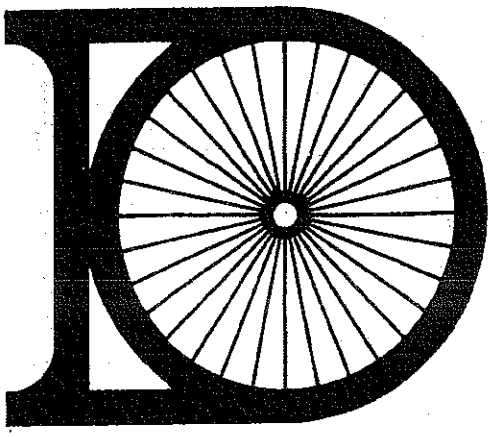
AGREEMENT BETWEEN THE

CITY OF DELAWARE

AND

FRATERNAL ORDER OF POLICE

OFFICE AND CLERICAL



EFFECTIVE DATES

January 1, 2014- December 31, 2016

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ARTICLE 1

AGREEMENT

Section 1.

This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City,) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union).

Section 2.

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Union. This Agreement is intended to formalize the issues approved by the negotiating committees of the City and the Employees Union.

Section 3.

The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 4.

This Agreement shall become effective upon ratification by the Union and approval by the City Council and shall remain in full force and effect until December 31, 2016. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, the City and its employees are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

Section 5.

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written or electronic notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

ARTICLE 2

RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive representative for all Bargaining Unit members described in Section 2 of this article. The Union is recognized by the City as the sole and exclusive representative in any and all matters relating to wages, hours and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2.

The bargaining unit shall include the positions of Records Clerk, Senior Records Clerk and Community Service Officer. Excluded from the bargaining unit are all other employees of the City.

ARTICLE 3

DEFINITIONS

For purposes of this bargaining agreement the following terms shall be defined as follows:

Department Head(s): Police Chief.

Department(s): Police Department.

Periods of Employment/Years of Total Service/Years of Service shall always be based upon permanent Full-Time Employment.

ARTICLE 4

PROBATIONARY PERIOD

Section 1.

New hires probationary period. For all full-time employees the probationary period shall be a period of twelve (12) months from the date of full-time employment, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. Any probationary employee off work on an approved leave longer than a thirty (30) day period shall have their probationary period extended for the same time period they are away from work. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the member may be dismissed without recourse to grievance/arbitration procedures in this contract.

ARTICLE 5

MANAGEMENT RIGHTS

Unless the City has set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Delaware, or the right of the Department Head to manage the Department, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including this Department. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees, and also to suspend, discipline, demote and discharge for just cause.

B. The right to effectively manage the work force and to determine the number of personnel needed in the department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.

C. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations; or to subcontract for services.

D. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in the Agreement.

E. The right to take any necessary actions to carry out the mission of the City.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1.

Should any difference or dispute arise between the City and any employee or group of employees in the bargaining unit with respect to the interpretation or application of a specific and identified provision of this Agreement, it will be considered a grievance and must be resolved in accordance with the following procedure:

Section 2.

Step 1. If the Union, any employee or group of employees in the bargaining unit believes that he has a grievance (as defined above), he shall first cite the specific contract clause violated and discuss the grievance with his immediate supervisor within fourteen (14) calendar days of the grievance incident, or within fourteen (14) calendar days of the time the employee should have been aware of the incident. If a satisfactory disposition of the grievance is not made at this stage, then within seven (7) calendar days of such discussion:

Step 2. The grievance shall be reduced to writing and shall be signed by the aggrieved employee or employees and the bargaining unit representative (with a signature denoting acknowledgment only), and presented to the Chief of Police. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Chief of Police within that time period shall be considered abandoned. The Chief of Police shall meet with the grievant and his representative within fourteen (14) calendar days of receiving the written grievance. The Chief of Police shall answer in writing the grievance within fourteen (14) calendar days immediately following the meeting. (The day of submission is not counted as a day of this step or any succeeding step.) If satisfactory disposition is not made by the Department Head, then within seven (7) calendar days the grievance shall proceed to step 3.

Step 3. The grievance shall be presented in person to the City Manager or his/her designee. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the City Manager shall be considered as abandoned. Within fourteen (14) calendar days after he receives the grievance, the City manager will schedule a meeting with the grievant and his representative. The City Manager will answer the grievance in writing within fourteen (14) calendar days following the meeting.

Step 4.

A. Appeal to Arbitration. Should a grievant, after receiving the written answer to his grievance at Step 3 of the Grievance Procedure, still feel that the grievance has not been resolved to his satisfaction, he may, upon approval of the union, request it be heard before an arbitrator. The union, by the Grievance Chairman, must make application to the City Manager or his designee for arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the City Manager at Step 3.

B. **Selection of Arbitrator.** Within fourteen (14) calendar days following receipt of the Union's application for arbitration, the City Manager, or his designee, and a Union Representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service, to submit a panel of nine (9) arbitrators, who are National Academy Certified, from which the City and the Union shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Each party may call for a new panel before striking only once per grievance.

The union agrees that the City, at their choosing, may request to use a panel of arbitrators from the American Arbitration Association (AAA). The City agrees that if they request AAA panel, that they shall pay the cost of requesting said panel.

C. **Authority of the Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the F.M.C.S., or A.A.A. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding.

D. **Arbitrator Costs.** The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent if any, for the hearing room shall be borne equally between the parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter, if any, shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Grievants, grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working hours shall not suffer any loss of pay. Member witnesses other than the grievant or grievance representative called by the Union will be afforded time off without pay or will

be allowed to use accumulated leave time to attend the hearing, manpower needs permitting as determined by the Chief of Police or his designee.

E. Arbitrator's Findings. The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the Union.

Section 3. Time Limits.

It is the Administration's and the Union's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Union and the Administration's designated representative may mutually agree, at any step, to additional short extensions of time, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, any grievance not answered by the City within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure. Any step in the grievance procedure may be skipped by mutual consent.

Section 4.

In each step of the grievance procedure outlined in Section 2 above, the grievant and his representative shall be given approval by the City to attend the meetings therein prescribed, manpower needs permitting as determined by the Chief of Police or his designee. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

Section 5.

No member or official of the Union shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under these procedures.

Section 6.

A grievant shall not suffer any loss of pay for time spent presenting his grievance in any of the steps in this grievance procedure.

Section 7.

A grievant shall be entitled to a Union representative at steps 2, 3, and 4 of this procedure. The Union representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Union representative will not suffer any loss of pay for time spent representing a grievant in discussions under this procedure.

Section 8.

Grievants and grievance representatives should not use City paid time to reduce a grievance or an appeal to writing, to investigate the facts regarding a grievance or facts regarding other similar situations, to engage in discussions with others regarding a

grievance or to otherwise prepare to present a grievance at any of the steps in this procedure.

Section 9.

All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if one is desired shall be released from duty for purposes of attending such meetings, provided that neither the grievant or his representative are needed to satisfy the City's manpower needs.

Section 10.

For purposes of this Article, calendar days shall be used for the calculation of "days."

ARTICLE 7

NO STRIKES

Section 1.

Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the City and the union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Delaware. Therefore:

A. The union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the City by its members. When the City notifies the union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the union shall immediately, conspicuously, post notice over the signature of an authorized representative of the union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification of the union, as provided herein, may be disciplined, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal. This provision shall not negate any other legal recourse available to the City as provided by Chapter 4117 ORC.

B. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the union.

ARTICLE 8

INTERNAL REVIEW

A. Prior to a member being asked questions during an internal investigation which could lead to discipline of the member questioned, that member shall be informed of his right to have union representation if he so desires and requests such representation. If no Union representative is available within a reasonable period of time, then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation, but in no event shall it be continued past seventy-two (72) hours absent extenuating circumstances.

B. In the event union representation is requested in such an investigatory interview, no questions shall be asked the member without the member's union representative being present.

C. In the event union representation is requested in such an investigatory interview, the member may consult with his union representative before the investigatory interview and the union representative may act as a witness during the interview but may not interfere with the member or investigator during the interview. This does not limit the right of the member to ask for a break during the interview to consult with his or her union representative.

D. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours. In the event a member is questioned during non-duty hours, the member will be compensated at his appropriate rate of pay for time spent being questioned.

E. A member who refuses to answer questions in an internal investigation of his conduct or the conduct of another person may be charged with insubordination or a like offense, if after being advised that such refusal to answer or refusal may, if continued, be the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights" and is informed by the investigating officer that his or her responses to questions will not be the basis for criminal charges against the Member, and the Member is ordered to answer questions, a Member's refusal to answer questions or refusal to participate in an investigation may form the basis for a charge of insubordination or like offense.

F. In the event a polygraph or other lie detection examination is used in an internal investigation, the City will not use the results of said examination as the sole basis for imposing discipline but only as a corroborative or investigative tool.

G. In evaluating the evidence regarding a complaint about a member's conduct, the City will take into account the length of time which has expired between the date of the alleged

incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the City will not take action against the member complained about unless the complaint is supported by other corroborative evidence.

H. Prior to any suspension without pay or termination of a member, the member will be afforded notice of the charges against him and an opportunity to review the evidence against him prior to responding in his own defense. A member may request a union representative and/or attorney to assist him in responding to the charges before a decision is made for a suspension without pay or termination. However, under no circumstances will the request to have an attorney present be permitted to unreasonably delay holding such a hearing.

I. Members shall be informed, in writing, if requested, of the results of any investigation in which the member is interviewed and the member is the subject of the investigation, at the conclusion of the investigation.

ARTICLE 9

VACATION TIME AND LEAVE SCHEDULING

Section 1.

The vacation year for members shall end at the close of business on the last day of the last pay period that ends in the month of December.

Section 2.

Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of total service which is established in the schedules contained in Section 3 of this article. Years of total service is defined to be the total of all periods of employment for the City of Delaware. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period following the pay period in which the anniversary date falls.

Section 3.

The following vacation accrual schedules are established:

YEARS OF TOTAL SERVICE	VACATION HRS/YEAR	VACATION HRS/PAY
Less than 5 years	80.6	3.1
5 years but less than 10 years	119.6	4.6
10 years but less than15 years	161.2	6.2
15 or more years	200.2	7.7

Section 4.

Any vacation balance in excess of the maximum number of work hours established in this paragraph shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

YEARS OF TOTAL SERVICE	MAXIMUM ACCRUAL OF VACATION HOURS
Less than 5 years	241.8
5 years but less than 10 years	358.8
10 years but less than 15 years	483.6
15 or more years	600.6

Section 5.

A. To be eligible for bi-weekly (pay period) vacation accumulation, a member must be in paid status for a minimum of 72 hours within that pay period; except that when a member is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be construed as unpaid work status.

B. A member in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the member's hourly rate of pay at time of separation. Vacation leave shall not be used as a "bridge" into retirement or separation.

C. When a member dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or such other person the member may have designated in writing.

D. Scheduled vacation leave shall be approved in accordance with the guidelines established in this agreement. Annual vacation selections must be completed as soon as possible after the shift bids and no later than December 31st. Annual protected vacation selections can only be made for the year that the bids are in effect. Time off will not be granted for members when it is determined that special events require additional personnel. Members must have earned sufficient time to cover requests for leave by the time the leave is taken. The use of anticipated time beyond that will not be allowed.

Protected time off will be designated as V_1, C_1, P_1 or H_1, representing vacation leave, compensatory time, personal days and holiday time respectively. Only one protected leave per day, be it designated as V_1, C_1, P_1, or H_1, will be ensured whether from the annual vacation pick or other time off requests (see E, below). Additional time off requests for the same day will be designated V2, C2, P2 or H2.

During the first round sign up period, members may make two (2) selections of vacation leave from eight (8) to fifty (50) hours per selection. Members may make two selections in increments of one-day to four weeks during second and third round vacation selections, respectively. A second time off request for the same day may be granted if staffing permits but will be subject to cancellation.

E. Time off requests, other than annual vacation selection may be granted no more than sixty days in advance. For time off requests submitted at least sixty days in advance, the most senior member's request will be honored. Time off requests submitted less than 60 days in advance will be handled on a first come first serve basis depending on staffing levels. The time stamped on the request will determine the order of the request. Only V_1, C_1, P_1 or H_1 days are protected. A member must notify a supervisor at least three days prior to the cancellation of a time off day. Employees will be notified of the approval or denial of the time off requests in a timely manner. Vacation leave must be taken in ½ hour increments.

F. Any member ordered to work while on previously approved time off of five or more consecutive days for eight (8) hour employees, or four (4) or more consecutive days for ten (10) hour employees, shall be paid at 1 ½ times their hourly rate for all hours worked unless the Chief of Police declares an emergency exists in the City and all leaves are canceled.

Section 6.

A member may elect to trade three (3) weeks of vacation time for equivalent pay during any calendar year. The Department Head will post a notice in June informing members of the required deadline for selling vacation time. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

No bargaining unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause.

The City agrees to follow the principle of progressive corrective action. The Chief of Police may skip any step(s) of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.

A. Review of Personnel Files.

Any member shall be allowed, upon request, to review his personnel file between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request shall be made to the Chief of Police directly and review shall be made in the presence of the Chief of Police or his designated representative. The City will abide with all federal, state, and local requirements pertaining to public records law.

B. Performance Evaluations.

A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it. An evaluator's negative comments or marking or performance needing improvement should be supported either by documentation to be attached to the performance evaluation or written on the evaluation itself. The member receiving such negative comments shall have the right to submit a memorandum explaining their reasons for not agreeing to the performance evaluation. The member may also provide any supporting documentation to be attached to the performance evaluation.

C. Use of Prior Discipline.

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of oral counseling will not be used as a basis for further discipline one (1) year or more after issuance. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance. All other forms of discipline shall be removed from the personnel file three (3) years from the date of issuance. Providing there has been no intervening discipline, discipline records after the 1, 2 or 3 year period shall be disposed of in accordance with the City's Public Records Retention Schedule.

ARTICLE 11

WAGES AND PAY PLAN

Section 1.

The City will implement the Pay Plan listed below which shall be in effect for the periods indicated, except that salary step advancements prescribed in the pay plan shall become effective the first full payroll period after their anniversary date. The following pay rates for all Pay Grades reflecting a 3% increase for 2014, a 2.5% increase for 2014, and a 2.5% increase for 2016 will be paid to members beginning on:

PAY PLAN FOR PERIOD BEGINNING DECEMBER 21, 2013

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
I	17.36	18.05	18.74	19.51	20.14
II	18.13	18.97	19.70	20.58	21.44

PAY PLAN FOR PERIOD BEGINNING DECEMBER 21, 2014

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
I	17.79	18.50	19.21	20.00	20.64
II	18.58	19.44	20.19	21.09	21.98

PAY PLAN FOR PERIOD BEGINNING DECEMBER 21, 2015

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
I	18.23	18.96	19.69	20.50	21.16
II	19.04	19.93	20.69	21.62	22.53

PAY GRADE	POSITION
I	Records Clerk
II	Community Services Officer
II	Senior Records Clerk

SECTION 2.

Current employees as of March 1, 2007 in the records bureau/records division are to be employed in the position of Senior Records Clerk. Any future employees employed in the records bureau/records division who are not Senior Records Clerks with the City of Delaware as of March 1, 2007 shall be employed in the positions of either Records Clerk or Senior Records Clerk in the sole discretion of the City. The City shall evaluate the needs of the Police Department and records bureau/records division and determine in its sole discretion whether any additional employees or job openings shall be in the Records Clerk or Senior Records Clerk positions. A minimum qualification for a Senior Records Clerk position shall be at least five years of service as a Records Clerk or equivalent education and job skills as determined by the Chief of Police in his or her sole discretion.

ARTICLE 12

OVERTIME

Section 1.

Members shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from the City service.

Section 2.

In lieu of cash payment, the member may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the member is entitled. All requests for compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

Section 3.

Members can accumulate up to one hundred (100) hours of compensatory time. When a member has one hundred (100) hours of accumulated compensatory time, all further overtime will be paid in cash.

Section 4.

It shall be the policy of the administration to have overtime work performed only with supervisory authorization. If overtime is worked without the advance authorization of the appropriate supervisor, except that in an emergency or an ongoing incident that extends past a member's shift such authorization may be granted subsequently, the member shall be subject to discipline up to and including termination.

Section 5.

Overtime for Dispatchers shall be offered in the following order:

A. Full shift coverage
   a. The Dispatchers who are scheduled off that particular day in seniority order
   b. The other Dispatchers in seniority order
   c. The shift may be split between two dispatchers
   d. Dispatchers currently working the shift and scheduled to work the next shift

B. Partial shift coverage
   a. Dispatchers currently working the shift or scheduled to work the next shift
   b. The Dispatchers who are scheduled off that particular day in seniority order
   c. The other Dispatchers in seniority order
   d. The time may be split between two dispatchers

ARTICLE 13

HOURS OF WORK

Section 1.

The normal, but not guaranteed, workday for Records Clerks, Community Service Officer shall consist of an eight (8) hour or ten (10) hour workday with a 15 minute paid lunch break. The normal, but not guaranteed, workday for Dispatcher shall consist of an eight (8) hour workday with a half hour paid lunch break. The exception to this will be the ten (10) hour Dispatcher position whose normal workday shall consist of ten hours with a half-hour paid lunch break.

Section 2.

The normal, but not guaranteed, work week for members, with the exception of ten (10) hour shifts, shall consist of five (5) days on duty and two (2) days off, though not necessarily in the same work week. The normal, but not guaranteed, work week for members working the ten (10) hour shift shall consist of four (4) days on duty and three (3) days off, though not necessarily in the same work week. Days off shall normally be consecutive, though not necessarily in the same workweek, dependent upon staffing needs as determined by the Chief of Police.

Section 3.

Dispatchers and Records Clerks shall be permitted, with approval of their supervisor, to exchange a work day or shift assignment, as long as such exchange takes place within the posted schedules. Exchanges of work days or shift assignments lasting two (2) or more consecutive days, shall require the approval of the Chief of Police or his designee.

If an employee who exchanged a work day or shift assignment fails to show up for work, the employee will be prohibited from other and future exchanges.

Section 4.

The City recognizes the benefit to be achieved from advance notice of scheduling, and accordingly, agrees that unless unusual circumstances prohibit, the work schedule for bargaining unit members will be posted at least seven (7) weeks prior to the implementation of the schedule. Also, if changes in the posted work schedule become necessary, the effected members will be notified of such changes no less than seven (7) days in advance, if possible.

Section 5.

During the time changes each year, the City agrees to pay time and a half to those working the additional hour during their shift and likewise, the employees working during the shift where they are short an hour, they will take 1 hour vacation, holiday, personal or compensatory time.

ARTICLE 14

HOLIDAY PAY

Section 1.

The following are designated as paid holidays for members:

New Year's Day, January 1	Little Brown Jug Day, ½ day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

Section 2.

If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.

Section 3.

For each holiday observed on a Dispatcher's scheduled workday, said Dispatcher shall work that holiday unless the Dispatcher requests and is granted the day off by the Department Head or supervisor through the use of vacation leave, personal days, holiday or compensatory time off.

Section 4.

For eight (8) hour shift members, for each of the holidays specified in Section 1. of this article on which a member works, he shall be entitled to holiday compensation totaling double the member's regular rate of pay, except that members shall be entitled to holiday compensation totaling two and one-half times the member's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Compensation for holidays may be in the form of cash or compensatory time off at the option of the member.

For ten (10) hour shift members, for each of the holidays specified in Section 1 of this article on which a member works, he shall be entitled to holiday compensation totaling the member's regular rate of pay plus eight (8) hours applied to their holiday compensatory balance, except that members shall be entitled to holiday compensation totaling one and one-half times the member's regular rate of pay plus eight (8) hours applied to their holiday compensatory balance if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Compensation for holidays may be in the form of cash or compensatory time off at the option of the member.

Section 5.

In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation, when any such holiday falls on a Saturday it shall be observed on the Friday

immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately succeeding. For purposes of holidays, holiday time shall be designated as starting at 11:00 p.m. the day before the actual holiday, and ending at 11:00 p.m. on the actual holiday, except for overtime purposes for the end of the shift that ends at 11:00 p.m., whichever is applicable, in which case, overtime shall be paid at the holiday rate.

Section 6.

Members shall be credited with thirty-two hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will deducted from the employee's final paycheck. Use of holiday compensatory time or personal days shall be at the member's discretion with the approval of the employee's supervisor. Personal or Holiday time can be taken in ½ hour increments. Compensatory time can be taken in increments of 6 minutes. For usage guidelines see Article 9 – Sections D&E

Section 7.

All members will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal days. Once an employee accumulates the maximum allowable number of personal days/holiday compensatory time then future personal days/holiday compensatory time will be compensated for in cash, at the time they are earned. A member may elect to cash in up to one year's worth of holiday compensatory time and personal days each year. The Department Head will post a notice in June informing members of the required deadline for selling holiday time/personal days. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade. Such trade shall take place the first pay period of October.

Section 8.

At the time of separation, a member shall be compensated for all accrued, but unused, holiday compensatory time and personal leave.

ARTICLE 15

SICK LEAVE

Section 1.

Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of the Department Head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and for illness or injury of the employee's spouse, children, step-children, parent, parent-in-law or any other living legal guardian dependent. Each employee may be required to furnish a satisfactory affidavit (e.g. "Request For Leave Form") to the effect that his absence was caused by illness due to any of the foregoing causes, in addition to any other rule or regulation as may be prescribed by the City Manager. For any sick leave absence of five (5) or more consecutive days due to an employee's illness, an employee will be required to provide a physician's certificate stating the nature of the illness and stating that the employee is physically able to return to work. The City retains the right to insist that an employee, before returning to work from a sickness leave, be examined by a physician designated by the City at the City's expense, to verify that the employee can safely return to work.

Section 2.

Sick leave must be taken in one - half (½) hour increments. Employees on any shift may use sick leave to leave and return to work for short period of time in the event of an emergency and with the supervisor's approval for the purpose of doctor's appointments, family illness or family illness related emergencies. Sick leave will not be used for off duty medical appointments that are not contiguous one hour before or one hour after the regular shift hours of a member.

Section 3.

If a member used 0 hours of sick leave in any one calendar year, that member shall receive pay equal to twenty-four (24) hours the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year that member shall receive pay equal to sixteen (16) hours the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall receive pay equal to eight (8) hours the following year. To be eligible for the sick leave incentive program said member must be a permanent full-time employee of the City of Delaware for the entire preceding year and have met the conditions above.

Section 4.

Any City employee who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert any excess thereof up to 120 hours of sick leave to vacation leave on the basis of sixteen (16) sick leave hours for eight (8) hours vacation leave. Such conversion can only occur the first pay period of December.

Section 5.

For Employees Hired Prior to November 1, 2013

Any member separated from City service for any reason other than termination with just cause shall be paid for all accrued sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 650 hours. A member separated from City service for other than just cause shall be paid for any accumulated and unused sick leave for those hours which exceed 650 on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.

Upon separation, for any reason other than termination with just cause, of any employee who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of one (1) days pay for every two (2) unused sick leave days, to a maximum of sixteen (16) weeks pay.

Section 6.

For Employees Hired After November 1, 2013

Each member hired by the City of Delaware after November 1, 2013 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

ARTICLE 16

SPECIAL LEAVE

Section 1. Special Leave.

A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

	DAYS/HOURS OF LEAVE	
Leave for Death of:	**Local Funeral**	**Other Funeral**
Immediate Family Member	1-3 days*	1-5 days*
Other Relative	May Use Up To 1 Scheduled Work Day of Accrued Leave	May Use Between 1-3 Scheduled Work Days of Accrued Leave

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Head.

** All leave time with the approval of the Chief of Police.

B. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, sister-in-law, brother-in-law and parents-in-law.

C. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

Section 2. Jury Duty Leave.

A member, while serving upon a jury in any court of record in Delaware County or any adjoining county will be paid his regular salary for each of his workdays during work hours during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.

ARTICLE 17

LONGEVITY COMPENSATION

Members shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service according to the following table:

After five (5) years of continuous service	$ 600/year
After ten (10) years of continuous service	$ 800/year
After fifteen (15) years of continuous service	$ 1,000/year
After twenty (20) years of continuous service	$1,200/year
After twenty (25) years of continuous service	$1,400/year

The longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year.

Upon termination of service for other than just cause, members who are eligible for longevity pay under this section (or in the event of death, the surviving spouse, dependents or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this article continuous years of service shall include approved military leave and any time in paid status.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1. Shift Differential Pay Rates.

Shift differential pay is hereby established effective the first payroll period following ratification and adoption of this agreement:

Sixty-Five cents ($0.65) per hour for any shift during which a majority of the scheduled hours occur between 3:00 p.m. and 11:00 p.m., and 1st Flex position $0.70 per hour

Seventy-Five cents ($0.75) per hour for any shift during which a majority of the scheduled hours occur between 11:00 p.m. and 7:00 a.m., and 2nd Flex position $0.80 per hour.

Section 2. Eligibility.

Shift differential pay shall be provided all members whose permanently assigned shift includes hours a majority of which occur between 3:00 p.m. and 7:00 a.m. When a temporary change in schedule of ten (10) or more consecutive scheduled shifts occurs, shift differential pay will be at the rate established for the shift being worked. Shift differential pay shall be provided to the flexible dispatcher position at the rate established for the position regardless of the hours they actually work or number of consecutive scheduled shifts.

Section 3. Method of Payment.

Shift differential pay shall be paid for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this article, to an eight-hour workday, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

ARTICLE 19

UNIFORMS

Section 1.

Uniforms shall be the wear for Senior Records Clerk, Records Clerk, Dispatcher and Dispatch Coordinator positions. An annual clothing allowance of $300 shall be provided for clothing maintenance. Acceptable attire shall present a relaxed professional look.

Section 2.

Each newly hired Senior Records Clerk, Records Clerk, Dispatcher and Dispatch Coordinator shall be provided:

10 shirts
One garment: sweater or sweatshirt type
Each current employee will be permitted replacement of up to 8 a fiscal year.

Each newly hired Community Service Officer shall be provided:

10 shirts
5 pants/shorts
One pair of shoes
Winter Jacket
Light Weight Jacket
One sweater type garment
One winter hat
One summer hat
1 belt
One raincoat
An annual cleaning allowance of $300

Section 3.

Annual Replacement/Maintenance/Cleaning Allowance. Each employee shall maintain uniform pieces such that a professional image is presented. Each employee shall present any pieces which need replaced to the Chief of Police, or his designee, for inspection, who shall have the sole discretion in determining if replacement is necessary (Records and Dispatch Staff are not to exceed 8 garments in any year). Any items reported stolen will also be replaced. Items identified as replaceable shall be appropriately marked, and replacements provided, such that each employee maintains the full complement of serviceable uniforms. Employees shall receive their clothing or cleaning allowance in the 2nd full pay period of January of each year. For employees hired other than the start of a new year, if they are entitled to the above allowance, it would be prorated based on full months of employment for the year.

Section 4. Fitting/Alterations.

A. Prior to yearly replacement ordering, each employee shall be fitted as required.

B. Replacement pieces shall be altered for a proper fit upon delivery by the supplier.

C. Alterations of existing pieces will be approved to compensate for loss of body weight and/or to accommodate unusual fitting requirements.

D. Alterations intended to change the silhouette of a garment to conform to a desired fashion style will not be approved.

Section 5. Eyeglasses Replacement.

One pair of eyeglasses will be replaced for the Community Services Officer under the following circumstances:

1) Damaged in the line of duty and not due in any way to the negligence of the employee
2) Maximum replacement value of $300
3) Damaged glasses must be turned into the supervisor
4) This section is purely at the discretion of the Chief of Police

ARTICLE 20

INSURANCE

Section 1. Hospitalization, Surgical and Major Medical.

The City will continue to provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

		NETWORKS PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible	Single Family	None None	$ 500.00 $1000.00
Office Visit Co-pay		$10.00	N/A
ER Visit Co-Pay		$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible	**N/A**
Co-insurance	Single Family	90/10% of first $1,000 80/20% of next $3,000 90/10% of first $2,000 80/20% of next $5,000	50/50% of first $5,000 50/50% of first $10,000

The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations. Effective January 1, 2012 employees will contribute to the cost of the health benefit plan in an amount equal to 11% of the established monthly COBRA rate utilized by the City. Effective January 1, 2013 employees will contribute to the cost of the health benefit plan in an amount equal to 15% of the established monthly COBRA rate utilized by the City. Annually, on April of the following years, the percentage of COBRA will be established. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay period in April of each year.

Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be: $68.33/mo. x 12 = $819.96, $819.96/26 pay periods = $31.53 per pay period In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of $100 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	$ 100 per month
Maintain Prescription Only	$60 per month
Maintain Dental Only	$65 per month
Maintain Prescription and Dental	$55 per month

*** An employee may not elect to have medical coverage only.**

Payments will begin on the first pay period of the month following 30 days notice of an employees desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to PERS contributions but will be subject to all applicable taxes.

Section 2. Prescription Card.

The City will provide a prescription card plan for members and their dependents.
The prescription benefits will be the following, with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

Drug	Retail Benefits	Mail Order Benefits
Generic Drugs	80/20%	90/10%
Name Brand Drugs	50/50% with $25 co-pay for each disbursement	75/25% for name brand drugs with no co-pay

The maximum expense a member will pay for coinsurance is $500 for Family coverage and $250 for Single coverage annually for prescription benefits, however, the $25 co-pay for retail, name-brand drugs will not count towards the calculation of the $500 or $250 coinsurance maximum and will **always apply** even after a member reaches the $500 or $250 coinsurance maximum expenditure.

Section 3. Dental Care Plan.
The City will maintain the current dental coverage for all members.

Section 4. Life Insurance.
The City will maintain life insurance for all members at a face value of $40,000.

Section 5.
The City shall provide a certificate of coverage for each member. Such a certificate shall be for the members' family situation.

Section 6.
The City and the Union agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually.

Section 7. Smoking Cessation Contribution.
The City agrees to participate in the cost to a member who chooses to access a smoking cessation program, up to 50% of the total cost and no more than $75. A prerequisite is that a member who chooses to participate should first have made a good faith effort to quit smoking on their own, or in another manner. The City encourages smoking cessation in the interest of employee health, and to try to keep down future medical costs.

Section 8. Insurance Review Committee.

The City and FOP Dispatch and Clerical membership agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually.

The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.

The Employer agrees to provide bargaining unit employees health plan coverage that the benefits remains substantially the same. Such coverage may be provided through a self-funded plan or an outside insurance carrier. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the Employer shall make the final determination if a consensus is not reached.

ARTICLE 21

HEALTH AND SAFETY

Section 1.

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the Union agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment.

Section 2.

For purposes of this section, "unsafe equipment" and "unsafe conditions" means equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk of injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

ARTICLE 22

DUES

Section 1. Dues.

The City agrees to deduct from the wages of any employee who is a member of the Union all dues uniformly required. The Union will notify the City by July 1 of each year of the dues it charges and its current membership. All dues collected shall be paid over by the employer once each month to the FOP Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215.

Section 2. Fair Share Fee.

A. Payroll Deduction of Fair Share Fee - The City shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the Union's work in the realm of collective bargaining and contract administration.

B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not exceed 100% of the Union dues for members, shall be transmitted by the Union to the City Finance Director prior to February 15 of each year during the term of this contract for the purpose of determining the amount to be payroll deducted. The City agrees to transmit all amounts deducted to the Union once each month, at the same time and to the same place as regular membership dues.

C. Procedure for Rebate - The Union represents to the City that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union, and that such procedures and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Entitlement to Rebate - Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Union.

E. Indemnification of Employer - The Union shall defend, indemnify and hold harmless the City, the City Council members, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from an action in any court or administrative agency alleging that the Union's internal rebate procedure is legally defective.

ARTICLE 23

JOB POSTING

The City agrees to post or communicate electronically to the department (i.e., e-mail or web-site) all job openings, excluding promotions, for all public employment within the City of Delaware. The City agrees to post or communicate electronically to the department all job openings, including promotions, for all job openings within the department.

Written job postings of all openings shall be posted or communicated electronically in a conspicuous location. Deadline for applications will be listed in the job posting. Normal internal application period will be at least seven (7) days.

Any job opening which has been posted and not filled from that initial posting, internally and/or externally will be posted again internally if the City is again seeking to re-advertise that position.

ARTICLE 24

DEPARTMENT WORK RULES

The administration agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and a copy provided to each of the covered members in advance of their enforcement. Any charge by a member that a work rule, or department directive is in violation of this agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance.

ARTICLE 25

CITY WORK RULES

Section 1. Establishing.

The City will establish work rules; such rules shall not be in conflict with this contract. Such rules shall be uniformly applied to bargaining unit members.

Section 2. Posting.

When existing work rules and personnel policies are changed or new work rules and personnel policies are established, the City shall furnish the Union with a copy of the changed or new rule at least fifteen (15) days prior to the effective notice of the affected changes. The changed or new work rule or personnel policies shall be posted or communicated prominently for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires work rules or personnel policies to be effective immediately.

Section 3. Notification.

The City will furnish each member of the bargaining unit with a copy of all work rules within thirty (30) days after they become effective. New employees shall be provided with a copy or notified of the location of the work rules at the time of hire. The City agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and a copy or the location of the copy shall be provided to each of the members, whom the work rule is applicable to, in advance of their enforcement. Any charge by a member that a work rule is in violation of this Agreement or has not been applied or interpreted uniformly to all bargaining unit members shall be a proper subject for a grievance.

Section 4. Enforcement.

Employees shall comply with all work rules.

ARTICLE 26

BALLOT BOXES

Section 1. Ballot Boxes.

The Union shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at the Police Department up to four times per calendar year for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Department's review.

ARTICLE 27

JOB DESCRIPTION

The City will provide, if requested, a position description for each member of the bargaining unit. If a member requests, the Chief of Police, or his designee, will meet and explain the contents of the position description. The City retains the sole discretion in determining the contents of said position description.

ARTICLE 28

REPORT IN PAY/ CALL IN PAY/COURT PAY

When an employee is to work outside scheduled shift by the appointing authority or his designee he shall be paid or credited with a minimum of three (3) hours straight time pay for the first hour and time and one half for all hours worked, after the first hour. This provision shall apply to employees called in to off duty court appearances. However, this section will not apply to pre-scheduled overtime (overtime scheduled more than seven days in advance), overtime at the end of the shift, and training sessions.

ARTICLE 29

LABOR RELATIONS MEETINGS

Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Employer and/or his designee(s) shall meet when requested by either the union or the City periodically on a mutually agreeable day and time, with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2.

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting could include but not be limited to the following:

A. Discuss the administration of this Agreement.
B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
D. Disseminate general information of interest to parties.
E. Discuss ways to increase productivity and improve effectiveness.
F. Consider and discuss health and safety matters relating to employees.

Employees who are off duty will not be compensated for attendance at labor/management meetings.

Section 3.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 4.

Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this Agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the City's management rights.

ARTICLE 30

SENIORITY

Section 1.

Seniority shall be defined as follows:

A. Based on total, uninterrupted length of service with the City, as a full or part-time employee, as computed from the employee's last date of hire, for the purposes of vacation accumulation and longevity pay.

B. Based on length of service with the Police Department, as a full or part-time employee, for the purposes of scheduling vacation, overtime and other compensatory time off, and for promotional opportunities and filling jobs within the department.

Section 2.

An employee shall lose his/her seniority for the following reasons:

A. Retirement

B. Resignation

C. Discharge without the discharge being reversed through the procedures set forth in this agreement or through legal procedures.

Section 3.

In the last quarter of the year a member shall select her shift assignment within her classification by seniority. Shift selections shall go into effect at the beginning of the first posted schedule on or after the first of the following year. Selections must be completed in time to comply with the vacation selection process that must be completed by December 31st.

The Chief may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause.

ARTICLE 31

FILLING JOBS - WITHIN SAME CLASSIFICATIONS

For filling jobs from within the same classification, said job opening will be offered to employees active at work in the same classification before it is offered outside the classification based upon seniority, efficiency and other relevant factors. The Chief of Police retains the discretion in approving the filling of such job openings.

ARTICLE 32

TUITION REIMBURSEMENT

All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

A. All courses must be taken during other than scheduled working hours. Any situation which, in the discretion of the department head, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. All scheduled hours for courses of instruction must be filed with the Department Head or his designee. All courses are subject to approval by the Department Head. There must be a direct correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. The City Manager's Office has the sole and final discretion to approve or disapprove tuition reimbursement requests.

B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.

C. Employees seeking authorization of a tuition reimbursement must first submit to the Chief of Police for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times.

   Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers, and these must first be approved by the City. Seminars, conferences and workshops are not included.

D. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.

E. No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.

F. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

ARTICLE 33

RESIDENCY REQUIREMENT

As a condition of continued employment, members must reside within 30 aerial miles of the City limits of the City of Delaware.

ARTICLE 34

INJURY LEAVE

Section 1.

All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

A. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the OIC.

B. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the City. In the event that the City Manager determines that the injury is NOT employment related, the employee may grieve the decision under the procedures established in the contract. If the decision is upheld by an arbitrator, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.

C. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.

D. The City Manager may extend such leave by an additional 120 consecutive working days for employees working a 40-hour workweek, if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension. Such requests shall be made in writing to the City Manager as much prior to the termination of the 30 days as is possible.

E. Both parties agree that during the life of this agreement, the City may implement a Transitional Work Program in accordance with the Bureau of Workers Compensation guidelines.

ARTICLE 35

UNION RELEASE TIME

The City agrees that the highest ranking Union official in the bargaining unit or designee may request to be released from duty to participate in F.O.P. functions which have a benefit to the City and the Union. The City agrees that should they grant this release, it shall be with pay. Awarding of such release time is to be at the sole discretion of the City.

ARTICLE 36

MILITARY LEAVE

Section 1.

Employees of the Police Department who are members of the Ohio National Guard, U.S. Air Force Reserves, or the U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay and shall not be required to use vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed 176 hours (22 – 8 hour working days) in any one calendar year. Excepting and providing that when the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that a state of emergency exists, then in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period or periods, whether or not consecutive, not to exceed 176 hours (22 – 8 hour working days) in any one calendar year. A member shall be paid his regular salary for the period of time so served less whatever amount such member may receive as his military base pay. The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty.

Section 2.

Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, for longer than one hundred seventy-six (176) hours in each calendar year in which the employee performed service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;

B. five hundred dollars ($500.00).

Section 3.

The employee shall be responsible for notifying the City upon notification to report for military duty. During the period the employee is on leave, he/she shall be compensated for the difference between his normal rate of pay and the rate compensated for his/her military service. It is the employee's responsibility, therefore, to notify the City of the beginning/ending dates of his/her military service and military rate of pay.

Section 4.

Employees required to report for weekend/monthly drills must notify the City prior to the establishment of the next schedule. Failure to do so, on the part of the employee, will result in the time off without compensation.

Section 5.

Employees who have worked for the City long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 6.

An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 7

An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 8.

Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 9.

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

A. Reinstatement must be accomplished within thirty (30) days after application is received by the City.

B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.

C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.

D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave — that amount which had been accumulated at the time of entering service.

2. Vacation Leave — time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.

3. Automatic Salary Adjustment (step increases).

4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 37

NON-DISCRIMINATION

Section 1.

The City and the union recognize their respective rights and responsibilities under state and federal civil rights laws. The parties agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, age, sex, disability, or political affiliation.

Section 2.

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.

The City agrees not to interfere with the rights of the bargaining unit employees to become members of the union, and shall not discriminate, interfere, restrain or coerce any employee because of union membership or because of any employee activity in an official capacity on behalf of the union as long as that activity does not conflict with the terms of this agreement.

Section 4.

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

ARTICLE 38

RECREATION SERVICES CREDIT

The City agrees to provide each member with a credit for each year of this contract to be applied to a City Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be $60.00. This membership is defined and regulated by the Recreation Services Department and members shall abide by the stipulations set forth by the department both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

ARTICLE 39

SCOPE AND SEVERABILITY

Section 1.

This Agreement supersedes all previous oral and written agreements between the City and the Union and between the City and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreements, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 2.

It is also agreed that during the negotiations leading to the execution of this Agreement, the Union have had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the City or any of its agents with violating in raising a grievance.

Section 3.

In the event any of the provisions of this Agreement shall be declared illegal, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 40

VACATION AND SICK LEAVE TRANSFER AND CARRY OVER

A member may not carry over accrued and unused vacation leave from another public employer to the City, and will accrue vacation leave and sick leave consistent with this Agreement. Years of total service for the purposes of vacation accrual will be consistent with this Agreement defined as being all periods of permanent full-time employment with the City. Members may carry over accrued and unused sick leave from a prior employer under the restrictions established in Article 15, Section 6 (Sick Leave).

ARTICLE 41

SIGNATORY AGREEMENT

Section 1.

By affixing appropriate signatures below, the representatives of the Fraternal Order of Police, Ohio Labor Council and the City agree to the terms and conditions of this employment agreement. The language of said foregoing terms and conditions of employment is hereby deemed to be acceptable to both parties and recommended to be forwarded to the Delaware City Council for the necessary legislative approval, ratification and adoption.

Section 2.

Signed and dated at Delaware, Ohio, on this 19th day of February 2014.

For the City:

R. Thomas Homan
City Manager

Approved As to Form:

Darren M. Shulman
City Attorney

For the Union:

Susan Durbin
Bargaining Committee Member

Ashley Beery
Bargaining Committee Member

Bob Goheen
FOP/OLC Representative