

TEMPORARY RESOLUTION NO. 20-17

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF LANCASTER AND COMMUNICATIONS  
TECHNICIANS/DISPATCHERS, WITH RESPECT TO COMPENSATION AND  
OTHER MATTERS RELATING TO WORKING CONDITIONS

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF  
OHIO

SECTION 1. That the Collective Bargaining Agreement, with respect to compensation and working conditions negotiated by the Administration, Bargaining Committee of the City Administration, and Bargaining Committee of the Communications Technicians/Dispatchers, covering the period from January 1, 2017 through December 31, 2019, be and the same is hereby approved.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

Clerk: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Offered by: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Second by: \_\_\_\_\_

Requested by Finance Committee

# AGREEMENT

BY AND BETWEEN

**THE CITY OF LANCASTER**

**AND**



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

**COMMUNICATIONS TECHNICIANS**

**January 1, 2017 – December 31, 2019**

## TABLE OF CONTENTS

| ARTICLE    | SUBJECT                                  | PAGE |
|------------|------------------------------------------|------|
| ARTICLE 1  | Agreement                                | 4    |
| ARTICLE 2  | Dues, Fair Share Fee and Union Business  | 4    |
| ARTICLE 3  | Recognition                              | 6    |
| ARTICLE 4  | No Strikes/No Lockouts                   | 7    |
| ARTICLE 5  | Management Rights                        | 7    |
| ARTICLE 6  | Discipline                               | 8    |
| ARTICLE 7  | Grievance Procedure                      | 10   |
| ARTICLE 8  | Layoffs and Recall                       | 15   |
| ARTICLE 9  | Vacancies                                | 16   |
| ARTICLE 10 | Hours of Work and Overtime               | 17   |
| ARTICLE 11 | Assignment of Work                       | 19   |
| ARTICLE 12 | Probation                                | 19   |
| ARTICLE 13 | Labor/Management Committee               | 20   |
| ARTICLE 14 | Physical Examinations                    | 21   |
| ARTICLE 15 | Health and Safety                        | 21   |
| ARTICLE 16 | Drug Testing                             | 22   |
| ARTICLE 17 | Departmental Rules                       | 24   |
| ARTICLE 18 | Personnel Files                          | 24   |
| ARTICLE 19 | Sick Leave                               | 25   |
| ARTICLE 20 | Injury Leave                             | 26   |
| ARTICLE 21 | Catastrophic Sick Leave Donation Program | 27   |
| ARTICLE 22 | Family Medical Leave                     | 28   |
| ARTICLE 23 | Funeral Leave                            | 28   |
| ARTICLE 24 | Holidays                                 | 29   |
| ARTICLE 25 | Personal Hours                           | 30   |
| ARTICLE 26 | Vacations                                | 30   |
| ARTICLE 27 | Payout of Sick Leave Upon Retirement     | 31   |
| ARTICLE 28 | Sick Leave and Vacation Leave Conversion | 32   |
| ARTICLE 29 | Insurance                                | 32   |
| ARTICLE 30 | Wages                                    | 34   |
| ARTICLE 31 | Reasonable Accommodations                | 36   |
| ARTICLE 32 | Military Leave                           | 36   |
| ARTICLE 33 | Pension Pick-up                          | 36   |
| ARTICLE 34 | Jury Duty                                | 37   |
| ARTICLE 35 | Duration                                 | 37   |
|            | Signature Page                           | 39   |

**ALPHABETICAL TABLE OF CONTENTS**

| <b>SUBJECT</b>                           | <b>ARTICLE</b> | <b>PAGE</b> |
|------------------------------------------|----------------|-------------|
| Agreement                                | Article 1      | 4           |
| Assignment of Work                       | Article 11     | 19          |
| Catastrophic Sick Leave Donation Program | Article 21     | 27          |
| Departmental Rules                       | Article 17     | 24          |
| Discipline                               | Article 6      | 8           |
| Drug Testing                             | Article 16     | 22          |
| Dues, Fair Share Fee and Union Business  | Article 2      | 4           |
| Duration                                 | Article 35     | 37          |
| Family Medical Leave                     | Article 22     | 28          |
| Funeral Leave                            | Article 23     | 28          |
| Grievance Procedure                      | Article 7      | 10          |
| Health and Safety                        | Article 15     | 21          |
| Holidays                                 | Article 24     | 29          |
| Hours of Work and Overtime               | Article 10     | 17          |
| Injury Leave                             | Article 20     | 26          |
| Insurance                                | Article 29     | 32          |
| Jury Duty                                | Article 34     | 37          |
| Labor/Management Committee               | Article 13     | 20          |
| Layoffs and Recall                       | Article 8      | 15          |
| Management Rights                        | Article 5      | 7           |
| Military Leave                           | Article 32     | 36          |
| No Strikes/No Lockouts                   | Article 4      | 7           |
| Payout of Sick Leave Upon Retirement     | Article 27     | 31          |
| Pension Pick-up                          | Article 33     | 36          |
| Personal Hours                           | Article 25     | 30          |
| Personnel Files                          | Article 18     | 24          |
| Physical Examinations                    | Article 14     | 21          |
| Probation                                | Article 12     | 19          |
| Reasonable Accommodation                 | Article 31     | 36          |
| Recognition                              | Article 3      | 6           |
| Sick Leave                               | Article 19     | 25          |
| Sick Leave and Vacation Leave Conversion | Article 28     | 32          |
| Signature Page                           |                | 39          |
| Vacancies                                | Article 9      | 16          |
| Vacations                                | Article 26     | 30          |
| Wages                                    | Article 30     | 34          |

## **ARTICLE 1 AGREEMENT**

### **Section 1.01 Total Agreement**

This document represents a contractual agreement entered into between the City of Lancaster Police Department (Employer), subject to approval by the City Council, and the Fraternal Order of Police, Ohio Labor Council, Inc., (FOP/OLC, Labor Council, Union), Communication Technicians Bargaining Unit, to establish the wages, hours, terms, and conditions of employment between the parties. This Agreement supersedes any Ohio Revised Code provisions and their specifications on the subjects herein. The intent of this entire Agreement to supersede the Ohio Revised Code is not contradicted because any one article herein does not specifically so indicate.

### **Section 1.02 Past Practice**

This Agreement totally integrates all wages, hours, terms and conditions of employment, eliminating any past and existing practices. The wages, hours, terms and conditions which exist between the parties are to be understood from no other source but this Agreement. The parties expressly waive their right to submit any item for negotiation during the term of the Agreement, unless the parties otherwise mutually agree.

### **Section 1.03 Savings Clause**

If any part of this Agreement is rendered invalid by the U.S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. Upon written notice by either party, the City and the Labor Council agree to renegotiate the Agreement provision rendered illegal.

### **Section 1.04 Gender References**

Any reference to female employees in this Agreement includes male employees.

### **Section 1.05 Waiver in Case of Emergency**

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, Federal or State Legislature, or the City of Lancaster, the FOP/OLC recognizes that unilateral Employer action may be necessary even though it is contrary to the express terms of this Agreement.

## **ARTICLE 2 DUES, FAIR SHARE FEE AND UNION BUSINESS**

### **Section 2.01 Dues Deduction**

The Employer agrees to deduct from the wages of any Employee, who is a member of the FOP/OLC all FOP/OLC membership dues required. The FOP/OLC will

notify the City Auditor of the dues it charges and its current membership. This information will be updated as needed.

### **Section 2.02 Fair Share Fee Deduction**

Each person in the Bargaining Unit who is not a member of the FOP/OLC shall, sixty (60) calendar days after the effective date of this Agreement or after sixty (60) calendar days of initial employment, be obligated to pay to the FOP/OLC as a condition of employment, a "fair share fee" for the FOP/OLC's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the Bargaining Unit to become a member of the FOP/OLC nor shall the fair share fee exceed FOP/OLC dues covering the same period of time.

### **Section 2.03 Fair Share Fee Automatic**

The deduction of the fair share fee from the payroll check of the Employee and its payment to the FOP/OLC after the sixty (60) day grace period, shall be automatic and does not require the Employee's written authorization. The fee deductions shall be made on the same payroll days that FOP/OLC dues are deducted. The obligation of the City to deduct the fee shall cease upon the removal of the Bargaining Unit member from the City's active payroll for any reason.

### **Section 2.04 Notice of Fair Share Fee Amount**

The FOP/OLC shall give the City Auditor a statement as to the amount of the fair share fee as is necessary to be accurate. The FOP/OLC, at the same time, shall post a copy of the statement on the FOP/OLC space on a bulletin board.

### **Section 2.05 Use of the Fair Share Fee and Rebate**

Monies collected through the fair share fee shall only be expended by the FOP/OLC for the purposes of collective bargaining, labor contract enforcement, and grievance resolution. The FOP/OLC shall establish and operate a rebate procedure by which Unit Members obligated to pay a fair share fee may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the Unit Member with the opportunity to receive an expeditious resolution of her claim and the opportunity to appeal the FOP/OLC's decision to SERB, and must fully conform to all requirements of federal and state statutory and common law.

### **Section 2.06 Challenge to Rebate Procedure**

The FOP/OLC shall obtain and make available to all Unit Members appropriate SERB forms upon which the Unit Member may challenge the FOP/OLC rebate procedure.

### **Section 2.07 Religious Exemption**

Any Unit Member who, because of bona fide religious beliefs or the teachings of a religious organization with which she is affiliated, objects to paying the fair share fee, shall not be required to pay the fair share fee. Any Unit Member who wishes to avoid paying the fair share fee due to religious conviction must apply for an exemption to SERB. The FOP/OLC shall provide forms to apply for this exemption to any interested Unit Member. The FOP/OLC shall place any fair share fee from any Unit Member applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption, at which time the fair share fee and the escrowed monies shall either be paid to the FOP/OLC or to a mutually agreed upon charity pursuant to O.R.C. §4117.09(C).

### **Section 2.08 Indemnification**

The FOP/OLC shall indemnify and save the City, individual City Council members, its officers, and its employees harmless against any and all claims, demands, suits or other forms of liability arising out of any action taken or not taken by the City, its officers or employees for the purpose of complying with any of the provisions of this Article.

### **Section 2.09 Mailing Address**

All dues and fair share fees collected by the Employer shall be sent, once in each month, to the Ohio Labor Council at 222 East Town Street, Columbus, Ohio 43215.

### **Section 2.10 Labor Council Release Time**

The Bargaining Committee Chairperson and/or her representative shall be granted two (2) days per calendar year to perform duties or to attend Labor Council-related activities. The time off shall be used in one (1) day blocks.

### **Section 2.11 Bulletin Board**

The Employer shall provide bulletin board space for use by the Employees in the Labor Council Bargaining Units. Material posted on the board shall relate only to Union meetings, elections, social events, and reports and decisions affecting the Employees in the Bargaining Units.

## **ARTICLE 3 RECOGNITION**

### **Section 3.01 Recognition/Inclusion**

The Employer recognizes the FOP, Ohio Labor Council, Inc., as the certified bargaining representative, as certified by the State Employment Relations Board on June 5, 1985 (Case Nos. 85-VR-02-2954 and 84-RC-04-0812) of all non-civilian communication technicians it presently employs on a full-time (thirty-five (35) hours per week) basis with respect to all matters concerning wages, hours, terms, and conditions

of employment. The Employer only recognizes non-civilian communication technicians as the FOP/OLC Bargaining Unit covered by this Agreement.

### **Section 3.02 Challenge to Representation**

Petitions to challenge or decertify the FOP/OLC, Inc.'s exclusive representation through a SERB election may be filed with SERB between ninety (90) days and one hundred twenty (120) days before this Agreement expires.

### **Section 3.03 Equal Representation**

The FOP/OLC, Inc. agrees to represent all Bargaining Unit Members equally.

## **ARTICLE 4 NO STRIKES/NO LOCKOUTS**

### **Section 4.01 No Activity Allowed**

The FOP/OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Employer's premises or any other job site. The FOP/OLC, its affiliates, and members shall promptly take all possible actions to prevent and end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure.

### **Section 4.02 Penalty for Actions**

Any FOP/OLC members engaging in any of the activities described above shall be subject to disciplinary action up to and including discharge.

### **Section 4.03 No Lockouts**

The City agrees not to lock out its Employees.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **Section 5.01**

The FOP/OLC recognizes the City of Lancaster Police Chief, Mayor, and City Council as the bodies of authority solely vested with the right to run and to fund the Lancaster Police Department. They shall have the right to take any action they consider necessary and proper to effectuate any management policy, express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority. The Employer has no duty to bargain over its decisions or the effect(s) of such decisions.

## **Section 5.02 Specific Rights**

The Employer's management rights include, but are not limited to, the right:

- to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, lay off, recall, reprimand, suspend, discharge or discipline;
- to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- to determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner determined by the Employer to effectively and efficiently meet those purposes;
- to determine the size and composition of the work force and each department's organization structure;
- to promulgate and enforce work rules, Department orders, policies, and procedures;
- to require employees to use or refrain from using specified equipment, uniforms, weapons, and other tools of duty;
- to determine the hours of work and work schedules;
- to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- to determine overtime and the amount of overtime required;
- to determine the Department's budget and uses thereof;
- to maintain the security of records and other pertinent information;
- to determine the Department's goals and mission; and
- to determine conduct and performance expected of an employee in an emergency situation.

## **Section 5.03**

In addition, those rights not specifically given to the FOP/OLC in this Agreement are exclusively reserved by the Employer.

## **ARTICLE 6 DISCIPLINE**

### **Section 6.01 Discipline**

The Employer will not discipline a non-probationary employee without just cause. FOP/OLC Associates or representatives who willfully breach the terms or conditions of this Agreement or willfully fail to prevent other Bargaining Unit members from doing so, may be subject to higher levels of discipline than other Employees.

The Employer will administer a system of progressive discipline as follows:

- A. Warning

A warning is the first level of discipline. This is a written statement to an employee that her behavior or job performance is unacceptable or unsatisfactory and if continued would subject her to further discipline. There may be instances where a greater level of discipline will occur without any written warning.

B. Reprimand

A reprimand is a written statement to an employee outlining her unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline her activity is being documented for future Employer evaluations of her conduct or activity. An Employee failing to abide by a written warning will be reprimanded.

An Employee will automatically be subject to a reprimand for, but not limited to: (1) Employee tardiness or absenteeism; (2) misuse or abuse of any leave day or other privilege or benefit; (3) failure to report to work after an Employee's leave has ended.

C. Suspension

A suspension is a written statement to an Employee outlining her unacceptable or unsatisfactory behavior or job performance and ordering her to suspend her work performance for a specified number of work days without pay. A suspension will be given to any Employee for engaging in conduct or performance which, in the reasonable discretion of the Employer, warrants a suspension in lieu of other lesser levels of discipline.

D. Discharge

A discharge is a written notification to an Employee outlining her unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged Employee is expected to fulfill all of her employment obligations up to the exact time the discharge is effective, and thus, is required to complete all required forms and reports and return all property issued to her.

An Employee may be discharged for activity including, but not limited to, the following: (1) criminal felony conviction; (2) theft or willful damage to city property or of a fellow employee; (3) insubordination to the Employer; (4) threats, coercion, intimidation of the Employer, its representatives, or of any member of the public; (5) intoxication during duty hours or illegal drug use anytime; (6) fighting (physically); (7) falsification of any employment or public record.

## **Section 6.02 Pre-disciplinary Hearing**

Before the Employer issues a suspension, demotion or discharge, the Employee is to be given a personal opportunity to informally present her statement about the facts and circumstances of the proposed Employer discipline. The Employer is to notify the Employee and the FOP/OLC representative twenty-four (24) hours in advance of the time, date and place where the hearing is to occur. The Employer's decision to

schedule the time and date of the hearing is final. The Employee will be considered to have waived her opportunity for a hearing if she fails to attend the scheduled hearing.

### **Section 6.03 Exclusive Remedy**

The parties agree that the grievance procedure in Article 7 is the sole and exclusive remedy for contesting a disciplinary action. This Article supersedes Ohio Revised Code §124.34 outlining reduction, suspension, removal, and demotion.

### **Section 6.04 Cumulative Nature**

Discipline is cumulative. Any form of discipline for any matter is counted against an Employee to determine a greater level of discipline for subsequent offenses.

### **Section 6.05 Retention/Removal of Discipline Records**

From the time an Employee is disciplined, all material regarding the discipline will be removed after the following periods of time have elapsed, and provided no further discipline has occurred in the meantime.

|            |             |
|------------|-------------|
| Warnings   | 1 Year      |
| Reprimand  | 18 Months   |
| Suspension | 2 Years     |
| Discharge  | Permanently |

## **ARTICLE 7 GRIEVANCE PROCEDURE**

The grievance procedure is not intended to be used to effect changes in the Articles contained in this Agreement or those matters which are controlled by the provisions of federal and state laws, city ordinance, Civil Service Commission Rules or by the United States and Ohio Constitution.

### **A. Grievance Policy.**

The City of Lancaster and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any Employee initiating or participating in the grievance procedure.

### **B. Grievance Defined**

A grievance is a claim based upon the interpretation, meaning, or application of any of the provisions of this Agreement, or a claim arising as the result of disciplinary actions. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action.

### **C. Disciplinary Action Defined**

For purposes of this Agreement, disciplinary action is any reduction in pay or position (except layoffs), removal, suspension or written reprimand.

### **D. Qualifications**

A grievance may be initiated by the Union or an aggrieved Bargaining Unit member.

### **E. Establishment of Grievance Representatives**

The Bargaining Unit may designate not more than three (3) Grievance representatives. There shall be a Grievance Chairman. From among these three (3) Grievance Representatives, the Union may appoint a Shift Chairman for each of the shifts to which the Grievance Chairman is not regularly assigned. The Union shall notify the Chief of Police in writing of the names of the grievance representatives, the Grievance Chairman, and the Grievance shift Chairman within thirty (30) days of their appointment.

### **F. Duties of the Grievance Chairman**

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

1. Representing the member in investigating and processing grievances beginning at Step Two of this procedure.
2. Replacing a Grievance Representative who is absent or unavailable.
3. General supervision and coordination of grievances in process on behalf of the Union, and of Grievance Representatives.
4. Act as a liaison between the City's representatives and the Union on matters concerning grievances and this procedure.

The Grievance Chairman shall be given reasonable consideration for assignment to day shift, so as to facilitate communication between the Grievance Chairman and the Chief of Police and other City representatives during their regular hours. The Grievance Chairman shall be released from his normal duties, upon approval of the Chief or his/her designee, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall be allowed reasonably necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisors.

### **G. Time Off to Present Grievances**

A member and his Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 2 shall be held at hours reasonably related to the grievant's shift, preferably during or immediately before or after his working hours.

#### **H. Time Limits**

It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the City's designated representative may mutually agree, at any Step, to shorten time extensions for the City's answer, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. If the City does not provide a timely response to a grievance, the grievant may proceed to the next level. Should the member-grievant fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the City and that decision will be final.

#### **I. Representatives in Meetings**

In each Step of the grievance procedure outlined below, certain specific bargaining unit member representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other persons not specifically designated be in attendance. It is therefore intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend and that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance. A Union attorney may be present at Step 3 of the grievance procedure.

#### **J. Grievance Form**

Grievances are to be filed on forms provided by the Labor Council. The grievance form will be made available to the grievance representatives. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

#### **K. Working Days**

For the purpose of counting time "working days" as used in this Agreement will not include scheduled days off, approved leaves or holidays.

#### **L. Class Grievances**

Class grievances may be initiated by the Union at Step 2 of the grievance procedure, subject to the time limits of Step 1.

#### **M. Grievance Procedure**

Grievance actually occurs or grievant should be reasonably aware.

##### **1. Immediate supervisor**

Discussion with supervisor within fourteen (14) calendar days of when events or circumstances should have been known by the grievant. Grievance may be presented orally or in writing. Immediate supervisor must respond within fourteen (14) calendar days.

##### **2. Chief of Police**

Grievant must appeal to the Chief within fourteen (14) calendar days of immediate supervisor's decision at Step 1. Within fourteen (14) calendar days after receiving grievance, the Chief or designated representative must investigate grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. Within fourteen (14) calendar days after Chief's meeting, Chief must submit written response to the appropriate Grievance Chairman.

##### **3. Service-Safety Director**

Grievant must appeal to Service-Safety Director within fourteen (14) calendar days after Chief's response to Grievance Chairman at Step 2. Within fourteen (14) calendar days of receiving the grievance, Service-Safety Director must investigate and conduct a meeting to discuss grievance with the grievant. Service-Safety Director must submit written response to the appropriate Grievance Chairman within fourteen (14) calendar days after meeting.

##### **4. Arbitration**

Grievant must appeal through the Union to either the American Arbitration Association, Middleburg Heights, Ohio or to the Federal Mediation and Conciliation Service, within fourteen (14) calendar days after Service-Safety Director submits written response to Grievance Chairman at Step 3.

The parties, through their representatives may mutually agree on which panel service to use when requesting a panel of arbitrators. If the parties cannot mutually agree on which panel service to use, then the panel will be requested

from the American Arbitration Association. Each party may strike an entire list of arbitrators once during the arbitration process.

The parties, through their representatives may mutually agree on an arbitrator without requesting a panel from either of the panel services.

The arbitrator must be selected and hearing date must be scheduled within fourteen (14) calendar days from the panel list is received by the requesting party.

#### **N. Miscellaneous Provisions**

1. Notwithstanding the grievance procedure steps above, grievances over discipline shall be filed at the step where the discipline occurred.
2. Grievances submitted outside the time limits at each step shall not be considered.
3. A grievant is entitled to a Grievance Representative at any step of the grievance procedure.
4. Whenever possible, all grievances should be screened by the Grievance Chairman prior to filing the grievance at Step 2.
5. Immediate supervisors may consult their respective Shift Commanders when responding at Step 1 of the grievance procedure.
6. All grievance forms shall be dated and signed by each party submitting or receiving the grievance form at any step.
7. The Chief or the Service-Safety Director may bring appropriate witnesses at Step 2 or Step 3, respectively.
8. The purpose of the Step 2 or Step 3 meetings is to hear a full explanation of the grievance and all material facts relating to the grievance.
9. At each step of the grievance procedure, all relevant documents submitted at the prior levels shall be submitted as part of the grievance chain.
10. The arbitrator's jurisdiction is limited to the express terms of the Agreement. He cannot add to or modify the Agreement. The arbitrator has no jurisdiction to decide issues of law that have not been expressly made a part of this Agreement.
11. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue

his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

## **ARTICLE 8 LAYOFFS AND RECALL**

### **Section 8.01**

The procedures in this Article supersede those in the Ohio Revised Code § 124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article.

### **Section 8.02 Layoff Definition**

A layoff is the Employer's decision to permanently reduce the present number of Employees in their existing job classifications. Job reassignments and other temporary actions by the Employer are not layoffs. A layoff becomes effective at the end of the working day stated in the written layoff notice. An Employee's seniority becomes frozen at the time of layoff.

### **Section 8.03 Seniority Defined**

Seniority is an Employee's total number of continuous years of service as a Communication Technician in the L.P.D., calculated from the Employee's last date of hire to the effective date of layoff. The Chief compiles and maintains the seniority list. A coin toss shall break ties in seniority dates.

### **Section 8.04 Layoff Procedure**

The Employer shall use the following procedure when it decides to layoff Employees:

- A. Temporary, part-time, and newly hired probationary Employees are laid off first;
- B. All other Employees are laid-off according to the least amount of seniority. The Employer shall recall the most senior laid off Employees.

### **Section 8.05 Recall**

A laid-off employee is only eligible to be recalled to her former full-time job. When recalls occur, the Employer shall recall the most senior laid-off Employees. Any other available job may be given to her if the Employer determines that she is more qualified for that job than a potential job applicant. The Employer is to provide notice of recall to laid-off Employees by certified mail at their last known address provided to the Employer. Recall rights are lost if the Employee fails to accept, by written reply, the offered job within five (5) days from receipt of the recall notice by certified mail.

A laid-off employee is eligible for recall for two (2) years from the effective date of the layoff. Laid-off Employees lose all seniority rights after that two (2) year period.

#### **Section 8.06 Benefits While on Layoff**

Laid-off Employees must pay their own insurance premiums and any other benefit premiums.

#### **Section 8.07 Seniority List**

The Employer is responsible to compile, maintain and update a seniority list indicating the Bargaining Unit Employees' dates of hire. Dates of hire, taken from the Department's employment records control will be used if a conflict arises between the parties' estimation of the Bargaining Unit employees' dates of hire.

### **ARTICLE 9 VACANCIES**

#### **Section 9.01 Definition**

A vacancy occurs when the Chief intends to fill an existing full-time Bargaining Unit job which has become available on an indefinite basis, such as one (1) year or more, or when the Chief intends to create a new full-time Bargaining Unit job or add one to an existing classification. Leaves of absence or any other employment action, consequence or result, which causes a job opening so as to appear to create a vacancy, does not create a vacancy until the Chief intends to fill that position.

#### **Section 9.02 Procedure for Filling Vacancies**

The Chief will select the candidate he deems most qualified based on the relative significance he gives to each applicant's skill, qualification, experience, and potential. Each of these factors is not necessarily given equal weight.

The candidate will be chosen from the list of applicants who have passed the Civil Service exam, or other entrance procedure, the polygraph, the background check, the medical exam (including the drug test) and the psychological exam.

#### **Section 9.03 Lateral Hires**

Communications Technicians/Radio Dispatchers from other law enforcement agencies may be hired and credited with departmental seniority provided they have at least three (3) years of verifiable experience as a full-time radio dispatcher/technician in a law enforcement or similar agency.

#### **Section 9.04 Lateral Hires-Vacation and Layoffs**

A newly hired Communication Technician from outside the Department who has prior experience as a communication technician with a law enforcement agency in Ohio shall be credited with prior service credit for base pay and for determination of the amount of vacation. For purposes of layoffs, the Communication Technician's original appointment date with the Lancaster Police Department shall determine her seniority. Current Communication Technicians with prior communication technician experience shall not receive back pay.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

#### **Section 10.01 Work Period Defined**

Communications Technicians shall normally work a regular schedule which consists of six (6) eight (8) consecutive hour days on and two (2) consecutive days off for four (4) turns; and six (6) eight (8) consecutive hour days on and three (3) consecutive days off for one (1) turn; and five (5) eight (8) consecutive hour days on and three (3) consecutive days off for one (1) turn; allowing rotation days off and two (2) three (3) day weekends (S/S/M and S/M/T) during the seven (7) week period. Communications Technicians will receive a one (1) hour lunch break as part of their eight (8) hour work day.

At the request of either party, a Labor Management meeting shall be held to discuss alternative work schedules.

#### **Section 10.02 Overtime**

Communications Technicians who are required to, and actually work in excess of forty (40) total work hours during the forty (40) hour work period will be compensated at a rate of one and one half (1½) times their regular rate of pay for those hours. Vacation, comp time, personal days, holidays and sick leave are considered hours worked for overtime. The Employer is not obligated by this Article to schedule and assign overtime when extra work exists, but rather is allowed to use any method to deal with work overloads. An Employee can refuse overtime, unless ordered to work by the Chief or his designee. The Employer approves all overtime. Employees submitting unapproved overtime may be disciplined.

#### **Section 10.03 Compensatory Time**

"Comp" time may be granted in lieu of overtime at the Employees' option. Employees may carry over up to eighty (80) hours of comp time. Comp time must be used or cashed in within one (1) year after it is earned.

#### **Section 10.04 Replacing Absent Communications Technicians**

The Employer will call in Communications Technicians to replace absent Communication Technicians, rather than assign an officer to the Communications Technician duty. The Chief reserves the right in an emergency situation to call-in

someone outside the Communications Technicians Bargaining Unit to temporarily provide coverage until a Bargaining Unit Member is available.

#### **Section 10.05 Call-in**

A "call-in" occurs when a supervisor specifically requests a Member of the Bargaining Unit to return to work to do unscheduled, unforeseen or emergency work after the Member has left the Employer's premises upon the completion of the regular day's work, but before she is scheduled to return to work.

#### **Section 10.06 Order of Call-ins**

1. Foreseen overtime (known for more than forty-eight (48) hours in advance) shall be posted in the department by the employer as soon as possible and assigned by seniority. Bargaining unit members shall have the first opportunity to fill this posted overtime before outside agencies are contacted. If overtime has been posted for hours twenty-four (24) and no Communications Technician has signed up for the opportunity, the employer shall mandate bargaining unit employees to fill the vacancy in accordance with number two (2) below.
2. Unforeseen overtime (known for less than twenty-four (24) hours in advance) shall be offered to on duty personnel from the most senior to least senior. If no volunteers are received, the employer will fill the vacancy by holding over a Communications Technician scheduled to work the prior shift for four (4) hours and order the employee scheduled to work the succeeding shift to start four (4) hours early. No employee shall be mandated to work two (2) consecutive days in a row.
3. Any mistake in the application of this section shall be remedied by offering the affected employees the next overtime opportunity equivalent to the hours of overtime missed. This shall be the only remedy for violations of this section.
4. Nothing in this section shall be construed as prohibiting the employer from requiring employees to work when necessary.

#### **Section 10.07 Court Time**

Employees covered by this Agreement will be paid at the rate of one and one half (1½) times their regular hourly rate for hours actually worked in connection with any job-related court appearance performed while off duty.

Employees covered by this Agreement will receive three (3) hours minimum overtime pay if ordered by the Chief to appear in court while off duty.

If an employee who is scheduled to appear in court is given less than a two (2) hour notice that his/her appearance in court is not needed, that employee is entitled to be paid the full minimum number of hours for court pay as specified in this section beginning at the time the court appearance was scheduled.

If an employee is put on stand-by status, the employee is entitled to be paid a minimum of two (2) hours of court time as specified in this Section. If an employee is placed on stand-by status, is requested to appear in court, and actually makes a court appearance, then such employee is entitled to be paid the full minimum hours for court pay as specified in this Section.

#### **Section 10.08 No Pyramiding**

There will be no pyramiding of court time or call-in time. Employees covered by this Agreement who are ordered to appear in court pursuant to Section 10.07 or called in pursuant to Section 10.06 less than three(3) hours prior to the start of their regularly scheduled shift shall be paid for the number of hours prior to the start of their shift.

### **ARTICLE 11 ASSIGNMENT OF WORK**

#### **Section 11.01 Shift Preference**

Normally, shift preferences will be assigned by seniority.

#### **Section 11.02 Jail Matron Duty**

Communications Technicians must act as jail matrons as directed by their supervisors.

#### **Section 11.03**

No Employee shall ever trade a shift or assignment without the express written consent of the Employer.

### **ARTICLE 12 PROBATION**

#### **Section 12.01**

Newly hired Employees, including those who are lateral hires, must complete a three hundred sixty-five (365) calendar day probationary period.

#### **Section 12.02**

Newly hired probationary Employees serve at the discretion of the Chief until the completion of their probationary period. A newly hired probationary Employee's seniority is calculated from her original date of hire after she successfully completes her probationary period.

#### **Section 12.03**

Newly hired probationary Employees may be dismissed for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under terms of this Agreement or otherwise subject to challenge.

#### **Section 12.04**

Any probationary Employees who have transferred into a new classification in the Bargaining Unit during their probationary period are subject to being reassigned to their previous position and pay scale at any time prior to completion of the three hundred sixty-five (365) calendar day probationary period. Such action shall not be grievable or otherwise subject to challenge.

#### **Section 12.05**

Probationary employees who do not complete their probationary period successfully, must return all gear and uniforms issued to them.

#### **Section 12.06**

A newly hired Communication Technician from outside the Department who has prior experience as a communication technician with a police department in Ohio may be credited with prior service credit for base pay and shall be credited with prior service credit for determination of the amount of vacation upon approval of the Safety Director. For purposes of layoffs, the Communication Technician's original appointment date with the Lancaster Police Department shall determine her seniority. Seniority shall be credited prospectively only. Current Communication Technicians with prior communication technician experience shall not receive back pay.

### **ARTICLE 13 LABOR/MANAGEMENT COMMITTEE**

#### **Section 13.01 Purpose**

It is the desire of the City and the Labor Council to maintain the highest standards of safety and professionalism in the Police Department.

#### **Section 13.02 The Committee**

The City and the Labor Council shall each appoint two (2) members of the Labor/ Management Committee. This committee will meet as necessary, at the call of Service-Safety Director, the Chief of Police or the Labor Council. It will discuss any issues which either party wishes to raise relating to the Police Department. Neither party has a duty to bargain at these meetings, since nothing in this Article shall be interpreted to require either party to bargain. Both parties shall meet in good faith with an obligation to attempt to solve problems in good faith. Either party may (with prior notice) bring one (1) additional non-City employee representative to any meeting where such representative may provide information on the topic of discussion.

### **Section 13.03 Time off to Attend**

If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay when meeting jointly with management.

## **ARTICLE 14 PHYSICAL EXAMINATIONS**

### **Section 14.01**

Because police work frequently requires physical and mental fitness to be properly performed, the Employer may, at its cost, require any Employee to be examined by a physician or psychologist to determine whether the Employee is physically or mentally fit to effectively perform her job. No examination shall be given without just cause. The Employer's physician or psychologist will make decisions on the issue of fitness by considering the existing job classification specification of the position. Modern medical and psychological standards will be used.

### **Section 14.02**

If the Employer's physician determines that an Employee is not physically or mentally fit to perform her job, the Employee will be allowed to take accumulated time off, or unpaid time off for up to six (6) months. The Employee will be re-examined by the Employer's physician to determine if she has corrected the problem. If she has not, she may be terminated. If she has corrected the problem she will be restored to her original position.

## **ARTICLE 15 HEALTH AND SAFETY**

### **Section 15.01 Purpose**

Occupational safety and health is the mutual concern of the Employer, the Labor Council, and Employees. The Labor Council will cooperate with the Employer in encouraging Employees to observe applicable safety rules and regulations.

### **Section 15.02 Procedure**

All Employees shall promptly report unsafe equipment to their supervisors. If the supervisor does not abate the problem, the matter should then be reported to the Chief of Police or designee. In such event, Employees shall not be disciplined for reporting these matters to these persons. The Chief of Police or designee shall attempt to abate the problem or will report to the Employee, or her representative in ten (10) calendar days or less the reasons why the problem cannot be abated in an expeditious manner. If the problem cannot be abated in an expeditious manner, the matter will automatically be referred to the Labor/Management Committee.

### **Section 15.03 Refusal to Work**

Nothing in this Article provides Employees the right to refuse to perform an assignment, unless serious imminent danger to their health and safety exists.

## **ARTICLE 16 DRUG TESTING**

### **Section 16.01 Purpose**

Alcoholism, drug addiction, and drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Chief has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging Employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

### **Section 16.02 Screening Test**

The Chief or the Service-Safety Director may order any Employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an Employee has used, or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the Employee is under the influence of alcohol while on duty.

### **Section 16.03 Reasonable Suspicion Defined**

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

- A. Observable phenomena, such as direct observation of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other Employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an Employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

#### **Section 16.04 Confirmatory Test**

If the screening test is positive, indicating the Employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the Employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .10 percent, as outlined under O.R.C. § 4511.19 (3). The City may also suspend the Employee without a loss of pay before the time the confirmatory test result is complete.

#### **Section 16.05 Procedure for Confirmatory Test**

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

#### **Section 16.06 Allowable Discipline**

If the screening test and confirmatory test are positive, the Chief may discipline the Employee up to and including discharge.

#### **Section 16.07 Rehabilitation/Detoxification Programs**

An Employee who notifies the Department before the screening test that he is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. The Employee will be examined by a physician to determine whether he is in fact an alcoholic or drug addict. An Employee who has been determined by the City's physician to be an alcoholic or drug addict and who participates in a rehabilitation or detoxification program, shall be allowed to use sick leave, vacation leave, personal days, compensatory time, or the balance of her FMLA unpaid leave while she participates in a rehabilitation or detoxification program. If the Employee has no leave available, she will be placed on a leave of absence without pay for a period of time to complete the rehabilitation or detoxification program. Upon completion of the program, if a retest demonstrates the Employee is no longer using drugs or alcohol, the Employee shall return to an available position for which she is qualified. The Employee may be subject to periodic re-testing for drugs or alcohol upon her return to her position for a period of one (1) year.

An Employee who notifies the Chief after the screening test that she is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline.

#### **Section 16.08**

If no available position exists within a year of her return to work, the Employee's employment will be terminated.

#### **Section 16.09**

The Employee shall be subject to disciplinary action up to, and including discharge if the Employee:

- (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; or
- (2) fails to complete a program of rehabilitation or detoxification; or
- (3) tests positive at any time within one (1) year after her return to work upon completion of rehabilitation or detoxification.

#### **Section 16.10 Confidentiality**

All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

#### **Section 16.11 Payment for Screening and Confirmatory Tests**

The Department shall pay for drug and alcohol screening and confirmatory tests.

### **ARTICLE 17 DEPARTMENTAL RULES**

#### **Section 17.01**

The City agrees that existing work rules and division directives shall be reduced to writing and provided to all covered Members. The City agrees that to the extent possible, new or revised work rules and division directives shall be provided to Members two (2) weeks in advance of their implementation. In the event that the Bargaining Committee Chairperson (or their representative) wishes to present the views of the Bargaining Unit regarding a new or revised work rule or division directive to the Chief (or in his absence, his representative), they shall meet for this purpose prior to the implementation date of the rule or directive. No action is required by either party as a result of this meeting.

### **ARTICLE 18 PERSONNEL FILES**

#### **Section 18.01**

There shall be one (1) personnel file at the Police Department. The Service-Safety Director may keep a personnel file on all City Employees. It shall be kept by the Employer as a permanent file. All reports on Employees shall be placed in the file. No anonymous reports will be placed in the file. Employees have the right to make a written comment to any report and have it placed in their file. They will be advised if any disciplinary reports that are placed there. Access to the personnel file is governed by the O.R.C, section 149.43. An Employee will review their file in the presence of the

Personnel Officer or designee. Employees have the right to make copies of their file at their expense.

### **Section 18.02**

All records of discipline in an Employee's personnel file shall cease to have force and effect in accordance with the schedule listed in Article 6, Section 6.05.

## **ARTICLE 19 SICK LEAVE**

### **Section 19.01 Accrual**

For each completed eighty (80) hours of service, each full-time employee shall be entitled to sick leave of four and six-tenths (4-6/10) hours with pay. Unused sick leave shall be cumulative without limit.

### **Section 19.02**

Sick leave is payable at one hundred percent (100%) of the Employee's regular wage.

### **Section 19.03 Use of Sick Leave**

Employees may use sick leave for absence due to:

- personal illness
- pregnancy
- injury
- exposure to contagious disease which could be communicated to other employees and for
- illness or injury in the Employee's immediate family.

### **Section 19.04 Immediate Family Defined**

For purposes of this Article, immediate family is defined as spouse, child, parent, or a relative residing in the Employee's immediate household. Absence due to sickness in the immediate family requiring the continuing presence of the Employee at home, to make arrangements for hospitalization or other care, shall not exceed three (3) consecutive workdays. Additional absence for this purpose may be approved by the Chief.

### **Section 19.05 Reporting of Absence**

Employees unable to report for any of the reasons listed above, must report their anticipated absence to the appropriate supervisor two (2) hour before their shift on the first day of absence and each succeeding day of absence unless other arrangements are authorized by the supervisor. Upon reporting, Employees shall give the phone

number and address of the place of convalescence. While on paid leave Employees are not authorized to work at other jobs without the written permission of the Chief.

#### **Section 19.06**

When sick leave is used, it shall be deducted from the Employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an Employee who has been separated from the public service shall be placed to her credit upon her re-employment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the Employee was last terminated from public service. An Employee who transfers from other Ohio public employment to the City shall be credited with the unused balance of her accumulated sick leave. An Employee is responsible for obtaining certification of her previously accumulated sick leave and submitting it to the City.

#### **Section 19.07 Physician Statement Required**

After the third consecutive day of absence or after the third separate absence per calendar year a physician's explanation may be required of the employee by his supervisor to be paid for the sick day. A "separate absence" does not include an absence for which the employee submits a signed physician's statement indicating that the employee or a member of the employee's immediate family had a medical appointment, had medical testing or was seen by a physician for an illness or an injury.

The Chief has the discretion to review the circumstances in order to extend the number of excused absences. Falsification of any excuse is grounds for discharge.

### **ARTICLE 20 INJURY LEAVE**

#### **Section 20.01 Definition**

An injury, for the purpose of this Article, is any injury, whether caused by external accidental means or that is accidental in character, received in the course of, and arising out of, the injured Employee's assigned duties.

Injury does not include:

- psychiatric conditions, except where the conditions have arisen from an injury;
- injury or disability incurred in the voluntary participation in an Employer-sponsored recreational or fitness activity;
- injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;
- stress;
- any disease;

- any injury caused by the Employee's having been under the influence of drugs or alcohol;
- any injury caused by the Employee's gross negligence.

#### **Section 20.02 Request to Use Injury Leave**

Any Member of the Bargaining Unit who is disabled as a result of a physical injury suffered in the discharge of her duties shall be entitled to receive her regular salary during such period of disability upon the written approval of the Chief of Police for a period of no longer than thirty (30) working days without using accumulated sick leave.

Application for injury leave shall be made to the Chief of Police within forty-eight (48) hours after said injury occurs, unless such application is physically impossible. Any Employee making an initial claim for up to thirty (30) days off as provided in this Section shall, at the request of the Chief, submit herself to a physical examination by a physician who shall include with the diagnosis an estimate of recovery time.

In the event the physician finds that such person is able to resume her official duties, she may be ordered to do so, and the compensation provided herein for such disability shall cease. The Employee's refusal to return to work after being released for work by her physician is grounds for immediate discharge.

#### **Section 20.03**

The Chief may, with the approval of the Service-Safety Director, grant injury leave for one of the exclusions above.

#### **Section 20.04**

Any physical examinations required by the Chief or the Service-Safety Director will be at the City's expense.

#### **Section 20.05**

The Chief may, with the approval of the Service-Safety Director, extend paid injury leave beyond the thirty (30) days.

#### **Section 20.06**

Injury leave shall be off-set by any Workers' Compensation award.

### **ARTICLE 21 CATASTROPHIC SICK LEAVE DONATION PROGRAM**

#### **Section 21.01**

A catastrophic sick leave program is established to assist employees who are placed on a leave of absence by a licensed physician due to an accident or long-term illness

not job related. The joint labor management committee will establish definitions, forms and any additional policies necessary to administer this section. The catastrophic sick leave donation program can be utilized only if the following conditions are met:

- a) The employee's physician certifies that a long-term medical injury or illness exists.
- b) The illness or injury will require the employee to be off work for at least 90 days.
- c) The employee must have worked for the city at least one (1) continuous year prior to the illness or injury.
- d) Prior to receiving a sick leave donation the employee must have exhausted all paid time off, including sick leave, compensatory time, vacation and personal time.
- e) All sick leave donations from other employees of the city shall be voluntary. Bargaining unit employees may donate up to thirty (30) hours of sick leave to the ill or injured employee per catastrophe. Sick leave that is donated shall be subtracted from the donating employee's sick leave bank.
- f) The employee donating must retain a balance of two hundred forty (240) hours available sick leave.
- g) Sick leave shall be paid out at the rate of the employee who is injured or ill.
- h) This section will not apply to employees who have or will file for disability retirement due to their illness or injury.
- i) Sick leave donation may be made between employees within the same bargaining unit only.

## **ARTICLE 22 FAMILY MEDICAL LEAVE**

The Employer will comply with the City's policy covering family medical leave.

## **ARTICLE 23 FUNERAL LEAVE**

### **Section 23.01 Five Days Granted**

If a death occurs in an Employee's immediate family, five (5) days at straight time pay will be granted, within seven (7) calendar days of the death, provided the Employee is scheduled to work on any of the days during the time the funeral is held. For purposes of this Section, immediate family is defined as: spouse, parents, grandparents, grandchildren, children, step-children, step-parents, brother and sister.

### **Section 23.02 Three Days Granted**

If a death occurs in an Employee's family, three (3) days at straight time pay will be granted, within seven (7) calendar days of the death, provided the Employee is scheduled to work on any of the days during the time the funeral is held. For purposes of this Section, family is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandparents, appointed legal guardians, aunt and uncle.

### **Section 23.03 Notice to the Employer**

The Employee shall inform the Employer of the death as soon as possible so that the Employee's return to work can be properly scheduled. In addition, if the member would need additional time off for funeral leave, the member may request this additional time off in writing to the Chief of Police.

## **ARTICLE 24 HOLIDAYS**

### **Section 24.01 Holidays**

Each full-time Employee in the Bargaining Unit is entitled to eight (8) hours of holiday time off for the following holidays:

- |     |                        |                               |
|-----|------------------------|-------------------------------|
| 1.  | New Year's Day         | (January 1)                   |
| 2.  | Martin Luther King Day | (Third Monday in January)     |
| 3.  | Presidents Day         | (Third Monday in February)    |
| 4.  | Memorial Day           | (Last Monday in May)          |
| 5.  | Independence Day       | (July 4)                      |
| 6.  | Labor Day              | (First Monday in September)   |
| 7.  | Columbus Day           | (Second Monday in October)    |
| 8.  | Veteran's Day          | (November 11)                 |
| 9.  | Thanksgiving Day       | (Fourth Thursday in November) |
| 10. | Christmas Day          | (December 25)                 |

### **Section 24.02 Holiday Pay**

All employees who are covered by this Agreement, whether working on the above-listed holidays or not, are entitled to eight (8) hours of time off from work in observance of each of the above-listed holidays.

If an employee who is covered by this agreement works on any of the above-listed holidays, he/she will be paid at the rate of one and one half (1.5) times their regular rate of pay in addition to the eight (8) hours of time off work.

"Banked" holidays shall be taken at a later time that is mutually agreed upon between the employee and the Chief or the Chief's designee.

Employees who are called in pursuant to Section 10.05 and are required to work on a holiday while on vacation or on a scheduled day off shall receive two (2) times their regular rate of pay for all hours worked. Employees who volunteer to work on a holiday while on scheduled vacation time or on a scheduled day off shall receive two (2) times their regular rate of pay for all hours worked.

Members may "bank" or "cash in" unused holidays pursuant to the following:

For all of the holiday observances listed in Section 23.01, members shall be granted one day off in the same manner as compensatory time off.

Holidays must be used or cashed out within the year that they are issued with the exception of the Veterans Day, Christmas and Thanksgiving Holidays, which may be carried over into the following year. Any carried over holidays must be used or cashed out within the year they are carried into.

## **ARTICLE 25 PERSONAL HOURS**

### **Section 25.01**

Communications Technicians shall receive forty (40) hours of personal time each year. They are non-cumulative.

## **ARTICLE 26 VACATIONS**

### **Section 26.01 Accrual**

Vacations for Employees are as follows:

| <b>Continuous Years of Service with L.P.D.</b> | <b>Number of Weeks Vacation</b> |
|------------------------------------------------|---------------------------------|
| 1-5 years                                      | 2 Weeks                         |
| 6-14 years                                     | 3 Weeks                         |
| 15-20 years                                    | 4 Weeks                         |
| 21 + years                                     | 5 Weeks                         |

### **Section 26.02 Use of Vacation Time**

Vacations may begin on any day of the week. They are for seven (7) consecutive calendar days. They are taken for no less than a seven (7) calendar day week, except that Employees may take forty (40) hours of vacation in eight (8) hour blocks of time.

### **Section 26.03 Continuous Years of Service Defined**

Continuous years of service means that an Employee has actually worked one thousand six hundred (1600) hours in a given work year. Approved absences will not be deducted from this hourly annual total.

#### **Section 26.04 Vacation Carry Over**

Only one (1) vacation week may be carried over to the next calendar year. The carried over week must be used in that next calendar year or it is lost.

#### **Section 26.05**

Should a recognized holiday occur during a period of approved vacation leave, the holiday will be banked and available for use or payout at a later time. If a recognized holiday falls during a period of approved vacation leave the employee may ask that it be used as part of their requested vacation leave instead of the holiday being banked and available for use or payout at a later time. Recognized paid holidays are separate from vacation days.

#### **Section 26.06**

Pay for a vacation week is one-half (1/2) of the bi-weekly pay at the regular rate.

#### **Section 26.07**

The Police Chief schedules all vacation periods, taking into consideration Employee requests.

#### **Section 26.08**

The Department will continue its current practice of scheduling vacations.

### **ARTICLE 27 PAYOUT OF SICK LEAVE UPON RETIREMENT**

#### **Section 27.01 Rate of Payment for Employees hired on or before December 31, 2010**

If, upon retirement, a Communications Technicians, hired on or before December 31, 2010, has a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, she will be paid one hundred per cent (100%) of that accumulated, but unused sick leave, plus twenty-five (25%) of all accumulated, but unused sick leave hours in excess of nine hundred sixty (960).

If, upon retirement, a Communications Technician, hired on or before December 31, 2010, does not have a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, she will be paid four (4) days' wages for each year of continuous employment with the city out of the balance that remains in her sick leave "bank", up to a maximum of no more than 960 hours.

### **Section 27.02 Rate of Payment for Employees hired on or after January 1, 2011**

Upon retirement, a Communications Technician hired on or after January 1, 2011 shall be paid the equivalent of four (4) days / thirty-two (32) hours wages for each year of continuous employment with the city. This shall be paid out of the accumulated but unused sick leave earned while employed with the City and that remains in her sick leave "bank", up to a maximum of no more than 960 hours.

### **Section 27.03 Transfer of Sick Leave**

Communications Technicians transferring sick leave from another political subdivision to the City will be paid one day's wages for each four (4) days of unused sick leave transferred, to a maximum of thirty (30) days to be paid upon retirement. In no event will the combination of sick leave transferred, and the sick leave accumulated with the City, exceed the payments as specified in Sections 27.01 and Section 27.02.

## **ARTICLE 28 SICK LEAVE AND VACATION LEAVE CONVERSION**

### **Section 28.01 Annual Payout of Sick Leave Bank**

All employees who are covered by this Agreement and maintain a sick leave "bank" of more than nine hundred and sixty (960) hours may elect to "cash in" up to five hundred dollars (\$500.00) of their sick leave "bank" annually, but under no condition may an employee "cash in" any part of the nine hundred and sixty (960) hours which is considered a minimum number of "bank" hours that must be maintained by each employee unless used for actual sick time. The value of the sick time per hour is an employee's regular hourly rate.

### **Section 28.02 Conversion of Sick Leave to Vacation Leave**

All employees who are covered by this Agreement and maintain a sick leave "bank" of more than nine hundred and sixty (960) hours may elect to convert forty (40) hours of their accumulated sick time into vacation time.

### **Section 28.03 Payment to an Estate**

The estate of a deceased Communications Technician shall be paid the accumulated vacation pay of such deceased Communication Technician. The estate of a deceased Communication Technician shall be paid sick leave at the same rates as stated in Section 28.01.

## **ARTICLE 29 INSURANCE**

### **Section 29.01 Selection of Carrier**

The City selects all insurance carriers.

### **Section 29.02 Coverage**

The Employer shall provide group medical insurance coverage, as selected by the employer, for each employee and dependents at a level substantially equal to the coverage further detailed in Attachment A. The City will only provide one (1) family medical plan to those employees with spouses also employed by the City.

The Employer shall make available dental insurance coverage, as selected by the employer, for each employee and dependents at a level substantially equal to the coverage further detailed in Attachment A. The City will only provide one (1) family medical plan to those employees with spouses also employed by the City.

### **Section 29.03 Employee Premium Share**

Employee contributions to the premiums for health and dental insurance provided by this Article will be paid in amounts equal to a maximum of 15% of the premium. The employee's premium contribution will be deducted monthly pursuant to the City's 125 plan.

### **Section 29.04 – Health Insurance Premium Holiday**

The parties agree that should the employer be entitled to a health and dental insurance premium "holiday" during the duration of the agreement, and if the employer chooses to accept a health and dental insurance premium "holiday", the employee shall also receive the health and dental insurance premium "holiday" at that time. A premium "holiday" is a situation where the employees are not obligated to make their premium contribution towards their health and dental insurance premiums for the designated month(s).

The parties agree that due to the business application of this agreement, and working in conjunction with the City Auditor's Office, the Service Safety Director and Mayor shall determine whether the City of Lancaster will accept a premium "holiday" and the time period for said acceptance.

### **Section 29.05 Life Insurance**

The City shall provide to all full time employees covered by this contract a life insurance program as follows:

Coverage Amount

\$ 26,000.00 per employee

\$ 2,000.00 per employee spouse

Up to \$ 2,000.00 per employee child (to age 19)

The above paid insurance program shall remain in effect during employment. For employees employed by the City prior to January 1, 2017, upon retirement, the insurance shall reduce to five thousand dollars (\$5,000) at age sixty-five (65) and shall further reduce to two thousand five hundred dollars (\$2,500) at age seventy (70). Employees hired on or after January 1, 2017 shall not be entitled to life insurance benefits paid for by the City after separation from the City.

The insurance program referred to in this Article is a term of employment. Those employees on leaves without pay are not eligible for the fully paid programs outlined in this Article.

Arrangements for continued coverage may be made and costs incurred are the responsibility of the employee.

#### **Section 29.06 Reopener**

On or about September 1, in each year of the Agreement, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 29 for the following calendar year. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

The parties shall meet to negotiate pursuant to the reopener during the month of September. If the parties are unable to reach agreement, the outstanding issues shall be resolved through a conciliation hearing to be held on an expedited basis. The parties will request a list of five (5) conciliators from the State Employment Relations Board and shall select a conciliator through an alternate strike method. The list of conciliators may be requested by either party any time after a notice to negotiate is filed. The conciliation hearing shall be held no later than October 15, in each year with a decision issued within one week of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply. The conciliation decision shall be final and binding in accordance with Chapter 4117.

The parties specifically waive the fact-finding process for the insurance reopeners permitted under this section. The parties further waive the provisions of O.R.C. section 4117.14(G)(11). The conciliator shall have the authority to issue an award effective January 1, 2018 and/or 2019 respectfully.

### **ARTICLE 30 WAGES**

#### **Section 30.01 Wages for Employees**

The wages for employees shall be paid as follows:

| Years of Completed Service | Hourly<br>Bi-weekly<br>Annually | 2017 (2.0%)                          | 2018 (2.0%)                          | 2019 (2.0%)                          |
|----------------------------|---------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Start                      | Hourly<br>Bi-weekly<br>Annually | \$18.27<br>\$1,461.60<br>\$38,001.60 | \$18.64<br>\$1,490.83<br>\$38,761.63 | \$19.01<br>\$1,520.65<br>\$39,536.86 |
| 1 Year                     | Hourly<br>Bi-weekly<br>Annually | \$19.26<br>\$1,540.80<br>\$40,060.80 | \$19.65<br>\$1,571.62<br>\$40,862.02 | \$20.04<br>\$1,603.05<br>\$41,679.26 |
| 2 Years                    | Hourly<br>Bi-weekly<br>Annually | \$20.26<br>\$1,620.80<br>\$42,140.80 | \$20.67<br>\$1,653.22<br>\$42,983.62 | \$21.08<br>\$1,686.28<br>\$43,843.29 |
| 3 Years                    | Hourly<br>Bi-weekly<br>Annually | \$21.27<br>\$1,701.60<br>\$44,241.60 | \$21.70<br>\$1,735.63<br>\$45,126.43 | \$22.13<br>\$1,770.34<br>\$46,028.96 |
| 4 Years                    | Hourly<br>Bi-weekly<br>Annually | \$22.30<br>\$1,784.00<br>\$46,384.00 | \$22.75<br>\$1,819.68<br>\$47,311.68 | \$23.21<br>\$1,856.80<br>\$48,276.80 |
| 5 Years                    | Hourly<br>Bi-weekly<br>Annually | \$22.75<br>\$1,820.00<br>\$47,320.00 | \$23.21<br>\$1,856.40<br>\$48,266.40 | \$23.67<br>\$1,893.53<br>\$49,231.73 |

### Section 30.02 Shift Differential

A shift differential of seventy cents (\$0.70) per hour will be paid to Communications Technicians working between the hours of 3:00 p.m. and 7:00 a.m.

### Section 30.04 Longevity

Each bi-weekly pay period, Communications Technicians with five (5) or more continuous years of service with the Department shall receive three dollars and twenty-five cents (\$3.25) for each year of continuous service with the Department. If the anniversary date falls within the year, the Employee shall be paid longevity starting January 1 of that year. Members hired after January 1, 2008 will not be eligible to receive longevity pay.

### Section 30.05 Professional Pay

Professional "Pro" pay for an Associate Degree will be paid at the rate of thirty dollars (\$30.00) per bi-weekly pay period. For a Baccalaureate Degree, forty-five dollars (\$45.00) will be paid bi-weekly. All degrees must be job-related and from an accredited college or university. The Police Chief must approve all course work or degrees awarded before pro pay will be paid.

### Section 30.06 Uniform Allowance

Communication Technicians shall receive an eight hundred fifty (\$850.00) uniform allowance. Such uniform allowance shall be paid by separate check each January.

#### **Section 30.07 TAC Communications Technician**

The TAC Communications Technician shall be paid an additional forty-five cents (\$.45) per hour while serving in that capacity.

#### **Section 30.08 FTO Compensation**

For each (8) eight hours an employee is assigned field training officer duty, he/she shall receive one half (1/2) hour of overtime.

### **ARTICLE 31 REASONABLE ACCOMMODATIONS**

If a disabled Employee requests a reasonable accommodation that would affect an expressed term and condition of this Agreement, the parties shall meet and confer about an appropriate reasonable accommodation. The City retains the right to ultimately make the reasonable accommodation, even if the reasonable accommodation varies from the express terms of the Agreement. The City's implementation of the reasonable accommodation is final.

### **ARTICLE 32 MILITARY LEAVE**

#### **Section 32.01**

Communications Technicians who are members of the United States Armed Forces, Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components are entitled to a military leave of absence from their duties for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours. The Communications Technician will receive the difference between her regular salary and military pay.

#### **Section 32.02**

Communications Technicians required to submit to the Chief an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

### **ARTICLE 33 PENSION PICK-UP**

The City will not assume or pay for any portion of the Employee's Member Contribution to PERS on behalf of the employee. The entire portion of the Member contribution shall be the obligation of the Member and be paid by the Member.

## **ARTICLE 34 JURY DUTY**

### **Section 34.01**

Communication Technicians called for jury duty by a federal, state or municipal court shall be granted a leave of absence for the period of jury duty and will be compensated at their regular rate of pay for the period of jury.

### **Section 34.02**

To be eligible for jury duty pay, the employee must notify his/her supervisor in advance. The employee shall remit documentation of appearance and service as mentioned above.

## **ARTICLE 35 DURATION AND SIGNATURES**

### **Section 35.01**

The provision of this Agreement establish certain rights and benefits for the FOP/OLC and the Employees which shall only exist during its effective dates.

### **Section 35.02      Effective Dates**

This Agreement becomes effective on January 1, 2017 and shall remain in full force and effect until December 31, 2019.

### **Section 35.03      Reopener**

On or about September 1, in each year of the Agreement, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 29 for the following calendar year. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

The parties shall meet to negotiate pursuant to the reopener during the month of September. If the parties are unable to reach agreement, the outstanding issues shall be resolved through a conciliation hearing to be held on an expedited basis. The parties will request a list of five (5) conciliators from the State Employment Relations Board and shall select a conciliator through an alternate strike method. The list of conciliators may be requested by either party any time after a notice to negotiate is filed. The conciliation hearing shall be held no later than October 15, in each year with a decision issued within one week of the hearing. The procedures for conciliation set

forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply. The conciliation decision shall be final and binding in accordance with Chapter 4117.

The parties specifically waive the fact-finding process for the insurance reopeners permitted under Article 29. The parties further waive the provisions of O.R.C. section 4117.14(G)(11). The conciliator shall have the authority to issue an award effective January 1, 2018 and/or 2019 respectfully.

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed this \_\_\_\_\_ day of January, 2017.

**For the Ohio Labor Council:**

*Mark B. Scranton*

\_\_\_\_\_  
Mark Scranton  
Staff Representative

\_\_\_\_\_  
Nikolet Meadows,  
Negotiation Team Member

\_\_\_\_\_  
Jan Sheppard,  
Negotiation Team Member

**For the City of Lancaster:**

\_\_\_\_\_  
Brian Kuhn,  
Mayor

\_\_\_\_\_  
Paul Martin,  
Service-Safety Director

\_\_\_\_\_  
Don McDaniel,  
Chief of Police

**Approved as to Form:**

\_\_\_\_\_  
Randall Ullom  
Lancaster City Attorney

