

RESOLUTION NO. CR-76-93

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

WHEREAS, the city has reached a tentative agreement with the dispatchers labor representatives, the Fraternal Order of Police, Ohio Labor Council, Inc.; and

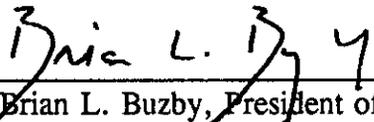
WHEREAS, the three (3) year agreement meets the requirements outlined by the State Employment Relations Board; and

WHEREAS, said agreement will be effective October 1, 1993 and expire October 1, 1996.

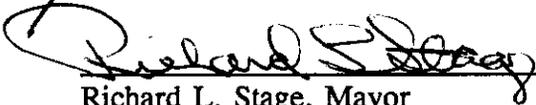
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Mayor is hereby authorized to sign the attached Exhibit "A", being a labor contract between the City and the Fraternal Order of Police, Ohio Labor Council.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

  
\_\_\_\_\_  
Brian L. Buzby, President of Council

Passed: 11/15/93  
Effective: 11/15/93

  
\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

  
\_\_\_\_\_  
Tami K. Kelly, Clerk of Council

I Certify that this resolution is correct as to form.

  
\_\_\_\_\_  
Thomas R. Clark, Director of Law

## ARTICLE 1

### CONTRACT

**Section 1. Contract.** This Contract is made between the City of Grove City, hereinafter referred to as the City, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC.

**Section 2. Purpose.** This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its employees, and the FOP/OLC.

**Section 3. Legal Reference.** This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law pertaining to wages, hours, terms and other conditions of employment. This Contract is meant to comply with the Family and Medical Leave Act and the Americans with Disabilities Act.

Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Contract be restrained by any such tribunal pending final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been invalid or has been restrained. In the event of invalidation of any portions of the Contract by a court of competent jurisdiction and upon written request by either party, the parties of this Contract shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

**Section 4. Sanctity of Agreement.** No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Contract must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Any past economic benefit and benefits provided in ordinances in existence prior to the effective date of this Agreement, which are not specifically addressed in this Contract, shall not be altered except by negotiations between the parties. The Bargaining Unit chairperson or designee shall be allowed to use any form of leave to attend the state FOP/OLC conference. Negotiating team members will be considered to be on duty while attending negotiating sessions scheduled during their scheduled hours of work.

**Section 5. Enforceability of Contract.** The City asserts and believes that the provisions of this Contract are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power.

## ARTICLE 2

### RECOGNITION

**Section 1. Recognition.** The City hereby recognizes the FOP/OLC as the sole and exclusive bargaining agent for the purposes of collective bargaining in any and all matters relating to wages, hours, terms and other conditions of employment of all Bargaining unit members. There is established one (1) Bargaining unit within this Contract consisting of all regular full-time dispatchers. Excluded from inclusion in either Bargaining unit, and thereby from coverage within this Contract are all other positions. Reference throughout this Contract to Bargaining unit members shall mean all employees within the Bargaining unit, unless specified otherwise.

**Section 2. Dues Deduction.** The City agrees to deduct FOP/OLC membership dues, in the amount certified by the FOP/OLC to the City, the first pay period of each month from the pay of any Bargaining unit member requesting same. If a dues deduction is desired, the Bargaining unit member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll clerk. The City agrees to furnish to the Assistant Executive Director of the FOP/OLC, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Bargaining unit members for whom dues deductions were made. Nothing herein shall prohibit Bargaining unit members covered by this Contract from submitting dues directly to the FOP/OLC. The City agrees to meet with the FOP/OLC to discuss adding additional payroll deductions should the FOP/OLC develop additional member benefits. Should the City concur that these programs are beneficial to Bargaining unit members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

**Section 3. Indemnification.** The FOP/OLC shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability asserted against the City by reason of any deductions paid to the FOP/OLC by the City.

**Section 4. FOP/OLC Liability to Non-Members.** Any employee who is not a FOP/OLC member shall reimburse the FOP/OLC for the actual costs of any service rendered by the FOP/OLC in its representation of the employee including the costs associated with the FOP/OLC's engagement of legal counsel and the arbitration's fees and or

expenses. The FOP/OLC may require that the employee make an advance payment to the FOP/OLC as a security for costs prior to the FOP/OLC rendering of the services.

### ARTICLE 3

#### NON-DISCRIMINATION

**Section 1. Non-Discrimination.** Neither party will discriminate against any member based on age, sex, marital status, race, color, religion, national origin, disability or political affiliation. The City agrees not to discriminate against any member on the basis of his membership or non-membership in the FOP/OLC, nor to discriminate, interfere, restrain or coerce any member because of or regarding his activities as a member or other representative of the FOP/OLC. The FOP/OLC, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any dispatcher to become and remain a Bargaining unit member of the FOP/OLC, and the FOP/OLC members agree not to let membership or non-membership in the FOP/OLC affect their on-the-job relationship with co-workers. All references in this Contract of the male gender shall be construed to be equally applicable to females.

### ARTICLE 4

#### REPRESENTATION

**Section 1. FOP/OLC Official.** The highest ranking FOP/OLC official in the Bargaining unit, upon election to that post and as long as he continues in that or a higher post (or until another Bargaining unit member is elected to a higher FOP/OLC post, in which case this Section becomes applicable to him when he takes office), may be permitted sufficient time off during the workweek to attend to FOP/OLC and Contract matters within his capacity. Such permission shall not be unreasonably denied. Whenever such highest ranking FOP/OLC official is absent due to approved leave (i.e. sick leave, injury leave, vacation leave, etc.) or City Administration authorized training which is of a duration of more than five (5) workdays, the next highest ranking FOP/OLC official who is a member of the Bargaining unit shall perform these functions during such absence. During such service in this post, the above designated FOP/OLC officials shall continue their entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Bargaining unit member as though they were at all times performing their job related duties.

During their terms in office, FOP/OLC officials shall continue to be required to report to their supervisors at their assigned shift starting time, and they shall be required to apprise their supervisors of their whereabouts at all working times while they are performing the duties allowed by this Article. In addition, the FOP/OLC officials will be required to drop or forego any of

their activities allowed by this Article, upon the direction of their supervisors, for the purpose of assisting in emergencies. But for an emergency situation, sufficient time to perform FOP/OLC functions will not be unreasonably limited by the City or the supervisors, nor will the FOP/OLC officials devote unnecessary City paid time to these functions. None of the duties of the FOP/OLC officials herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the highest ranking FOP/OLC official in the Bargaining unit from also serving as a Grievance Representative, or as Grievance Chairman.

## ARTICLE 5

### MEMBERS' RIGHTS

#### Section 1. Members' Rights

- A. At the time any Bargaining unit member is notified to report for an investigation, and upon his request, he shall be provided with an opportunity to contact within 24 hours, a FOP/OLC official or a Grievance Representative for the purpose of representation.
- B. A Bargaining unit member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the factual allegations, known at that time, made against him, including a copy of any written complaint against him, prior to any questioning. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning. An investigating officer may accompany the Bargaining unit member during his brief search and review of such documents.
- C. In advance of any questioning, a Bargaining unit member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with the law.
- D. Any interrogation, questioning or interviewing of a Bargaining unit member will be conducted at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

- E. Before a Bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued may be made the basis for such a charge, except no Bargaining unit member shall be charged with insubordination where such refusal is based on his exercise of the rights and advice afforded him in paragraph C. hereof.
- F. When a Bargaining unit member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the City at the request of either party.
- G. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Bargaining unit member that potential corrective action could result if the Bargaining unit member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this paragraph G.
- H. When a Bargaining unit member is to be interviewed in an investigation of any other Bargaining unit member, such interview shall be conducted in accordance with the procedures established herein.
- I. When an anonymous complaint is made against a Bargaining unit member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Bargaining unit member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than forty-five (45) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Bargaining unit member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.
- J. A Bargaining unit member (and his representative when one is involved) who is charged with violating Police Rules and Regulation shall be provided access to transcripts, records, written statements, and video tapes. Such access shall be provided reasonably in advance of any hearing.
- K. At the request of either party, interviews, or portions thereof, with a Bargaining unit member conducted during the course of an inquiry will be taped (audio). Tapes

will be made only by the City and a transcript will be provided to the Bargaining unit member, upon the request of the Bargaining unit member or his representative. The cost of the transcript will be split equally between the City and the FOP/OLC. If desired, the Bargaining unit member, and his representative, will be afforded the opportunity, upon written request directly to the Chief or his designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of his interview subsequent to that interview.

- L. All complaints, internal investigations and Departmental charges shall be under the initial province of the Bargaining unit member's immediate supervisor or, if absent at the time of alleged violation, the then on-duty supervisor, to investigate and make recommendations to the Chief.
- M. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Two.
- N. In the course of questioning, a Bargaining unit member may only be given a polygraph examination with his consent. Such consent shall set forth the purposes for which test results may be used. Where a Bargaining unit member consents to a polygraph examination, a polygraph examiner shall be chosen by mutual agreement of the City and the Bargaining unit member.

## ARTICLE 6

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

**Section 1.**      **General.** Except as specifically limited by the terms and provisions of this Contract, the Employer and the City Administrator shall retain all rights, powers, and authorities vested in it prior to the date of this Contract, regardless of whether such rights have been exercised in the past.

**Section 2.**      **Management Rights.** The rights, powers, and authorities mentioned in Section 1 above shall include, but shall not be confined to, the following:

- A. The right to manage and control the business and operation of the City and to determine all locations for City facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the City, the right to determine all schedules, schedules of events, assignments of employees, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational

classifications, to establish working rules and regulations, to layoff and recall employees whenever necessary, to determine the size and composition of the work force including the right to relieve employees from duty or to abolish positions.

- B. The power to establish rules and regulations governing all employees, the administration of the City, use of City property, attendance at meetings and the compensation and reimbursement of expenses therefore.
- C. The authority to manage and direct its employees, to select, hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, discharge employees, and to determine shift schedules.
- D. All rights, powers, and authorities granted at any time to the City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred therefrom, except as specifically limited by the terms of this Contract. The parties agree that all such rights, powers, and authorities shall be vested in the City and, for the life of this Contract there shall be no duty to bargain over such rights, powers, authorities or the effects that such would have on wages, hours, or terms and other conditions of employment.

**Section 3. Rights Limitations.** Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Contract, they shall only be modified or limited to the extent specifically provided therein. Alleged violations are subject to the Grievance Procedures provided for herein.

## ARTICLE 7

### GRIEVANCE PROCEDURE

**Section 1. Grievance Defined.** A grievance is any unresolved question or dispute concerning the interpretation or application of this Contract.

**Section 2. Qualifications.** A grievance can be initiated by the FOP/OLC or an aggrieved Bargaining unit member. Where a group of Bargaining unit members desire to file a grievance involving a situation affecting each Bargaining unit member in the same manner, one Bargaining unit member selected by such group shall process the grievance as the designated representative of the group.

**Section 3. Jurisdiction.** Nothing in this Grievance Procedure shall deny Bargaining unit members any rights available at law to achieve redress of their legal rights, including the right to appear before the Civil Service Commission where that body agrees that it has jurisdiction over the subject matter. However, once the Bargaining unit member elects as his remedy the Civil Service Commission (and that body takes jurisdiction), or legal action, he is thereafter denied the remedy of the Grievance Procedure provided herein. Further, once a member elects the grievance/arbitration procedure as his remedy he expressly waives his right to any other remedy, including but not limited to, Civil Service Commission or legal action except for appeal under Ohio Revised Code Section 2711.09. This section shall not apply to applicable civil rights or worker's compensation statutes.

**Section 4. Establishment of Grievance Representatives.** The FOP/OLC will designate not more than four (4) Grievance Representatives. The highest ranking FOP/OLC officer in the Bargaining unit may be the Grievance Chairman. The Grievance Representative shall be selected by the FOP/OLC but every effort will be made by the FOP/OLC to provide full membership coverage by selecting one (1) Grievance Representative for each shift. One Grievance Representative selected by the FOP/OLC shall be designated as the Grievance Chairman.

**Section 5. Duties of the Grievance Chairman.** The authorized functions of the Grievance Chairman and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the Bargaining unit member in investigating and processing grievances beginning at Step Two of this procedure;
- B. Replacing a Grievance Representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process and of Grievance Representatives;
- D. Act as liaison between the City Administration and the FOP/OLC on matters concerning grievances and this Procedure.

The Grievance Chairman shall be released from his normal duty hours upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall be allowed reasonable, necessary time during his scheduled working hours to perform the aforementioned duties and shall notify his supervisor in advance of such assignments.

**Section 6. Grievance Procedure.** The following are the implementation steps and procedures for handling member's grievances:

A. **Preliminary Step.** A Bargaining unit member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) days of the member's working days following the events or circumstances giving rise to the grievance having occurred or were first known by the member-grievant; grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 7) beyond the ten (10) working day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant should the latter request his attendance. If the Bargaining unit member is not satisfied with the oral response from his immediate supervisor at this Step, he may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman and the appropriate Grievance Representative.

B. **Step One - Immediate Supervisor.**

1. When a Bargaining unit member has a grievance regarding which his supervisor's oral response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing to the supervisor on the Grievance Form agreed upon by the parties. Such form must be submitted to the supervisor within seven (7) of the member's working days following the oral response from the Preliminary Step. The supervisor shall date stamp the form on the date of his receipt of it. Grievance submitted beyond the seven (7) day time limit shall not be considered.
2. Within five (5) of his working days of his receipt of the written grievance, the immediate supervisor shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved Bargaining unit member does not refer his grievance to the Second Step of the procedure within five (5) of his working days after the receipt of the decision rendered in this Step, the grievance shall be considered to satisfactorily resolved.

C. **Step Two - Chief of Police**

1. Should the member-grievant not be satisfied with the answer in Step One, within five (5) of his working days thereafter he may appeal the grievance to this

Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the office of the Chief of Police. The Chief shall date stamp the form, accurately showing the date his office received the form.

2. Within ten (10) of his working days of his receipt of the Grievance Form, the Chief or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring with him to the meeting the member-grievant and the appropriate Grievance Representative.
3. In the meeting called for at this Step, the Chief or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within five (5) days of his working days of the meeting in this Step, the Chief shall submit to the Grievance Chairman his written response to the grievance.

**Section 7. Time Off For Presenting Grievances.** A Bargaining unit member and his Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

**Section 8. Grievance Representatives.** Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step Two shall be held during the grievant's shift hours. The FOP/OLC shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

**Section 9. Time Limits.** It is the City's and the FOP/OLC's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful response at each Step, however, the grievant and the City's designated representative may mutually agree, at any Step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the grievant

may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

**Section 10. Representatives in Meetings.** In each Step of the Grievance Procedure outlined in Section 6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

**Section 11. Grievance Form.** The City and the FOP/OLC shall develop jointly a Grievance Form. Such form will be supplied by the FOP/OLC. The form is to be prepared in triplicate. Copies of the completed form, including the action taken, will be distributed as provided in Section 6. The jointly developed Grievance Form will be made available from the Grievance Representative.

**Section 12. Working Days.** For the purpose of counting time, "working days" as used in this Contract will not include scheduled days off, approved leaves, or holidays.

**Section 13. Non-Discrimination.** No Bargaining unit member or official of the FOP/OLC shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure.

## ARTICLE 8

### ARBITRATION

**Section 1. Appeal from Step Two.** Should a grievant, after receiving the written answer to his grievance at Step 2 of the Grievance Procedure still feel that the grievance has not been resolved to his satisfaction, he may, upon approval of the FOP/OLC, request that it be heard before an arbitrator. The FOP/OLC State Office must notify the Mayor of its intent to arbitrate within twenty-one (21) calendar days of his receipt of the written answer from the Chief at Step 2.

**Section 2. Selection of Arbitrator.** Within fourteen (14) calendar days following the Mayor's receipt of the FOP/OLC's application for arbitration, the Mayor and the Grievance Chairman will consult and attempt to select an impartial arbitrator by

mutual agreement. In the event these representatives cannot reach agreement on an arbitrator by joint letter the parties will request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of nine (9) names. The City and the FOP/OLC shall select one mutually acceptable arbitrator from one of the panels. If the City and the FOP/OLC cannot mutually agree, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name.

**Section 3. Authority of Arbitrator.** The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which is not required by the application of the express terms of this Contract.

**Section 4. Arbitration Costs.** The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees shall be split equally if both parties desire a report or request a copy of any transcript. Any Bargaining unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

**Section 5. Arbitration Award.** The arbitrator shall render in writing his findings and award as quickly as possible within thirty (30) calendar days after the close of the hearing, and shall forward such findings, award, and all supporting data to the office of the Mayor and to the FOP/OLC. The award, if in favor of the grievant, will be immediately implemented by the City.

## ARTICLE 9

### LABOR RELATIONS MEETINGS

**Section 1. Commitments.** The City and the FOP/OLC recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Contract via meetings of representatives to exchange views and information without the stresses and time limitations which may exist at the bargaining table. Accordingly, the FOP/OLC and City agree to establish a committee to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern to both. This Committee will meet at least once semi-annually and at other times when necessary.

Included among the matters which can be the subject of these discussions are such things as major changes in operations contemplated by the City which will affect members of the FOP/OLC, contemplated changes in General orders, contemplated changes in police mission, and concerns of the FOP/OLC relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the FOP/OLC and the City during the term of this Contract concerning labor relations problems referred to the committee by the parties. The committee shall consist of two (2) representatives from the FOP/OLC, one of which shall be the highest ranking FOP/OLC official in the Bargaining unit and the other shall be appointed by the first, and the Chief of Police and the Administrative Assistant or his designee. Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties.

The committee's authority shall be limited to discussions, exploration and study of subjects referred to it by the FOP/OLC and the City. Any committee recommendations to the FOP/OLC and the City are on a confidential basis; likewise there shall be no publication that the committee is meeting on any specific subject without the advanced approval of the FOP/OLC Grievance Chairman and the Administrative Assistant or his designee. The committee shall have no authority to bargain for the FOP/OLC and the City on any issue. The committee shall not engage in collective bargaining nor in any way modify, add to, or delete from the provisions of this Contract. To the extent that mutual agreement may be reached, the committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Contract.

Through these meetings the FOP/OLC and the City agree to discuss legitimate and reasonable efforts to maintain and improve the skill, ability and service delivery of the Bargaining unit, and the elimination of unnecessary inefficiencies where such can be shown to exist.

## ARTICLE 10

### CORRECTIVE ACTION AND RECORDS

**Section 1. Corrective Action for Cause.** No Bargaining unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

**Section 2. Pre-Disciplinary Procedure.** The following is the procedure which shall be used by the City prior to any disciplinary action being taken against a Bargaining unit member which is more serious than a written reprimand.

1. The Chief of Police shall have the right to relieve a bargaining unit member without pay for the

remainder of the particular shift when the member is unfit for duty or insubordinate during that tour of duty.

2. The Chief of Police shall also have the exclusive right to recommend that a bargaining unit member be subject to suspension, reduction in pay or position, or removal. The Chief of Police shall certify his recommendation in writing, together with the charges.
3. Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the member or his representative at least two days prior to the hearing on such charges. This certification shall be made to both the safety director and the Bargaining unit member.
4. Within five (5) days from his receipt of the Chief's recommendations, the Director of Public Safety shall schedule a departmental hearing. The Bargaining unit member may be placed upon administrative leave with pay by the Chief of Police pending the outcome of the departmental hearing.

**Section 3. Departmental Hearings.** In accordance with the provisions set forth above, the Director of Public Safety shall conduct an independent hearing where the charged Bargaining unit member will be allowed to be represented by an attorney or FOP/OLC representative (at no cost to the City), and will be allowed to call witnesses material to his defense, present evidence, and will have the opportunity to confront and cross-examine his accusers. Hearings will be held in the office of the Director of Public Safety, unless an alternative site is mutually agreed upon by the parties. The Director of Public Safety, in any hearing or charges against a member, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor. The Director of Public Safety shall render judgment which may be either suspension, reduction in rank, dismissal, written reprimand, oral reprimand or not guilty. Such judgment shall be final except as otherwise set forth in this Contract. Oral and written reprimands shall not be subject to arbitration.

A Bargaining unit member who is charged, his representative, or the City may make written request for a continuance. Such request will be granted where practical at the discretion of the Director of Public safety. The length of such continuance shall be mutually agreed upon.

A Bargaining unit member who is charged, or his representative, may make written request directly to the Chief to review his personnel file. Such request will be granted

immediately by the Chief in the case of a pending departmental hearing. The City will make all good faith efforts to notify the affected Bargaining unit member of any charges or any decisions reached as a result of a departmental hearing, prior to any public statement.

**Section 4. Actions of Record.** At any time an inquiry concerning a Bargaining unit member occurs wherein corrective action of record (written reprimand, suspension, reduction, or removal) will or may result, the Bargaining unit member will be immediately notified that such result is possible. While the parties understand that some supervisors will retain private, written notes to document their giving of oral reprimands, such written documents or oral reprimands will not appear in members' personnel files or other official records of the City or the Division of Police. Any such written documents or oral reprimands found in such records or file shall be removed upon the request of the Bargaining unit member.

**Section 5. Progressive Action.** The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal.

**Section 6. Duration of Records.** All actions of record will be maintained in each Bargaining unit member's personnel file throughout his period of employment, with the exception that any records of oral reprimands will be removed from the file upon the request of the member six (6) months after such was given if no further corrective action has occurred, written reprimands will be removed from the file upon the request of the member one (1) year after such was given if no further corrective action has occurred, and suspensions will be removed from the file upon the request of the member three (3) years after such was given if no further corrective action has occurred.

**Section 7. Review of Personnel Files.** Every Bargaining unit member shall be allowed to review his personnel file at any reasonable time upon written request to his supervisor. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and Courts of competent jurisdiction which have subpoenaed them, members' personnel files shall not be available for review by anyone. No information in a member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, job classification and pay range; except that additional specified information may be given upon the advance, written approval by the Bargaining unit member involved to the Chief of Police, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Bargaining unit member approval given. Any Bargaining unit member may copy documents in his file.

Notwithstanding the provisions of the preceding paragraph which would limit access to a member's personnel file, if a request is made to inspect and/or copy records within a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the member of the nature of the request, which notification shall be provided to the Bargaining unit member at least five (5) working days prior to the City's intended compliance with the request. Within this five (5) day period, the Bargaining unit member shall have the opportunity to take any one or more of the following actions:

1. Insure that any material within the member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;
2. Protest the City's intended compliance with request by filing a written letter of protest with the Director of Public Safety, which letter of protest shall be considered prior to the City's compliance with the request; and
3. Pursue any available legal remedy.

**Section 8. Inaccurate Documents.** If upon examining his personnel file, any Bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents.

**Section 9. Placement of Material in Personnel File.** Any document relating to a member's employment status with the City shall be maintained in the member's personnel file provided, however, that a member's personnel file may be kept in various locations throughout the City.

## ARTICLE 11

### WORK RULES AND INFORMATION ORDERS

**Sections 1. Work Rules.** The City agrees, that, to the extent possible, work rules shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a Bargaining unit member that a work rule, General Order, Training Bulletin or Informational Order is in violation of this Contract or has not been applied or interpreted uniformly to all members,

shall be a proper subject for a grievance. The City will provide the FOP/OLC copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates.

## ARTICLE 12

### SENIORITY CONSIDERATIONS

**Sections 1. Seniority Defined.** For purposes of this Contract, "Seniority" shall be defined as total continuous service in the City. Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other City-approved leaves of absences as allowed by this Contract or by City ordinance. A "break in service" is defined as:

1. Separation because of resignation, except where Bargaining unit member is rehired within one (1) year;
2. Removal;
3. Failure to return from an authorized leave of absence;
4. Unauthorized leave of absence;
5. Medical leaves of absence beyond eighteen (18) months, or until the member uses all his available sick leave, which ever is greater, except that this provision shall not apply to a medical leave of absence which results from an Officer's injury in the line of duty as defined in Article 21, Section 4.

**Section 2. Application of Seniority.** When a vacancy occurs on a shift and/or days off scheduled or vacation leaves are to be scheduled, and where there are two or more applicants with the same request, the applicant with the highest seniority shall be granted the request. All job openings within the division must be posted at least one (1) week prior to the filling that position provided, however, that in the event a Bargaining unit member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

**Section 3. Application of Seniority for Specialized or Technical Positions.** Whenever a vacancy or a new position occurs which requires specialized and/or technical skills and where there are two or more applicants for the same vacancy or position, the applicant who is qualified for the position because of basic skills, ability, work performance, specialized training and seniority shall be considered for the vacancy or position. All job openings within the division must be posted one (1) week prior to

filling that position provided, however, that in the event a Bargaining unit member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

**Section 4. Temporary Assignments.** A temporary assignment is defined as a non-permanent change in a member's assignment generally not to exceed six (6) months. If that assignment exceeds six (6) months, then the assignment will become permanent and the member's former assignment will be posted according to the guidelines set forth in Section 2 or Section 3 unless extended as set forth below. If a temporary assignment exceeds six (6) months and the Chief of Police does not intend to make that assignment permanent, he will announce by posting that the particular temporary assignment will continue. That continuance will be for six (6) months. After this six (6) month period, the assignment automatically becomes permanent and the member's former assignment will be posted according to the guidelines set forth in Section 2 or Section 3 above. In the event of a special assignment that last beyond one (1) year, the affected Bargaining unit member may bid based on seniority upon the expiration of the special assignment.

## ARTICLE 13

### WAGES AND LONGEVITY

**Section 1. Wages.** The following straight time wages will be paid Bargaining unit members:

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Dispatcher	8.75	9.44	10.13	10.83	11.53

Wages will increase 4% in year two of the Contract and by another 4% in year three of the Contract.

**Section 2. Pay Plan.** The employee shall be advanced to the next higher rate in the appropriate schedule, set forth below, providing his or her services have been satisfactory at the discretion of the City. Subsequently, the employee shall be advanced to higher rates within the schedule yearly until the employee has reached the maximum rate of the schedule for his or her position. For purposes of clarification, every employee in a classified position covered under this Contract, to be eligible for a step increase, shall have successfully completed one full year of satisfactory service within a particular class, step and grade. The following shall apply to advancement from Step 1 to Step 5 in the position of Dispatcher:

- A. Step 1 shall be the minimum rate and shall be the hiring rate for the class;

- B. A Bargaining unit member becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following completion of one (1) year of continuous service in his class at Step 1.
- C. A Bargaining unit member becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following completion of one (1) year of continuous service in his class at Step 2.
- D. A Bargaining unit member becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following completion of one (1) year of continuous service in his class at Step 3.
- E. A Bargaining unit member becomes eligible and shall be advanced by the Appointing Authority to Step 5 on the first day following completion of one (1) year of continuous service in his class at Step 4.
- F. The salary step advancements as prescribed in this Article shall be mandatory upon the Appointing Authority with regard to classified employees.
- G. References in this Contract to Step 1 are provided only for reference and are not to be viewed as indicative of any representation made by the FOP/OLC or the City that the FOP/OLC had or has any role to play in the hiring or recruiting of dispatchers.

**Section 3. Pension Pick-up.** The full amount of the statutorily required employee contribution to the Public Employees' Retirement System ("The Fund") shall be withheld from the gross pay of Bargaining unit members and shall be "picked-up" by the City and shall be designated as public employees contributions and shall be in lieu of contributions to the Fund by each Bargaining unit member. No Bargaining unit member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

**Section 4.** For all bargaining unit members, the following longevity bonus schedule shall be in effect.

Paid First Pay Period  
Following this Anniversary

Annual Longevity  
Lump-sum Payment

5th through 10th  
11th through 15th  
16th and thereafter

\$ 575.00 per year  
\$ 650.00 per year  
\$ 725.00 per year

The annual longevity payments shall be made, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after each anniversary date of each year. Upon termination for any reason, members who are eligible for longevity pay under this Section (or, in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during said partial year since the Bargaining unit member's last anniversary date.

#### ARTICLE 14

##### SHIFT DIFFERENTIAL

**Section 1. Shift Differential Pay Rate** The shift differential for qualifying hours worked shall be \$.25 per hour.

**Section 2. Eligibility.** Shift differential pay shall be provided for any eight (8) hour workday or ten (10) hour workday (whichever is applicable) for which the majority of the work hours occur after 5:00 p.m. and prior to 7:00 a.m., and to Bargaining unit members normally assigned to such hours, regardless of shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leaves (injury leave, vacation, sick leave and off-duty court time hours). Shift differential pay shall be paid only for actual hours worked during the regularly scheduled, straight-time workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay.

If shift differential pay is applicable under the terms of this Article, to a regularly scheduled straight time workday, and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked, and the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time but is applicable to hours worked when called back to duty if the Bargaining unit member otherwise qualifies for the shift differential pay.

**Section 3. Method of Payment.** Shift differential pay will be paid on a quarterly basis no later than ten (10) days following the change in shift rotation in a separate payroll.

## ARTICLE 15

### CLOTHING AND EQUIPMENT ALLOWANCE

**Section 1. Initial Issue.** Upon appointment to the Division of Police each new Bargaining unit member shall be issued all required uniform parts and equipment.

**Section 2. New Recruit Criteria.** A new hire shall not receive the first semi-annual payment of the annual clothing and equipment allowance which follows his date of hire. On the date upon which the new hire would otherwise receive the next semi-annual clothing and equipment allowance, he shall, in lieu thereof, receive a payment equal to the number of completed pay periods between said new hire's date of hire and the first semi-annual clothing and equipment allowance payment date thereafter times eighteen dollars and twenty-seven cents (\$18.27). Thereafter, said new recruit shall receive the third and all subsequent semi-annual payments.

**Section 3. Annual Allowance.**

- A. All sworn members of the Bargaining unit shall receive an annual clothing and equipment allowance of four hundred seventy five (\$475.00) dollars per year payable one-half in each of two semi-annual payments of two hundred thirty-seven dollars and fifty cents (\$237.50). Payments will be made on January 15th and July 15th of each calendar year.
- B. The uniform allowance is for purchase and maintenance of all uniforms.

**Section 4. Terminal Pay: Prorated Payments.** Upon termination for any reason, members of the Division of Police who are eligible for the clothing and equipment allowance, will be paid as part of their terminal pay, the final partial year clothing and equipment allowance on a prorated pay basis. Prorated payment is based upon the number of completed pay periods in the payroll year. The prorated payment shall be based upon eighteen dollars and twenty-seven cents (\$18.27) per completed pay period.

**Section 5. Required Purchases.** Bargaining unit members shall be required to purchase required uniform parts and equipment. Whenever the Division of Police changes the uniform and equipment requirement, the Division of Police shall furnish the initial issue of said new or changed clothing and equipment at no cost to the Bargaining unit member.

**Section 6. Damaged or Lost Uniform Parts or Equipment.** Bargaining unit members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Bargaining unit members. Bargaining unit members will turn in any damaged clothing and uniform parts or

equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Bargaining unit member will not be replaced by the City. Bargaining Unit members shall have any personal items damaged or lost in the line of duty replaced by the City at no Cost to Bargaining unit members. Bargaining unit members will turn in any damaged personal items. The City may require the Bargaining unit member to show just cause why that personal item was being used by the Bargaining unit member in the line of duty. Any personal item damaged or lost due to carelessness or negligence on the part of the Bargaining unit member will not be replaced by the City.

## ARTICLE 16

### COST OF LIVING ADJUSTMENTS

**Section 1. The Annual Adjustment.** Bargaining unit members shall be eligible to receive a cost of living adjustment in accordance with the Official Consumer Price Index for Urban Wage Earners and Clerical Workers (hereinafter referred to as "C.P.I.") published by the U.S. Department of Labor. To determine whether Bargaining unit members shall receive an adjustment, in December of each year the percentage increase in the C.P.I. for the periods beginning October 1st of the immediately preceding year through and including September 30th of the current year will be compared to a 10 percent inflation rate. If the C.P.I. percentage increase during the said October through September period exceeds 10 percent, then all Bargaining unit Members shall receive a cost of living adjustment equal to the percentage difference (not to exceed a five percent (5%) cost of living adjustment paid for any calendar year).

**Section 2. Payment Method.** In years when an annual cost of living adjustment shall be paid, said payment will be made in a lump sum on the last pay period that ends in December of that calendar year. The percentage adjustment in the wage rate shall be paid for the hours said Bargaining unit member was in paid status throughout the current calendar year (including but not necessarily limited to straight time hours worked as well as hours of sick and injury leave, overtime holiday and vacation leave and other leaves) with the percentage adjustment applied to the wage rates of the dispatchers in effect during the calendar year. A Bargaining unit member who has been appointed to or separated from employment in any calendar year shall receive his prorated share of this adjustment for the hours during the year that he was in paid status.

**Section 3. Adjustment Carry Over.** In addition to payment of the cost of living adjustment called for in Article 16, effective on the first day of the first pay period following the payment of an annual adjustment in any calendar year, the base hourly straight time wage rate of all Bargaining unit members shall be increased by the same percentage increase (not to exceed 5%) that was used in calculating the cost of living adjustment for that year.

## ARTICLE 17

### HOURS OF WORK OF OVERTIME

**Section 1. Definitions** For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Bargaining unit members a standard work day shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off. "Paid Status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military and sick leaves, etc.

**Section 2. Compensation.** Compensation shall be paid to every Bargaining unit member on a biweekly basis. Disbursement of pay checks will be on alternate Fridays at which time Bargaining unit members shall be paid compensation earned for the immediately preceding two weeks including the date of payment.

**Section 3. Overtime.** Bargaining unit members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status totaling in excess of the eight (8) or ten (10) hours standard workday (whichever applicable) and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one-half times the Bargaining unit member's regular straight time hourly rate. All overtime shall be paid no later than the conclusion of the next succeeding pay period.

**Section 4. Overtime Scheduling.** Good faith efforts will be made consistent with efficient and effective operation of the Department to rotate prescheduled overtime among all qualified Bargaining unit members. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Bargaining unit member to charge such absence against sick leave.

**Section 5. Shift Preference.** Whenever a vacancy occurs in a shift and/or days off schedule, the Bargaining unit member applicant with the greatest seniority (as defined in Article 12, Section 1) making a request for said vacancy shall be selected. Written requests for changes in shift and/or day off schedules may be made at any time. Such requests will be reviewed and acted upon at least every six (6) months in June and December. Such request will be retained until December 31, of the calendar year in which the request was made.

ARTICLE 18

REPORT IN, CALL IN, AND COURT PAY

**Section 1. Report In and Call In Pay.** When a Bargaining unit member is ordered to report to work and reports, he shall be paid at one and one-half (1½) times the Bargaining unit member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Bargaining unit members who are called to work while on off-duty time.

**Section 2. Court Time.** Bargaining unit members who are required to make work-related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Bargaining unit member's regularly scheduled hours. When such court appearances are not during a Bargaining unit member's regularly scheduled shift hours, or the Bargaining unit member is on approved leave, then the Bargaining unit member shall be paid at the rate of one and one-half (1½) times his hourly rate for each such hour worked, but he shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Bargaining unit members' required appearance in any administrative hearing.

ARTICLE 19

HOLIDAYS

**Section 1. Paid Holidays.** The following are designated as paid holidays for all Bargaining unit members:

New Year's Day	January 1
Martin Luther King Day	January 15
Washington's Birthday	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
Member's Birthday	

Any special holiday proclaimed by the Mayor.

**Section 2. Method of Payment.** Bargaining unit members will be compensated an additional eight (8) hours for each of the 13 holidays referred to in Section 1 of this Article. Payment will be made on the first pay period in December of each calendar year in a separate lump sum payment. The first eighty (80) hours of holiday time earned may be taken as time off in lieu of getting

paid for those holidays. Holiday time will be scheduled and taken the same as vacation time.

**Section 3. Payment for Actual Working on Holidays.** If a Bargaining unit member is scheduled to work on one of the aforementioned holidays and the Bargaining unit member does work he will be paid one and one half times (1½) his regular hourly rate in addition to his holiday pay in Section 2. This payment shall be made with his regular pay.

ARTICLE 20

VACATION LEAVE

**Section 1. Vacation Year.** The vacation year for Bargaining unit members shall end at the close of business on the last day of the last pay period that ends in the month of December.

**Section 2. Conditions of Accrual.** Each full-time status Bargaining unit member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

**Section 3. Accrual Schedule for Vacation.** The following vacation accrual schedules are established:

<u>Years of Service</u>	<u>Paid Vacation Hours per Year</u>	<u>Vacation Hours Per Pay Period</u>
1 yr. through & including 3 yrs	80 hours	3.0769
4 yrs through & including 8 yrs	120 hours	4.6153
9 yrs through & including 13 yrs	160 hours	6.1538
14 yrs. through & including 17 yrs	200 hours	7.6923
18 yrs. or more	240 hours	9.2307

**Section 4. Maximum Accrual of Vacation.**

<u>Years of Service</u>	<u>Maximum Accrual of Vacation Hours</u>
1 yr. through and including 3 yrs.	240 hours
3 yrs. through and including 8 yrs.	360 hours
7 yrs. through & including 13 yrs.	480 hours
14 yrs. through & including 17 yrs.	600 hours
18 yrs. or more	720 hours

- A. At the end of each vacation year, Bargaining unit member members in full-time status shall be paid for any vacation balances in excess of the maximum fixed by this Article.
- B. A Bargaining unit member in full-time status who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such Bargaining unit member a vacation leave after his last day of active service with the City.
- C. When a Bargaining unit member dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the Bargaining unit member's estate at the rate of pay in effect at the time of the Bargaining unit member's death.
- D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Appointing Authority.
- E. Vacation leave may be taken in multiples of one hour.
- F. More than one Bargaining unit member may be on vacation leave at one time.
- G. When two or more dispatchers choose the same vacation time and operational needs require the limitation of the number of dispatchers who can be off, the Bargaining unit member with the greater seniority will be given first choice, except that Bargaining unit members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.
- H. Each Bargaining unit member employed by the City as of July 1, 1988 will accrue vacation leave by pay period based on total years of service which is established in the schedules contained in Section 3 of this Article. The years of total service is defined to be years accumulated from all periods of employment with the City, the State of Ohio, and any other political subdivision in Ohio. Anyone who becomes a member of the Bargaining unit after July 1, 1988 will only accrue vacation leave based on a total years of service with the City.

## ARTICLE 21

### SICK AND INJURY LEAVE

**Section 1. Sick Leave Accumulation.** Each full-time Bargaining unit member shall be entitled for each completed eighty (80) hours of service (excluding overtime ) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Bargaining unit member's credit on the basis of one (1) hour for every one (1) hour of absence for previously scheduled work. When a person first comes under the employ of the City, he shall be advanced sick leave to his credit in an amount equivalent to 120 hours. Such new employee shall not be entitled to accumulate additional sick leave until he works the number of hours he would have worked to earn the amount of sick leave advanced to him. Any Bargaining unit member employed prior to July 1, 1988 shall be allowed to carry any unused and sick leave from service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid as part of a Bargaining unit member's terminal pay. However, the Bargaining unit member may elect to use such sick time prior to using any time accrued from the City. Any Bargaining unit member employed after July 1, 1988 will only carry over sick leave from service with the City.

**Section 2. Sick Leave Usage.** Bargaining unit members may use sick leave, upon approval of the Administrative Assistant or the Chief, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Bargaining unit member's immediate family (this determination to be within the authority of the Department Head); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. For purposes of this Article, "immediate family" shall include parents, grandparents, children, siblings or their step equivalent, and any other family approved by the Chief of Police.

An employee shall furnish a satisfactory written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Bargaining unit member may receive payment from the City for sick leave if he is receiving Worker's Compensation for the same purpose.

**Section 3. Cash Payment for Sick Leave Credit.** Bargaining unit members shall, at the time of their retirement or resignation in good standing, receive sick leave payment based on the Bargaining unit member's rate of pay at retirement, or resignation for one-half ( $\frac{1}{2}$ ) of the accumulation in excess of 360 hours. All severance pay shall be paid at the Bargaining unit member's current

rate of pay. In the event a Bargaining unit member dies, as a direct result of injury sustained in the course of his employment his estate shall be paid, on a day for day basis, for his unused sick leave at the rate of pay in effect at the time of the Bargaining unit member's death.

**Section 4. Injury Leave.** Each Bargaining unit member of the City who is disabled from performing his employment with the City due to bodily injury sustained by the Bargaining unit member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Bargaining unit members by the sick leave provisions hereof, injury leave at his normal rate of pay. Leave shall be paid for such period of time as the Bargaining unit member is actually disabled by bodily injury but for no more than six (6) months from the date of the disabling injury. The Director of Public Safety shall keep accurate records of injury leave and file a statement of such leave with the Mayor at the end of each month. The Director may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section 4. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment.

## ARTICLE 22

### SPECIAL LEAVES

**Section 1. Special Leave.** In addition to other leaves authorized herein, the Department Head may authorize a Bargaining unit member to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days of any calendar year. The Administrative Assistant may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months of any calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects related to the work of the Bargaining unit member and which will benefit the Bargaining unit member and the City; military leave; urgent personal business requiring the Bargaining unit member's attention for an extended period, such as settling an estate or liquidating a business; and for other purposes beneficial to the City.

**Section 2. Jury Duty Leave.** A Bargaining unit member, while serving upon a jury in any court of record will be paid his regular salary for each of his workdays during the period of time so served less whatever amount such Bargaining unit member may receive as compensation for his services as a juror. Time so served shall be deemed active and continuous service for all purposes.

**Section 3. Examination Leave.** Time off with pay shall be allowed Bargaining unit members to participate in Grove City Civil Service tests or to take a required examination, pertinent to their City employment, before a State or Federal Licensing board.

**Section 4. Military Leave.** Bargaining unit members of the Division of Police who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corp. Reserve, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence in accordance with this Section.

- A. **Paid Leave.** A member shall be granted leave with partial pay in addition to vacation leave when ordered to active duty pursuant to Section 316 (Detail of Members of Army national Guard for rifle instruction of civilians); 503 (Participation in Field Exercises); 504 (National Guard Schools and small arms competitions); 505 (Army and Air Force schools and field exercises), of Title 32, United States Code or when called into service by the Governor of the State of Ohio under Article 9, Section 4 of the Ohio Constitution. Such paid leave shall not exceed twenty-one (21) days per year, and the rate of pay for leave so taken shall be the Bargaining unit member's regular salary less the amount received as pay by the Bargaining unit member for the military service rendered. In determining such allowance for travel, food or housing shall not be considered by any other pay or allowance of whatever nature, including longevity pay shall be considered.

Where it is to the advantage of the City, and on the approval of the Chief of Police, additional leave may be granted up to fifteen (15) additional calendar days per year. Upon his return to duty after military leave under this Section, the Bargaining unit member shall receive the amount due. If the Bargaining unit member's military compensation exceeds his dispatcher's pay, he shall not be liable to the City for the excess amount so received. The Bargaining unit member shall submit his orders to active duty to the City on the next working day after receipt thereof. Typically, use of this Section under non-emergency circumstances shall be for approximately two-week "summer camps" Bargaining unit members of the reserve components of the United States Armed Forces are required to attend. To receive compensation under this Section, the Bargaining unit member's military service must meet the definition of "active duty" given in 32 U.S.C. § 101 (12).

**Unpaid Leave.** A Bargaining unit member shall be granted unpaid military leave with the approval of the City Administrator and in compliance with all applicable law.

**Section 5. Absence Without Leave.** Whenever a Bargaining unit member who intends to be absent from duty without pay shall report the reason therefore to his supervisor prior to the date of absence when possible and in no case later than mid-shift on the first day of absence. All unauthorized and unreported absences shall be considered as absences without leave and a reduction in pay shall automatically be made for the period of absence. Such authorized absence may also be made the grounds for corrective action.

**Section 6. Applicability of Federal Law.** It is the parties' intent that this Article, in conjunction with other leave provisions, be applied in compliance with the Family and Medical Leave Act.

## ARTICLE 23

### INSURANCE

**Section 1. Hospitalization, Surgical, Major Medical.**  
The City agrees, for the life of this Agreement, to continue to provide the same level of hospitalization, surgical, major medical, dental, vision and life insurance as was in effect at the time of the signing of this Agreement. The Employer shall pay a maximum of \$450 per month per employee for all such coverages for the life of this Agreement. It is expressly agreed that the Employer shall bear 50% and the employee shall bear 50% of any and all increases in the cost of such insurance coverages that occur after the effective date of this Agreement. The maximum employee biweekly contribution for family coverage shall not exceed \$75 for the life of this Agreement. These amounts paid by employees will be reduced from the employee's gross salary for tax purposes, so long as permitted by law.

**Section 2. Cost Containment/Medical Utilization Review.**

- A. **Pre-admission Certification.** If a member or a dependent is informed that a non-emergency inpatient admissions in necessary, the admission must be pre-certified by the City's medical utilization review administration. If no pre-certification was made or the hospitalization was determined not to be medically necessary, a ten percent (10%) co-insurance will be applied, in addition to the deductible and co-insurance provisions. This ten percent (10%) co-insurance does not apply to the out of pocket maximum.

- B. **Mandatory Second Surgical Opinion.** For specified non-emergency surgeries, a second surgical opinion shall be required. The second opinion shall be covered at one hundred percent (100%) of the usual, customary, and reasonable charges.

**Section 3. Vision Care Plan.** The City will maintain current vision coverage for all full-time Bargaining unit members with the City paying all premiums for family plan coverage.

**Section 4. Dental Care Plan.** The City will maintain current dental coverage for all full-time Bargaining unit members with the City paying all premiums for family plan coverage.

**Section 5. Life Insurance.** The City will provide life insurance in the amount of the Bargaining unit member's gross annual base salary with the City paying all premiums.

**Section 6. Prepaid Legal Services.** The City will maintain current prepaid legal service coverage with the City paying all premiums.

**Section 7. Communicable Disease Testing.** The City will pay for any testing for Bargaining unit members who may have been exposed to communicable diseases while in the performance of their duties.

## ARTICLE 24

### PERSONAL EXPENSES

**Section 1. Personal Expenses.** The following shall apply as to personal expenses incurred by Bargaining unit members related to travel, etc., on City business:

- A. Any Bargaining unit member, whenever authorized by the Administrative Assistant to engage in or upon official daily business for or on behalf of the City, will be reimbursed for all expenses incurred within Franklin County. Such Bargaining unit member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. Any Bargaining unit member, upon specific prior approval of the Administrative Assistant will be reimbursed for expenses for official daily business outside Franklin County. Such Bargaining unit member shall submit a statement of the expenses to the Director of Finance with such supporting data as the Director requires.
- C. This reimbursement for any expenses shall include but not be limited to the pay for the use of private automobiles at the rate of twenty-seven cents (\$.27) per mile.

- D. Any Bargaining unit member may request prepayment of any expenses. Such request shall be authorized by the Administrative Assistant and submitted to the Director of Finance for approval with such supporting data as the Director within thirty (30) days following the expenditure.
- E. Reimbursements other than those included in this Section shall be specifically authorized by Council.

## ARTICLE 25

### MISCELLANEOUS

**Section 1. Ballot Boxes.** The FOP/OLC shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting Bargaining unit members' ballots on all FOP/OLC issues subjected to ballots except ballots regarding job actions. Such boxes shall be the property of the FOP/OLC and neither the ballot boxes nor the ballot shall be subjected to the City's review.

**Section 2. Bulletin Boards.** The FOP/OLC shall be permitted to construct, install and maintain FOP/OLC bulletin boards at Police Headquarters.

**Section 3. Safe Equipment.** The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, supplies and equipment required for Bargaining unit members to safely carry out their duties. Bargaining unit members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, supplies and equipment provided by the Administration.

**Section 4. FOP/OLC Officials Roster** The FOP/OLC shall provide to the City an official roster of its Bargaining unit members who are or become FOP/OLC officers and representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change and will include the following:

- A. Name
- B. Address
- C. Home Telephone
- D. Immediate Supervisor
- E. FOP/OLC Office held

The City Administration agrees that this roster shall not be made available to the public and that only Administration employees with a legitimate need to know shall have access to the roster and

that unlisted telephone numbers will not be shared with anyone outside the City.

**Section 5. Layoffs.** Layoffs and reinstatements from layoffs within the Bargaining Unit shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all dispatchers.

## ARTICLE 26

### TUITION REIMBURSEMENT

**Section 1. Reimbursement Program.** Each member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police, or his designee. All courses are subject to approval by the Chief of Police. There must be a reasonable correlation between the member's duties and responsibilities and the courses taken as determined by the Chief of Police. All scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, would require a member's presence on the job shall take complete and final precedence over any time schedule for courses.
- B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to payment from the City.
- C. Reimbursement for tuition shall be made when the member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Chief of Police. Reimbursements shall be made within sixty (60) days of the date the member complies with the provisions of this Section.
- D. Reimbursement shall be granted up to a maximum of fifteen hundred dollars (\$1500.00) per year and shall be for reimbursement of tuition costs only. Reimbursement shall

not be granted for books and supplies necessary for successful completion of the course.

- E. Any member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of his course work.
- F. The Chief of Police is responsible for establishing rules, devising forms, and keeping records for the program.

## ARTICLE 27

### ENTIRE AGREEMENT

**Section 1. Acknowledgment.** The City and the FOP/OLC acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

**Section 2. Waiver.** Therefore, for the life of this Contract, the City and the FOP/OLC each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Contract.

**Section 3. Agreement.** The provisions of this Contract shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Contract. This Contract may be altered, changed, added to or deleted from, or modified only through the voluntary consent of the parties in written and signed amendment.

## ARTICLE 28

### DURATION OF CONTRACT

**Section 1. Duration.** All provisions of this Contract become effective October 1, 1993, unless otherwise specified in this Contract and shall continue in force and effect until midnight October 1, 1996.

**Section 2. Negotiations.** Negotiations for modification of this Contract or negotiations for a successor Contract shall be subject to the provisions of Chapter 4117 of the Ohio Revised Code,

including the dispute resolution provisions of the Ohio Revised Code § 4117.14.

**Section 3. Signatures.** Signed and dated at Grove City, Ohio on this \_\_\_\_\_ by the authorized representatives.

FOR THE CITY

FOR THE FOP/OLC

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