulations of the parties.
- Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

* * *

1.

Article 9 – Discipline

Union’s Position: Current language.

Township’s Position: A number of changes in contract language regarding the disciplinary procedure for imposing suspensions, removals and terminations under Sections 9.03 and 9.04 as to each of the three collective bargaining agreements.

It is recommended that the following contract language be adopted:

ARTICLE 9

DISCIPLINARY PROCEDURES

9.01 Reprimands. When it becomes necessary for a Supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee.

In the event that a Supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in his official personnel record. The Supervisor shall provide the employee with a copy of the Supervisor's notations. The employee shall acknowledge receipt of same by writing his badge number and dating the original copy of the record. An employee may request that the Supervisor giving the reprimand cause the reprimand to be reduced to writing, but, in such event, the reprimand shall remain a verbal reprimand.

In the event that a written reprimand is issued that is to be made a part of the official personnel record of an employee, the employee shall acknowledge receipt of same by writing his badge number and dating the original copy of the record. The employee shall have ten (10) days in which to request, in writing, a hearing before the Chief of Police or his designee, if he so desires.

9.02 Counseling. When it becomes necessary for a Supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being placed in the employee's official personnel record, and the employee shall acknowledge receipt of same by writing his badge number and dating the original.

9.03 Hearings Before Chief of Police. When the Chief of Police has reason to believe that an employee has committed any of the offenses enumerated in Section 505.491 of the Ohio Revised Code, the employee shall be notified of the nature of the offense(s) and shall be permitted the opportunity to have the matter heard by the Chief of Police or his designee *in lieu of the Chief immediately presenting the case to the Board for the filing of charges. If the employee does not desire to have a Chief's hearing, the matter shall proceed directly to the Board as enumerated in ORC Section 505.491.* An employee desiring to have a hearing with the Chief shall make a written request to the Chief of Police and shall also sign a written waiver of any right to have such written charges filed immediately by the Employer in accordance with Section 505.491 of the Ohio Revised Code. Any such hearing before the Chief of Police or his designee will be held within thirty (30) days after the employee makes the written request and signs the written waiver. The employee may, at his discretion, be represented at such hearing by the Union. The Chief of Police or his designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the matter. Within five (5) days of the close of the hearing, he shall review the matter and render a fair and just decision based on the evidence submitted at the hearing and a notice of his decision shall be sent to the employee and to the Union, if the employee has elected to have Union representation at the hearing before the Chief of Police.

absences will be covered by the use of personal time, compensatory time, and vacation time, in that order

21.03 Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee.
2. Serious illness or injury of an employee's immediate family (as defined in Article 20, Leaves of Absence, Section 2(A), Bereavement Leave) who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family.
3. Death of any of those members of the employee's family enumerated in Article 19, Leaves of Absence, Section 2(B), Bereavement Leave.

21.04 Reporting of Absence. An employee who is to be absent from work on a scheduled workday shall be required to notify the Department at least two (2) hours prior to reporting time, unless the circumstances are such that it is not reasonably practicable to do so. If the employee knows at the time of reporting off that the period of absence is to exceed one (1) day, the employee shall make it known at that time.

21.05 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. A certificate stating the nature of the illness, dates of absence required, and a return to work date (if known) from a licensed physician shall be required to justify the use of sick leave when the period of absence exceeds three (3) consecutive calendar days. The employee shall make every reasonable attempt to submit the certificate to the Chief or his designee, no later than the 4th day of absence.

21.06 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid and shall be subject to disciplinary action. Excessive absenteeism will be handled in accordance with Sylvania Township's Attendance Policy

The parties agree that this section does not limit or abridge the employer's right to promulgate and enforce reasonable work rules pertaining to excessive absenteeism.

21.07 Sick Leave Bonus Days. Employees who work three (3) consecutive calendar months (Jan. - Mar., April-June, July-Sept., Oct. - Dec.) in the calendar year without missing more than three (3) scheduled work time hours for reasons other than paid vacations, comp time or holidays, approved bereavement leave, military leave, personal leave, sick leave bonus days or jury duty will be eligible for eight (8) hours of time off with pay, not to exceed thirty-two (32) hours bonus time earned in any calendar year. Employees who are granted a bonus day each of the four (4) calendar quarters shall be granted one (1) extra bonus day for the following year. At the end of the calendar year, employees may elect to carry over a maximum five (5) bonus days into the following calendar year. All bonus days banked as of 3/1/05 may remain banked. All

sick leave bonus days shall be scheduled at a mutually agreeable time that does not cause overtime.

21.08 Limited Duty During Leave. An employee on an approved sick or injury leave may, at the Employer's discretion, be required to work, or be assigned other duties or limited duties, during the period of disability. If the employee's physician objects to such assignment, the employee shall not be required to perform such light duties until examined by a physician selected through Occupational Care Consultants or Occu Health and paid for by the Township. If the two physicians are not in agreement, the employee will be examined by a third physician mutually agreed upon by the employee and at the Township's expense. This physician's determination of the employee's capacity to perform such light or restricted duties shall be final as to the employee's eligibility for light duty. This Section does not guarantee that a light duty position will/will not be available. Assignments made under this Section shall not be subject to the Grievance Procedure.

21.09 Family Leave/Disability Laws. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. It shall not be a violation of this Agreement for the Employer to exercise discretion given employers under the Family and Medical Leave Act.

SYLVANIA TOWNSHIP

POLICY

ATTENDANCE

Employees of Sylvania Township are engaged in the performance and delivery of services vital to the people of our community. In order to ensure the efficient delivery of these services, acceptable attendance on the part of everyone is our goal. Recurring and excessive absenteeism is disruptive to Township operations, is costly to the Township and its citizens, and detrimental to the morale and efforts of employees who maintain a good work record. Therefore, it is the policy of Sylvania Township to seek acceptable attendance on the part of its employees.

Sylvania Township is committed to controlling the sick leave usage of all employees. In order to enforce this policy, the Township will take corrective action against employees who are excessively absent. Excessive absenteeism will be handled in accordance with the procedure set forth below, provided that in doing so it will not act in violation of any current labor agreement.

Prior to the implementation of any revision to this Attendance Policy, the proposed changes will be provided to all employees and/or their representatives thirty (30) days in advance of the desired date of implementation at which time the revisions will be open for discussion. The Township agrees to meet for discussion of the proposed policy changes upon written

request from the applicable labor organization. This Policy is subject to the grievance procedures contained within any bargaining unit of the Township.

For the purposes of this policy, any references such as “he” or “him” shall be gender neutral and thus shall be applicable to both male and female employees.

Procedure:

A. General Standard

Sick pay is limited to necessary absences from duty due to illness or injury of the employee or the illness of an immediate family member. While receiving sick pay, employees are to care for their illness or that of immediate family member.

B. Specific Procedures

1. Employees are expected to begin work at the start of their scheduled workday. When an employee is absent or tardy, they are expected to report to their immediate supervisor or other designated person the absence or tardy and the date and time they expect to return. This must be completed within the time frame specified in respective union agreement, department guidelines, or policy manual.
2. If an employee cannot return to work by the estimated return date, he must notify his immediate supervisor or other designated person providing the same information as stated above in paragraph 1.

If an employee believes his absence may be covered under Family Medical Leave (see Sylvania Township Family Medical Leave Policy), he should contact the Township Administration Office.

3. Employees shall be required to complete a form within the Township’s computer payroll program, justifying the time off, within 24 hours of their return to work.
4. Employees may request a medical leave of absence when an injury or illness extends for more than three (3) consecutive calendar days. The Employee shall make every reasonable attempt to furnish their department head or designee a statement from their physician (stating the nature of the illness, the days of required absence and a return to work date) no later than the 4th day of absence. Employees returning to work after an injury or illness attended by a physician may be required to present a fitness for duty certificate or a physician’s statement indicating the employee is capable of performing their regular duties. The Department Head must request said fitness for duty certificate within 7 business days from the employee’s return date.

5. Any absence from duty as a result of claimed illness or injury may be investigated during normal working hours.

Employees who fail to comply with Section (B) 1 - 4 above or who demonstrate a pattern of questionable absences may not be paid for the time off and may be subject to disciplinary action up to and including discharge.

An employee, while on approved sick leave and disabled from performing physical work, shall not engage in other physical employment without prior approval from the Department Head. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including discharge.

Corrective Disciplinary Procedure

For the purposes of this section, "approved leave" shall include absences of more than three (3) consecutive calendar days, pursuant to a statement from the attending Physician or Family Medical Leave, upon approval of Department Head or Township Administration.

For the purposes of this section "compensable" shall include: filed and certified workers compensation leave.

Excessive use of sick leave without being on an approved leave of absence, FMLA, Bereavement Leave, or a compensable injury will be viewed as a work rule violation and will result in corrective progressive discipline action. For the purpose of implementing corrective progressive discipline, the following procedures are established.

- A. When an employee has utilized 40 hours of sick leave other than FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, in any calendar year, the immediate supervisor will be notified. The supervisor will give verbal notification to the employee and discuss this policy with the employee.
- B. When an employee has utilized **54** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's immediate supervisor will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the WRITTEN warning step of the progressive procedure.
- C. When an employee has utilized **62** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's immediate supervisor will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the 2nd and Final WRITTEN warning step of the progressive procedure.

- D. When an employee has utilized **70** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a three (3) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

- E. When an employee has utilized **78** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a five (5) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

- F. When an employee has utilized **104** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor and Township Administration will be notified. The employee may be subject to DISCHARGE. The applicable labor organization shall be notified, in writing of any discharge.

The accumulation of Warnings and Suspensions will be on-going and will be utilized as follows:

Records of documented Warnings and/or suspensions placed in an Attendance File as a result of a violation of this Policy, shall not be considered in future disciplinary proceedings after a period of six (6) months, providing the employee receives no additional warnings and/or suspensions during the six (6) month period. Records of documented warnings and/or suspensions placed in an Attendance File will not be used when considering disciplinary action outside the scope of this policy.

Any employee who demonstrates an excessive pattern in sick leave usage as determined by the department head will be subject to disciplinary procedures.

Each employee is responsible for knowing the number of hours he or she has been absent. Records of absences shall be available for review on the Township's Time Keeping System. The Township's intent in instituting this policy is to encourage acceptable attendance, reduce absenteeism and correct excessive absenteeism on the part of its employees.

Progressive Disciplinary Procedure:

- Step 1 Verbal Notification
- Step 2 1st Written Warning
- Step 3 2nd and Final Written Warning
- Step 4 3 Day Unpaid Suspension
- Step 5 5 Day Unpaid Suspension
- Step 6 Discharge

The Chief shall be responsible for investigating and imposing discipline in accordance with these attendance procedures. The procedure set forth in Article 9, Discipline, shall not apply to the investigation imposition of discipline under the attendance procedure; however, any discipline imposed under this section may be appealed by initiating a grievance at Step 3 of the grievance procedure.

21.10 Leave Donation

Eligible employees shall be allowed to voluntarily donate accrued by unused sick leave on a limited basis to another eligible employee who has a qualifying serious injury or illness, or who has a covered family member with a serious injury or illness as defined below. Under no circumstances shall an employee be directly solicited or forced to donate leave.

Eligible Employee (requestor) – Must have completed their initial probationary period and have no available leave time (sick, vacation, compensatory, personal, bonus, etc.) Requestor must have a qualifying serious illness or injury or have an immediate family member who has such, substantiated by medical certification. Requestor cannot be receiving workers' compensation or PERS disability, and cannot have active discipline in their file related to excessive use of sick leave, abuse of sick leave, or patterned use of sick leave. Requestor must have satisfied a three (3) consecutive work day waiting period, unpaid.

Eligible Employee (Donator) – Any bargaining unit member in active pay status with a two-hundred (200) hour sick leave balance after deducting the total donated hours.

Qualifying Illness or Injuries of Self or Immediate Family Member – FMLA guidelines will be used to determine qualifying illnesses and injuries and the definition of an immediate family member.

Donated Time – Time must be donated in eight (8) hour blocks. Hours will only be used to cover the work hours that the affected employee would have regularly been scheduled to work. Any donated, but unused time shall be returned to the donor. Donated time cannot be converted to cash.

Requestor Application – Eligible employees requesting donated sick time must complete and submit a "Request for Donated leave" form to the Chief of Police. Requests for donated time shall not exceed three (3) months per calendar year, unless otherwise permitted based on individual circumstances. Upon determining that an employee is eligible for a donation, the Chief shall immediately notify bargaining unit members of the need for a sick leave donation.

Donator Application – Employees who wish to donate sick hours must complete a "Leave Donation Form" and submit it to the Police Chief. The Chief will date/time stamp each form. The donated leave shall be used in the order in which it was donated. In the event there are multiple donors giving more than eight (8) hours each, the donation will be taken eight (8) hours per person before going back and deducting in excess of eight (8) hours from any individual.

3.

Article 24 – Wages

Union Position: As to the Patrol officers and the Sergeants/Lieutenants, a 4% increase effective January 1, 2014, 2015, and 2016. As to the non-uniformed employees bargaining unit, a 5% increase effective January 1, 2014, as well as a 4% increase in both 2015 and 2016.

Township’s Position: As to the Patrol officers and the Sergeants/Lieutenants, a 2% increase effective the first pay period in January, 2014, 2015, and 2016. As to the non-uniformed employees bargaining unit, a 2% increase effective the first pay period in January, 2014, as well as a 2% increase in both 2015 and 2016. As all three units, there be one year between each step as to new employees hired after January 1, 2014.

It is recommended that the following contract language be adopted:

ARTICLE 24 WAGES (Dispatchers’ Bargaining Unit)

24.01 Rate of Pay. Effective the first pay period in January 2014, rates of pay shall be increased by 3.5%. Effective the first pay period in January 2015, rates of pay shall be increased by 3.0%. Effective the first pay period in January 2016, rates of pay shall be increased by 2.75%. . *There shall be one year between each step for new employees hired after January 1, 2014.*

Chief Dispatcher

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$23.27	\$24.61	\$26.03	\$27.51	\$29.09
1/1/2015	\$23.97	\$25.35	\$26.81	\$28.34	\$29.96
1/1/2016	\$24.63	\$26.05	\$27.55	\$29.12	\$30.78

Dispatcher

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$20.70	\$21.88	\$23.13	\$24.47	\$25.86
1/1/2015	\$21.32	\$22.54	\$23.82	\$25.20	\$26.64
1/1/2016	\$21.91	\$23.16	\$24.48	\$25.89	\$27.37

Property Manger

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$17.83	\$18.87	\$19.94	\$21.09	\$22.41
1/1/2015	\$18.36	\$19.44	\$20.54	\$21.72	\$23.08
1/1/2016	\$18.86	\$19.97	\$21.10	\$22.32	\$23.71

Administrative Secretary

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$17.63	\$18.64	\$19.71	\$20.84	\$22.04
1/1/2015	\$18.16	\$19.20	\$20.30	\$21.47	\$22.70
1/1/2016	\$18.66	\$19.73	\$20.86	\$22.06	\$23.32

Record Clerk

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$16.75	\$17.71	\$18.73	\$19.80	\$20.94
1/1/2015	\$17.25	\$18.24	\$19.29	\$20.39	\$21.57
1/1/2016	\$17.72	\$18.74	\$19.82	\$20.95	\$22.16

Secretary

Year	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$15.04	\$15.92	\$16.83	\$17.78	\$18.81
1/1/2015	\$15.49	\$16.40	\$17.33	\$18.31	\$19.37
1/1/2016	\$15.92	\$16.85	\$17.81	\$18.81	\$19.90

24.02 Shift Premium. **Current contract language.**

24.03 Senior Dispatcher. A Senior Dispatcher shall be appointed on each shift when the Chief Dispatcher is not present at a console for a period of more than one (1) hour. The appointment shall be made on the basis of seniority. The Senior Dispatcher shall be in charge of the dispatchers working that shift, and shall be assigned such duties as determined within the discretion of the Chief, within the parameters of the collective bargaining agreement. The Senior Dispatcher shall receive an additional four (4%) percent times the employee's base hourly rate (including shift premium, if applicable) per hour worked.

24.04 Dispatch Training Officer. **Current contract language.**

24.05 Wages When Promoted. **Current contract language.**

24.06 Longevity Payments. **Current contract language.**

ARTICLE 24 WAGES (PATROL OFFICERS)

24.01 Rate of Pay. Effective the first pay period in January, 2014, rates of pay shall be increased by 3%. Effective the first pay period in January 2015, rates of pay shall be increased by 2.75%. Effective the first pay period in January 2016, rates of pay shall be increased by 2.75%. *There shall be one year between each step for new employees hired after January 1, 2014.*

Police Officer

<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1/1/2014	\$24.93	\$26.35	\$27.87	\$29.47	\$31.17
1/1/2015	\$25.62	\$27.07	\$28.64	\$30.28	\$32.03
1/1/2016	\$26.32	\$27.81	\$29.43	\$31.11	\$32.91

24.02 Shift Premium. **Current contract language**

24.03 Longevity Payments. **Current contract language**

24.04 Special Assignments. **Current contract language**

ARTICLE 24 WAGES (Sergeants and Lieutenants)

24.01 Rate of Pay. Effective the first pay period of January 2014, all rates of pay shall be increased by 3%. Effective the first pay period of January 2015, rates of pay shall be increased by 2.75%. Effective the first pay period of January 2016, rates of pay shall be increased by 2.75%. *There shall be one year between each step for new employees hired after January 1, 2014.*

Sergeant

<u>Year</u>	<u>Hourly</u>	<u>Hourly</u>
1/1/2014	\$33.29	\$35.04
1/1/2015	\$34.21	\$36.00
1/1/2016	\$35.15	\$36.99

Lieutenant

<u>Year</u>	<u>Hourly</u>	<u>Hourly</u>
1/1/2014	\$37.45	\$39.44
1/1/2015	\$38.48	\$40.52
1/1/2016	\$39.54	\$41.63

24.02 Shift Premium. **Current contract language.**

24.03 Longevity Payments. **Current contract language..**

24.04 Special Assignments. **Current contract language.**

4.

Article 25 - Insurance

Union's Position: Language that maintains the continued use of a health insurance committee and defines the premium sharing between employer and employee. In addition, it proposes an increase in the life insurance benefit.

Township's Position: The following changes to Article 25:

25.01 Benefits. The Employer shall provide insurance benefits, (Medical, Vision, Dental and Prescriptions) as offered to all employees as recommended by the Sylvania Township Insurance Committee and approved by the Sylvania Township Board of Trustees. ~~For March 1, 2011 through December 31, 2011, an exception will be made to the recommended insurance to provide that mail order prescriptions will include a co-pay of \$15.00 for Generic prescriptions, \$35.00 for Formulary prescriptions, and \$65.00 for Non-formulary prescriptions.~~

~~25.02 Employee Contributions. Effective October 1, 2008, employee contributions toward the cost of medical insurance shall be ten (10%) percent of the projected monthly cost (e.g., premium or actuarial estimates~~

~~25.03 Opt Out. Employee opt out provisions shall be determined and set forth by the Employer.~~

25.04 Life Insurance. The Employer shall provide a fifteen thousand (\$15,000.00) dollar group term life insurance plan covering employees in the bargaining unit.

25.05 Applicable Laws. Should either the State or Federal statute(s) mandate that the parties to this Agreement participate in a national or state health care plan or system, the parties agree that the level of health care benefits currently provided to the employees covered by this Agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this Agreement, provided that doing so is not violative of law.

It is recommended that the following contract language be adopted:

25.01 Benefits. The Employer shall provide insurance benefits, (Medical, Vision, Dental and Prescriptions) as offered to all employees as recommended by the Sylvania Township Insurance Committee and approved by the Sylvania Township Board of Trustees.

25.02 Employee Contributions. Effective October 1, 2008, employee contributions toward the cost of medical insurance shall be ten (10%) percent of the projected monthly cost (e.g., premium or actuarial estimates

25.03 Opt Out. Employee opt out provisions shall be determined and set forth by the Employer.

25.04 Life Insurance. The Employer shall provide a twenty thousand (\$20,000.00) dollar group term life insurance plan covering employees in the bargaining unit.

25.05 Applicable Laws. Should either the State or Federal statute(s) mandate that the parties to this Agreement participate in a national or state health care plan or system, the parties agree that the level of health care benefits currently provided to the employees covered by this Agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this Agreement, provided that doing so is not violative of law.

5.

Article 26 – Uniforms and Equipment

Union’s Position: An increase in the annual uniform allowance with the allowance being paid by way of a separate pay check.

Township’s Position: Current language except as to a housekeeping change regarding the second paragraph of Section 26.02 which previously stated “Beginning in October 2005, and each October thereafter. . .”.

It is recommended that the following contract language be adopted:

(Dispatchers, Secretaries and Clerks)

ARTICLE 26 UNIFORMS AND EQUIPMENT

26.01 Initial Issue. **Current contract language**

26.02 Uniform Allowance. The Employer shall determine the appropriate uniform to be worn by employees and employees shall be required to be in proper uniform upon reporting to duty. After an employee has been employed for twelve (12) calendar months, the Employer shall provide a uniform allowance of five hundred (\$500.00) dollars per year for each employee for the purchase, alteration and/or repair of approved uniforms; said payments shall be made by separate check in two (2) equal payments of two hundred fifty (\$250.00) dollars in April and October of each calendar year. The first payment shall be received by new employees in the April or October following the twelve (12) months.

26.03 **Current contract language**

(Patrol and Sergeants and Lieutenants)

ARTICLE 26 UNIFORMS AND EQUIPMENT

26.01 Initial Issue. **Current contract language**

26.02 Uniform Allowance. The Employer shall determine the appropriate uniform to be worn by employees and employees shall be required to be in proper uniform upon reporting to duty. After a police officer has been employed for 12 calendar months, the Employer shall provide a uniform allowance of six hundred (\$600.00) dollars per year for each uniformed police officer and seven hundred (\$700.00) dollars for each non-uniformed officer for the purchase, alteration and/or repair of approved uniforms; said payments shall be made by separate check in two (2) equal payments in April and October of each calendar year. The first payment shall be received by new employees in the April or October following the 12 months.

Each October, the Employer shall provide a winter coat as approved by the Chief of Police, for a total of twenty (20%) percent of the Uniformed and twenty (20%) percent of the

Non-Uniformed Officers per year by seniority resulting in each officer receiving one (1) new coat every five (5) years.

In the event any component of the employee's uniform is damaged in the line of duty in a fashion that causes the uniform component to be unusable, the Employer agrees to replace the uniform component outside of the uniform allowance. The employee agrees to document the manner in which the uniform component(s) was damaged in the appropriate report(s).

All uniforms provided or purchased shall remain the property of the Employer and must be returned in acceptable condition to the Employer when the employee's employment with the Employer ends for any reason.

26.03 Protective Vests. **Current contract language.**

6.

It is recommended that all tentatively agreed upon contract provisions be adopted.



William C. Heekin
March 25, 2014
Cincinnati, Ohio