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## COLLECTIVE BARGAINING AGREEMENT

*between*

**CITY OF AURORA, OHIO**

*and*

**OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(Dispatchers)**

*Effective: January 1, 2011  
Expires: December 31, 2013*

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## ARTICLE 1 - PREAMBLE

This Agreement is hereby entered into between the City of Aurora, Ohio, hereinafter referred to as the "employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

## ARTICLE 2 - PURPOSE AND INTENT

This Agreement is made for the purposes of promoting harmonious relations between the City of Aurora and the Aurora Police Department bargaining unit members.

## ARTICLE 3 - RECOGNITION

The City hereby recognizes the OPBA, as the sole and exclusive bargaining agent for all dispatchers of the Aurora City Police Department for the purpose of collective bargaining on any and all matters related to wages, hours, terms and other conditions of employment. The bargaining unit shall consist of all full-time dispatchers now and hereinafter employed by the City.

## ARTICLE 4 - DUES DEDUCTION

### Section 1.

During the life of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms requesting said deductions.

No new authorization forms will be required from any employee in the bargaining unit for whom the Employer is currently deducting dues.

### Section 2.

The initiation fees, dues or assessments deducted shall be in the amount certified to the Employer by the OPBA in accordance with its Constitution and By-Laws. Any changes in initiation fees, dues or assessments certified to the Employer by the OPBA shall be reflected in the first applicable payroll following notification of such change in accordance with Section 3 of this Article.

### Section 3.

The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

### Section 4.

A check in the amount of total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within (30) days from the date of making said deductions.

### Section 5.

The OPBA hereby agrees to indemnify and hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article.

## ARTICLE 5 - FAIR SHARE FEE

### Section 1.

All members of the bargaining unit, as defined in Article 3 of this Agreement, shall either:

1. Maintain their membership in the OPBA;

2. Become members of the OPBA; or
3. Pay a service fee to the OPBA in the amount equivalent to the annual dues for membership in the OPBA as a condition of employment, all in accordance with Ohio Revised Code 4117.09.

Section 2.

In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted pursuant to Article 4 of this Agreement, entitled "Dues Deduction".

**ARTICLE 6 - MANAGEMENT RIGHTS**

Unless the City agrees otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures.
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Exercise its discretion in effectively managing the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

**ARTICLE 7 - EMPLOYEE RIGHTS**

Section 1.

The City of Aurora maintains individual files of its employees. Any member of the bargaining unit shall be permitted to review his/her personnel files within a two (2) day written notice.

Section 2.

Should any employee upon review of his/her file read/observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal or explanation of said adverse material. Such comment shall remain in the employee's file so long as the adverse material remains.

Section 3.

When an employee is charged with, or is under investigation for, contended violations of departmental rules and regulations reasonable efforts consistent with applicable law shall be made to withhold publication of information which is not clearly required by law.

Section 4.

Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 5.

Except under court order, any member of the bargaining unit has the right to be present during any non-city personnel review of that bargaining unit member's personnel file. Notification of such review must be made to the employee prior to such review. Nothing in this section gives the non-city personnel any right to review personnel files beyond those rights provided specifically by law, nor does it give employees any right to review confidential materials regarding recommendations in his or her file.

Section 6.

An employee has the right to request the presence and advice of an OPBA representative at all disciplinary hearings.

Section 7.

All complaints by civilians which involve suspension or discharge of any employee, shall be in writing and signed by the complainant. The Employer shall furnish a copy of the complaint to the employee against whom the complaint has been filed when such employee is notified of the investigation.

Section 8.

Records of disciplinary action that are more than two (2) years old may, upon request of the employee, be removed at the discretion of the chief. Should the chief make the determination that the record should remain in the file the employee shall have the right to appeal this decision to the Mayor. Further, the employee shall have the right to supply such a statement in rebuttal or explanation of said items and such statement shall remain in the employee's file so long as the adverse material remains.

Section 9.

All original appointments to this bargaining unit position shall be for a probationary period of one (1) year from the date of appointment. No appointment is final until the appointee has satisfactorily served the entire probationary period in the appointed position. A probationary employee may be removed at any time during the employee's probationary period. A probationary employee removed from the position does not have a right to appeal the removal under the parties' grievance procedure.

**ARTICLE 8 - NO STRIKE**

Section 1.

The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2.

Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A

breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

Section 3.

The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other activity is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4.

The Employer shall not lock out any employees for the duration of this Agreement.

**ARTICLE 9 - BULLETIN BOARDS**

Section 1.

The Employer agrees to provide space for bulletin boards in the police access room, to be used by the OPBA and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 2.

Should a posting be made on the Union's bulletin boards which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such a removal.

**ARTICLE 10 - NON-DISCRIMINATION**

Section 1.

The Employer and the OPBA agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex or political affiliation.

Section 2.

The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate against any employee with regard to membership, non-membership or participation or nonparticipation in OPBA activities.

**ARTICLE 11 - GENDER AND PLURAL**

The use of words contained herein in the singular shall be construed to include the plural, and words in the plural, the singular. The masculine, feminine or neuter genders where used herein shall be construed to include all genders. The use of either the masculine or feminine genders is for convenience purposes only and is not be interpreted to be discriminatory in nature.

**ARTICLE 12 - WORK RULES**

Section 1.

The OPBA recognizes the Employer's right to establish, revise, amend, modify or delete reasonable work rules, necessary to ensure the efficient operation of the Police Department and proper conduct of

employees. Work rules established by the Employer shall not violate the express terms of this Agreement and shall be equitably applied to all employees.

Section 2.

Any new work rules, or amendments to existing work rules, shall be reduced to writing, and submitted to the OPBA at least ten (10) days prior to implementation. The Employer will confer with representatives of the OPBA upon request to discuss the affects of any proposed work rule upon bargaining unit employees. Such work rules, will be posted on departmental bulletin boards prior to their effective date.

Section 3.

The Employer may in an emergency situation implement a work rule to rectify a situation. However, immediately following the implementation of any such work rule, the Employer will meet with representatives of the OPBA upon request and pursuant to the provisions contained in Section 2 of this Article.

**ARTICLE 13 - LABOR/MANAGEMENT MEETINGS**

Section 1.

In the interest of sound labor/management relations, the Chief of Police and/or his designee shall meet with not more than two (2) representatives of the OPBA to discuss matters as outlined below. Additional representatives may attend by mutual agreement.

Section 2.

Whenever a meeting is desired, a representative from labor or management shall contact the appropriate representative from the other side to schedule the meeting. All meetings shall occur on a date and time convenient to both parties. Non-emergency meetings shall occur not more frequently than once per calendar quarter.

Section 3.

An agenda listing the matters to be taken up in the meeting will be composed by the party requesting the meeting, and shall be furnished and/or exchanged at least five (5) working days in advance of a scheduled, non-emergency, meeting. Agendas for emergency meetings shall be furnished and/or exchanged as far in advance of the meetings as is practicable.

Section 4.

Matters which may be considered at a labor/management meeting include the following:

1. Discussion of the administration of this Agreement;
2. Notification to the union of changes made by the Employer which affect bargaining unit members;
3. Discussion of grievances which have not been processed beyond Step 3 of the grievance procedures when such discussions are agreed to by both parties;
4. Dissemination of information of general interest to the parties;
5. Discussion of ways to increase productivity and improve efficiency;
6. Provision of opportunities for the union to share the views of their members on topics of interest to both parties; and

7. Consideration and discussion of health and safety matters relating to employees.

Section 5.

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

Section 6.

Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**ARTICLE 14 - LAYOFFS**

Section 1.

Department seniority for purposes of reduction in force is the total uninterrupted continuous service from the date of full-time hire with the Aurora Police Department. Discharge, resignation, and retirement should be all that constitutes a break in service. Unpaid leaves of absence granted per current Article 25 and/or Military Leaves granted per current Article 27 shall not constitute a break in service, however any such employee on an unpaid and/or Military Leave shall not accumulate service credit during any such leave. Upon return, any such employee's service credit shall begin to accrue from the amount of service credit the employee had prior to the leave. For example, an employee with 12 years of service credit, who requests and is granted a 6 month unpaid leave of absence, shall have 12 years and 1 day of service credit upon his return and completion of first day of work after his leave.

Section 2.

Members of the bargaining unit may be only laid off pursuant to the Ohio Revised Code.

Section 3.

When a layoff is to be made, the Police Department employee with the least amount of department seniority shall be the first to be laid off. Such employees shall remain on the layoff list for two (2) years, and the City shall recall in the reverse order in which the employees were laid off before hiring any police officers (Patrolmen and Dispatchers are in separate classifications).

Section 4.

A recall from layoff will be based upon departmental seniority (last laid off, first recalled). The City shall send notice of recall to the employee's last known address by certified or registered mail. The recalled employee shall have seven (7) calendar days from the date of mailing to notify the police chief of his/her intention to return to work and shall have fourteen (14) calendar days from the date of mailing to report for duty, unless a different date for returning to work is mutually agreed upon. Any employee declining reinstatement shall have his/her seniority and any future recall rights terminated.

**ARTICLE 15 - HEALTH AND SAFETY**

Section 1.

The City shall provide the bargaining units a form, available at all times, to report any unsafe working conditions. The forms will be filled out immediately by members of the bargaining unit upon recognition of such safety hazard.

Section 2.

The bargaining unit member will submit this form to the immediate supervisor for an evaluation of the unsafe condition.

Section 3.

The Chief will determine what action, if any, should be taken regarding the possible unsafe working condition.

Section 4.

If the City voluntarily provides medical treatment such as Hepatitis Inoculation, for any bargaining unit employee of the City, the members of this unit may voluntarily have access to this treatment, subject to request by the employee.

**ARTICLE 16 - LEGAL DEFENSE/LIABILITY**

Section 1.

The City recognizes its legal responsibility for providing the legal defense of any lawsuit against any bargaining unit member alleged to have arisen out of any act, or failure to act, within the scope of the bargaining unit member's regular duties.

Section 2.

The City shall be obligated to provide the necessary legal protection defined in ORC Chapter 2744 and 2744.07. Should it be subsequently determined that the employee actions were such that the City was not obligated to provide such defense, then said employee shall reimburse the City for said costs associated with said defense.

**ARTICLE 17 - USE OF DEADLY FORCE AND WEAPONS**

Section 1.

Bargaining unit members using firearms, batons, or other ordinance shall promptly notify their superior officer and make a written report giving full particulars. A complete investigation shall be made of the incident and reports forwarded through channels. No reports are required when weapons or ordinances are used during the course of training. Reports are required when weapons are discharged for the purpose of killing injured animals.

Section 2.

The discharge of firearms reports are to be used to facilitate the accounting of departmental ammunition. Departmental issued ammunition shall be turned into the department upon issuance of new ammunition minus the number of rounds indicated on the discharge reports.

Section 3.

Any bargaining unit member who causes the death of, or is involved in the shooting of another person in the line of duty will be required to undergo a psychological examination and evaluation, at the City's expense when the cost exceeds payment by City insurance coverage and workers' compensation. If treatment shall be required, the City shall be responsible to pay for the treatment when the cost exceeds payment by City insurance coverage and workers' compensation for a period not to exceed thirty (30) days.

Section 4.

Bargaining unit members shall carry firearms in accordance with the law and established departmental procedures. Bargaining unit members' firearms will be capable of chambering departmental ammunition.

Section 5.

Bargaining unit members shall not use or handle weapons in a careless or imprudent manner. Bargaining unit members shall use weapons in accordance with the law and departmental procedures.

Section 6.

Should a suspension of the employee pending investigation of deadly force be implemented, the employee shall continue to receive full pay and benefits during such suspension or until such time as it is determined, following a hearing by City officials, that said employee's use of deadly force was unwarranted.

**ARTICLE 18 - TRAINING**

Each employee shall be entitled to a minimum of sixteen (16) hours of continuing education/training per year. Approval for employees to attend training and/or education classes of their choice shall not be arbitrarily withheld.

**ARTICLE 19 - SCHEDULE CHANGE**

Section 1.

Dispatchers will have the opportunity to move to a new shift when one of the following three trigger events occurs: the creation of new schedule pattern, the hiring and release from training of new full-time personnel, or the beginning of a new calendar year. Should the selection process start in anticipation of a new year, the schedule shall take effect as close as practicable to January 1. To be compliant with Section 3, the shift bid process should be completed at least sixty (60) days prior to a triggering event.

Section 2.

Dispatchers shall select the shift of his/her choice. Should conflicts occur in the selection, the Chief or his/her designee shall assign the member with the most seniority to the shift of his/her choice.

Section 3.

Except in an emergency as determined by the Chief, any member of the bargaining unit who is subject to a change in their regularly scheduled weekly shift described in Section 1 shall be given at least sixty (60) days notice of such schedule change. Notification shall be made by posting, and written notification shall be made to the employee's e-mailbox.

Section 4.

With prior approval of the Chief, members may exchange shifts when such change does not interfere with the operation of the police department and provided that the change does not result in the payment of overtime pay to the parties involved. Such approval shall not be unreasonably denied. The Chief may allow supervisors to give shift change approval.

Section 5.

Short-term absences (illness, medical leave, vacations, training, compensatory time) do not trigger the shift bid process detailed in Section 1. Short-term shift vacancies shall be filled with part-time dispatchers, overtime, and/or voluntary temporary shift changes by full-time dispatchers.

**ARTICLE 20 - BREAK TIME**

Dispatchers shall receive a thirty (30) minute break-away from their work place at the premises. The breaks are for all shifts worked and shall not be taken during an emergency or under extenuating circumstances.

**ARTICLE 21 - HOLIDAYS**

Section 1.

The following holidays are designated as paid holidays for all bargaining unit members:

- New Year's Day
- Veteran's Day
- Memorial Day
- July 4
- Christmas Day
- Thanksgiving Day and the day after Thanksgiving
- Labor Day
- Columbus Day
- Christmas Eve

Employees shall also receive two (2) personal holidays and the use thereof is subject to the Chief's/Designee's approval. Personal holidays may not be carried over from year to year.

Section 2.

Bargaining unit members working on the federally recognized date of the holiday, the day after Thanksgiving or December 24 described in the first paragraph, shall receive one and one-half (1-1/2) his/her present rate of pay for the holiday worked, and the employee shall take either eight (8) hours of compensatory time at a later date or receive eight (8) hours of pay. Employees whose normal work schedule day off falls on the described holiday shall receive eight (8) hours of compensatory time or eight (8) hours straight time pay for the holiday. The use of compensatory time in this section shall be subject to the approval of the Chief of Police.

Section 3.

In order for the bargaining unit member to be eligible for the holiday premium pay, he/she must have worked his/her normal scheduled shift the day before and the day after such holiday, unless he/she has failed to work because of a scheduled day off, sickness or injury verified by a medical doctor's certificate, or because of a death in the employee's immediate family, scheduled vacations or use of approved compensatory time.

**ARTICLE 22 - VACATIONS**

Section 1.

Each member of the bargaining unit shall receive paid vacations each year of this Agreement as follows. Completed year/years of service will be on the anniversary date from the date of hire and such anniversary date shall be the effective date for eligibility of vacation as provided herein:

<u>Length of Service</u>	<u>Days</u>
0-1 year	0 days
1-3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days

8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13-19 years	20 days
20 years and thereafter	25 days

Section 2.

Compensation during the vacation periods herein granted shall be as follows:

1. Persons on a normal forty (40) hour average work week who are paid on a salary basis shall have vacation pay calculated by dividing the annual salary by 2080 and then multiplying by the number of hours to be taken.
2. Persons who are paid on an hourly basis shall have vacation pay calculated by multiplying the current hourly rate by the number of hours to which the person is entitled.
3. Persons transferring from another municipality or governmental agency shall be entitled to vacation pay based on their accumulated seniority, regardless of the period service was performed, but not to exceed the limits of this regulation. However, vacation time off shall not be taken prior to the completion of twelve (12) months service with the City of Aurora.

Section 3.

In no event shall more than four (4) consecutive weeks of vacation be taken at one time by employees on a normal forty (40) hour average work week. In the event that five (5) or more consecutive scheduled work days of vacation is requested, at least thirty (30) days notification shall be given, in advance of the first anticipated day of vacation to the Chief so that the services of the Department shall not be unduly impaired. In the event that four (4) or less consecutive scheduled work days of vacation are requested, at least seven (7) days notification shall be given. Employees shall forfeit their right to take, or to be paid for, any vacation leave to their credit which is in excess of the accrual for one (1) year. Such excess leave shall be eliminated from the employee's leave balance.

Section 4.

Any employee whose employment with the City is severed by reason of discharge or who leaves of his own accord, shall be paid for vacation accrual remaining to his last year of service.

Section 5.

The Director of Finance is authorized to pay to the Administrator or Executor, for the benefits of the beneficiaries of a City employee whose service with the City is terminated by death, such vacation allowances as are then available to such employee had he lived.

**ARTICLE 23 - SICK LEAVE**

Section 1.

General Statement - Sick leave as earned by the employee, may be used subject to the provisions of Section 4.

Section 2.

Rate of Accrual - A permanent, full-time employee working a normal forty (40) hour average work week shall accrue sick leave at the rate of one and one-quarter (1-1/4) work days, or ten (10) hours, for each calendar month of service.

Section 3.

Maximum Accrual - There shall be no limit as to the accumulation of sick leave days.

Section 4.

Qualifications for Use of Sick Leave - An employee eligible for sick leave with pay may be granted such leave with the approval of the Chief for the following reasons:

- A. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- B. The illness or disability of a member of the employee's family that requires the care or attention of the employee.
- C. Quarantine of the employee.

Section 5.

Notice Required - An employee not reporting for work because of any of the reasons stated above shall notify, or cause to be notified, his/her Supervisor as soon as possible, preferably prior to the time he/she is to report for work. As soon as possible thereafter, the employee shall submit to his/her Supervisor a request for the use of sick leave on forms provided by the City.

Section 6.

Abuse of Sick Leave - An employee who abuses sick leave may be subject to discipline. When reviewing an employee's use of sick leave to determine whether discipline is warranted, the following types of absences will not be considered an instance of abuse: funeral leave, approved leaves of absence, approved vacation days, family and medical leaves, approved compensatory time, workers' compensation leave, and absences documented by an attending physician or attending licensed practitioner.

Section 7.

Doctor's Certificate Required - Sick leave pay in excess of three (3) consecutive working days for bargaining unit members shall be granted only after presentation of a written statement by a physician certifying that the employee's condition prevented the employee from performing the duties of his/her position. If the illness is, in the opinion of the Mayor, of an abnormal duration, the City may require as a condition of re-employment, a physician's statement that the employee is able to return to work without medical restrictions.

Section 8.

Sick Leave Credit Carryover - The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her re-employment, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave.

Section 9.

Sick Leave Credit Upon - Retirement - Upon direct retirement from the City of Aurora employment, each employee working a normal forty (40) hour average work week shall receive, at the per diem rate in effect

at the time of retirement, up to the equivalent of eighty (80) working days of pay. Such pay shall be accumulated as follows:

Accumulated sick leave days multiplied by 0.25 multiplied by 0.10 times years in the service of the City of Aurora. If the service to the City of Aurora equals or exceeds fifteen (15) years then 0.12 will be used in place of the 0.10 in the calculation.

Proof of retirement must be established prior to the payment of severance/retirement pay. It is the responsibility of the retiree to furnish said proof to the City Director of Finance or his designee. The minimum proof accepted is an actual physical presentation of the first and second retirement checks from the applicable retirement system. This will be a lump sum payment.

A retiree may find it necessary to return to a state of non-retirement, partial retirement or part-time work. In this event, the person involved may not claim for use or use any part of the unused sick leave in effect at the time of retirement.

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

##### **Section 1.**

Any bargaining unit member may be granted bereavement leave with the approval of the Chief and the Mayor for the following reasons:

- A. The death of the employee's spouse, child, step-child, father, mother, brother, sister, grandmother or grandfather, step-mother, step-father, step-sibling, step-grandmother, step-grandfather, but not to exceed four (4) days for employees who work normal forty (40) hour average work week.
- B. The death of the employee's spouse's mother, father, brother, sister, child, grandmother or grandfather, step-mother, step-father, step-sibling, step-grandmother, step-grandfather, but not to exceed one (1) day for employees who work a normal forty (40) hour average work week.

##### **Section 2.**

Such absence shall be deducted from the employee's accumulated sick leave. For death in the employee's immediate family, said employee shall receive up to two (2) days bereavement leave that shall not be deducted from sick leave.

##### **Section 3.**

Any bargaining unit member who works a normal forty (40) hour work week may be granted one (1) additional day of bereavement leave at the discretion of the Supervisor, for unusual circumstances, the approval of which shall not be unreasonably withheld.

#### **ARTICLE 25 - LEAVE OF ABSENCE**

The employee with sufficient and adequate reason, and upon recommendation of the Chief and approval of the Mayor or designated appointee, may be granted a leave of absence without pay or fringe benefits. Such leave shall be of a time span within reason, as determined by the Chief or Mayor. No leave shall be in excess of one (1) year.

#### **ARTICLE 26 - INJURY LEAVE**

##### **Section 1.**

Injury Leave. In the event of a service connected occupational illness or injury (or work related recurrence) bargaining unit employees who are compelled to be absent from duty upon the recommendation of a licensed physician and certified by Workers' Compensation, shall receive injury leave at full pay for the period of disability, provided that such absence does not exceed a combined total absence of one hundred eighty (180) calendar days.

Section 2.

Submission of Workers' Compensation Wage Payments. The bargaining unit employee agrees that they may be required at the City's option to turn over to the Employer any weekly compensation check which represents wages paid from any fund that the Employer contributes to, in exchange for receiving his regular paycheck, in accordance with the present practice. Employees injured during that course of employment must report said injury by the end of their shift or as soon as they realize they have sustained an injury.

Section 3.

Lump Sum payments. Any lump sum payment received by the bargaining unit employee for a permanent injury or illness remains the property of the employee.

Section 4.

Reinstatement. Any bargaining unit employee on injury leave shall be entitled to reinstatement upon approval of a licensed physician at the rate of pay of the position to which the employee is reinstated at the time of such reinstatement.

Section 5.

Accrual of Seniority. Bargaining unit employees shall continue to accumulate seniority while on injury leave.

Section 6.

Charge Against Sick Leave. Any time an employee is required to be absent from duty, due to a work-incurred injury, or illness, the absence referenced in Section 26(1) above shall not be charged against his/her accumulated sick leave time.

Section 7.

Disallowance by Workers' Compensation. In the event the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all lost time from work against the employee's accumulated sick leave time or vacation time. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid by the Employer under this Article shall be repaid by the employee to the Employer.

Section 8.

Injury on Shift. Whenever an employee is required to stop working because of a service connected injury or disability, the employee shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.

**ARTICLE 27 - MILITARY LEAVE**

Section 1.

If an employee voluntarily enlists, or is called to active duty accordingly to law, into the armed forces or reserve forces of the United States of the Ohio National Guard, the employee shall be granted a military leave upon request. The leave shall be for the time necessary for the employee to complete the first voluntary enlistment or the time the employee was called into active duty. Upon completion of either

such time period, the employee may apply for re-employment not later than ninety (90) calendar days after his/her date of discharge and shall be reinstated into his/her former classification not later than fourteen calendar days after the date of his/her application for re-employment.

Section 2.

An employee's timely reinstatement shall be at his/her former classification, at the current wage rate including any increases he/she would have received during the time of military service and any seniority the employee may have accumulated as if employed by the city during his/her time on active duty. An exception to granting the employee seniority for the time spent on active duty is that active duty time shall not count toward completing an employee's probation period.

**ARTICLE 28 - PARENTING LEAVE**

Section 1.

Regular full-time employees shall be granted parenting leave, in accordance with the FMLA.

**ARTICLE 28A - JURY DUTY LEAVE**

In the event an employee is required to miss work to serve on a jury, the employee will be paid the employee's regular pay only for those hours served and certified by the court. The employee will be required to return to work, present proper certification and complete his/her regularly scheduled working day in the event of early dismissal.

**ARTICLE 29 - SALARY**

Section 1.

The salary schedule for full-time dispatchers shall be based upon the following schedule:

WAGE RATES	JANUARY 1, 2011	JANUARY 1, 2012	JANUARY 1, 2013
DISPATCHER I HOURLY RATE	\$24.09	\$24.63	\$25.18
ANNUAL SALARY	\$50,107.20	\$51,230.40	\$52,374.40
DISPATCHER II HOURLY RATE	\$23.35	\$23.88	\$24.42
ANNUAL SALARY	\$48,568.00	\$49,670.40	\$50,793.60
DISPATCHER III HOURLY RATE	\$22.23	\$22.73	\$23.24
ANNUAL SALARY	\$46,238.40	\$47,278.40	\$48,339.20

Section 2.

Each employee shall also receive a "Safety Forces Stipend" in the amount of \$1,200.00 per year. This amount shall be payable in two (2) separate checks of \$600.00 each payable not later than the second pay in January and not later than the second pay in July of each year. In the event an employee does not continue his or her employment for six (6) months after receiving the stipend for any reason other than retirement, the employee shall reimburse the City the appropriate prorated share of the stipend.

Section 3.

Section 125 Plan: During the term of this Agreement a section 125 tax savings program under the Internal Revenue code provisions shall be made available for employees. Maintenance costs of the 125 Plan shall be borne by the Employer.

Section 4.

Employee(s) who are certified field trainers and who are assigned by the Chief to train a less experienced employee shall receive an additional Two Dollars (\$2.00) per hour for each hour assigned.

**ARTICLE 30 - HOSPITALIZATION**

Section 1.

Effective January 1, 2012, the employer shall provide the following medical insurance coverage and benefits:

Deductible at \$1,250.00 individual / \$2,500.00 family - In Network  
Deductible at \$2,500.00 individual / \$5,000.00 family - Out of Network  
Co-pay at twenty (20%) percent \$750.00 individual, \$1,500.00 family - In Network  
Co-pay at forty (40%) percent \$1,500.00 individual, \$3,000.00 family - Out of Network  
Total out of pocket at \$2,000.00 individual, \$4,000.00 family - In Network  
Total out of pocket at \$4,000.00 individual, \$8,000.00 family - Out of Network  
Emergency Room \$50.00 if non-life threatening/Emergency Room \$0 if life threatening  
Urgent Care at \$25.00 co-pay  
Doctor's office visits at \$10.00 per visit - In Network  
Doctor's office visits Per Major Medical - Out of Network  
Prescriptions - retail at \$5.00 generic / \$15.00 brand - 90 Day Supply  
Prescriptions - mail at \$5.00 generic / \$15.00 brand - 90 Day Supply

NOTE: \$50.00 non-life threatening emergency room; \$5.00/\$15.00 prescriptions; and \$10.00 doctor's office visits are not applied toward out of pocket caps. Dental and vision insurance shall remain unchanged.

NOTE: Healthy Reward Credits Applied Toward Deductibles as Follows:

Completion of City's Wellness Program; individual \$500.00; family \$1,000.00  
Abstinence from Tobacco in any form; individual \$500.00; family \$1,000.00  
Healthy Reward Credits available after individual satisfies \$250.00 deductible or family satisfies \$500.00 of the deductible.

Section 2.

Life insurance - The City shall provide for all the full-time members of the bargaining unit a life insurance plan of Twenty-Five Thousand Dollars (\$25,000.00).

**ARTICLE 31 - UNIFORM ALLOWANCE**

Section 1.

The uniform allowance shall be Eight Hundred Eighty Dollars (\$880.00) per bargaining unit member, per year.

Section 2.

If a bargaining unit member's employment is terminated for any reason except reduction in safety force or retirement during a calendar year for which he has received the aforesaid uniform allowance, then he shall reimburse the City for a percentage of the allowance he received that year to be determined by dividing the amount received by fifty-two (52), taking that "weekly rate" number and multiplying it by the number of weeks remaining in the calendar year after his employment is terminated. The result of this calculation

is the amount of uniform allowance which the employee shall reimburse to the City. Reimbursement and repayment shall be accomplished through payroll deductions to the extent possible.

Section 3.

No employee shall draw two (2) uniform allowances in any one (1) fiscal year.

Section 4.

Any clothing or equipment damaged in the line of duty or contaminated by exposure to hazardous materials or chemicals shall be replaced by the City at no cost to the employee, as long as such damage is legally reimbursable to the City and the City actually receives reimbursement. The employee shall receive replacement value after the City receives said reimbursement.

Section 5.

Each bargaining unit member may receive payment of the uniform allowance, less required deductions. Alternatively, the bargaining unit member may have the uniform supply store bill the City for that member's approved purchases, up to the amount of his uniform allowance. In that event, the City shall issue payment directly to the uniform supply store. At the end of the calendar year, the City shall issue payments to the bargaining unit members for the amount of their uniform allowance, less any amounts forwarded directly to uniform supply stores, and less all required deductions.

**ARTICLE 32 - LONGEVITY**

Each member of the bargaining unit with more than five (5) years of full time service shall be eligible for longevity benefits. Payment shall be Three Hundred Sixty Dollars (\$360.00) after the fifth (5th) year of employment and an additional One Hundred Twenty Dollars (\$120.00) for each year thereafter. Such payment shall not exceed Two Thousand Forty Dollars (\$2,040.00) each year. Said payment shall be paid in a lump sum on the employee's anniversary date each year of the labor agreement.

**ARTICLE 33 - OVER TIME PAY**

Section 1.

An average of forty (40) hours shall be the standard work week for all full-time employees whose salary or wage is paid by the City of Aurora. When any employee is required by an authorized administrative authority to work more than forty (40) hours in any calendar week, he shall be compensated for such time worked at one and one-half (1-1/2) times his regular rate or shall receive compensatory time computed at the rate of one and one-half (1-1/2) times the amount of work for which he seeks compensatory time off, which shall be taken in the future as approved. Any payment for overtime shall be paid no later than at the conclusion of the next succeeding pay period.

Section 2.

Bargaining unit members are paid time and one-half (1/2) for all hours worked in excess of forty (40) hours in one week. Overtime pay is based on actual hours worked and does not include hours taken for other reasons, with the exception of sick leave, compensatory time, vacations and holidays. Sick leave, compensatory time, holidays and vacation shall be considered actual hours worked for the purpose of computing overtime.

Section 3.

Exceptions to the use of a forty (40) hour work week as a basis of computation of overtime:

During any twenty-four (24) hour period at the start of the bargaining unit member's shift, overtime begins after eight (8) hours of work and must be verified by time sheets. For the purposes of this section only, sick leave shall not be considered hours of work.

Section 4.

The complete cycle for employees working on swing shifts will determine whether or not overtime should be paid, but the principle set forth above will prevail.

Section 5.

The bargaining unit member may select overtime pay or compensatory time at the time and one and one-half (1-1/2) rate, but no overtime as described in this section, including compensatory time, can be paid or used unless it has been approved and verified by the Chief.

**ARTICLE 34 - COURT TIME**

If a bargaining unit member is required in the function of his job with the City to appear in Court for any reason other than jury duty, he shall be paid his regular rate of pay for all the time spent in Court and travel to and from Court. However, any witness or mileage fees received by the employee from the Court for so serving shall be turned over to the City.

Regular rate of pay with respect to Court appearances on an employee's day off, or call in on earned leave time off, shall be understood to mean pay for overtime if it otherwise meets the requirements of Article 33. Bargaining unit members shall receive no less than three (3) hours of pay for Court time.

**ARTICLE 35 - TRAVEL AND CONFERENCE EXPENSES**

Section 1.

Employees who are required to make trips on City business in their own automobiles, shall be reimbursed at the maximum, I.R.S. allowed mileage rate, to be paid from the Treasury upon approval of the Director of Finance.

Section 2.

Any employee may attend, at the expense of the Municipal Corporation, any school, conference or convention relating to municipal affairs, if authorized by the Mayor and the Chief, and if the Fiscal Officer of the Municipal Corporation certifies that funds are appropriated and available for such purpose. Such personnel shall be reimbursed for meals, lodging at the listed rate at the conference-designated hotel, and any related expenses such as parking, tolls, taxi and tips. In the event that no hotel is designated by the conference, the maximum lodging rate shall be Eighty-Five Dollars (\$85.00) per day. Receipts for all such items including meals and lodging, must be kept before such reimbursements can take place. Meals are not to exceed Thirty Dollars (\$30.00) per diem. Lodging is not to exceed Eighty-Five Dollars (\$85.00) per diem. A request for such allowance shall be made in writing to the Mayor, showing the necessity for such attendance and an estimate of the costs thereof to the Municipal Corporation. When and if a specialized study is required by the City to hold an employee's position, the City will reimburse any and all expenses for the cost of the study to the employee.

Employees will only be paid at the straight time rate for travel time to conferences, schools or conventions and this time shall not be used in computing overtime. Whether a hotel is designated or not, employees shall not be required to share a room with another person.

**ARTICLE 36 - CALL OUT**

When a bargaining unit member is called in for duty prior to two (2) hours before the start of the member's regularly scheduled shift or one-half (1/2) hour after the member's regularly scheduled shift,

he/she shall be compensated at his/her regular rate of pay for all hours worked, but he/she shall not receive less than two (2) hours pay. Call out pay shall be at the overtime rate if it meets the requirement of Article 33.

### **ARTICLE 37 - SHIFT SUPERVISION**

#### Section 1.

Head Dispatcher. One dispatcher, who shall be designated as "Head Dispatcher" by the Chief, shall receive One Hundred Five Per Cent (105%) of the rate assigned as Dispatcher 1.

### **ARTICLE 38 - DISCIPLINE**

#### Section 1.

The Employer shall only discipline employees for just cause.

#### Section 2.

In the event an alleged infraction may result in a suspension of three (3) days or less, the affected employee shall be given an opportunity to respond to the alleged allegations, in writing, prior to any disciplinary action being taken.

#### Section 3.

In the event that an alleged infraction may result in a suspension of more than three (3) days or employment termination, the affected employee shall be given an in-person hearing before the Chief in order to allow that employee an opportunity to respond to any such allegation prior to any action being taken.

#### Section 4.

Nothing in this article prohibits the parties from agreeing to an in-person hearing for any alleged infraction that could result in a suspension of three (3) days or less.

### **ARTICLE 39 - GRIEVANCE PROCEDURE**

#### Section 1.

For the purposes of this procedure, the below listed terms are defined as follows:

1. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
2. Grievant - The "grievant" shall be defined as any employee or group of employees within the bargaining unit of the OPBA.
3. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

#### Section 2.

The following procedures shall apply to the administration of all grievances filed under this procedure:

1. All grievances shall be in writing and include the name and position of the grievant, the identity of the specific provisions of the Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the

grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
3. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
4. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically go to the next level. The time limits specified for either party may be extended only by written mutual agreement.
5. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

### Section 3.

All grievances shall be administered in accordance with the following steps of the grievance procedure:

#### Step 1.

The employee or employees concerned shall submit, in writing, a grievance to the Chief of Police within ten (10) days of the time the grievant knew or should have known of the alleged violation of this Agreement. Said grievance shall include the specific section of this Agreement allegedly violated. The Chief of Police shall convene a hearing within five (5) days and render a written decision within ten (10) working days of the hearing.

#### Step 2.

If the grievance is not settled in Step 1, the grievance shall be submitted to the Mayor, within five (5) working days of the Chiefs decision being received, who shall convene a hearing within ten (10) days and render a written decision within fifteen (15) working days of the hearing.

#### Step 3.

1. If the grievance is not settled in Step 2, within thirty (30) days from the date that the party receives its decision at Step 2, unless the parties mutually agree in writing to extend this time period, the grievance shall be submitted to arbitration by either party upon notice to the other party, and the following procedures shall be observed.
2. An impartial arbitrator shall be selected from a list of seven (7) qualified arbitrators supplied by the Federal Mediation and Conciliation Service upon the request of either party.
3. Within five (5) working days of receipt of the list, the parties shall make a mutual selection of an arbitrator. In the event the parties cannot agree, the parties shall alternately strike names until one is left.

4. The arbitrator will convene a hearing and render a written decision within thirty (30) business days. The hearing shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
5. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement, and he shall decide the issues presented on the basis of the preponderance of the reliable and substantial evidence in the record of proceedings and the express terms of this Agreement.
6. The arbitrator's decision will be binding.
7. The arbitrator's expense and compensation shall be borne by the party losing the grievance and paid within thirty (30) days of the invoice.
8. The time periods referred to above may only be extended by mutual agreement of the parties in writing.
9. The employer, union or member employee, have the right to be represented during any step of these procedures.
10. The employee shall have the right to file a grievance under the grievance procedure or file an appeal to the Civil Service Commission. A grievance filed under the above grievance procedure shall constitute a waiver of an employee's right to file an appeal on the same alleged violation with the Civil Service Commission. Also, an appeal to the Civil Service Commission regarding an alleged violation of Aurora Civil Service Rules and Regulations is a waiver of the right of an employee to the use of this grievance procedure. In the event the employee appeals through both the grievance procedure and to the Civil Service Commission, the employee shall automatically be deemed to have elected an appeal to the Civil Service Commission.

#### **ARTICLE 40 - WAIVER IN CASE OF EMERGENCY**

##### **Section 1.**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Aurora, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for Management and Union's replies on grievances; and
- b. All work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.

##### **Section 2.**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in grievance procedure to which they (the grievance(s)) had properly progressed.

#### **ARTICLE 41 - SUBJECT MATTER OF NEGOTIATIONS**

The OPBA and the City acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from an area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both parties further agree that the written provisions of this Agreement represent the complete and entire agreement between the parties. During the life of this Agreement neither party is obligated to negotiate any item or matters, unless by mutual agreement. Any items previously agreed to and not included in the written provisions contained herein shall be null and void and have no further force and affect upon either party.

The employee shall continue to receive any benefit or monies paid by the City that has not been addressed in negotiations or in the agreement for the term of this Agreement. The subject that relate to monetary benefits not addressed in this contract shall not increase or decrease during the term of this Agreement.

**ARTICLE 42 - SAVING CLAUSE**

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 43 - DURATION OF AGREEMENT**

Section 1.

- A. This Agreement shall become effective on January 1, 2011 and shall remain in full force and effect until December 31, 2013 unless otherwise terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized Representatives and entered into this 24<sup>th</sup> day of April 2011, at Aurora, Ohio.

FOR THE OPBA:

FOR THE EMPLOYER:

\_\_\_\_\_  
*Lisa Lesner*

\_\_\_\_\_  
*Lynn McGee*

\_\_\_\_\_  
*Bevil Lipp* OPBA

\_\_\_\_\_  
*[Signature]*