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38934

## **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF VERMILION AND THE**

**FRATERNAL ORDER OF POLICE**

CASE NO 2019 MED 10 1097  
CASE NO 2019 MED 10 1098

Term of Agreement

January 1, 2020 - December 31, 2022

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ARTICLE 1  
PURPOSE OF AGREEMENT

Section 1.01. This Agreement, entered into by the City of Vermilion, hereinafter referred to as the “Employer,” and the Fraternal Order of Police/Ohio Labor Council Incorporated (FOP/OLC) hereinafter referred to as the “Union,” has as its purpose the following: to comply with the requirements of Ohio Revised Code Chapter 4117 (Strikes by Public Employees); to set forth the full and complete understandings and agreements between the Parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit, as defined in Article 2, Section 2.01 of this Agreement; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained in Article 12 of this Agreement.

ARTICLE 2  
APPLICATION OF AGREEMENT TO BARGAINING UNIT

Section 2.01. As used in this Agreement, “bargaining unit” means the following personnel of the Police Division: Part-time Dispatchers and Part-time Patrolmen.

Section 2.02. This Agreement shall be applicable to members of the bargaining unit.

ARTICLE 3  
UNION RECOGNITION

Section 3.01. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit described in the State Employment Relations Board’s order of April 6, 2001, in Case No. 00-REP-09-0210 (Part-time Patrolmen), and in the Board’s order of April 6, 2001, in Case No. 00-REP-09-0211 (Part-time Dispatchers).

Section 3.02. All positions and classifications not specifically referred to in Article 2.01 as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3.03. Notwithstanding the provisions of this section, management, confidential, fiduciary, supervisory, casual, probationary and seasonal employees, and students whose primary purpose is education or training, shall be excluded from the bargaining unit.

Section 3.04. It is understood that the Parties have voluntarily agreed to engage in multi-unit bargaining pursuant to Ohio Revised Code Section 4117.06. By agreeing to engage in multi-unit bargaining, the Parties have not waived their right to negotiate successor Agreements separately. If either the Employer or the bargaining unit wishes to engage in separate negotiations, it shall provide written notice to the other Party at the time it provides or within five (5) days of receiving Notice of Intent to Negotiate.

## ARTICLE 4 DUES CHECKOFF

Section 4.01. Authorization. The Employer agrees to deduct Union membership dues, fees and assessments in accordance with this section for any employee within the bargaining unit, upon the successful completion of his or her individual probationary period. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. The signed authorization for dues deduction form (see Appendix C) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. All dues deducted shall be transmitted to the Fraternal Order of Police/Ohio Labor Council Incorporated, 222 East Town Street, Columbus, Ohio 43215- 4611.

Section 4.02.The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of hire. Upon request, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC within fourteen (14) days of this request.

Section 4.03. Obligations of Parties. The Parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this section. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.04. Employer's Relief From Obligation. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:

- (1) Termination of employment;
- (2) Transfer to a job other than one covered by the bargaining unit;
- (3) Layoff from work;
- (4) Taking an unpaid leave of absence;
- (5) Written authorization signed by the employee to revoke or terminate deductions.

Section 4.05. Hardship Cases. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. The Union may waive its rights to dues deductions in hardship cases if written notification is first served upon the City Finance Department.

Section 4.06. Claims for Errors in Processing. The Parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.07. Certification and Changes in Rate of Deduction. The rate at which dues are to be deducted shall be certified to the Employer by the Union. One month advance notice must be given the Finance Department prior to making any changes in an individual's dues deductions.

ARTICLE 5  
NONDISCRIMINATION

Section 5.01. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, color, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision.

Section 5.02. Where there is an alleged violation of a provision of this Article that qualifies for appeal under the rules of the U.S. Equal Employment Opportunity Commission, the Ohio Civil Rights Commission or the State Employment Relations Board, such matter shall not be appealable through the grievance procedure contained in Article 12. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 5.03. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, so long as that activity does not conflict with the terms of the Agreement referred to in Article 1.01.

Section 5.04. The Union agrees not to interfere with the rights of employees to refrain from or resign from membership in the Union, and the Union shall not discriminate against, interfere with, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5.05. All references to employees in the Agreement referred to in Article 1.01 designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 6 NO STRIKE - NO LOCKOUT

Section 6.01. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement referred to in Article 1.01 provides machinery for the orderly resolution of grievances. The Parties, therefore, agree that during the term of such Agreement the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike or slowdown which affects the Employer or its operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "that such action is not sanctioned by the Union and that all employees should and have been advised to return to work immediately." The letter shall be signed by the highest ranking local Union officer.

Section 6.02. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate subsection 6.01 hereof are subject to discipline or discharge by the Employer. Should disciplinary action be taken in accordance with the provisions of this section, the only question which may be appealed is whether or not the employee(s) did participate in or promote such action.

Section 6.03. During the term of such Agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated the terms of this article.

Section 6.04. Nothing in this section shall be construed to limit or abridge the Employer's and Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

## ARTICLE 7 MANAGEMENT RIGHTS

Section 7.01. Except as specifically limited in this section, the Employer shall have the exclusive right to administer the business of the City and its departments in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- (1) To manage and direct its employees, including the right to select, hire, promote;

- (2) To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- (3) To manage and determine the location, type and number of physical facilities, equipment, programs and work services to be performed;
- (4) To determine the goals, objectives, programs and services of the departments and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- (5) To determine the size, composition and duties of the work force and the number of shifts required, to establish work schedules, to establish hours of work and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked; and to establish, modify, consolidate or abolish jobs (or classifications) only after meeting and discussing the same with affected Union representatives;
- (6) To reduce the work force due to lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the departments;
- (7) To determine when a job vacancy exists, and the standards of quality and performance to be maintained;
- (8) To determine the necessity to schedule overtime and the amount required thereof;
- (9) To maintain the security of records and other pertinent information;
- (10) To determine the overall budget;
- (11) To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- (12) To determine and implement necessary actions in emergency situations.

Section 7.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## ARTICLE 8 UNION REPRESENTATION

Section 8.01. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure set forth in Article 12



shall be known as Representatives. The number of Representatives shall be one from each bargaining unit as follows:

- (1) Part-time Patrolmen; and
- (2) Part-time Dispatchers.

The Union shall designate an alternative Representative for each representative. Alternate Representatives shall serve as Representatives only in the absence of the Representative from work. At the time of his or her designation, a Representative shall have completed his or her probationary period and be employed in the work unit he or she represents.

Section 8.02. The Employer agrees to admit one non-employee Union Representative to the Employer's facility during the Employer's normal office business hours Monday through Friday, upon reasonable advance notice. Upon entering, such non-employee Union Representative shall identify himself or herself to the Employer or the Employer's designated representative. Non-employee Union Representatives shall be admitted for the purposes established in the Agreement referred to in Article 1.01 and shall only be permitted in the areas of the facility designated by the Employer or the Employer's designated representative.

Section 8.03. The Union shall notify the Employer, in writing, of the names of the Representatives and non-employee Representatives before they will be recognized by the Employer. For the purpose of the Agreement referred to in Article 1.01, appropriate Union Representative business is defined as:

- (1) Representation of a member at any step of the grievance procedure;
- (2) Representation of a member at a disciplinary conference when requested by the affected employee if economic detriments are expected to be imposed upon the employee; and
- (3) Attendance at meetings between the Union and the Employer where his or her attendance is requested.

The Representative shall be permitted reasonable time off with pay to conduct appropriate Union Representative's business as defined in this section during his or her working hours, provided the prior authorization of his or her immediate supervisor is obtained.

Section 8.04. Rules governing the activity of the Union Representative and alternate are as follows:

- (1) The Representative or alternate must obtain, in advance, the authorization of his or her immediate supervisor before beginning Union activities. All Parties shall consider the rigors of the work schedule, and while

permission therefore will not be unreasonably withheld, likewise, it is understood that this is an occasional privilege which shall not be abused.

- (2) The Representative or alternate shall identify the reason for the request at the time Union activity time is requested.
- (3) The Representative or alternate shall not conduct Union activities in any work area without notifying the immediate supervisor in charge of that area of the nature of the Union activity.
- (4) The Representative or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted or upon the reasonable order of the Representative's or alternate's supervisor.
- (5) Failure to comply with such order may result in disciplinary action if it is found that the Union Representative or alternate is abusing the rules of this section, and continued abuses may result in revocation of the privileges contained in this section.

Section S.05. Any change made in the designation of a Representative or alternate Representative shall be furnished to the Employer before the newly designated Representative or alternate Representative is recognized by the Employer.

## ARTICLE 9 LABOR MANAGEMENT MEETINGS

Section 9.01. In the interest of sound labor-management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable date and time, representatives of the Employer shall meet with representatives of the Union to discuss those matters addressed in Section 9.02 contained herein.

Section 9.02. An agenda listing the items to be covered will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings. The Union shall also supply the names of those Union Representatives who will be attending. Working days for purposes of this article shall be Monday through Friday, excluding Saturdays, Sundays and holidays. The purpose of such meetings shall be to:

- (1) Discuss the administration of the Agreement referred to in Article 1.01;
- (2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- (3) Discuss the grievances which have not been processed beyond the final step of the grievance procedure set forth in Article 12, but only when such discussions are mutually agreed to by the Parties;

- (4) Disseminate general information of interest to the Parties;
- (5) Discuss ways to increase productivity and improve efficiency;
- (6) Give the Union Representatives the opportunity to share the views of their members on topics of interest to both Parties; and
- (7) Consider and discuss health and safety matters relating to employees.

Section 9.03. If special labor-management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 9.04. Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement referred to in Article 1.01.

## ARTICLE 10 NEGOTIATIONS AND AGREEMENTS GENERALLY

Section 10.01. Location of Meetings. Meetings will be held on the premises of the Employer.

Section 10.02. Notice of Intent to Negotiate. If either Party desires to terminate, modify, or negotiate a successor Agreement, such Party shall serve written notice upon the other Party not less than sixty (60) to ninety (90) days prior to the expiration date of the existing Agreement. Notice to modify or terminate this Agreement shall comply with Section 4117-1-02 of the Ohio Administrative Code.

Section 10.03. Dates and Times of Meetings. Sessions will be scheduled by mutual agreement on an as-needed basis and will be normally for three (3) hours maximum duration. If further meeting time is required following adjournment, nothing in this section shall limit the Parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

Section 10.04. Bargaining Committee Makeup. The Union team will consist of no more than three (3) employee participants, plus legal counsel and one union representative. Meetings will be scheduled during employees' off-duty time whenever possible. Upon mutual agreement, meetings of various employee classifications may be held separately.

Section 10.05. Chief Negotiator. There shall be only one (1) principal spokesperson, called the "Chief Negotiator," for the employee classifications (Part-time Dispatchers; Part-time Patrolmen) governed hereby, for each Party, except that he or she may on occasion request one of his or her team members to address a specific issue.

Section 10.06. Data. All requests for data shall be in writing.

Section 10.07. Written Proposals/Materials. All written proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other Party's bargaining team.

Section 10.08. Agreements.

- (1) Terms and conditions agreed to by the Parties will be reduced to writing, duplicated, dated and signed by the Parties as a tentative agreement. When appropriate, a particular term and/or condition agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the Parties as a tentative agreement on that particular term and/or condition pending tentative agreement on the complete agreement.
- (2) It is understood that such tentative agreements are considered resolved, and they shall be binding on either Party, until such time as total agreement is reached on the entire agreement.
- (3) After final tentative agreement is reached on all terms and conditions, the Union Bargaining Committee will present the agreement to its membership for ratification.
- (4) Upon ratification by the Union and the City Council, the Bargaining Committees will meet within fifteen (15) days to execute the agreement by affixing the signatures of the Parties.

Section 10.09. Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each Party is responsible for taking its own notes.

Section 10.10. Meeting Arrangements. The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

Section 10.11. Caucuses. A caucus may be called at any time during negotiations by the Chief Negotiator for any of the employee groups which are a Party to the Agreement referred to in Article 1.01. Caucuses should be limited to fifteen (15) minute duration and additional caucuses may be called.

Section 10.12. News Media. It is agreed that, during the negotiating period, neither Party will issue a statement to the news media on an individual basis. If, in the normal conduct of negotiations, such press releases should become necessary, the contents must be mutually acceptable.

Section 10.13. Economics. The Parties will attempt to reach tentative agreement on all non- economic items before the Parties commence negotiations on the language regarding items of an economic nature.

Section 10.14. Waiver. Sections of this article may be waived by mutual consent of both Parties as evidenced by a written agreement signed by both Parties.

## ARTICLE 11 DISCIPLINE

Section 11.01. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office.

Section 11.02. Except in instances where the employee is found guilty of gross misconduct or guilty of a serious offense, discipline will be applied in a corrective and progressive manner. Progressive 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. Progressive discipline shall be applied for events and circumstances that are similar or like in nature or behavior. Forms of disciplinary action are:

1. written warning
2. written reprimand
3. suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Records of suspension will be maintained.)
4. reduction in pay
5. termination

Section 11.03. Whenever an investigation concerning an employee occurs wherein a disciplinary suspension, non-probationary reduction or removal may result, the affected employee will be notified at the time he is first questioned that such a result is possible. Either party may make audio tapes of investigation sessions. However, neither party is required to make tapes and the unavailability of taping equipment or the inability of either party to make audio tapes shall not serve as a cause for postponement of investigation sessions. Prior to making an audio tape, pursuant to these articles, the party making the audio tape shall notify the other party prior to making such audio tape and will provide a copy of such audio tape to the other party upon request.

Section 11.04. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he will be advised that such a failure or refusal may be the basis for such a charge and what penalty could result.

Section 11.05. If an anonymous complaint is made against an employee and, after investigation is found to be unsubstantiated, the complaint shall be classified as unfounded. It shall be marked, dated as such, and signed by the Chief or his designee. Unfounded complaints shall not be placed in an employee's official personnel file.

Section 11.06. Prior to an employee receiving a disciplinary suspension of three (3) days or more, non-probationary reduction, or discharge, a pre-disciplinary conference between the Safety Director and the affected employee will be scheduled by the Employer. Such hearing will be scheduled no earlier than twenty four (24) hours from the time the employee is notified. An employee may have a representative of the FOP/OLC present at such hearing. It shall be the responsibility of the employee to notify and make arrangements for the FOP/OLC representative to be present. If the FOP/OLC representative is not available immediately, the Safety Director and the FOP/OLC representative shall mutually agree upon a date and time for the hearing. An employee shall be advised in writing of the nature of the charges prior to the hearing and, upon request, shall be provided copies of any evidence to be presented. The disciplinary hearing, if any, shall be completed within fourteen (14) calendar days from the presentation to the employee of the written specification of charges unless the parties mutually agree to an extension. When the nature of an offense is such that immediate disciplinary action is necessary, the employee shall be suspended from the active performance of regular duties, without loss of pay until the pre-disciplinary conference is held.

At the pre-disciplinary hearing, the employee may choose to:

1. appear at the hearing to present oral or written statements in his defense, or
2. appear at the hearing and have an employee or non employee representative of the FOP/OLC present oral or written statements in his defense, or
3. elect in writing to waive the opportunity to have a pre-disciplinary hearing.

Failure to elect and pursue one of these three options shall be deemed a waiver of the employee's right to a pre-disciplinary hearing.

At the disciplinary hearing, the employee or his representative will be provided an opportunity to respond to the allegations of misconduct which were outlined to the employee.

At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges.

Pre-disciplinary hearings for suspensions of two (2) or fewer days will be conducted by the police chief.

Section 11.07. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 11.08. An employee may request in writing that oral reprimands and written reprimands cease having force and effect eight (8) months after their effective date; records of suspension of three (3) days or less cease having force and effect 12 months subsequent to their effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months subsequent to their effective date. This request shall be made to the Chief of Police or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline.

Section 11.09.

- A. Questioning of members of the bargaining unit shall be for reasonable periods of time and at a time during or abutting normal working hours except where emergency circumstances require otherwise.
- B. Members of the bargaining unit being investigated shall not be threatened, coerced or intimidated.
- C. Members of the bargaining unit shall be advised and furnished a copy anytime material deleterious to the member is placed in his/her personnel file. At such time the member may submit material to comment or clarify any of the deleterious material placed in his/her personnel file.
- D. Members of the bargaining unit shall only be required to submit to a polygraph or CVSA examination if they voluntarily choose to do so.

ARTICLE 12  
GRIEVANCE PROCEDURE

Section 12.01. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. “Working days” are Monday through Friday, excluding Saturday, Sunday and recognized holidays.

Section 12.02. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. Each employee who desires to be included as a grievant shall sign the grievance. Group grievances shall be presented in the first instance step 1. The grievance procedure outlined in Subsection 12.06 shall be used throughout.

Section 12.03. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

Time limits set forth herein may only be extended by mutual written agreement of the parties. The aggrieved may withdraw a grievance prior to notice to arbitrate by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 12.04. Grievances must be filed on the form mutually agreed upon and shall contain, but are not limited to, the following information:

- (1) Date and time grievance occurred;
- (2) Description of incident giving rise to the grievance;
- (3) Articles and sections of the Agreement involved;
- (4) Relief requested; and
- (5) Signature of the employee.

Section 12.05. Disciplinary grievances involving suspension, reduction in rank or discharge are to be appealed directly to Step 3 of the grievance procedure. All other grievances related to disciplinary action are to be filed at Step 1.



Section 12.06. The following steps shall be followed in the processing of a grievance:

Step 1. Within five (5) working days of the incident or knowledge of the incident (but in no case later than twenty (20) working days from the actual facts) which gave rise to the grievance, the aggrieved employee shall submit his written grievance to the Captain, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. That Supervisor shall respond in writing to the grievant within five (5) working days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police within five (5) working days from receipt of the Step 1 answer. The Chief of Police shall meet with the grievant and a representative of the FOP/OLC within seven (7) working days of submission of the grievance to Step 2 to discuss the grievance unless the Chief and representative of the FOP/OLC mutually agree in writing to waive the meeting. The Chief of Police shall provide a written response to the grievant within five (5) working days of such meeting.

Step 3. A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor within five (5) working days of receipt of the Step 2 answer. The Mayor may meet with the grievant and a representative of the FOP/OLC, if the Mayor desires, within seven (7) working days of submission of the grievance to Step 3, to discuss the grievance. The Mayor shall provide a written response to the grievant within five (5) working days of such meeting or within five (5) working days of receipt of the grievance.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the FOP/OLC in accordance with the provisions of Section 12.07 of this Article.

Section 12.07. The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) working days from the date of the final answer on a grievance from Step 3, the FOP/OLC shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

The Parties shall attempt to draft an agreed upon submission statement. If the Parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the FOP/OLC of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each Party (FOP/OLC and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit

a panel list of seven (7) arbitrators. The Parties shall alternately strike the names of the arbitrators until only one name remains. Either Party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws; and
2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either Party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, and the Employer. The arbitrator shall be requested to issue his decision within twenty (20) working days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the Parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 13  
LAYOFF AND RECALL

Section 13.01. Whenever the Employer determines that a layoff is necessary in the bargaining unit due to lack of work or lack of funds, the Employer shall notify the affected employees at least fourteen (14) calendar days in advance of the date of layoff or job abolishment.

Section 13.02. The Employer shall determine in which classification(s) and which work section(s) layoff or job abolishment will occur. Within each classification, affected displacement shall occur in the following order:

- a. Temporary, casual (intermittent), seasonal, and Part-time employees.
- b. New hires who have not completed the probationary period.
- c. Promoted employees who have not completed the probationary period.
- d. Employees who have completed the probationary period, with the least bargaining unit seniority.

The order of layoff in each of the above categories shall be determined by least bargaining unit seniority. If two or more employees have the same bargaining unit seniority, the employee with the least classification seniority shall be displaced.

Section 13.03. Employees who are placed on layoff may apply their bargaining unit seniority to displace an employee with less bargaining unit seniority in any lateral or lower bargaining unit classification in which the displacing employee holds classification seniority, and shall receive the rate of pay for that classification. Employees must notify the Employer within seven (7) days from receipt of layoff notice of their intent to exercise displacement rights.

Section 13.04. When it becomes necessary in the Vermilion Police Division through lack of work or causes other than disciplinary reasons, to reduce the force in such division, the youngest Patrolman employee in point of service shall be the first to be laid off. In the event that a position in the Vermilion Police Division above the rank of Patrolman is abolished and the incumbent of such position had been permanently appointed thereto, he or she shall be reduced to the next lower rank in such Department, and the youngest officer in point of service in the next lower rank shall be reduced to the next lower rank, and on down until the youngest officer in point of service has been reached, who shall be laid off.

Section 13.05. Employees who are placed on layoff may request to receive payment for earned but unused vacation, and personal time benefits. If the employee chooses to not exercise this option and the employee is not recalled as set forth in this Article, these benefits will be paid anytime during the recall period at the hourly rate earned at the

time of layoff without accrued interest. Employees not requesting payment during the recall period automatically will be paid at the end of the recall period.

Section 13.06. Laid off employees shall be eligible for recall 24 months from the date of the layoff. Recall from layoff will be made in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within fourteen (14) calendar days following the date of notification or recall shall lose seniority and employment rights.

#### ARTICLE 14 INTERPRETATION OF CHAPTER- EFFECT OF PAST PRACTICES

Section 14.01. It is understood that in arriving at an economic package for employees covered by the Agreement referred to in Article 1.01 and during the tenure of such Agreement, all past practices and customary procedures of the Parties that have not been previously amended by such Agreement or that have not been amended by subsequent provisions of this Agreement shall remain in effect and are mutually adopted by the Parties. It is the intention hereof to reaffirm all the ordinances, resolutions and enactment of City Council pertaining to the Police Division, except as the terms of such Agreement amend or may be in conflict therewith. The Parties agree that if the specific terms of such Agreement are in conflict with past legislation or past practices, then the provisions of such Agreement shall preempt and prevail. During the term of such Agreement, the Parties recognize that employees shall not lose or be diminished in economic benefits previously accorded to them, save and except emergency measures reserved to management, such as necessary layoffs, leaves of absence, decrease in staff or hours worked, etc. Utilizing such past enactment and practices as a base, the economic provisions set forth in this Article and Articles 21 through 39 shall be applicable during the duration of such Agreement.

Section 14.02. In order to receive consideration, an alleged violation of this article by an employee must include a detailed description of the past practice and any substantiating documentation and/or testimony to support the alleged violation.

#### ARTICLE 15 GENERAL COMPENSATION FOR PART-TIME PERSONNEL

Section 15.01. The pay ranges for Part-time Patrolmen are located in the appendices to this Agreement. The pay rate for part-time Patrolmen shall be 90% of a full-time Patrolman's rate. The pay rate for a probationary part-time police officer shall be 85% of a full-time Patrolman's rate. (See Appendix A)

Section 15.02. The pay ranges for Part-time Dispatchers are located in the appendices to this Agreement. The pay rate for a part-time Dispatcher shall be 90% of a full-time Dispatcher's rate. (See Appendix A)

ARTICLE 16  
OVERTIME AND CALL-BACK PAY

Section 16.01. This schedule provides for regular work time of eighty (80) hours in a two-week period. The work period shall commence at 7:00 a.m. Saturday of each work period and shall end at 6:59 a.m. of the second Saturday of the work period. When a fulltime employee is required to work beyond her/his regular schedule s/he shall be paid overtime compensation at one and one-half times her/his regular rate for hours worked beyond that schedule.

A part-time employee required to work in excess of forty (40) hours in any week (from 7:00 a.m. Saturday through 6:59 a.m. the succeeding Saturday) shall be compensated for all such excess hours at one and one-half times her/his regular rate.

Section 16.02. Personal leave, holidays, bereavement leave and authorized vacation time shall count as hours worked in a work period for calculation of overtime entitlement. Sick leave shall not count as hours worked in a work period for calculation of overtime entitlement. Police personnel shall not receive per diem overtime pay except as it accumulates in computing overtime hours in excess of regularly scheduled hours as herein provided.

Section 16.03. An employee who is called back or placed on duty after his or her shift ends having left the premises, shall be guaranteed two (2) hours of call-back pay at time and one-half (1½) and additionally one and one-half (1½) pay for hours actually worked. It shall not be considered call-out if management gives twenty-four (24) hours prior notice of scheduled time to report or gives notice prior to the end of the regularly scheduled shift. If a part-time employee is asked to extend their shift to cover another shift, they will not receive call-out but they will be compensated at time and one half for the extended hours.

Section 16.04. Part-time employees of the bargaining unit shall be scheduled no less than twelve (12) hours per month.

Section 16.05. Schedules for Part-time Patrolmen and Part-time Dispatchers will be posted thirty (30) days in advance.

ARTICLE 17  
ADDITIONAL COMPENSATION FOR OFFICER IN CHARGE

Section 17.01. Any part-time officer who works as the Officer-In-Charge (OIC) during

any shift shall receive one hour additional pay at his or her current hourly rate or one-half hour additional pay for one-half day as acting OIC.

ARTICLE 18  
UNIFORM ALLOWANCES

Section 18.01. Generally. For the purposes of this section, the Director of Public Safety shall determine who the part-time members of the bargaining unit are.

Section 18.02. Purchase /Maintenance Allowances. Members of the bargaining unit shall receive the following annual allowances to be used for the purchase/maintenance of uniforms. This allowance shall be paid annually the first pay in April.

<u>Member</u>	<u>Allowance</u>
(1) Part-time Patrolman	\$550.00
(2) Part-time Dispatchers	\$375.00

Section 18.03. Ownership of Uniforms; Purchase of Firearms. After three (3) years of service, uniforms and equipment purchased with such uniform allowance, exclusive of a firearm, will become the property of the officer. Prior to that time, the Police Chief may redeem. Such officer can purchase an item authorized by the Chief at a less expensive vendor. If each Part-time Patrolman has a supply of uniforms in good condition and fitting appearance as referred to in the Department Procedure Manual, then he or she shall be permitted to allocate part or all of his or her uniform allowance toward the purchase of a customary firearm used in police work. Additionally, a firearm purchase would be allowed only one time during the officer's career and the firearm will become the property of the officer after three (3) years of subsequent service to the Police Division from the date of purchase. The Police Chief may require proof of an adequate uniform for any officer.

Section 18.04. Initial Uniform Allowance. All initial uniform allowances shall be paid upon date of hire determined as of date upon payroll.

Section 18.05. New Equipment. If new equipment or additional wearing apparel to that now required is made mandatory by directive of the Chief of Police, the initial purchase thereof will be at the expense of the City. The Chief of Police shall specifically prescribe and identify the items of new apparel or equipment to be paid for to meet department requirements.

Section 18.06. Should the Safety Director require the wearing of ballistic vests or should an officer, absent the directive of the safety director, elect to wear a vest, the City then will provide up to seven hundred and fifty dollars (\$750) toward the purchase of ballistic vests that meet the standards as issued by the Chief of Police to each

bargaining unit member not in possession of one. Thereafter, the City shall contribute seven hundred and fifty dollars (\$750) toward the replacement of a vest when the vest is five (5) years old if ballistic vests are required at the time. In the case of an officer electing to wear a vest and the City purchases a vest, then the officer shall wear the vest while on duty.

Section 18.07. Any required uniform item and/or Department approved accessory item, damaged during action occurring in the line-of-duty, will be replaced by the department. Only reasonable replacement value for standard style wristwatches and other jewelry items will be considered.

ARTICLE 19  
EMPLOYEES' SALARY REDUCTION TAX SHELTERED  
ANNUITY RETIREMENT PLAN

Section 19.01. Employee Defined. For the purpose of this section, "employee" means any member of the bargaining unit.

Section 19.02. Purpose. The purpose of the Employees' Salary Reduction-Tax Sheltered Annuity Retirement Plan is to make available to City employees who qualify, a salary reduction system affording a tax sheltered annuity program to augment the participant's security during retirement years.

Section 19.03. Salary Reduction Agreement. The Mayor is hereby authorized to enter into an agreement with City employees who qualify for this Plan, whereby the participant may designate a portion of his or her future earnings to be deducted by the City and placed in an accumulated fund calculated to provide tax sheltered annuity benefits to the participant upon his or her retirement. Such agreement shall include, but not be limited to, specifications that:

- (1) No City funds shall be contributed to the Plan.
- (2) The City may amend the provisions of this Plan at any time, provided, however, that no amendment shall affect the rights of participants or their beneficiaries to the receipt of payment of benefits, to the extent of any compensation deferred at the time of the amendment as adjusted for investment experience hereunder prior to and subsequent to the amendment.
- (3) The City shall not be responsible for any loss due to the investment or failure of investment of funds and assets in the Plan, nor shall the City be required to replace any loss whatsoever which may result from such investments or failure to make investments.

- (4) All funds and assets, together with interest, accumulations and increments thereon, in the Employees' Salary Reduction Tax-Sheltered Annuity Account, shall remain an asset of the employee and be subject to the employee's ownership until such time as the funds or assets of such Account are distributed to the participant in accordance with the provisions of the agreement.
- (5) The City may elect to purchase a variable annuity contract or other asset in connection with the liabilities assumed by it hereunder.
- (6) The obligation of the City to the participant for the payment of distributions and increments thereon referred to in the agreement are deemed a contractual obligation only, and the participant shall have no preferred or special interest by way of trust, escrow, annuity or otherwise, in and to the specified assets or funds in the Employees' Salary Reduction-Tax Sheltered Annuity Account.

Section 19.04. Administration. The accumulated fund of this Plan shall be administered by an insurance company doing business in the State and authorized by Council to:

- (1) Oversee and administer the investment of moneys in the accumulated fund in a manner reasonably calculated to accomplish the intent and purposes of the agreement between the employer and the participant, including, but not limited to, purchase of annuity contracts on behalf of the City;
- (2) Coordinate activities with the City to handle the variable annuity program to be used to implement the functioning of the Plan;
- (3) Make periodic reviews and analyses at such reasonable intervals as may be required to satisfy the City that the Plan is being operated in a manner reasonably calculated to accomplish its objectives, or to recommend to the City corrective measures which may be indicated; and
- (4) Assist the City in the making of judgments in the administration of the Plan wherein the City's decision shall be made in an even-handed manner, treating all persons in similar circumstances alike.

Section 19.05. Accounts.

- (1) Generally. The accounting and financial records shall be maintained in accordance with generally accepted accounting principles by both the City and the insurance company.



- (2) Maintenance. The Finance Director and his or her designees shall maintain the accounting records and establish such ledger accounts as are necessary and appropriate to the efficient operation of the Plan from the City's perspective.
- (3) Accumulated fund. Salary reductions shall be accumulated in a fund to be known as the Employees' Salary-Reduction Tax Sheltered Annuity Plan, with such disbursements or transfer of funds in such account as may be directed by the terms of the employer-participant agreement or as authorized by the City and the insurance carrier.

Section 19.06. Effect Upon Other Benefits and Taxes. The deferred compensation program established by this section shall exist and serve in addition to the retirement, pension or benefits system established by the City, and no deferral of income under the deferred compensation program shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under the deferred compensation program shall not be included for the purposes of computation of any taxes withheld on behalf of any such employee. However, the tax imposed by the Municipal income tax shall also be levied upon any and all compensation since deferred under this section for the reason that, at the time of disbursement, such funds of City employees and the funds herein sheltered shall otherwise likely escape Municipal income tax entirely.

Section 20.07. Transferability. Neither the participant nor his or her beneficiary nor any other designee shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments under this Plan, which payments and rights thereto are expressly declared to be non-assignable and nontransferable. In the event of any attempted assignment or transfer, the City shall have no further liability under the Plan, nor shall any payments be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law.

ARTICLE 20  
VACATIONS

Section 20.01. All part-time members of the bargaining unit shall receive paid vacation benefits on the following basis:

<u>Years of Employment (Continuous and Inclusive)</u>	<u>Paid Vacation (Weeks)</u>
1 to 3	1
3 to 8	2
Over 8	2 plus one day per year for each year over 8 years of service, but not to exceed 3 weeks.

Section 20.02. The weekly pay for the period of vacation shall be computed at the rate of the prevailing rate of pay received by the employee multiplied by forty (40) for each week of vacation to which the employee is entitled and by eight (8) for each day of vacation to which the employee is entitled. All of these employees shall have served for a period of at least one (1) year.

Section 20.03. In the Police Division, only vacation time which is unused in the year in which it is earned, due to the deployment of manpower requirements by supervising authorities, may be carried forward to be utilized at any time during the next succeeding anniversary year, noting that vacation credit is accumulated yearly upon the anniversary date of employment, provided, however, that if accumulated vacation time is not utilized commencing the second year of its availability, such vacation credit shall be forfeited, and provided, further, that carry-over weeks shall be the first weeks utilized for vacation credit in a succeeding anniversary year.

## ARTICLE 21 HOLIDAYS

Section 21.01. All Part-time Patrolmen and Dispatchers shall be compensated at the rate time and one-half (1½) pay for all hours worked between the hours of 0001 and 2359 on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## ARTICLE 22 SICK LEAVE

Section 22.01. Each member of the bargaining unit shall be entitled, to sick leave of .0577 per hour for every hour they work. A member may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the employee's immediate family. The maximum sick leave accumulation shall be 2000 hours. Such members may be required to furnish satisfactory proof, including a physician's certificate, to the effect that absence resulted from one of the causes enumerated in this section.

Section 22.02. Special consideration shall be given to members who are injured or incur sickness while in the discharge of their duties, and the provisions of this section may be waived by motion duly passed by Council to allow additional sick leave to such employees, but in no case shall such additional sick leave exceed in all more than one (1) year. In meritorious cases, each case to be considered on its own facts, the provisions of this section may also be waived in the same manner to allow such additional sick leave, whether or not the injury occurred or the sickness was incurred while in the discharge of duty. In either such case, a certificate of a physician approved by Council must be furnished.

Section 22.03. Abuses of all provisions of this section pertaining to sick leave by an employee shall be cause for dismissal.

ARTICLE 23  
SICK LEAVE CONVERSION

Section 23.01. As used in this section, “retirement” means a regular retirement in conjunction with the guidelines of the Public Employees Retirement System and the Police and Fire Pension Fund.

Section 23.02. As used in this section, “sick leave” means that sick leave which has been accumulated while a person is employed by the City, but does not include any sick leave accumulated in any other city or state or other form of public employment.

Section 23.03. Upon retirement, a member of the bargaining unit shall receive payment based on the employee’s rate of pay at retirement for one-half of the employee’s accrued but unused sick leave, up to a maximum of 1000 hours.

Section 23.04. Sick leave conversion of fifty percent (50%) of accumulated sick leave hours will be paid to Part-time Patrolmen and Part-time Dispatchers who retire after accumulating ten (10) years in P.E.R.S. and who leave the Vermilion Police Department in good standing. Maximum accumulation governed same as full-time counterparts.

ARTICLE 24  
RECORDS OF SICK LEAVE TO BE KEPT

Section 24.01. For the purposes of keeping complete and accurate records in order to carry out the provisions of Article 23, the Employer agrees to maintain sick leave records in accordance with the applicable public records retention schedule.

Notwithstanding the above, the Employer will notify all bargaining unit employees of their accumulated but unused sick leave balance at the end of each quarter of the calendar year.

ARTICLE 25  
ON DUTY INJURIES

Section 25.01. An employee who is injured while performing the duties of his or her position, whereby such injury makes it impossible for the employee to work, shall be paid his or her regular rate of pay for hours he/she would have normally worked for the time period he/she is unable to work, such time period not to exceed seventy (70) working days, unless the City agrees to extend such time period beyond seventy (70) work days.

Section 25.02. Bargaining unit employees who are injured in the line of duty and must leave work before completing their work day shall be paid at their regular rate of pay, for the period of absence not to exceed the balance of time left in their scheduled work day.

Section 25.03. In the event an employee has exhausted the seventy (70) working days of pay described in Section 26.01 above, or is otherwise ineligible for such pay, the employee shall retain all rights relating to the Bureau of Workers' Compensation (BWC). If additional days of pay beyond seventy (70) days are not approved, the employee has the right to apply for BWC benefits. In any event, an employee shall not receive City pay and BWC benefits for the same day.

Section 25.04. Part-time Patrolmen and Part-time Dispatchers shall be responsible for providing documentation of any additional compensation received through other employment to the City to be sent to BWC as required by BWC for calculation of wage replacement.

## ARTICLE 26 UNION LEAVE

Section 26.01. Delegates appointed by the Union, not to exceed two (2) in number off duty at any one time, shall be granted time off with no loss of pay, not to exceed a total of sixty-four (64) hours per delegate, per year, in order to perform their Union functions, including:

- (1) Attendance at conventions;
- (2) Attendance at conferences; and
- (3) Attendance at seminars.

Section 26.02. This provision shall cover both employee groups represented in the bargaining unit as an aggregate provision for all of such covered employees and is not intended to be a separate benefit for each group.

## ARTICLE 27 HOSPITALIZATION AND MEDICAL INSURANCE; OPTICAL AND DENTAL CARE

Section 27.01. The City agrees to provide eligible bargaining unit members the same hospitalization, medical insurance, prescriptions, and premium costs as provided to all other eligible City employees, including management. If at any time during this Agreement, health benefits are not the same for all eligible City employees, the bargaining unit members shall be provided with the highest coverage lowest out-of-pocket costs plan as is provided to another group of City employees.

Section 27.02. The City agrees to establish a joint advisory committee on healthcare benefits which shall include a representative from each bargaining unit. The joint committee will periodically evaluate the benefits and costs and make recommendations to the City for cost containment measures. The City agrees to present any pending changes to the Health Insurance Committee prior to the effective date of any such change.

ARTICLE 28  
LIFE INSURANCE

Section 28.01. The City will provide Part-time Dispatchers and Part-time Patrolmen life insurance coverage of ten thousand dollars (\$10,000.00), effective January 1, 2001.

ARTICLE 29  
LEGAL DEFENSE

Section 29.01. The City hereby assumes responsibility for providing the legal defense of any claims or litigations against any member of the bargaining unit, both individually and as such member, alleged to have arisen out of any act or failure to act within the scope of his or her regular official duties or under color of office of the City position of such member, provided that such act or failure to act was not malicious, motivated for private gain or totally extraneous to the functions of such position. Council hereby delegates to the Director of Law the duty and responsibility of making the final determination as to whether or not any action or circumstance pertaining to a member has been conducted within the scope or under color of title of public office and in good faith.

Section 29.02. Any member of the bargaining unit, whether full-time or part-time, when acting in good faith, is hereby declared to be exempt from individual liability in exercising any of the duties, privileges and responsibilities of his or her title or position with the City.

Section 29.03. The City shall hold any such member harmless from any cost or liability arising out of the good faith performance of his or her official duties.

Section 29.04. The Director of Law or a special counsel may be designated by Council to defend any such member requiring defense under this section as the attorney at law to defend any such action. Such special counsel may also be designated by enactment of Council in any case wherein the Director of Law is named a party defendant.

ARTICLE 30  
APPLICABILITY OF INCREASES IN WAGES AND BENEFITS  
NEGOTIATED BY OTHER BARGAINING UNITS

Section 30.01. In the event another organized bargaining unit representing members of the Vermilion Police Department receives an additional wage increment or fringe

benefit increase through negotiations during the term of the Agreement referred to in Article 1.01, then the same shall be deemed to likewise apply to all members of the Fraternal Order of Police/Ohio Labor Council, however, upon termination of such Agreement, for various reasons, the Parties may wish to negotiate a disparity and are at liberty to do so.

ARTICLE 31  
ATTENDANCE OF F.O.P. REPRESENTATIVE AT CITY MEETINGS

Section 31.01. The Fraternal Order of Police/Ohio Labor Council representative (negotiator, president or his or her designate) will be allowed to attend City Council meetings, or other official City meetings involving department functions of other City bodies, and negotiation sessions, while on duty in uniform, when it has been determined by the Union that having a representative attend such meeting is in the concern and best interest of the Union. This is based on the understanding that such employee may have to be called out from the meeting for work-related duties. The immediate supervisor (Shift O.J.C.) will have sole discretion to deny permission to attend a meeting when work-related duties make it impractical. Any denial of permission will be based on a reasonable and rational basis.

ARTICLE 32  
MILEAGE ALLOWANCE

Section 32.01. All members of the bargaining unit shall be reimbursed for the use of private automobiles owned and operated by them in the furtherance of the business of the City at the rate per mile as provided for by ordinance established by City Council, when the same has been previously authorized by the Chief of Police, the Mayor or the Safety Director, as appointing authorities, provided that all mileage is verified upon request.

Section 32.02. Each member requesting mileage compensation reimbursement shall, in addition to receiving approval of the Chief of Police, the Mayor or the Safety Director, as appointing authorities, shall present to the Finance Department a statement of odometer readings before and after the travel and, additionally, if possible, a receipt for the gasoline replaced or actually consumed. The Finance Director shall make no such reimbursement unless a request for payment is approved as herein set forth and is accompanied at least by an odometer reading for each trip so authorized.

ARTICLE 33  
MISCELLANEOUS

Section 33.01. Part-time Dispatchers: The Police Department Administration makes a statement that during each contract year it will endeavor to allocate a reasonable amount of funds consistent with the availability thereof from City Council, so as to give Dispatchers a commensurate opportunity to attend classes, seminars and training

sessions. State mandated requirements for all department personnel will have highest priority.

Section 33.02. Consistent with the funds granted to the Police Department by City Council, the Police Department Administration states that it will, in good faith, endeavor to:

- A. Maintain a 7: 1 ratio on duty officer to each Dispatcher;
- B. Schedule a second Dispatcher on Friday afternoon shift and possibly early Saturday; and
- C. Add Dispatchers during events, i.e., Woollybear Festival, Festival of Fish.

ARTICLE 34  
INTERPRETATION; SEPARABILITY

Section 34.01. The Agreement referred to in Article 1.01 is subject to all applicable Federal laws and to Ohio Revised Code Chapter 4117 (Strikes by Public Employees) and shall be interpreted wherever possible so as to comply fully with such laws or any official decision interpreting them.

Section 34.02. Should any part of such Agreement or any provision contained therein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of such Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 35  
DRUG-FREE WORKPLACE ACT

Section 35.01. The Union and the City agree to implement the Drug Free Workplace Act in accordance with the level 1 or 2 business plan prepared by the Bureau of Workers' Compensation. The Union agrees to cooperate in any drug and alcohol-testing program mandated by City participation in the program. Before the City enacts a drug testing procedure pursuant to this article, the Parties shall meet and confer on the procedure.

ARTICLE 36  
WAIVER OF CIVIL SERVICE AND RELATED LAWS

This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace, including the provisions of Ohio Revised Code Chapter 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Vermilion. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE 37  
SENIORITY

Section 37.01. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer in the classifications of Part-time Patrol Officer and Part-time Dispatcher.

Section 37.02. The following shall not constitute a break in continuous service:

- a) Absence while on approved sick leave or disability leave;
- b) Military leave;
- c) A layoff of twenty four (24) months duration or less.

Section 37.03. The following shall constitute a break in continuous service for which seniority is lost:

- a) Termination;
- b) Retirement
- c) Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- d) Resignation; or
- e) Any other break in service not enumerated in Section 2 of this Article wherein the individual is not in active pay status.

Section 37.04. Ties in seniority shall be broken by date of application. If the employees applied on the same date, then the tie shall be broken alphabetically by surname.

Section 37.05. Nothing in this Article shall affect Article 13 (Layoff and Recall).

Section 37.06. For purposes of Section 13.06 if the Employer is unable to offer a part-time employee hours within fourteen (14) calendar days of that employee's recall from lay off then the part-time employee is considered to have "returned to work" when he submits a letter to the Chief notifying him that he is returning to work.

ARTICLE 38  
PROBATIONARY PERIOD

Section 38.01. Employees shall serve a one (1) year probationary period upon hire or rehire into the City of Vermilion Police Department ("Department"). Probationary employees shall be excluded from the bargaining unit. Accordingly, the Employer may terminate a probationary employee at any time with or without cause. Neither the Union nor the employee may file a grievance challenging the termination or discipline of a probationary employee.



Section 38.02. "One year" for purposes of this Article shall mean twelve (12) months from the employee's date of hire.

Section 38.03. The Chief may extend the probationary period at the end of the initial probationary period for an additional three (3) months. Prior to the extension, the Chief must notify the FOP/OLC Staff Representative of the extension with a reason for the extension. An extension of an employee's probationary period shall not be subject to the grievance procedure.

ARTICLE 39  
DURATION

Section 39.01. This Agreement shall become effective January 1, 2020 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2022.

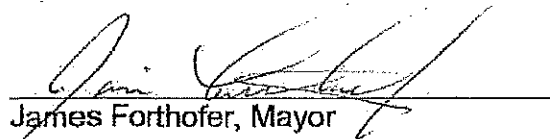
Section 39.02. If either Party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, and no later than sixty (60) calendar days prior to the termination date of this Agreement. Notice to modify or terminate this Agreement shall comply with Section 4117-1-02 of the Ohio Administrative Code. The Parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.


**SIGNATURE PAGE**

In Witness Whereof, the Parties have hereunto signed by their authorized representatives the 10<sup>th</sup> day of January, 2020.

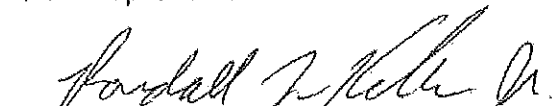
For the City of Vermilion:


The Fraternal Order of Police:

  
James Forthofer, Mayor

  
Jackie Wegman, FOP/OLC  
Staff Representative

  
Amy Hendricks, Finance Director

  
Donald J. Kelly Jr.  
Part-time Patrol Officer

  
Kenneth S. Stumphauer, Law Director

  
Loui Greene  
Part-time Dispatcher

## Part-Time Wage Scale

	2016	2017	2018	2019	2020	2021	2022
Part-Time Dispatchers	1.85%	1.85%	1.85%	2%	90% FT	90% FT	90% FT
Probationary	15.136	15.4161	15.701	16.0153	17.7102	18.1530	18.6068
1 - 3 years	16.265	16.5659	16.872	17.2098	18.9175	19.3904	19.8752
3 - 5 years	17.3757	17.6972	18.025	18.3851	20.1046	20.6072	21.1224
After 5	18.5164	18.859	19.208	19.5921	22.3490	22.9078	23.4805
After 7	20.9259	21.3131	21.707	22.1415	This Step was eliminated in FT	This Step was eliminated in FT	This Step was eliminated in FT
Part-Time Officers	1.85%	1.85%	1.85%	2%	85% Prob/ 90%FT	85% Prob/ 90% FT	85% Prob/ 90% FT
Probationary	18.0325	18.3661	18.706	19.0800	18.6437	19.1097	19.5875
1 - 3 years	20.2794	20.6546	21.037	21.4575	22.1990	22.7540	23.3229
3 - 5 years	21.8684	22.273	22.685	23.1388	23.9382	24.5367	25.1501
After 5	23.6885	24.1265	24.573	25.0647	25.9321	26.5804	27.2449

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

222 EAST TOWN STREET  
COLUMBUS, OHIO 43215-4611  
(614) 224-5700  
FAX (614) 224-5775  
1-800-367-6524

**FILLING OUT THIS  
FORM DOES NOT  
CONSTITUTE FILING  
OF THE GRIEVANCE.  
YOU MUST FOLLOW  
THE GRIEVANCE  
PROCEDURE IN YOUR  
CONTRACT.**



OLC Unit: \_\_\_\_\_ OLC Grievance #: \_\_\_\_\_

### GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

**A copy of this form  
must be sent to the  
O.L.C. Office - IMMEDIATELY**

**Please have your Associate  
call your Staff Representative  
when filing a grievance**

Name of Grievant: \_\_\_\_\_ Badge No: \_\_\_\_\_  
Grievant Address: \_\_\_\_\_ Grievant Phone #: \_\_\_\_\_  
Grievant Email: \_\_\_\_\_ Grievant Cell #: \_\_\_\_\_  
Classification: \_\_\_\_\_ Assignment: \_\_\_\_\_  
Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Shift: \_\_\_\_\_ Date of Appointment: \_\_\_\_\_  
Immediate Supervisor at time of incident: \_\_\_\_\_  
O.L.C. Representative: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Grievance first discussed with: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Article and section number of contract violation: \_\_\_\_\_  
Statement of grievance (Give times, dates, who, what, when, where, why, and how):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy requested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's signature: \_\_\_\_\_ Date and time: \_\_\_\_\_

#### STEP ONE

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_

Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step one response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent's Signature and Title

Date and Time

Received by: \_\_\_\_\_

Grievant's Signature

Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP TWO (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step two response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP THREE (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step three response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP FOUR (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step four response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

F.O.P./O.L.C. intention to arbitrate (Yes) \_\_\_\_\_ (No) \_\_\_\_\_  
Signature

**AUTHORIZATION FOR LABOR UNION REPRESENTATION**



Fraternal Order of Police, Ohio Labor Council, Inc.  
222 East Town Street, Columbus Ohio, 43215-4611  
Telephone 800-367-6524

I, the undersigned, designate the Fraternal Order of Police, Ohio Labor Council as my duly authorized representative on all matters relating to my wages, hours and conditions of employment in order to promote and protect my economic welfare.

(PLEASE PRINT)

Place of Employment

Name

Home Address

City

Zip

Home Phone

Mobile Phone

Email Address

Classification

Department

Signature

Date

**Mail this original to FOP/OLC. This card is kept confidential.**