

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 213

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (RADIO DISPATCHERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2018, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Radio Dispatchers Unit), and the City of Strongsville for a three-year period commencing retroactive to January 1, 2016 through December 31, 2018, copies of which are on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

Section 2. That the funds for the purposes of the aforesaid contract's 2016 requirements have been or will be appropriated and shall be paid from the General Fund, and thereafter in accordance with the annual appropriation ordinances adopted by Council.


Section 3. That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be retroactive to and operative from and after January 1, 2016; and the provisions of said Agreement shall be applied to each City employee who is a member of said collective bargaining unit from and after January 1, 2016.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Radio Dispatchers Unit of the Public Safety Division of the City, provide fair compensation for such collective bargaining unit members, and to

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conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



 President of Council

Approved: 

 Mayor

Date Passed: November 7, 2016

Date Approved: November 8, 2016

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: 

 Clerk of Council

ORD. No. 2016-213 Amended: _____
 1st Rdg. 11-7-16 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 11-7-16 Defeated: _____

AGREEMENT

BETWEEN

THE

CITY OF STRONGSVILLE

AND

**FRATERNAL ORDER OF POLICE
PARMA LODGE #15
(DISPATCHERS)**

JANUARY 1, 2016

TO

DECEMBER 31, 2018

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ARTICLE 1 PURPOSE AND INTENT

Section 1.1 This Contract is made between the City of Strongsville, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Parma Lodge #15, hereinafter referred to as the "Union". The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to employees in the bargaining Unit.

Section 1.2 In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the City of Strongsville; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for adjustment of matters of mutual interest and resolution of differences by means of amicable discussion.

Section 1.3 Unless specified within this Agreement as applying to part-time employees, any monetary or time-off benefits identified herein shall apply only to full-time employees.

ARTICLE 2 RECOGNITION

Section 2.1 The Union is recognized as the sole and exclusive representative of all radio dispatchers who dispatch police, fire, or emergency medical or rescue personnel or units for the City.

Section 2.2 Excluded are all clerical employees, service and maintenance employees, and members of the Police and Fire departments, professional employees, management level employees, confidential employees, casual and seasonal employees and supervisors as defined by the Act.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, handicap, Union membership or activity. The Union agrees that any action which the City is obligated to take to comply with state or federal law regarding discrimination as delineated herein shall not constitute a violation of this Agreement.

Section 3.2 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere,

restrain or coerce any employee because of Union membership or because of any legal 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 3.3 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 4 NO STRIKE, NO LOCKOUT

Section 4.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Strongsville. Therefore, the Union agrees that neither it, or its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

Section 4.2 When the City notifies the Union that any member of the bargaining unit individually or collectively is engaged in any such strike activity, as outlined above, the Union agrees to immediately publicly denounce such violations, disclaim approval and 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 return to work immediately.

Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

Section 4.3 The Employer agrees that neither it, or its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lock-out of members of the Union.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division, within the police department; to transfer (including the assignment and allocation of work operations division) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner

in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; specify and require the participation of appropriate drug and substance abuse testing programs, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE FEE

Section 6.1 The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 6.2 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. The FOP staff representative shall notify the City where to remit the deducted funds. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.3 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: termination of employment (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Union.

Section 6.4 The Employer shall not be obligated to make dues deductions from any employee, who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 6.5 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 6.6 The rate at which dues are to be deducted shall be certified to the Finance Director by the treasurer of the Union during January of each year. One (1) month advance notice

must be given the Finance Director prior to making any changes in an individual's dues deductions.

Section 6.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 6.8 All employee's as defined in Article 2 of this Agreement, shall either (1) maintain their membership in the Union; (2) become members of the Union; (3) be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the Employer shall deduct such fee in the manner set forth above.

Section 6.9 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's fair share fee (agency/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by the FOP to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the FOP 15 Lodge office.

ARTICLE 7 UNION REPRESENTATION

Section 7.1 Employees selected by the Union to act as a Union representative for the purpose of processing grievances under the Grievance Procedure shall be known as a "Steward". The Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

Section 7.2 The City shall recognize one (1) Steward and the Union shall submit in writing the name of the employee to act as the Steward for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified, in writing, of future changes. An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 7.3 The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in the Grievance Procedure.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 It is mutually understood that the prompt presentation, adjustment and answering of grievances is in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal

obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedures as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the Grievance Procedure are improper.

Section 8.2 A grievance is a dispute or difference between the Employer and the Union or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement.

Section 8.3 When a grievance arises, the following procedure shall be observed:

Step One: The Union Steward shall present the grievance in writing to the Dispatching supervisor within five (5) calendar days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The Dispatching supervisor shall meet with the Steward and the employee within five (5) calendar days to conduct the Grievance hearing. The grievance form shall set forth the details of the grievance, i.e. the fact upon which it is based, the Articles allegedly being violated, the approximate time of occurrence and the relief and remedy requested and shall be dated and signed by the employee(s) and the Steward. Within five (5) calendar days of the Step One hearing, the Dispatching Supervisor shall give an answer in writing to the Union.

Step Two: If the grievance is not satisfactorily settled at Step One, it shall be presented to the Chief within five (5) calendar days after receipt of the Step One answer. Within five (5) calendar days thereafter, the Chief shall meet with the Union Steward and grievant, one of whom shall be compensated if such hearing is held during that employee's regular working hours. Within five (5) calendar days after the Step Two hearing, the Chief shall respond in writing, to the Union.

Step Three: If the grievance is not satisfactorily settled at Step Two, it shall be presented in writing to the mayor or his designee, by the Union, within ten (10) calendar days following the receipt of the Step Two answer. Thereafter, the Mayor or his designee shall meet with the Steward and the grievant, one of which shall be compensated if such hearing is held during the employee's regular working hours, and a representative of the Union at a date and time mutually agreeable to the parties but, in any case, within fifteen (15) calendar days following receipt of the appeal. Thereafter, within fifteen (15) calendar days, the Mayor or his designee shall provide a written answer to the grievance.

Step Four: In the event the grievance is not resolved at Step 3, then within twenty (20) calendar days the Union may submit the grievance to arbitration by requesting in writing a list of arbitrators from the Federal Mediation and Conciliation Service ("FMCS") or the American Arbitration Association ("AAA"). Upon written notice of the Union's intent to arbitrate, the Association or the Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen by the Alternate Striking method. The cost and fees of arbitration shall be borne equally by the parties. The hearing(s) shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the AAA.

Section 8.4 In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the Arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of the Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days after the close of the Arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.

Section 8.5 A policy grievance may initially be presented by the Union at Step Two or Three of the Grievance Procedure.

Section 8.6 The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Employer and the Union. Calendar days as used herein shall not include Saturdays, Sundays, Holidays or the initial day of the operative event. Grievances not timely processed by the Employer may automatically be appealed by the Union to the next step. Failure of the Union to timely file a grievance or timely process it to any step shall extinguish the grievance.

Section 8.7 Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees adversely affect the normal operations of the department.

Section 8.8 The Union shall have the right, at Step Three of the Grievance Procedure, to modify a pending grievance in order to clarify pertinent procedural matters (e.g., section allegedly violated, scope of relief requested, etc.), provided, however, that the basic issue raised by the grievance may not be changed.

ARTICLE 9 DISCIPLINE

Section 9.1 This procedure shall only apply to all non-probationary employees covered by this Agreement.

Section 9.2 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or Union attorney at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration.

- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 9.3 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

Section 9.4 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

Section 9.5 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is implemented concurrent or after the decision of the Mayor or designee at his Step 4 of the grievance procedure.
4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

Section 9.6 The Notice of Discipline served on the employee shall be accompanied by a written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or Union attorney at every step of the proceeding;

Section 9.7 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 9.11, until the matter is settled or the penalty is implemented concurrent with the decision at Step 2 at the City's discretion.

Section 9.8 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.

Section 9.9 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

Section 9.10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 9.11 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

Section 9.12 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal

any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

Section 9.13 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for written warnings and twenty four (24) months after their effective date for suspensions of three (3) days or less, providing there are not intervening disciplinary actions taken during that time. Suspension of four (4) days or more will not be considered in future disciplinary actions after five (5) years providing there are no intervening disciplinary actions during that time.

ARTICLE 10 PROBATIONARY PERIOD

Section 10.1 Full-time employees hired on or after January 1, 1990, shall be considered to be on probation for a period of one (1) year of active duty including the successful completion of a formal departmental training program and state required qualifying requirements.

ARTICLE 11 SENIORITY

Section 11.1 Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period provided in Article 10 but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 11.2 Seniority shall be terminated when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to his/her bargaining unit seniority at the time of layoff or one (1) year, whichever is less;
- (d) Fails to report to work within seven (7) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician.
- (e) Is absent without report for three (3) scheduled work days; or
- (f) Fails to qualify for required L.E.A.D.S. (Law Enforcement Automated Data System) recertification.

Section 11.3 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter.

Section 11.4 Seniority shall be determined by the length of service in rank with the Strongsville Police Department since the most recent date of hire (date of appointment). In case of same date of hire, seniority shall be determined by the employee's standing on the civil service list.

After operational considerations, seniority shall be the determining factor in selecting vacation and holiday times off. Between November 1st and December 15th of each year, after the schedule is posted on November 1st, employees shall select up to two (2) weeks vacation which for purposes of this Section, a week shall equate to any seven (7) successive calendar days and up to two (2) holidays off in seniority order. For purposes of this provision, the annual work schedule begins with the first day of the first pay period within a calendar year and ends with the last day of the last pay period in the current year's schedule. Priority pick requests shall be made pursuant to a general policy created by the Chief. The balance of vacation and holiday time shall be taken, upon approval of the Chief, on a first-come, first-serve basis regardless of seniority. Once vacation time has been scheduled there shall be no bumping. Vacations or holidays may be changed at any time with the approval of the Chief.

ARTICLE 12 LAYOFFS

Section 12.1 Members of the Bargaining Unit may be laid off only for lack of work.

Section 12.2 In the event of a lay-off situation, members of the Bargaining Unit will be laid off in accordance with the department seniority (last hire, first laid off).

Section 12.3 A recall from lay-off will be based upon departmental seniority (last laid off, first recalled).

Section 12.4 Before any employee is laid off, all part-time, seasonal and temporary employees who perform police, fire or emergency-medical radio dispatching as part of their duties (except sworn police officers), shall be laid off.

Full-time employees who are on layoff status retain the right to be recalled to vacant radio dispatcher positions before any laid-off part-time, seasonal or temporary employees, referenced above, are recalled. Full-time employees shall be recalled in the inverse order in which they were laid off. Employees receiving notice of recall shall have fourteen (14) calendar days to accept the offer or will otherwise forfeit their recall rights.

ARTICLE 13 HOURS OF WORK/OVERTIME/CALL-IN

Section 13.1 The regular work period for full-time employees covered by this Agreement will be eighty (80) hours in a fourteen (14) day period. It is expressly understood that the scheduling of employees within such fourteen (14) day periods is a management right. However, the City will provide thirty (30) days notice to the Union prior to modifying the length of the regularly scheduled workday.

Section 13.2 Overtime pay for employees shall be at the rate of one and one-half (1 1/2) times the employees regular hourly rate for hours in excess of a single tour of duty in a twenty-four

(24) hour period or eighty (80) hours in a fourteen (14) day period. Overtime shall not be paid more than once under any provision of this Article or Agreement.

Section 13.3 For the purpose of overtime computation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked, except holidays and vacation, shall be excluded from the computation of overtime.

Section 13.4 All payments under this Article, and each section, are limited to call-out pays relating to City police business or the exercise of authorized police powers. An employee who is released from duty, and subsequently, required to report to duty at a time he is not scheduled, shall be paid for hours worked in the call-out capacity at the rate of one and one-half (1 1/2) times the straight time hourly rate with a minimum of two (2) hours overtime pay. The parties agree that this provision is applicable to situations where an employee is summoned off duty and actually reports to the station or a designated location to perform required assigned tasks. In the event the call out is for purposes of secondary employment, the minimum call out will be applied and will qualify only if payment (compensation) to the employee is actually made by the City.

Section 13.5 Each bargaining unit member shall, at their election, be able to accrue compensatory time at one and one-half (1 1/2) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred twenty (120) hours. The use of compensatory time shall be subject to the approval of the officer in charge. Employees may cash-out accrued compensatory time on April 1, October 1 or at the end of each calendar year. Upon retirement or termination of employment, all accumulated and unused compensatory time shall be paid to the employee.

Section 13.6 An employee who is required and personally appears at Mayor's Court or Berea Court, shall be paid for travel time and work time at the rate of one and one-half (1 1/2) times the straight time hourly rate with a minimum of two (2) hours overtime pay. An employee who is required and personally appears at any other court shall be paid for travel time and work time at the rate of one and one-half (1 1/2) times the straight time hourly rate with a minimum of three (3) hours overtime pay.

ARTICLE 14 SICK LEAVE

Section 14.1 Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.60 hours for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave shall accumulate without limit.

Section 14.2 Retention of Sick Leave. Employees hired prior to October 1, 1989, shall be permitted to retain accumulated sick leave from public service employment outside the City of Strongsville. Employees hired on or after October 1, 1989 are excluded from coverage under this Section 14.2.

Section 14.3 Charging of Sick Leave. Sick Leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 14.4 Uses of Sick Leave.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury to the employee or immediate family member;
2. Death of a member of his immediate family;
3. Medical, dental or optical examination or treatment of the employee where the treatment may not be scheduled during non-work hours;
4. Pregnancy and/or childbirth of the employee and other conditions related thereto; and
5. One day sick leave for employee to be present for birth of his child.

B. Three (3) days of sick leave may be granted to the employee who provides proof of attendance at the funeral of; brother, sister, spouse, child, step-child, mother, father, loco parents, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild.

Section 14.5 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

Section 14.6 Notification by Employee. When an employee is unable to work, he shall notify his supervisor or other designated person, within one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 14.7 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Any abuse, patterned use or excessive use of sick leave shall be grounds for disciplinary action.

Section 14.8 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties.

Section 14.9 Sick Leave Certification and Approval. The Employer may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to one of the

reasons set forth in Section 14.4 above. In any case, such certification must be presented whenever sick leave is requested for five (5) or more consecutive work days.

The Employer shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the Employer may approve or deny an employee's sick leave request, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

Any employee who is sick or disabled for five (5) or more consecutive work days, may be required, at the Employer's discretion to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's supervisor before the employee will be permitted to return to work. The Employer may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave release procedure. Should the Employer require such a medical examination, the employee shall be compensated for days off awaiting the medical examination, with no loss of accumulated sick leave should such medical examination determine the employee is fit for duty.

Section 14.10 Upon retirement from service after fifteen (15) or more years of service in the department, an employee may convert up to one-half (1/2) of the value of his or her accumulated sick leave to cash. After twenty-five (25) or more years of service in the Department, an employee may convert to cash up to one-half (1/2) of the value of his or her accumulated sick leave which exceeds one-thousand (1000) hours. Such conversion, if elected, will occur in December of each year.

Section 14.11 An employee may be granted a leave of absence for a period not to exceed six (6) months because of personal illness or injury supported by medical evidence, upon proper application and consistent with Section 14.9 above.

ARTICLE 15 JURY DUTY

Section 15.1 Any employee who is called for jury duty for any of the courts of record in the State shall be privileged to so serve and while serving shall receive compensation by the Employer at the employee's regular rate in addition to any amount paid by the court for individuals serving as jurors.

Section 15.2 Any time off by an employee resulting from the serving on a jury shall in no way diminish or reduce time allowed for vacations, holidays or sick leave. Employees who are released from jury duty more than two (2) hours prior to the end of their scheduled shift are required to report to work for the balance of the shift.

ARTICLE 16

DISABILITY LEAVE

Section 16.1 An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 180 calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first ten (10) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged except when an employee suffers a disabling injury as a result of the aggressive behavior of a female prisoner during the employee's search of the prisoner for concealed or contraband articles. In no event will an employee receive more than his regular compensation while on disability leave. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 16.2 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time. In an instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost for the examination. All medical examinations shall be scheduled at mutually convenient times.

Section 16.3 In the event an employee is dissatisfied with a determination of the Finance Director based on the Employer's medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE 17 HOLIDAYS

Section 17.1 In lieu of holidays, effective in 2016, full-time employees shall be credited with one hundred forty-four (144) holiday hours, to be acquired on the first day of January. Employees who wish to take holiday time off must receive advance approval of the Chief or his designee. An employee may carry over no more than thirty-two (32) hours from one calendar year to the next. However, if the employee chooses he may cash in all remaining holiday hours for pay on April 1, October 1, or at the end of the calendar year. Any remaining unused holidays above thirty-two (32) hours shall be paid in cash by the first pay in February. Employees who work the following holidays shall be compensated at the overtime rate for all hours worked: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. For purposes of this provision, an employee is excluded

from the holiday benefits on a pro-rata basis in any month the employee is absent without paid leave or not in a paid status one-half (1/2) or more of a tour of duty during the month.

Section 17.2 Part-time employees shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked on a named holiday.

ARTICLE 18 VACATIONS

Section 18.1 All full-time employees of the City shall be entitled on the anniversary date of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding anniversary year and have accrued the required years of service as follows:

- A. Each employee who has completed one (1) year of continuous employment beginning with his first dates of employment shall receive two (2) weeks vacation, with pay after such anniversary date.
- B. Each employee who has completed five (5) years of continuous employment beginning with his first date of employment shall receive three (3) weeks vacation, with pay after such anniversary date.
- C. Each employee who has completed ten (10) years of continuous employment beginning with his first date of employment shall receive four (4) weeks vacation, with pay after such anniversary date.
- D. Each employee who has completed fifteen (15) years of continuous employment beginning with his first day of employment shall receive five (5) weeks vacation, with pay after such anniversary date.
- E. Each employee who has completed twenty (20) years of continuous employment beginning with his first day of employment shall receive six (6) weeks vacation, with pay, after such anniversary date.

Section 18.2 Employees shall be permitted to carry over one (1) week of vacation per year. Carry over of vacation shall not be cumulative.

Section 18.3 Upon each employee's anniversary date of employment with the City, the City will convert to a cash payment any accrued, unused vacation time, with the exception of one week (40 hours) which will be carried over.

ARTICLE 19 EDUCATIONAL TUITION REIMBURSEMENT

Section 19.1 The Employer shall provide funds to reimburse a non-probationary employee for one-half (1/2) the cost of tuition directly related to one approved course of study per school quarter or semester. Course shall be interpreted as three (3) semester hours (or quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the Employer in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

Section 19.2 Should an employee successfully complete an approved course by earning a grade "B" or better, the Employer shall reimburse the employee for one-half (1/2) the cost of tuition upon presentation to the Employer of the original invoice from the institution.

ARTICLE 20 HEALTH COVERAGE

- Section 20.1** a. Effective November 1, 2016, the health insurance coverage summarized in the attached summary plan description shall be in effect during the life of this Agreement. As part of this coverage, the prescription coverage shall contain the following co-pays: \$20.00 generic; \$30.00 formulary; \$60.00 non-formulary. The City may also institute a mail order or maintenance drug plan at the reduced cost of two times (2x) the above co-pay for a three month supply. The contents of the notices and schedules of benefits as contained in the booklets given to each employee are incorporated herein by this reference. Moreover, such booklets/manuals setting forth health care coverage are on file at the Finance Director's office. The Employer may change carriers or insurers during the life of this Agreement so long as the benefits contained in the current coverage remains substantially the same or are better than the current coverage.
- b. Life insurance, accidental and dismemberment insurance in the amount as listed in the policy's schedule of benefits.
- c. Effective November 1, 2016, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of the prior year as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall pay a monthly premium-contribution seventy-five dollars (\$75.00) per month for single coverage, and one hundred-fifty dollars (\$150.00) per month for family coverage from their gross pay on a pre-tax basis.
- d. Effective November 1, 2016 an employee failing to meet any of the aforementioned bi-annual Wellness/Initiative/Screening conditions of the prior year shall pay one hundred twenty-five dollars (\$125.00) per month for single coverage and two hundred dollars (\$200.00) per month for family coverage from his/her gross pay on a pre-tax basis.

- e. Effective November 1, 2016, employees must sign an annual affidavit attesting to use of tobacco products. An employee using tobacco in any form will pay an additional twenty-five dollars (\$25.00) per month insurance-premium contribution.

ARTICLE 21 PENSION PICK-UP (SALARY REDUCTION METHOD)

Section 21.1 The Employer agrees to continue the Salary Reduction Pension Pick-Up program which reduces the employee's gross pay by the amount of the employee's contribution to P.E.R.S.

ARTICLE 22 ATTENDANCE AT TRAINING SCHOOLS, SESSIONS OR SEMINARS

Section 22.1 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief, stating the objective, the probable benefit to the department and the expected expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

Section 22.2 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

Section 22.3 Attendance at any approved school, training session or seminar pertinent to police matters, shall be compensated at the applicable hourly rate for travel time and attendance.

Section 22.4 Any employee of the Strongsville Police Department required by the Chief to remain overnight to receive training, shall receive an allowance for meals of fifty dollars (\$50.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing costs for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief.

Section 22.5 If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE 23 FAMILY AND MEDICAL LEAVE ACT

Section 23.1 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article 20, but shall not receive any other benefit.

Section 23.2 The Employer may require an employee to use accrued vacation or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. The Employer shall not

require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

Section 23.3 An employee who is unable to perform their duties due to an injury, personal illness, or pregnancy (including post-partum recovery periods), shall, after exhaustion of sick leave and leave available pursuant to the Family and Medical Leave Act, be granted a leave of absence without pay for a period of three (3) months. The request for leave shall be supported by medical evidence and provided to the Chief. The City may require an employee who requests a leave under this Section to submit to a physical examination by a physician chosen by the City at any time.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in Section 20.1 of this Agreement shall remain in effect during a leave under this Section.

ARTICLE 24 PERSONAL LEAVE

Section 24.1 Between January 1 and December 31 of each year, each regular full-time employee shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed provided that the employee has been engaged in active employment at all times during each regular work day and work week scheduled for such employee, except for absence on sick leave due to death in the employee's immediate family or absence due to the birth of a child. Personal leave in excess of twenty-four (24) hours will be converted to a cash payment for each employee at the end of each calendar year.

ARTICLE 25 MISCELLANEOUS

Section 25.1 All newly hired full-time probationary employees shall receive the following basic uniform:

1. Skirts / slacks
2. Blazer
3. Blouses / shirts
4. Sweater

Note: The above basic uniform may be supplemented with additional accessories at the sole discretion of the Chief or Safety Director.

Section 25.2 Effective January 1, 2017, all full-time non-probationary employees shall receive an annual uniform allowance in the amount of One Thousand Dollars (\$1,000.00) payable in the first paycheck issued in February.

Section 25.3 The Employer recognizes its obligation to provide a safe working environment and will continue to do so.

ARTICLE 26 WAGES

Section 26.1 The following compensation schedule shall be retroactive to January 1, 2016 for all full-time Radio Dispatchers:

	<u>Hourly</u>
Starting	\$17.63/hr
After 6 months	\$18.65/hr
After 12 months	\$19.84/hr
After 24 months	\$21.28/hr
After 36 months	\$23.53/hr

Section 26.2 The following compensation schedule shall be effective for all full-time Radio Dispatchers as of January 1, 2017.

	<u>Hourly</u>
Starting	\$17.98/hr
After 6 months	\$19.02/hr
After 12 months	\$20.24/hr
After 24 months	\$21.71/hr
After 36 months	\$24.00/hr

Section 26.3 The following compensation schedule shall be effective for all full-time Radio Dispatchers as of January 1, 2018.

	<u>Hourly</u>
Starting	\$18.34/hr
After 6 months	\$19.40/hr
After 12 months	\$20.64/hr
After 24 months	\$22.14/hr
After 36 months	\$24.48/hr

Note: Depending on prior experience the City may hire a Radio Dispatcher at the Start, 6 months, 12 months, or 24 months level.

Section 26.4 Any dispatcher assigned by the Chief or his designee to act as a training dispatcher shall receive an additional one (1) hour of overtime for each shift as the Training Dispatcher

Section 26.5 **Effective in 2016**, in order to encourage professional training and proficiency, all employees shall be paid a stipend for professional pay of One Thousand One Hundred Dollars (\$1,100.00) payable in January each year.

Section 26.6 Effective January 1, 2013, any employee who actually works between the hours of 7:00 p.m. and 7:00 a.m. shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour added to the base rate of pay.

Section 26.7 For 2016, within thirty (30) days of ratification, employees shall be provided a Five Hundred Dollar (\$500.00) one-time lump-sum payment (not applied to the base wage), in recognition of their dispatching of multiple jurisdictions.

For 2017, a Five Hundred Dollar (\$500.00) lump-sum payment (not applied to the base wage) shall be provided to employees by January 31, 2017 in recognition of their dispatching of multiple jurisdictions.

For 2018, a Five Hundred Dollar (\$500.00) lump-sum payment (not applied to the base wage) shall be provided to employees by January 31, 2018 in recognition of their dispatching of multiple jurisdictions

ARTICLE 27 LONGEVITY COMPENSATION

Section 27.1 In addition to the amounts provided in Article 26 (Wages) of this Agreement, each full-time employee shall receive additional compensation as longevity pay at the rate of five hundred dollars (\$500.00) after five (5) years of service and increases of one hundred dollars (\$100.00) annually thereafter.

ARTICLE 28 LABOR/ MANAGEMENT COMMITTEE

Section 28.1 A Labor/Management Committee consisting of two (2) full-time employees and one (1) person who represents management shall be established. This committee may meet as necessary to discuss items of concern to the employees and management of the Police Department.

ARTICLE 29 CONFORMITY TO LAW

Section 29.1 This Agreement shall supersede any present and future federal, state and local laws, along with any applicable rules and regulations.

Section 29.2 If any existing or future enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement.

Section 29.3 Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 2 above, the parties shall enter into discussion on the invalid or unenforceable section to negotiate successor sections.

ARTICLE 30 OBLIGATION TO NEGOTIATE

Section 30.1 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment 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.

Section 30.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

Section 30.3 Amendments to and/or modifications of this Agreement may be made by mutual agreement of the parties.

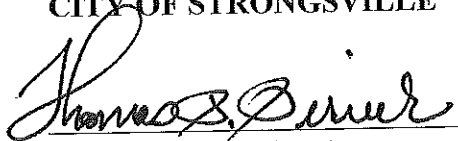
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ARTICLE 31 DURATION

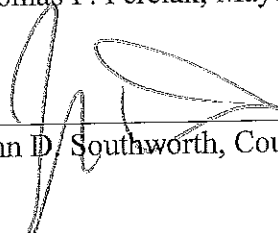
Section 31.1 This Agreement shall become effective upon ratification (November 7, 2016) and remain in full force and effect through December 31, 2018 and thereafter, from year to year unless at least sixty (60) calendar days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to bargain.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 8th day of November, 2016.

**FOR THE
CITY OF STRONGSVILLE**



Thomas P. Perciak, Mayor

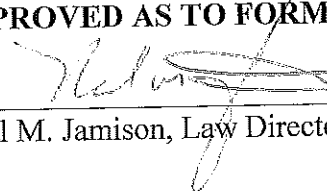


John D. Southworth, Council President

**FOR THE
FRATERNAL ORDER OF POLICE
PARMA LODGE #15**

Robert M. Phillips, Esq.

APPROVED AS TO FORM:



Neal M. Jamison, Law Director

Jon M. Dileno, Esq.,
Special Labor Counsel for The City

2182-15-06

Side Letter - Transfer of Sick Leave

The prohibition on the transfer of sick leave from prior public employment as set forth in § 14.2 shall not apply to those employees previously employed by Berea, North Royalton, Olmsted Falls and Brook Park who, upon being hired by the City, were permitted to transfer sick leave from their prior employer.

Side Letter - Article 18 – Vacation

Employees hired by the City prior to February 28, 2015 from the cities of Berea, North Royalton, Olmsted Falls and Brook Park shall move to the three-week vacation accrual step on their next anniversary date. Those employees shall then advance to the four-week accrual step upon completion of five (5) additional years of continuous employment and to the next accrual step upon completion of another five (5) years of continuous service and so on until they have reached the six-week accrual step.