

Agreement

Between

THE CITY OF SPRINGFIELD



AND



THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

COMMUNICATIONS OPERATORS

Effective through November 30, 2019

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THIS AGREEMENT is entered into between the City of Springfield, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police - Ohio Labor Council, herein after referred to as the "Union".

ARTICLE 1 - PURPOSE

Section A

This contract sets forth the agreement between the City of Springfield, Ohio, hereinafter referred to as "Employer" and the Fraternal Order of Police - Ohio Labor Council, hereinafter referred to as the "Union" which represents employees of the City of Springfield, Ohio as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

Section B

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

Section C

The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community.

Section D

The parties mutually recognize that the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption of such service to the public.

Section E

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No: 00-REP-04-0079.

Including: All Communications Operators within the Department of Public Safety.

Excluding: All other employees. The Employer will not recognize any other Union as the representative for any employees within the bargaining unit referenced above, as long as the certification remains in force.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees, including the assignment and allocation of work, to introduce new and/or improved equipment, methods and/or facilities, to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees within the established job descriptions, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and as permitted by law.

ARTICLE 4 - SCOPE OF BARGAINING

The Union has sole and exclusive bargaining rights for the employees covered hereunder on those subjects with regard to which bargaining is required or permitted by law.

ARTICLE 5 - NONDISCRIMINATION

There shall be no discrimination, harassment or pressure by the City, or the Union against any employee on the basis of such employee's membership or non-membership in the Union, nor shall there be any discrimination on account of race, color, creed, religion, sex, sexual orientation or political affiliation.

ARTICLE 6 - ASSOCIATES

The employer recognizes the right of the Union to designate an associate and two alternates. The authority of the associate and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; and
- b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.
- c. Consultation with the Employer on matters of mutual concern.

ARTICLE 7 - DUES DEDUCTION

Employees who are members of the Union shall deliver to the City signed dues authorization cards authorizing the City to deduct regular dues from their wages. The amount of the regular dues to be deducted shall be certified to the City by the Union.

All employees in the bargaining units defined herein who, sixty (60) days from the date of hire, are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deducted. The fair share fee amount shall be certified to the City by the Union. The City shall be financially responsible for failure to withhold "fair share fees" after the Union has notified the City, in writing, of a specific instance of failure to withhold. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Contract. The Union will indemnify and save the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City and the Union, jointly.

The Union agrees to establish a fair share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the City with a copy of the Union's fair share fee procedure.

The City will deduct from the wages the regular Union dues of members and the fair share fees of non-members. Deduction shall be made from the bi-weekly pay of all bargaining unit employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to

the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The City shall provide the following information to the Union on a monthly basis:

(a) List of Union members from whom deductions were made, the name, Social Security number of each member, and the amount deducted.

(b) List of fair share fee employees from whom deductions were made, the name, Social Security number of each member, and the amount deducted.

ARTICLE 8 - PROBATIONARY PERIOD

Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be twelve (12) months.

A newly hired probationary employee may be terminated any time within the probationary period and shall have no appeal through the grievance procedure.

Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 9 - DISCIPLINARY PROCEDURE

Section A

No employees shall be subjected to disciplinary action, except for just cause shown. The seriousness of an offense shall determine the extent of disciplinary measure taken. A recurrence of infractions aggravates the seriousness of subsequent similar infractions. Discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Disciplinary action shall not be taken in a manner intended to embarrass or belittle an employee.

Section B

An employee aggrieved by the issuance of a written reprimand may request the expungement of such reprimand through the grievance process. If the employee prevails through the grievance process, the written reprimand shall be removed from the employee's personnel file. If the employee is not successful in the grievance process, the written reprimand shall be subject to the provisions of Article 10 on Personnel Files.

Section C

Employees shall be subject to suspension, demotion and discharge only after notice and hearing.

Upon request of the employee, a Union representative shall be present during any disciplinary hearing. Employees may record, at their own cost, any disciplinary hearing.

If, the Communications Manager determines that suspension, demotion or discharge are appropriate, the Communications Manager shall make such recommendation, in writing, to the City Manager, or Assistant City Manager and shall give the employee a copy of such recommendation. The recommendation shall state the basis of the charge against the employee and the disciplinary measures recommended.

Upon written request, the employee shall be provided the opportunity to inspect and copy all written statements, transcripts, recordings, charts, graphs, and any other material the City intends to use at the hearing, at no cost to the employee. Only those materials provided the employee shall be used at the hearing. The employee shall be provided with these copies as soon as practicable but no less than five (5) working days prior to the hearing.

Within ten (10) working days of the issuance of notice to an employee of charges contemplating suspension, demotion, or discharge, a hearing shall be scheduled by the City Manager or Assistant City Manager. Witnesses may be called by either the City or the employee and shall testify upon oath or affirmation.

Either the City or the employee may record the hearing at their own expense.

Within five (5) working days of the close of the hearing, the City Manager or Assistant City Manager shall issue a written decision which shall state the Manager's factual conclusions, the basis for the conclusions, and the disciplinary measure to be imposed, if any.

An employee aggrieved by the decision of the City Manager or Assistant City Manager with regard to suspension, demotion or discharge, may seek redress through the grievance procedure. In such circumstances, the employee shall initiate the grievance procedure at Step 3, Arbitration, by giving written notice to the Personnel Director. Such notice must be given within five (5) working days of receipt of the manager's decision, stating the basis of the appeal and the relief requested.

Section D

Upon request, an employee who reasonably believes that the employee

may be subject to discipline of record shall be entitled to union representation during any questioning.

The Union representative shall have the opportunity to consult with the employee prior to and during such questioning.

If at any time during the investigation criminal charges are contemplated, the employee shall be informed of their constitutional rights in advance of any further such questioning.

ARTICLE 10 - PERSONNEL FILES

Section A

Each employee may inspect their own personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any document(s) contained therein upon payment of any copying charges. An employee shall be entitled to have a representative accompany the employee during such review.

Section B

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

Section C

Employees shall be notified of the submission of a complaint relating to their job performance made by citizens or other City employees as soon as practicable after the complaint is received.

Investigative records of such complaints shall be maintained in a file separate from the employee's personnel file. Only such complaints as are determined to be factual shall be placed in the employee's personnel file. Unfounded complaints shall not be used against the employee in any manner.

Section D

Verbal reprimands shall not be noted in the employee's personnel file. Records of written reprimands shall cease to have force and effect after one (1) year, provided that there has been no intervening discipline. Records of suspensions, demotions or discharge will become a permanent part of the personnel file. However, the employer shall take into consideration the length of time that has occurred, since the occurrence of the event(s) which caused the discipline.

ARTICLE 11 – PERFORMANCE EVALUATION

Section A

Approximately six (6) months prior to the time that the annual performance evaluation is due, an employee may request to meet with the employee's supervisor to discuss the employee's particular strengths, weaknesses and any suggested areas of improvement.

At the time that the annual evaluation is due, the supervisors shall prepare preliminary evaluations. The preliminary evaluations shall be submitted to the shift supervisors for review and relevant comments.

A proposed evaluation shall then be prepared and submitted to the Communications Manager or designated representative for review.

The shift supervisor will then meet with the employee to review the proposed evaluation. The proposed evaluation may be finalized at this time, however, the employee may request a meeting with the supervisor and Communications Manager to further review the proposed evaluation.

If the employee does request such a meeting, then the Communications Manager shall finalize the evaluation at the conclusion of the meeting.

One copy of the form shall be signed by the employee to acknowledge receipt of the form for inclusion in the personnel file.

Section B

If the employee disagrees with any part of the evaluation, it is the employee's right to attach written comments which the employee feels will clarify the issue in question. The employee's comments shall be stapled to the evaluation form and the attachment noted on the face of the form. The final decision with regard to evaluations shall rest with the Communications Manager.

ARTICLE 12 – LAYOFF AND RECALL

Section A

In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Associate of the impending layoff.

Section B

Affected employees shall receive notice of any layoff no later than fourteen (14) calendar days prior to the effective day of the layoff.

Section C

Employees shall be laid off within the bargaining unit by inverse order of seniority, beginning with temporary employees, probationary employees, permanent part-time employees, then full-time regular employees.

Section D

When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees in reverse order to the layoff. An employee shall be eligible for recall for a period of one year after the effective date of the layoff.

Section E

Notice of recall from layoff shall be sent to the employee by certified or registered mail with a copy to the Associate.

Section F

The employee recalled from layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of the employee's intention to return to work and shall have fifteen (15) calendar days following the receipt date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. If the certified mail sent to the employee's last known address is returned as "unclaimed" or "undeliverable", the notice shall be deemed to have been received on the date of return.

ARTICLE 13 - PREMIUM PAY

Section A - Overtime

Employees required to work more than forty (40) hours per week, except as indicated in Article 14, Section A, shall be compensated at the rate of one and one-half times the employee's base hourly rate of pay for all hours in paid status in excess of forty (40) when such work is authorized by the City. Such authorization may be granted retroactively.

Overtime payment shall be made to the nearest one-tenth of an hour.

Subject to limitations of the Fair Labor Standards Act, employees may

choose to receive payment for overtime work by compensatory time off at the rate of time and one-half off if requested. Compensatory time must be used at a mutually agreeable time prior to the end of November of each calendar year. Compensatory time off which is not utilized prior to December 1 shall be paid to the employee by check with the first full regular pay period in December, at the employee's then current overtime rate.

Overtime for purposes other than Court appearances will be distributed on an equitable basis. Distribution of overtime shall be reviewed by the City on a quarterly basis for the purpose of adjusting inequities.

Section B - Call-In Pay

An employee who is called in to work at a time disconnected from the employee's regularly scheduled shift shall be paid the applicable overtime rate for each hour or part of an hour that they work at the applicable overtime rate. Employees who are called in and work less than three hours shall be paid at a minimum of three (3) hours pay at the applicable overtime rate.

Supervisors will attempt to limit call ins to employees scheduled to work adjoining shifts.

Section C - Right Of Refusal

Employees shall have an initial right to refuse an offer for overtime or call-in work. If the supervisor is unable to obtain an employee for the required work, the supervisor may require the first individual the supervisor is able to reach to perform the necessary overtime work.

Section D - Pyramiding

There shall be no pyramiding of premium pay.

Section E - Court Time

The City will continue paid status for any employee who is subpoenaed to appear in Court for any proceedings which result from the employee's position with the City, and such employee shall be paid for a minimum of three (3) hours when the court appearance is disconnected from the employee's regular shift. The employee shall show the subpoena to the employee's supervisor and shall report back for work when released as a witness, unless the employee's shift has ended or there is one (1) hour or less of shift time remaining. The employee will turn in all witness fees received to the City for periods when the employee is on payroll status, other than vacation.

Section F - Reporting Late

Employees who are not chronic offenders in regard to tardiness will be

permitted to work during the work day they are tardy, provided they have notified the responsible persons designated prior to the beginning of their work shift.

Supervisors will continue to review each employee's attendance record and those who are not chronic offenders will be permitted to work as outlined in the above paragraph. Employees will be docked for any absence or tardiness. Employees who are tardy will be docked to the nearest tenth (1/10) of an hour for every tenth (1/10) of an hour such employee is tardy.

Chronic offenders will be defined as those who have six (6) unexcused absences or tardies within any continuous twelve (12) month period. Chronic offenders will not be precluded from qualifying for an excused absence.

Excused absence shall be defined as one which is determined to be unavoidable and not within the reasonable control of the employee.

Section G - Time Change

Shifts affected by changes to and from Daylight Savings Time will be paid for at the standard rate of eight (8) hours. In those cases where the work day is shortened as a result of the change, no employee shall be docked. Where the work day is lengthened due to the time change, that hour will not be compensated.

Section H - Training Sessions

While involved in employer required training sessions, employees shall be compensated for the first eight hours in attendance, less all scheduled lunch or personal breaks at their base hourly rate and at time and one-half for additional hours.

ARTICLE 14 - HOURS OF WORK

Section A - Normal Schedule

The normal work schedule for employees in the bargaining unit shall consist of five (5) consecutive work days of eight (8) hours each.

The parties agree to meet and confer for the purpose of exploring the possibility of adopting an alternative work schedule such as four (4) ten (10) hour days. The parties acknowledge that any alteration of the five (5) eight (8) hour day schedule under the current agreement will involve adjustments to other contractual provisions (i.e. Holidays). Any change in the five (5) eight (8) hour day schedule requires the voluntary agreement of both parties.

Changes of normal work schedules which are made to accommodate shift rotation, training, negotiations or the seven (7) day per week operation shall not be cause for payment of premium pay or loss of regular pay.

Subject to manpower requirements, regular days off shall be scheduled consecutively to the extent practicable.

Section B - Shift Assignment

Probationary employees shall be assigned to the various shifts at the discretion of the Communications Manager.

Shift assignments for non-probationary employees with assignments which are performed on a twenty-four (24) hour basis shall be made on a semi-annual basis, as follows:

1) There shall be a minimum of three (3) fixed positions available for bid on each of the three (3) regular shifts. Other employees will be assigned through the bid process to additional positions on the three (3) regular shifts, on overlap shifts, or rotating shifts by management after consultation with the Union through the Labor/Management Committee process. Such consultation shall involve consideration of adequate staffing with regard to demand for services, the experience levels of available employees, preferences of such employees, anticipated changes in staffing levels and other relevant issues.

2) No more than sixty (60) days prior to the beginning of the semi-annual shift assignment period, the Communications Manager, or designee, shall solicit the written preferences of each employee as to shift assignment. Each employee shall submit a written request for shift assignment within a period of time specified by the Communications Manager, or designee.

3) The Communications Manager, or designee, shall make shift assignments based on written preference of the employee in order of seniority at least four (4) weeks prior to the effective date.

4) If, during the assignment period, it becomes necessary to change staffing levels or fill vacant posts created by an unexpected variation in staffing levels, the Communications Manager, or designee, shall fill such additional or vacated slots in accordance with the following procedure:

- a. The Communications Manager, or designee, shall post the availability of the position for a period of five (5) days.
- b. During the five (5) day posting period, employees may volunteer to fill the position by submitting a written memorandum to the Communications Manager, or designee.
- c. If there are more volunteers than are necessary to fill such spots, the Communications Manager, or designee, shall select that employee with the greatest seniority.

- d. If the number of volunteers is insufficient to fill such spots, the Communications Manager, or designee, shall select that employee who has the least seniority.
- e. The Communications Manager, or designee, may make an immediate interim change to fill the spots pending the posting.

5) The City shall not enlarge the rotating or overlap shifts for the purpose of frustrating the employee's shift preference privilege.

Section C

Notwithstanding the prior language in this section, the City may re-assign or transfer one or more employees to alleviate circumstances which gave rise to a disciplinary incident, to address overall departmental concerns of productivity and efficiency, to accommodate reassignments for special services or units, or for education, training or retraining. If the reassignment requires an employee to work more than eight (8) hours in a day or forty (40) hours in a week the employee shall be entitled to premium pay.

Section D

With the approval of the City, two employees on the same shift may be permitted to trade their scheduled days off within the same work week. Such a trade of scheduled days off shall not give rise to premium pay for either employee.

ARTICLE 15 - VACATION

Section A - Purpose

The City of Springfield shall provide leave by way of vacation time off for use by the employees of the bargaining unit for rest and relaxation.

Section B - Schedule of Earned Vacation

1. Dispatchers that are employed as of January 31, 2007 shall accrue vacation in accordance with the following schedule:

- Upon six months employment - 3 days.
- After six months employment - 1.23 hours vacation per pay period.
- After 1 year - 4 hours vacation per pay period.
- After 4 years - 4.93 hours vacation per pay period.
- After 9 years - 5.54 hours vacation per pay period.
- After 14 years - 6.46 hours vacation per pay period.
- After 19 years - 7.08 hours vacation per pay period.
- After 24 years - 7.70 hours vacation per pay period.
- After 29 years - 8.62 hours vacation per pay period.

2. Dispatchers that are hired after January 31, 2007 shall accrue vacation in accordance with the following schedule:

- Upon six months employment - 3 days.
- After six months employment - 1.23 hours vacation per pay period.
- After 1 year - 3.08 hours vacation per pay period.
- After 5 years - 4.62 hours vacation per pay period.
- After 10 years - 6.16 hours vacation per pay period.

Section C - Vacation Requests

Each request for vacation use shall be submitted on a standard form provided by the City. The request will be reviewed by supervision and approved, manpower permitting. At least once a year, employees shall schedule time off so as to provide seven (7) consecutive days off. Vacation use will be approved for religious purposes, subject to review as above. Vacation leave shall be used in minimum increments of 30 minutes.

Section D - Vacation Accumulation

Each employee will be permitted to carry over unused vacation hours into the next calendar year up to a maximum of three hundred twenty (320) hours.

For the purpose of this Article a calendar year shall end with the last full pay period on or before December 31.

Upon request, the City will approve a waiver of this carry-over restriction to permit maximum realization of pension benefits. This waiver shall be requested during the year prior to the year of retirement. Should the employee change the retirement date, the employee will be required to use excess vacation accrued or have the employee's vacation balance reduced to three hundred twenty (320) hours at the end of the year. Upon redetermination of retirement plans, the employee may submit another waiver request.

Section E - Unused Vacation

Each employee who leaves the employment of the City for any reason will receive payment of all accrued hours up to a maximum of three hundred twenty (320) hours, except when an employee has designated a date for retirement for which the employee receives permission to accumulate those hours not used in the time prior to retirement beyond the three hundred twenty (320) hours. An employee who dies shall be entitled to payment for all unused hours accrued to the date of death. Such payment shall be made to the personal representative of the deceased employee.

Section F - Conversion

An employee accruing eighteen (18) days or more of vacation per year shall have an annual option to convert up to eighty (80) hours of vacation into deferred compensation at a conversion rate of eighty percent (80%) provided the employee maintains a vacation balance of one hundred twenty (120) hours after such conversion.

Payment will be based on the straight-time day shift rate in effect at the end of the last full pay period in September. Payment will be made only in full hour increments, at the time of the last full pay period in October.

ARTICLE 16 - HOLIDAYS

In lieu of the right to absence from duty on holidays listed below, each dispatcher shall be entitled to twelve (12) days absence with pay in each calendar year. January 1 through June 30, employees will be granted up to six (6) days off with pay, and from July 1 through December 31 will be granted six (6) days off with pay. Should an employee leave City employment for any reason during the year who has received more days off with pay than the holidays have occurred, the employee will refund to the City those days overpaid.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day
11. Law Day
12. Birthday Holiday

However, such days of absence may not be cumulative beyond any one (1) year and the time of absence from duty shall be designated by the Communications Manager.

Holidays that have occurred for which an employee has not been paid shall, upon leaving City employment for any reason, be paid for those holidays which have occurred during the calendar year.

Employees who are killed while in the performance of their duties shall have payment made to the duly appointed and acting representative of such estate for all unused holiday credits due at the time of death. The payment provided for shall be subject to and made in conformity with general laws of the State of Ohio and

such payment shall be made forthwith upon compliance with same.

In the event of death of an employee, all unused holiday credits due at the time of death will be paid to the employee's estate.

ARTICLE 17 - SICK LEAVE

Section A - Accrual

Employees shall accrue sick leave credits at the rate of .0575 for each hour in paid status.

Section B - Usage Of Sick Leave

Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor or Communications Manager, or designee:

1. Illness or injury of the employee of such a nature as to render the employee temporarily unable to perform the employee's normal duties.
2. Injury, illness or medical condition on the part of the employee's immediate family under such circumstances as to require the personal care and attention of the employee.

Section C - Physician's Certificate

The City may reasonably require an employee to submit a written certification from a licensed physician regarding the necessity of sick leave, and the time during which the employee is unable to perform the employee's normal duties. If an employee's absence extends beyond five (5) consecutive working days, a physician's certificate shall be required. Failure to obtain this certification may result in denial of sick leave benefits and/or disciplinary action. Additionally, the City may require an employee to undergo a physical examination, at the City's expense.

Section D - Conversion

Each employee of the bargaining unit who is eligible for retirement under OPERS, based on age and years of service and who does retire, having accumulated sick leave of over three hundred (300) hours, shall be paid for all accumulated sick leave in excess of three hundred (300) hours at the rate of sixty-two and one half percent (62.5%) of the employee's regular hourly wage for such accumulation in excess of three hundred (300) hours.

This provision shall apply to an employee quitting the employee's job, resigning or being laid off in the event of reduction in the work force, or otherwise

terminating employment in any manner except by discharge for cause, providing in all cases other than retirement, that the employee shall have been in the employ of the City of Springfield for a period of six (6) years or more. All accumulated days of sick leave referred to herein shall be sick leave accumulated while in the actual employ of the City, except upon retirement.

Section E - Death Of Employee

In the event an employee who has been in the employ of the City of Springfield for a period of five (5) years or more dies while still employed by the City, the benefits under Section D above will be paid to the deceased employee's estate. In the event an employee who has been in the employ of the City of Springfield for a period as would qualify said employee for retirement, dies while still employed by the City, the benefits under Section F will be paid to the deceased employee's estate and no benefits shall be paid under Section D. Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the employee to that time.

Section F - Disability Of Employee

Each employee who becomes disabled and accepts disability retirement under the provisions of Ohio law shall be terminated from active employment by the City and shall be paid one hundred percent (100%) of the employee's unused, accumulated sick leave.

Section G - Increments

Sick leave may be used in increments of one-tenth (1/10) of an hour or more.

Section H - Annual Payout

If an employee of the Bargaining Unit uses less than forty-eight (48) hours of sick time in a calendar year, the employee may, at the employee's option, be paid for all or any part of the unused forty-eight (48) hours at the employee's hourly rate. The employee's accumulated sick leave balance shall be reduced by the number of hours for which the employee elects to take pay at the hourly rate.

An employee may not elect to take pay for such sick leave if it would reduce the employee's accumulated sick leave balance below three hundred (300) hours. Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current year.

Payment will be made at the straight-time day shift rate in effect at the end of the last full pay period in the year. Payment will be made only in whole hour increments at the time of the last full pay period in January.

ARTICLE 18 - PERSONAL LEAVE

Section A

With the approval of the Communications Manager, or designee, a leave may be granted without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee and may not be renewed or extended beyond six (6) months. Upon completion of such leave of absence, the employee shall be returned to the position the employee formerly occupied or to a similar position if the employee's former position no longer exists. Such leave will not be granted to try out other employment.

Section B

If personal leave is granted to an employee due to illness, group insurance coverage while on such leave shall be continued for such leave period at City expense, if legally permitted. If such payment for group insurance is not legally permitted, the employee, with the approval of the insurance carrier, shall have the option of retaining such group insurance coverage at the employee's own expense.

Section C

During the period the employee is on personal leave, there shall be no accrual of sick leave, vacation or other benefits. Upon the return of the employee, the seniority date will be adjusted to reflect the time off the payroll without pay.

ARTICLE 19 - JURY DUTY

If an employee is summoned for jury duty, the employee will be paid their regular wage during such service if the following qualifications are met:

1. The employee must report to their supervisor and present the jury duty notice as soon as possible.
2. The employee must, if possible, update their supervisor if any changes in time allotment are required.
3. Jury duty fees must be returned to the City Treasurer.

ARTICLE 20 – EXPERIENCE PAY SUPPLEMENT

Section A – Additional Pay for Experience

- 1) In addition to the wage rate set forth in Article 32, employees shall receive compensation in the amounts set out below:

- a. Upon completion of five (5) years satisfactory service - \$0.34 per hour,
 - b. upon completion of ten (10) years satisfactory service - \$0.58 per hour,
 - c. upon completion of fifteen (15) years satisfactory service - \$0.82 per hour,
 - d. upon completion of twenty (20) years satisfactory service - \$1.06 per hour,
 - e. upon completion of twenty-five (25) years satisfactory service - \$1.30 per hour,
 - f. upon completion of thirty (30) years satisfactory service - \$1.54 per hour.
- 2) The appropriate amount from the table 1) above shall be added to the rate of pay set forth in Article 32 for the employee's pay grade and step for each hour the employee either works or is on paid leave.
 - 3) This additional amount shall be part of the employee's base pay for overtime calculation.
 - 4) This additional amount shall not be used in computing any other amount to be paid to an employee under this agreement, including vacation or sick leave payouts.
 - 5) For the purpose of this article, "satisfactory service" includes service as an employee in a bargaining unit position and prior service for the City.

ARTICLE 21 - PERSONAL DAYS

Each employee will be entitled to two (2) days of personal leave during each annual period beginning July 1 and ending June 30. The days shall be used in units of not less than one-half (1/2) day increments, shall not be cumulative, and thus not carried over into the next year of the Agreement.

Except for unanticipated situations requiring the immediate attention of the employee, application in writing for personal leave shall be made in advance, under the same restrictions as vacation scheduling. In such situations, a shorter time period may be used for such application. If the situation is such that the application cannot be made in advance, the employee shall notify their immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

ARTICLE 22 - UNION BUSINESS

Section A – General Union Business Leave

The City shall continue the on-duty shift pay for union associates for union business to a maximum of thirty-two (32) hours per contract year. The Union may carry over the unused portions of the annual allotments under this section into subsequent years of the agreement.

Section B - Negotiations

1. During the period beginning August 31, 2017, and ending when a successor agreement is finalized, the City shall continue on-duty shift pay for employees of the Union bargaining committee for the purpose of preparing for negotiations with regard to a successor agreement to a maximum of twenty-four (24) duty hours. Apportionment of the twenty-four (24) hour period between bargaining committee members shall be made by the Union, and reasonable advance written notice of the utilization of such time is required.

2. In addition, the City shall continue on duty pay for bargaining committee members during negotiating sessions related to a successor agreement for a maximum of one employee per assigned shift. The parties will attempt to schedule negotiations so as to accommodate as many employee members of the bargaining teams as possible.

ARTICLE 23 - FUNERAL LEAVE

In the event of death in an employee's immediate family, a period of up to five days shall be granted for funeral leave.

1. Funeral leave beyond the express terms of this Article may be granted upon request with the approval of the Communications Manager, or designee. Such request will not be unreasonably denied.

2. All funeral leave shall be charged to accrued sick leave.

As used in this Article, and in Article 17, Sick Leave, the term "immediate family" shall be defined as including spouse, grandparents, brother, sister, brother or sister-in-law, daughter or son-in-law, father, mother, father or mother-in-law, child, or grandchild, a legal guardian or other person who stands in the place of a parent.

Sick time used for funeral leave will not be charged against computations for the annual sick leave buyout under Article 17, Section H.

ARTICLE 24 - MILITARY LEAVE

Military leave shall be granted as governed by the applicable provisions of the Ohio Revised Code and federal law.

ARTICLE 25 - INSURANCE

Section A - Life Insurance

The City shall furnish to each employee a Twenty Thousand Dollar (\$20,000.00) term life insurance certificate with additional provisions for accidental death, dismemberment and waiver of premium coverage should the insured employee become totally disabled prior to age sixty (60).

Section B - Medical / Hospital Insurance

The City shall make health care benefits coverages available to employees under the City's health care plan, which shall include, at a minimum; the following:

- a. Hospitalization/Surgical Coverage
- b. Diagnostic, X-Ray, and Laboratory Services
- c. Obstetrics Coverage
- d. Prescription Drug Coverage
- e. Hospice and Home Health Care Coverage
- f. Extended Benefits and Lifetime Dependent/
Disabled children coverage as defined by the plan
- g. Mental Health/Substance Abuse Services
- h. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan.

Beginning in 2018, within two weeks of July 1 of each plan year, the City shall contribute to the HSA account of each eligible employee who has participated in the City's Wellness Program, a sum equal to 75% of the applicable annual deductible. The City shall contribute to the HSA account of each eligible employee who has not participated in the City's Wellness Program, a sum equal to 50% of the applicable annual deductible.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation. After implementation of plan changes, the revised plan shall be substantially comparable to the preceding plan.

Section C - Cost Sharing

Employees shall pay, by wage withholding, twelve and one half percent (12.5%) of the total premium for family coverage or single coverage for the period beginning upon execution of this agreement and ending November 30, 2018 and fifteen percent (15%) of the total premium for family coverage or single coverage thereafter. The employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income. The City shall continue such Section 125 plan.

Section D - Study Committee

The City-Wide Health Care Committee shall annually convene to examine various health care concerns including such issues as cost containment, managed care options, and other general insurance related matters. There shall be one (1) member from the Communications Division appointed to the City-Wide Health Care Committee by the Union.

Section E - Professional Liability Insurance

As long as the City has in force professional liability insurance for members of the Police and Fire Rescue Divisions, coverage shall be afforded to the employees covered under this Agreement upon the similar terms and conditions.

Section F - Dental Insurance

The City and the Union will, in cooperation with other groups of City employees, select an appropriate optional dental insurance plan. The City will pay one half the premium cost to a maximum of twenty-five dollars (\$25.00) per month, the balance will be paid by wage withholding.

ARTICLE 26 - IDENTIFICATION CARDS

The City will issue an identification card to each Communications Operator. These cards will be replaced as needed. Upon termination of employment for any reason, final paychecks will be withheld until identification cards, drug prescription cards, and all other issued equipment has been returned to the City.

ARTICLE 27 - SENIORITY

Section A

A seniority list shall be established naming all the employees covered by this Agreement, with the greatest seniority in the classification of "Communications Operator" listed first. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service as a Communications Operator in the Department of Public Safety. Seniority, shall be adjusted, but not broken, by the period of any disciplinary suspension.

Section B

The seniority list shall be brought up to date on January 1st of every year and immediately posted thereafter on the bulletin board for a period of not less than thirty (30) days, and copy of same shall be sent to the Union and to the steward. Any objection to the seniority list, as posted, must be reported to the employer

within ten (10) days from the date posted or it shall stand as accepted.

Section C

If two or more employees have equal periods of continuous service as a Communications Operator in the Department of Public Safety, that employee with the higher ranking on the Civil Service eligibility list shall be considered more senior.

ARTICLE 28 - ACCESS TO PREMISES

Section A

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours consistent with applicable Communications Division procedures, for the purpose of adjusting disputes, meeting with employees and participating in Labor/Management Committee meetings provided, however, that there is no interruption of the Employee's working schedule without the consent of supervision. Such access will normally be prescheduled through the Communications Manager, or designee, and will not be unreasonably impeded.

ARTICLE 29 - BULLETIN BOARDS

The Employer agrees to provide suitable space for a bulletin board in a mutually agreeable site at the work site. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 30 - GRIEVANCE PROCEDURES

Section A

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

An employee having a grievance shall first attempt to resolve it informally with the immediate supervisor. At this stage, there is no need to put the grievance in writing, nor to have the steward present. This informal step must be commenced within five (5) working days of the occurrence of the cause of the grievance or the time the employee could reasonably become aware of the cause for grievance.

The supervisor shall render a decision no later than three (3) working days from the date of the presentation of the grievance. If the employee is not satisfied

with the response of the supervisor, the employee may pursue the formal steps which follow. The written grievance must be filed by an associate at Step 1 within seven (7) working days of the supervisor's response.

Step 1 - Communications Coordinator

The employee shall present the grievance on an agreed to grievance form to the Communications Coordinator on the shift. The grievant shall indicate on the form the exact nature of the grievance and the Article of this Agreement alleged to be violated and the relief requested. The Communications Coordinator shall meet with the employee, who may be accompanied by a steward or other representative designated by the Union. Witnesses may be called by either party.

The Communications Coordinator must meet with the grievant and respond in writing within five (5) working days of receipt of the grievance.

If the grievant does not refer the grievance to Step 2 of the grievance procedure within five working days of the Communications Coordinator's response, the grievance shall be considered to be satisfactorily settled.

Step 2 - Communications Manager

The employee shall refer the grievance and all relevant material concerning the grievance to the Communications Manager, who shall schedule a meeting with the grievant, the steward or other representative designated by the Union, and such witnesses as may be deemed appropriate by the parties within seven (7) working days of receipt of the grievance. The Communications Manager shall respond to the grievance in writing within seven (7) working days of the hearing.

If the grievant does not refer the grievance to arbitration within twenty-one (21) working days of receipt of the Communications Manager's answer, the grievance shall be considered to be satisfactorily settled.

Step 3 - Arbitration

The grievant, or the union on the grievant's behalf, shall notify the Communications Manager and the Personnel Director of the City within twenty-one (21) days of receipt of the Communications Manager's answer of the desire to seek arbitration. The determination of whether to seek arbitration rests with the Union. Within ten (10) days of the request for arbitration, the parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall promptly select an arbitrator from the panel.

After the parties have begun the process of selecting an arbitrator, but before the arbitration hearing is held, a grievance may be referred to mediation by mutual agreement of the parties. The parties may select a mediator from FMCS or SERB, or mutually select a mediator. The mediator and the arbitrator shall not be the same person. Statements made in mediation shall not be used in any ensuing arbitration. Costs of the mediator's services shall be split by the parties. If the

mediation is not successful, the arbitration hearing shall go forward.

The decision of the arbitrator shall be in writing and shall be final and binding on the parties but he shall have no power to add to, subtract from or modify any of the terms of this Agreement or exercise any of the responsibilities of the City or the Union.

Section B - Time Limits

It is the intent of the parties that all time limits in this grievance procedure shall be met. However, short time extensions may be granted by mutual consent in writing. It is understood that management shall respond within the prescribed time limits. However, if unforeseen circumstances arise which makes management unable to respond the grievant may move the grievance along immediately to the next step.

Section C - Witnesses

Any bargaining unit employee called as a witness by either party during the hearing shall continue to receive on-duty pay while attending the hearing. For the purpose of this provision "hearing" includes the proceedings at Steps 2 and 3.

Section D - Costs

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

Section E - Union Representation

The Union has the right to be present at all proceedings under this grievance procedure when requested by the grievant, and to participate in any hearings held hereunder in a capacity designated by the grievant. Additionally, the grievant may be represented by counsel at the grievant's request, and at no expense to the City.

Section F - Days Defined

The terms "days" and "working days" as used in this Article means the days worked by the individual who is required to meet the specific time limitation at issue. Absence from work by the individual required to meet the specific time limitation at issue shall not extend the specific time limitation for a period in excess of two (2) weeks. The failure of the grievant to comply with any of the time deadlines specified herein shall result in the grievance being fully and finally resolved in accordance with the terms of the decision at the prior step.

The time limits imposed in this Article may be extended at any step by

mutual consent. Additionally, any step in this grievance procedure may be eliminated by mutual consent.

Section G - Waiver

The parties may mutually waive, in writing, Steps 1 and 2 when it appears that such steps would not result in resolution.

ARTICLE 31 - LABOR / MANAGEMENT COMMITTEE

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Meetings shall be scheduled by agreement with due regard for staffing in an effort to avoid overtime. Meetings may be canceled by mutual consent or special meetings may be called by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. An FOP-OLC representative may attend the meetings.

Employees attending LMC meetings on their regular shift hours will be released from duty without loss of pay. Employees attending at times abutting their regular shifts will not be paid for time outside of their assigned hours. Employees attending at other times are not eligible for call in pay under Article 13, Section B.

ARTICLE 32 - WAGES

Section A - Wages

Employees shall be paid their regular base hourly wage in accordance with the following pay table:

<u>Effective upon contract execution</u>		3.00%		
<u>Class Title</u>	<u>Grade/Step</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>	<u>Annual Rate</u>
Communications Operator	1CO 1	17.09	1,367.20	35,547.20
	1CO 2	17.98	1,438.40	37,398.40
	1CO 3	18.89	1,511.20	39,291.20
	1CO 4	19.82	1,585.60	41,225.60
	1CO 5	20.80	1,664.00	43,264.00
	1CO 6	21.88	1,750.40	45,510.40

Effective December 1, 2018

2.00%

<u>Class Title</u>	<u>Grade/Step</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>	<u>Annual Rate</u>
Communications Operator	1CO 1	17.43	1,394.40	36,254.40
	1CO 2	18.34	1,467.20	38,147.20
	1CO 3	19.27	1,541.60	40,081.60
	1CO 4	20.22	1,617.60	42,057.60
	1CO 5	21.22	1,697.60	44,137.60
	1CO 6	22.32	1,785.60	46,425.60

Section B - Pay Step Intervals

The time interval required between salary steps shall be as follows:

- 1 to 2 - 12 months
- 2 to 3 - 12 months
- 3 to 4 - 12 months
- 4 to 5 - 12 months
- 5 to 6 - 12 months

provided the employee's last performance evaluation is satisfactory.

This will permit an employee to reach the maximum rate following sixty (60) months of satisfactory service.

Section C - Deferred Compensation

The City shall implement a deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall be implemented as soon as approval from the Internal Revenue Service and the Pension Board is granted, and shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

Section D - Shift Differential

Shift differential shall be paid at the rate of forty cents (\$.40) for all hours worked on assigned shifts beginning at or after 2:00 P.M. and prior to 4:00 A.M.

Shift differential shall be part of the base rate for overtime calculations.

Employees shall be paid shift differential only for hours actually worked, not for any periods of paid leave.

Section E – Trainer Pay

An employee assigned to train a probationary employee shall receive an additional hour's pay for each shift worked on such training assignment.

ARTICLE 33 - SEVERABILITY

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

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

ARTICLE 34 - WAIVER

Section A

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

Section B

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

Section C

Such notice shall specifically state the terms and conditions to be discussed and the suggested change or modification requested. Neither party is obligated to negotiate with respect to issues which were or could have been negotiated at the time of this Agreement. The parties may be obligated to negotiate issues which have a material effect on wages, hours, or terms and conditions of employment pursuant to Revised Code Chapter 4117. The provisions of this section are not

subject to Article 30 (Grievance Procedure) of this Agreement.

ARTICLE 35 - STRIKES OR LOCK-OUT

Section A - No Strike

Inasmuch as this Agreement provides for the orderly resolution of grievances, including resolution by an impartial third party, the City and the O.L.C. recognize their mutual responsibility to provide for uninterrupted service to the citizens of Springfield. Therefore, the O.L.C. agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, or participate in any strike or work stoppage for the duration of this Agreement.

Should City employees who are not members of the bargaining unit strike either in a legal or an illegal manner, the employees represented by the O.L.C. will continue to perform their usual duties.

Section B - No Lock-Out

The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lock-out of any employee covered hereunder.

ARTICLE 36 - DRUG TESTING

The City may require an employee to submit to drug testing in accordance with the City's then-existing Drug and Alcohol Policy in the following circumstances:

- a. Prior to employment
- b. Upon reasonable cause
- c. Following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol
- d. Prior to and after return from duty after failing a drug test
- e. After completion of rehabilitation treatment
- f. As otherwise required by law; or
- g. At the request of the employee.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services or some other laboratory agreeable to the City and the Union. The City's policy will continue to require that all reasonable methods be utilized to protect the dignity and

privacy of employees and maintain confidentiality.

The City shall bear the cost of testing required by the City.

**ARTICLE 37 - COMMUNICATION OPERATOR PROCEDURAL MANUAL /
DEPARTMENT PROCEDURAL MANUAL**

The City will maintain a communications operator rules and regulations procedural manual in an up-to-date manner which shall include: interoffice communications which implement additions, deletions, or changes in duty functions or policy which directly affect employees. The City will make every reasonable effort to provide prior written notice of procedural changes.

ARTICLE 38 - AGREEMENT BOOKLET

The City shall provide an electronic copy of the agreement to all employees.

ARTICLE 39 - REINSTATEMENT

Upon request, a Communications Operator who has voluntarily resigned, may be reinstated within two years following the date of resignation. Reinstatement shall be totally at the discretion of the City Manager, and not reviewable through either the Grievance Procedure or Civil Service. Applications for reinstatement shall only be considered when there is an existing vacancy.

ARTICLE 40 - TUITION REIMBURSEMENT

Employees may participate in the City's Tuition Reimbursement Policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to City's discretion.

ARTICLE 41 - DURATION

This Agreement shall be effective upon execution and remain in full force and effect through November 30, 2019.

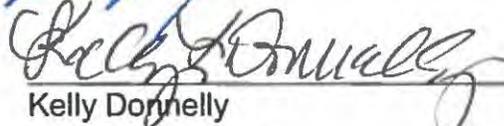
If either party intends to extend, modify, or terminate the provisions of this Agreement at the time of its expiration, such party shall notify the other party during the period beginning one hundred twenty (120) days prior to the expiration of the Agreement and ending ninety (90) days prior to the expiration of the Agreement. Upon such notice, both parties shall commence negotiations with regard to a successor Agreement.

IN WITNESS WHEREOF, the City of Springfield, Ohio, a municipal corporation, and the Fraternal Order of Police / Ohio Labor Council, Communications Operators, through their authorized agents, have hereunto set their hands this 11th day of January, 2018.

FOR THE UNION:



Rick Paquette



Kelly Dornelly



Stefanie Curtis

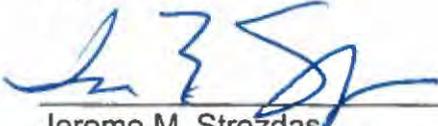
FOR THE CITY:



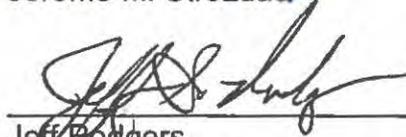
James A. Bodenmiller



Paul Hicks



Jerome M. Strozdas



Jeff Rodgers