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COLLECTIVE BARGAINING AGREEMENT

between

CITY OF OAKWOOD, MONTGOMERY COUNTY, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(LIEUTENANTS)

Effective from

November 4, 2011 through November 3, 2014

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Between

THE CITY OF OAKWOOD, MONTGOMERY COUNTY, OHIO

And

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

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AGREEMENT

THIS AGREEMENT, is made and entered into in the City of Oakwood, Montgomery County, Ohio, on the 4th day of November, 2011 by and between said City of Oakwood ("City") and the Ohio Patrolmen's Benevolent Association (OPBA) (hereafter referred to as "Union") in consideration of the following mutual promises and covenants.

Article 1. Cooperation

The City and the Union each agrees to use the best efforts to serve the citizens of the City and the public in general, by providing services, to achieve better understanding between the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union and the employees represented by the Union.

Article 2. Legal Reference

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Merit Service Rules and Regulations, upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials and officers to follow the terms contained herein, to the extent that they are applicable in the exercise of authority, conferred upon them by Law.

Article 3. Recognition

Section 3.1. Exclusive Bargaining Agent. The City recognizes the OPBA as the exclusive bargaining agent for the bargaining unit as described below, for the purpose of negotiating wages, hours and other terms and conditions of employment.

Section 3.2. Bargaining Unit. Those members of the bargaining unit shall consist of all sworn lieutenants except those members who would be excluded from the unit by law. Throughout the remainder of this Agreement, the full-time sworn Public Safety Lieutenants who make up the bargaining unit shall be called "employees" or "members".

Section 3.3. Probationary Period. The probationary period for all new employees in this bargaining unit (whether they are hired through lateral entry or by promotion) shall be one year. The demotion of a probationary employee promoted from a previously held

lower rank, and the termination of a probationary employee hired through lateral entry are non-grievable, non-arbitrable matters. The termination of a promoted probationary employee is grievable and arbitrable. However, should an employee fail to perform to the expectations of the City, in the case of a promotion and within one year from the date of the promotion, said employee shall be returned to the previously held position assuming the failure to perform does not also reflect upon the employee's ability to hold the lower rank. Also in the case of a promotion, the employee will be permitted to voluntarily transfer back to his former position any time during the probationary period.

Section 3.4. Dues Deduction and Fair Share Fees. The City agrees to deduct from the wages of all bargaining unit employees, all OPBA membership dues uniformly required. Employees authorizing dues deductions shall submit an individual written authorization card bearing their signature. The OPBA will notify the City from time to time of the dues it charges.

Bargaining unit employees shall either become dues paying members of the OPBA or remit to the OPBA monthly, through payroll deduction, a fair share fee in an amount not to exceed the monthly dues of a paying member in accordance with the provisions of O.R.C. 4117.09 (c). This amount shall be deducted from the wages of all such non-members of the OPBA and shall commence 60 days after initial employment in this bargaining unit.

The OPBA agrees to indemnify and to save the City harmless from any action commenced by an employee arising as a result of the deduction made under the Article.

All dues and fair share fees shall be collected by the City once each month and sent to the OPBA.

Article 4. Non-Discrimination

Section 4.1. The parties hereto agree that neither shall discriminate against any employee because of his or her membership or non-membership in the Union or his/her participation in activities prescribed in this Agreement.

Section 4.2. There shall be no unlawful discrimination against or by any officer because of race, creed, color, religion, national origin, sex, or disability.

Article 5. Management Rights

Section 5.1. Rights Reserved to City. Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains solely and exclusively all its statutory and common law rights to manage the operation of the Safety Department of the City, as such rights existed prior to the execution of this or any other previous Agreement with the Union. The sole and exclusive rights of the City, which are not abridged by this Agreement, shall include but are not limited to, its right to determine the existence or non-existence of facts which are the basis of the Safety Department and/or City decisions, to establish or continue policies, practices or procedures for the conduct of the Safety Department and its services to the citizens of the City, and from time to time, to change or abolish such practices or procedures; the right to determine and from time to time re-determine, the number, locations and relocations and types of its officers and employees or to discontinue any performance by officers or employees of the City; to determine the number of hours per day or week any operation of the Safety Department may be carried on; to select and determine the number and types of officers required; to assign such work in accordance with the requirements determined by the City; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments, to transfer, promote or demote officers or employees, or to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work, or other legitimate reasons, to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the Safety Department of the City.

Section 5.2. No Strike or Other Interference. Neither the Union nor any employee shall take part in, cause, or aid any strike, slowdown, picketing, or any other interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section. An employee discharged or disciplined under the above may have his guilt or innocence reviewed by filing a grievance and pursuing the appropriate subsequent steps under this Agreement.

Section 5.3. Union to Denounce Strike or Other Interference. If there is an unauthorized strike, work stoppage, interruption impeding of work, the Union, together with its officers and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval; order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. If these steps are followed, there shall be no liability on the part of the Union or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.

Article 6. Wages

Section 6.1 A. Basic rates of pay for employees in the bargaining unit shall be as follows:

| | <u>Annual Aggregate Compensation</u> | <u>Average Uniform Biweekly</u> | <u>Premium Base</u> |
|--------------------|--------------------------------------|---------------------------------|---------------------|
| Step A (0-12 mos) | \$92,747.20 | \$3,567.20 | \$44.59 |
| Step B (13-24 mos) | \$93,995.20 | \$3,615.20 | \$45.19 |
| Step C (25+ mos) | \$96,096.00 | \$3,696.00 | \$46.20 |

The rate of pay listed above shall be effective from December 7, 2011 through December 6, 2012.

| | <u>Annual Aggregate Compensation</u> | <u>Average Uniform Biweekly</u> | <u>Premium Base</u> |
|-------------------|--------------------------------------|---------------------------------|---------------------|
| Step A (0-12 mos) | \$94,140.80 | \$3,620.80 | \$45.26 |
| Step B (13+ mos) | \$95,409.60 | \$3,669.60 | \$45.87 |
| Step C (25+ mos) | \$97,531.20 | \$3,751.20 | \$46.89 |

The rate of pay listed above shall be effective from December 7, 2012 through October 31, 2014.

Section 6.1 B: Promoted employees will start at Step A and progress, assuming satisfactory job performance, to the top step at the time intervals indicated in each step. Any denial of a step increase is subject to the grievance procedure.

Section 6.2. In consideration of the fact that a 15 day work period has been established for those employees working a 24/48 schedule in accordance with the FLSA schedule for fire fighters; and, recognizing that employees are compensated on a biweekly basis, the parties agree that an employee will receive a uniform biweekly pay unless this practice is determined to be in violation of DOL standards. If such a determination is made, the parties will negotiate a practice consistent with DOL regulations. Paychecks may vary depending on the number of overtime hours an employee may have worked during a particular pay period. Those employees not on the 24/48 schedule will have a 14 day work period according to the FLSA schedule for police officers. Those employees on a 14 day schedule who work their scheduled number of hours will receive the uniform biweekly rate as indicated. All overtime hours will be paid at 1.5 times the premium base as listed.

The parties recognize that employees may be assigned to a schedule other than a 24/48 or 40 hour schedule. In those cases, any employee employed for a fully scheduled work year shall receive the annual aggregate compensation indicated, exclusive of overtime to which an employee may be entitled. A fully scheduled work year shall include all periods of sick leave, injury leave, funeral leave, vacation, EDO's and personal leave; and shall not include disciplinary suspensions or leaves of absence without pay.

Section 6.3. Step A represents the salary rate for probationary employees promoted to the lieutenant position or hired through lateral entry. Minimum service requirement in Step A is twelve months for eligibility to qualify for advancement to Step B. Step B represents the salary for non-probationary employees.

Section 6.4. Pension Pick-up. The City will, on behalf of the employees covered under this Agreement, enter into a salary reduction "pick-up" plan whereby the City "picks-up" the employee's contribution to the Police and Firemen's Disability and Pension Fund, treating it as an additional employer contribution for federal tax purposes. At the

same time, the City will reduce the employees cash compensation by an equivalent

amount. If changes in Federal or State income tax laws or regulations cause the City to incur additional costs as a result of this provision, this section of the contract shall be immediately re-negotiated.

Section 6.5. Acting Captain. An employee who is appointed (by the Public Safety Director and approved by the City Manager or his designate) as Acting Captain as opposed to Incident Commander for a period of at least two (2) consecutive weeks or more, shall receive a stipend of 5% of their uniform biweekly rate for each such week worked beginning with the first week.

Section 6.6. Shift Differential. Employees in this bargaining unit assigned to a first relief schedule shall receive an additional \$.80 per hour.

Section 6.7. Paramedic Pay. In addition to the annual aggregate compensation listed under Section 6.1, employees in this bargaining unit who hold and maintain paramedic certification shall receive a lump sum payment of \$1,050.00 each calendar year. Such payment shall be made on or before the first non-pay Friday following Thanksgiving. Employees who receive their paramedic certification during the course of a contract year shall receive a pro-rated lump sum payment.

ARTICLE 7. TUITION REIMBURSEMENT

The purpose of this article is to provide an incentive for bargaining unit members to continue their education and training in job related programs which will improve their skills and abilities in performing their job responsibilities.

Bargaining unit members will be provided tuition reimbursement up to a maximum of \$1,200 each contract year for job related courses taken at an accredited college or university. The city shall determine whether a course, or major leading to a degree is job related. Any employee desiring to receive such reimbursement must receive approval from the Safety Director and City Manager prior to enrolling in a course. If the city determines a major is job related, then any class taken in fulfilling requirements for that major will be eligible for reimbursement.

To be eligible for reimbursement, an employee must receive a grade of B- or better or a passing grade on a pass/fail system. Reimbursement will be made within 30 days following submission of the following information:

- 1) Official transcripts or grade report;
- 2) Copies of paid tuition, fees and textbook receipts.

An employee covered hereunder who terminates employment with the city within two years after completion of a course or courses paid for under the tuition reimbursement program shall refund to the city a pro-rated share of money received. The amount to be refunded may be withheld from any termination pay due the employee.

Article 8. Holidays

Section 8.1. Names of Holidays. The following eleven (11) holidays are recognized as holidays under this Agreement: New Year's Day, Martin Luther King Day, President's Day, Police Memorial Day (May 15), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, and the employee's birthday.

Section 8.2. Compensation for Holidays. Members of the OPBA shall receive compensation in an amount equal to eight (8) hours times the premium base listed under Section 6.1 for each of the holidays named in Section 7.1 in addition to any compensation earned for services performed on such days provided that members of the OPBA who work on New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and/or Christmas shall receive compensation in an amount equal to sixteen (16) hours times the premium base listed under Section 6.1 A for each of the six holidays noted in addition to any compensation earned for services performed on such days. Any employee working an 8-hour schedule and who works on New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and/or Christmas shall receive compensation on an amount equal to sixteen (16) hours times the premium base listed under Section 6.1A for each of the six holidays noted in addition to any compensation earned for services performed on such days.

Section 8.3. Compensation for the above named holidays shall be in one aggregate

payment to all employees during, but separate and distinct from, the first pay period in the month of December of each year. This aggregate payment will include payment for holidays which occurred during the twelve (12) month period immediately preceding each December. Employees who are not employed for the entire twelve (12) month period shall receive compensation for those above named holidays which occurred while employed by the Safety Department.

Should the Auditor of the State of Ohio rule that the aggregate payment method is improper, the method of compensation shall be altered to allow compensation during each pay period in which the holiday occurs.

Section 8.4. Employees to Work Holidays. It is recognized that the nature of work to be performed by the Safety Department is such that it must be performed on such holidays, and employees shall perform their normal duties on those days to the extent scheduled to do so.

Article 9. Vacation

Vacation leave shall be accrued from the anniversary date of hire and used on the following basis:

Section 9.1. One But Less Than Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of one full year's service, but less than five full work years, shall accrue six (6) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of one full year's service, but less than five full work years, shall accrue twelve (12) eight hour working days of paid vacation annually.

Section 9.2. Five But Less Than Ten Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of five full year's service, but less than ten full work years, shall accrue seven (7) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of five full year's service, but less

than ten full work years, shall accrue fourteen (14) eight hour working days of paid vacation annually.

Section 9.3. Ten But Less Than Fifteen Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of ten full year's service, but less than fifteen full work years, shall accrue nine (9) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of ten full year's service, but less than fifteen full work years, shall accrue nineteen (19) eight hour working days of paid vacation annually.

Section 9.4. Fifteen But Less Than Twenty Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of fifteen full year's service, but less than twenty full work years, shall accrue ten (10) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of fifteen full year's service, but less than twenty full work years, shall accrue twenty-one (21) eight hour working days of paid vacation annually.

Section 9.5. Twenty But Less Than Twenty-Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of twenty full year's service, but less than twenty-five full work years, shall accrue twelve (12) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of twenty full year's service, but less than twenty-five full work years, shall accrue twenty-three (23) eight hour working days of paid vacation annually.

Section 9.6. Twenty-Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of twenty-five full year's service, shall accrue thirteen twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of twenty-five full year's service, but less than twenty-five full work years, shall accrue twenty-five (25) eight hour working days of paid vacation annually.

Section 9.7. Pro-Rated. Employees who leave the employ of the Safety Department before their anniversary date, after completing twelve (12) full months of service, shall receive compensation for that pro-rated portion of vacation.

Section 9.8. Accumulation of Vacation Days. An employee on a 24/48 schedule may accumulate not more than two (2) twenty-four hour vacation days to be used within twelve (12) months from the employees' anniversary date of hire. Employees working a 24/48 schedule who have completed five full work years shall be entitled to accumulate five (5) twenty-four hour vacation days. Employees working an 8 hour schedule may accumulate not more than five (5) eight hour vacation days to be used within twelve (12) months from the employees' anniversary date of hire. Employees working an 8 hour schedule who have completed five full work years shall be entitled to accumulate nine (9) such vacation days. Any such vacation days so accumulated are to be used within twelve (12) months from the employees' anniversary date of hire pursuant to his schedule being approved by the Public Safety Director.

Section 9.9. Scheduling of Vacation. The City agrees to confer with the Labor Management Committee each year prior to determining annual vacation rules. The City shall retain the right to schedule such vacations, giving consideration to both the desire of the employee and needs of the City. Further, the City agrees that once it (the City) has determined the scheduling method by which upcoming vacation may be taken, it will use good faith efforts to maintain such rules for that calendar year and will not modify such annual rules without first communicating with the Labor Management Committee.

Section 9.10. Ordering In. The City shall use reasonable efforts to avoid ordering an employee to work on his days off immediately before or after a vacation.

Article 10. Extra Days Off

Section 10.1. During each calendar year of this Agreement, employees working a 24/48 schedule shall be entitled to twelve (12) extra days off (EDO's), each such EDO to represent one full twenty-four hour on duty day.

Allowable EDO's shall be pro-rated over each calendar year. Employees assigned a daily duty schedule shall not be entitled to an EDO.

Section 10.2. Scheduling of EDO's. The City agrees to confer with the Labor Management Committee each year prior to determining annual EDO rules. The City shall retain the right to schedule such EDO's giving consideration to both the desire of the employee and the needs of the City. EDO's shall be scheduled at least one calendar week in advance by mutual consent of the City and the employee. The City shall make every reasonable effort to schedule EDO's within each year of the contract, however, EDO's are not cumulative and are lost if not taken each year unless specifically authorized to the contrary by the City Manager.

The City agrees that once it (the City) has determined the scheduling method by which upcoming EDO's may be taken, it will use good faith efforts to maintain such rules for the calendar year and will not modify such annual rules without first communicating with the Labor Management Committee.

Section 10.3. Ordering In. The City shall use reasonable efforts to avoid ordering an employee to work on his days off immediately before or after an EDO.

Section 10.4. Personal Leave Days. During each calendar year of this Agreement, those employees who are assigned to daily duty assignments (as opposed to the twenty-four hour on duty, forty-eight hour off duty type of duty shift) shall be entitled to five (5) personal leave days. The scheduling of any such personal leave days shall be in accordance with the rules established and as approved by the Public Safety Director.

Allowable personal leave days shall be pro-rated over each calendar year.

Article 11. Sick Leave

Section 11.1. Rate of Accumulation. For purposes of this article, a day shall mean one (1) eight (8) hour day. Sick leave with pay is accrued by employees at the rate of one and one-fourth days per month of satisfactory employment, credited as accrued and limited to a maximum in any one year to fifteen (15) days.

Section 11.2. Maximum Accumulation. Employees may accumulate sick leave under Merit Service Rules up to a maximum of one hundred fifty (150) days.

Section 11.3. Conversion Into Vacation Days. Employees who have, as of their anniversary date of employment, accumulated sick leave in excess of ninety days shall during such year be entitled to a conversion of one additional day of vacation for each three days of sick leave so accumulated in excess of ninety days. No employee shall receive in excess of five additional vacation days during any year by reason hereof and said additional days vacation may not be accumulated from year to year, but must be used during the year when employees are first entitled thereto, except that accumulated sick leave less than three in number may be carried forward to the succeeding year and used in computing vacation during this succeeding year.

Employees who have, as of their anniversary date of employment, accumulated sick leave of one hundred thirty-five (135) days shall, during such year be entitled to a conversion of two additional days of vacation for each three days of sick leave so accumulated in excess of one hundred thirty-five (135) days. No employee shall receive in excess of six additional vacation days during any one year by reason hereof and said additional vacation may not be accumulated from year to year but must be used during the year when employees are first entitled thereto.

Section 11.4. Use of Sick Leave; Doctor's Certificate. Sick leave may be used for the employee's absences due to illness, injury, or exposure to a contagious or communicable disease of said employee or member of his family residing in the same household. For family illness, after two (2) working days, additional days of leave may be granted when specifically approved in advance and in writing by the City Manager and in accordance with applicable personnel rules and regulations.

A doctor's certificate to substantiate an employee's absence for three (3) consecutive days or more may be required by the City, except in cases when an employee is using sick leave (maximum of two (2) work days) to provide care for a member of his family residing in the same household, and further, a doctor's certificate to substantiate an employee's absence may also be required for a period of one day in the following cases:

- a. For probationary employees;
- b. It is believed that an employee is malingering, based in part on repeated one or two day absences;
- c. Multiple absences on a single day; and
- d. In cases where employees utilize sick leave for their own illness immediately following the use of two (2) work days to provide care to a member of his family living in the same household.

The City shall have the right to investigate any sick leave before or after it is paid.

Section 11.5. Payment for Accumulated Sick Leave on Retirement or Death. Any employee who dies or who retires under the provisions of the Police and Fire Relief and Pension Act, or any other subsequent plan of the State of Ohio will be compensated for accumulated sick leave in the following manner:

- a. If at the date of death or retirement the employee had accumulated unused sick leave of sixty (60) through one hundred nineteen (119) days, the employee, or his estate upon written application of the executor or administrator, will be compensated for such unused accumulated sick leave upon the basis of one (1) day's pay for every three (3) days of sick leave accumulated.
- b. If at the date of death or retirement the employee had accumulated unused sick leave of one hundred twenty (120) days or more, the employee, or his estate upon written application of the executor or administrator, will be compensated for such unused accumulated sick leave days upon the basis of one (1) day's pay for every two (2) days of sick leave accumulated.

Section 11.6. Maternity Leave. Any pregnant public safety lieutenant shall be entitled to maternity leave benefits consistent with the following provisions:

- a. She notifies the Public Safety Director once she is made aware of her pregnancy and her approximate delivery date and gives the Director a letter indicating her desire to return to work following her period of disability.
- b. She performs her full-time duties as long as she is able as determined by her physician. Maternity leave shall be without pay, unless the employee chooses to use accrued vacation, EDO's or sick leave. The employee shall be presumed capable of returning to work after six (6) weeks following the delivery, unless her physician provides written verification that the employee is disabled and unable to return to work.

Once released by her physician to return to her normal duties, the employee shall be returned to her normal duties provided she has properly notified the Safety Director of her intent to return to work. If the City has legitimate doubts that the employee is able to return to her duties, the City may require the employee to undergo an examination by a physician chosen by the City who is an expert in the field of obstetrics and gynecology. In the event that the City's report deems the

employee disabled, the employee shall continue on disability leave as any other employee until the specialist approves of her return to work.

Section 11.7. Payment for Non-Usage of Sick Leave Benefits. An employee who has a balance of at least 120 sick leave days as of December 7th of each contract year may convert to cash, 37.5% of his unused annual sick leave accrual from the previous contract year. The conversion calculation is based on a maximum annual accrual rate of 15 sick leave days per year, and no employee may convert more than 45 hours of sick leave annually. For each hour of sick leave converted to cash, the employee shall receive one hour of his premium base pay in effect as of December 7th of the preceding year. Sick leave converted under this section will be deducted from the employee's accrued sick leave total on a one for one basis. Payment under this section shall be made on or before December 21st.

Conversion of unused sick leave days under this section shall not impact an employee's ability to convert sick leave days to vacation, consistent with the terms outlined under Section 10.3.

Section 11.8. Discipline for Excessive Absenteeism. Employees shall be subject to the following discipline if they have accrued during any calendar year:

| <u>Incidents</u> | <u>Discipline</u> |
|------------------|---|
| 4 | Oral Counseling |
| 5 | Verbal Reprimand |
| 6 | Written Reprimand |
| 7 | Employee may be subject to further discipline |

"Incidents" is defined as any single day or block of successive days absent during scheduled work days without returning to work. Any employee who comes to work and becomes ill and leaves prior to working on-half day will be charged with an incident. If an employee leaves after working more than one-half of their scheduled work day, the employee will be charged a one-half day incident. For purposes of this section, absences due to work related injuries, as determined by the BWC, shall not be counted as incidents.

Exceptions to the discipline described herein may be made, at the city's discretion, for

extended illnesses or other special circumstances involving the employee or his immediate family, but only upon approval of the safety director. In making a determination, the city reserves the right to require submission of supporting documentation from an attending physician or other professionals.

Article 12. Funeral Leave

Section 12.1. Immediate Family. The employee shall be granted paid leave of five (5) consecutive calendar days of paid leave (to consist of the normal regular compensation for the time the employee was normally scheduled to work during that period) in event of a death in his immediate family to attend the funeral. The immediate family is defined as spouse, child, step-child, parent, brother or sister. An employee shall be granted three (3) consecutive calendar days of paid leave in the event of a death of a parent-in-law, brother-in-law, sister-in-law, grandparents and grandparents-in-law, half brother or foster brother and half sister or foster sister, and grandchild.

Section 12.2. Other Relatives. The employee shall be granted one calendar day of paid leave (to consist of the normal regular compensation for the time the employee was normally scheduled to work during that period) in the event of a death of other close relatives to attend the formal funeral service.

Article 13. Injury Leave

Section 13.1. Employees shall have one hundred twenty (120) days of injury leave with pay to be used for the first one hundred twenty (120) days of absence caused by each injury and occupational disease which, as determined under the Worker's Compensation system of Ohio, was a compensable work-related injury or occupational disease.

Section 13.2. Such injury leave shall not be charged against accumulated sick leave.

Section 13.3. To avoid double recovery, amounts of money received by an employee through the Worker's Compensation System or such an injury shall be credited against compensation the employee would receive through use of injury leave days, with the City paying only the difference.

Section 13.4. After the expiration of the one hundred twenty (120) days of injury

leave, an employee's absences due to injury may be charged against accumulated sick leave in accordance with the standard sick leave provisions of this Agreement.

Article 14. Life Insurance

Each employee shall be provided with term life insurance in the face amount of \$90,000, to be effective six months from the employee's date of promotion, and to be paid by the city. Said term life insurance may be covered by the city under one or more group policies, and shall provide double indemnity for accidental death on duty.

Article 15. Hospital And Medical Insurance

Section 15.1. Each employee shall be provided with group hospital, medical care, and vision insurance to be paid for by the City, at the benefit coverage levels equal to those provided to the City's management and office employees. However, during the term of this agreement, should the City's management and office personnel be required to contribute towards the monthly health insurance premium, contributions by the employees covered herein will be at the same monthly premium level as the City's management and office personnel.

The parties acknowledge the City's right to change insurance carriers during the term of this Agreement.

Section 15.2. Employees shall have the opportunity to enroll in an optional dental program. The City shall pay 80% of the monthly premium for the dental program with the employee paying the remaining 20%.

Section 15.3. All of the coverage set forth above apply to and includes the family of each employee as defined by such hospital and medical insurance plan.

Section 15.4. The City will make available for each employee copies of such explanatory brochures and pamphlets as the City can obtain.

Article 16. Additional Insurance

Each employee shall be provided with professional liability coverage.

Article 17. Grievance Procedure

Section 17.1. There shall be an earnest, honest effort to settle differences and disputes promptly. If differences arise between any employee and the City concerning interpretation or application of the rights, obligations or liabilities of the parties, or, if there are allegations that the City has violated any term of this Agreement, such differences or allegations shall be handled in accord with this policy. To the extent a grievable matter is or can be made the subject of a related SERB unfair labor practice charge, the parties agree that deferral to arbitration will in all cases be the preferred remedy in that the resolution of the matter through arbitration will serve as the sole exclusive remedy.

Step 1. The aggrieved employee shall reduce the grievance to writing on forms supplied by the Union for this purpose and present it to the Operations Captain or in his absence, to the Safety Department Director. Four copies of the grievance form shall be prepared, dated and signed by the aggrieved employee and distribution shall be as follows: one copy to the Captain; one copy to the Safety Department Director; one copy to the Personnel Officer; and one copy to the City Manager. The time limits for filing a grievance or class grievance shall be seven days from the time the employee or Union could reasonably have learned of the grievance. The Captain will reply in writing by the end of the third calendar day after it was presented to him. If the grievant does not refer the grievance to the second step of the procedure within seven calendar days after receipt of the decision rendered in the first step, it shall be considered to be satisfactorily resolved. If the City fails to reply within the specified time limit, the grievance shall be referred to the next step.

Step 2. If the grievance is unresolved at the preceding step and is referred to the second step, it shall be referred in writing to the Safety Department Director or his designated representative by the grievant. After the receipt of the grievance, the Safety Department Director or his designated representative will reply to the grievant in writing by

the end of the third calendar day, excluding Saturdays, Sundays and legal holidays. If the grievant does not refer the grievance to the third step of the procedure within seven calendar days after receipt of the decision rendered in the second step, it shall be considered to be satisfactorily resolved. If the City fails to reply within the above time limit, the grievance shall be referred to the next step.

Step 3. If the grievance is unresolved at the preceding step and is referred to the third step, it shall be referred in writing to the City Manager by the grievant. After receipt of the grievance, the City Manager will reply to the grievant, in writing, by the end of the third calendar day, excluding Saturdays, Sundays and legal holidays. If the Union does not refer this grievance at the fourth step of the procedure within ten calendar days after receipt of the City Manager's reply, it shall be considered to be satisfactorily resolved. If the City fails to reply within the above time limit, the grievance shall be considered to be resolved in favor of the grievant, but without setting precedent for any grievance.

Step 4. If the grievance is unresolved at the preceding step and is referred to the fourth step, the following procedure will take place:

- a. Within ten days after the Union has apprised the City Manager in writing of this referral to the fourth step, the City and the Union shall have mutually agreed upon an arbitrator or shall have requested the Federal Mediation and Conciliation Service to initiate procedures for the appointment of an arbitrator. Expenses for the arbitration procedure shall be paid equally by the City and the Union.
- b. The arbitration under Step 4 shall be of a final and binding nature and shall be conducted under the rules followed by the Federal Mediation and Conciliation Service, with the provision that the decision shall not modify or amend this Agreement, shall constitute a final and binding opinion to the City Manager and shall be final and binding upon the parties. Expenses of the arbitration procedure shall be paid equally by the City and the Union.

Section 17.2. Time limits imposed in Article 16 may be extended at any time by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Union or grievant.

Section 17.3. In recognition of the fact that non-monetary grievances will not be processed by OPBA, the arbitrator is granted authority to consider, on a basis of fairness

and equity, prior progressive discipline upon which the City relies in a monetary-based arbitration on a disciplinary matter.

Section 17.4. Under certain circumstances, the City may not identify or call a witness (See Article 20, Section 2). As protection for persons disciplined when no witnesses are named, the arbitrator will not be permitted to consider hearing evidence about the testimony of the unnamed witnesses.

Article 18. Mid-Term Bargaining

Section 18.1. All mid-term bargaining shall be in accordance with this Article.

The City and the OPBA recognize that the express terms of this Agreement which naturally affect wages, hours or other terms and conditions of employment of bargaining unit employees are contemplated to remain as is for the duration of the Agreement. However, express terms of the Agreement may be modified as a result of exigent circumstances or a change mandated by a state, federal or local directive or regulation within seven (7) calendar days notice to the Union.

If the City concludes that a change is necessary with regard to wages, hours, or other terms and conditions of employment, not captured in the Agreement, the City shall give the Union written notice of the proposed change. Upon receipt of the City's notice, the Union has ten (10) calendar days to request bargaining of the proposed change. If the Union does not make a timely request for bargaining, the right to bargain is waived. Upon the Union's request, and during a bargaining period of up to twenty-one (21) days, City and Union representatives will bargain in good faith over the proposed change. If there is no mutual understanding or agreement between the parties after bargaining, the parties will submit the matter to mediation. In the event the parties cannot mutually agree on a mediator, the parties jointly will request a list of seven arbitrators to serve as a mediator from the Federal Mediation and Conciliation Service ("FMCS"). The parties will select that mediator by the alternate strike method, and either party may request a second list. The losing party to a coin toss shall strike first. The parties shall split the cost of the mediator and FMCS equally. The mediation period shall not exceed one (1) week. After one (1) week, if there is no mutual understanding or agreement between the parties the matter will be submitted to binding arbitration in accordance with Article 16. The arbitrator shall decide whether the City's intended change is reasonable. Nothing herein shall be construed to limit the ability of the City to discipline employees consistent with appropriate provisions of the contract.

Section 18.2 This Article constitutes the parties entire duty to bargain during the term of this Agreement. The grievance procedure outlined above in Article 16 shall be the exclusive remedy for any challenge to the parties compliance with their duty to bargain during the term of this Agreement.

Article 19. Overtime Compensation

Section 19.1. Employees in this class are entitled to overtime compensation as authorized by the Public Safety Director. Overtime compensation shall be at the rate of time and one-half the rate of pay set forth in Section 6.1 for work performed outside of the regularly scheduled work day. Compensation paid for overtime work shall be calculated and paid on the basis of the nearest quarter of an hour worked.

All additional work performed outside of an employee's normal duty day must be authorized in advance by the Safety Director or his designated representative.

Section 19.2. Overtime compensation shall not be paid for roll call duty, the completion of routine paperwork at the end of a shift or duty day, or the completion of work which should have reasonably been completed during the regular duty day.

Section 19.3. An employee who performs additional work outside of the regularly scheduled work day shall be paid on the basis of a minimum of three (3) hours work for each instance of recall, with the exception that this three (3) hour minimum shall not apply to an employee performing additional duty within two hours of when he would otherwise report for duty under normal circumstances. This three (3) hour minimum shall not apply to court appearances which are explained in Section 20.2.

Section 19.4 For the purpose of calculating overtime, employees on a 24/48 schedule may work up to 120 hours during any 15 day work period. Overtime compensation shall be paid for all hours in excess of 120 at the time and a half rate. Those employees on a 40 hour per week schedule shall be entitled to overtime compensation for all hours worked in excess of 40 hours.

Section 19.5. When an employee is required to report for additional duty within the first hour following the end of his previous duty shift, the report to duty time shall be deemed to commence at the end of said previous shift.

Article 20. Other Court Appearances

Section 20.1. The prosecutor of the City of Oakwood shall utilize every effort to effect a practice that will alleviate the long waiting of employees in civil court cases.

Section 20.2. Whenever it is necessary for an employee to appear in any civil or criminal court on matters pertaining to official City business, the employee shall be entitled to overtime compensation on the basis of a minimum of three (3) hours for each day's appearance in Oakwood Municipal Court, and on the basis of a minimum of four (4) hours work for each day's appearance in any other court. If the time required for court appearances exceed the minimums set forth above, the employee shall be paid for actual time spent at the standard overtime rate.

Section 20.3. Jury Duty. The following procedure shall be followed when a member of the bargaining unit is required to appear for jury duty. The employee will make every reasonable attempt to be excused from such duty. The employee shall immediately inform his supervisor within the department and the City shall retain the right to make reasonable efforts to have the employee excused from such duty.

If the employee is not excused and must appear for jury duty on his regularly scheduled work day, said employee shall return to work immediately after having been dismissed from jury duty and shall be paid for that duty day less amount received for jury service. The City shall pay employees during jury service (provided it is scheduled on their regular duty day).

Article 21. Limitations On Discipline

Section 21.1. No report submitted by an employee which shows or tends to show that the employee has committed a crime may be used in any criminal proceeding against the employee (at Grand Jury, trial or any other stage) to the extent that Federal or State law would prohibit such usage. The report may be used by the City in taking actions, and in defending such action, with respect to discharge or discipline of the employee. This section shall not prohibit the criminal prosecution of the employee based upon evidence which is admissible in court under State and/or Federal law.

Section 21.2. Investigation. Employees may be compelled by the City to answer questions concerning alleged misconduct related to work performance including a failure

to comply with department rules, regulations or procedures. Statements resulting from such questioning, or a refusal to answer, can be used in a disciplinary proceeding.

Employees compelled by the City to answer questions concerning alleged misconduct shall be entitled to be informed by the City that the questioning is part of an official

investigation, that refusal to testify or answer questions could result in dismissal, that statements made may be used in subsequent department charges.

Employees compelled to answer questions or testify shall not have such statement used against them in any subsequent criminal proceeding. Both the City and the employee shall have the right to tape record questions posed to them in any such investigation that is likely to result in formal discipline.

Disciplinary Hearing. Prior to taking formal disciplinary action, employees shall be given an opportunity to respond to allegations at a disciplinary hearing. In such cases, employees charged with misconduct or failure to comply with departmental rules, regulations or procedures shall be entitled to the following:

1. A written notice of such hearing naming charges upon which discipline may be based and identifying witnesses as may be called to testify at such a hearing.
2. The right to be represented by the union.
3. The right to defend against allegations including the right to cross-examine witnesses that are called to testify.

Section 21.3. In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:

- a. If an employee works six consecutive months after receiving a verbal reprimand without additional discipline noted for similar infractions in his or her personnel file, such verbal reprimand will be removed from the file.
- b. If an employee works twelve consecutive months after receiving a written reprimand without additional discipline noted for similar infractions in his or her personnel file, such written reprimand will be removed from the file.

- c. If an employee works two consecutive years after receiving a suspension of six days or less without additional discipline being noted for similar infractions in his or her personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.
- d. If an employee works three consecutive years after receiving a suspension of more than six days without additional discipline being noted for similar infractions in his or her personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

Article 22. Scheduling

The parties acknowledge the city's right to establish and change work schedules and assignments which it determines are necessary for the efficient operation of the Safety Department. When assigning employees to either a 24/48 or daily duty schedule, however, the city will take into consideration an employee's seniority (Time-In-Grade), as well as any specialized skills, training or other factors the city deems relevant in establishing the work assignment.

The training lieutenant shall work a daily schedule from 7:30 am to 4:00 pm with a 30-minute unpaid lunch. This does not limit the ability of the city to temporarily modify the schedule if training classes or other job-related circumstances warrant.

Except under exigent circumstances, the city shall provide an employee at least thirty (30) days written notice when a schedule change, not including a permanent crew transfer, is implemented. An employee's schedule may not be changed for disciplinary, arbitrary or capricious reasons.

Article 23. Labor Management Committee

In the interest of sound relations between the Safety Department and the employees therein, a Joint Committee of no more than four members, half of whom shall be from the City and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern. It is not the intent or authority of this committee to alter, change, or modify this contractual Agreement. The Personnel Officer of the City shall attend such meetings as an ex-officio member and act as Committee Secretary. Meetings may be requested not more than once every thirty (30) days, except upon mutual agreement of both parties. It is understood that the purpose of such meetings could lead to a mutual recommendation of the parties and thus increase and

expand the understanding and cooperation of the parties hereto. To the extent minutes are maintained of any such meeting, they shall be mutually agreed upon before posting or publication.

Article 24. Listing Of Union Representatives

The Union shall submit in writing to the City a list of the bargaining unit members authorized to act as a Union Representative under this Agreement. The Union shall be entitled to name a primary and an alternate such Union Representative. Such written list shall be signed by the primary representative of the Union, shall be delivered to the City by giving it to the City Manager or the Personnel Officer, and shall be dated as of the date it is so received by the City. Any such written list shall be effective from the time it is received by the City until it is replaced by a subsequent list delivered to the City in the same manner. The City shall not be required to recognize as a Union Representative any employee not so named in the written list then in effect. The Union shall be entitled to change any one or more of its Union Representatives by delivery of such a subsequent list to the City.

Upon seven (7) days notice, the president and/or his designee shall be released from duty without loss of pay for up to five (5) scheduled work days per year for official union business including conferences, conventions and educational meetings.

Article 25. Separability

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequent statute or ordinance or by a decision of any authorized Governmental Agency or Court, such invalidation shall not affect the remaining portions of this Agreement.

Article 26. Lay-Off

In the event of a reduction in force, the City will permit members of this bargaining unit to displace public safety officers in reverse order of seniority (determined according to the date of hire) providing merit between the employees involved is relatively equal.

Article 27. Effect Of Laws

Section 27.1. This Agreement is subject to all existing Federal and State laws, Merit Service Rules and Regulations, Municipal Charter provisions, City Council ordinances

and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws or any judicial decision interpreting them. In the event that any provision or portion of a provision of this Agreement is contrary to the above, that portion of the provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. If any portion of this Agreement is declared to be contrary to any Federal or State law, the parties hereto shall meet upon request of either party to negotiate the effects of said provisional change.

Section 27.2. The City shall adopt no ordinances (or resolutions) that would change, alter, or modify the terms and conditions of this Agreement.

Article 28. Waiver

Section 28.1. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Section 28.2. During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject and agrees that it shall take no action to compel the other party to negotiate on any subject, except to the extent this Agreement (Article 25, Effects of Law) specifically provides otherwise.

Article 29. Drug/Alcohol Free Workplace Policy

The City and the OPBA agree to implement a drug/alcohol-free policy for bargaining unit members. This policy is provided in its entirety as an addendum to the Contract. (Addendum A)

Article 30. Duration

This Agreement shall be in full force and effect from November 4, 2011 through November 3, 2014 with the exception of Section 6.1A which shall be effective on December 7, 2011. This Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of a desire to re-negotiate is given by either party to the other at least sixty (60) days but not more than ninety (90) days prior to October 31, 2014 or any subsequent anniversary date. Upon the delivery of such a notice, the parties shall meet and negotiate with respect to a new contract, sufficiently in advance of the expiration date so as to enable the reaching of an agreement prior to expiration.

IN WITNESS WHEREOF, the parties have signed this Agreement this 4th day
November, 2011.

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

By Joseph M. Hegedus
Joseph M. Hegedus, Esq.
Staff Representative OPBA

By J. M. Yount
Lt. Jeffrey M. Yount
President

By Lt. Cleary
Lt. Charles A. Balaj
Vice President

CITY OF OAKWOOD

By [Signature]
Norbert S. Klopsch
Oakwood City Manager
Resolution No. 1747

By [Signature]
Alexander P. Bebris
Public Safety Director

By [Signature]
Randall D. Baldrige
Major

By [Signature]
Jay A. Weiskircher
Deputy City Manager

ADDENDUM A

CITY OF OAKWOOD DRUG/ALCOHOL-FREE WORKPLACE POLICY

Drug Testing Policy:

Section 1: The city, and each employee covered by this Agreement, will cooperate fully to address any actual or threatened drug problem. The city is committed to reducing the problems created by drugs and alcohol in the workplace. For that reason, substance abuse of any kind will not be tolerated. Such abuse can result in:

- harm to the employees' health
- serious safety hazards for other employees
- reduced productivity
- costly mistakes

The city recognizes that rehabilitation programs offer a possible alternative to terminating an employee because of a positive test. In lieu of termination, employees covered under this policy may be referred to an Employee Assistance Program, if the city so chooses.

Employees covered under this policy will receive 4 hours of drug and alcohol abuse training in the first year of the program, and 2 additional hours of training in subsequent years. Any bargaining unit member must receive at least 2 hours of the 4 hours required within 6 weeks of becoming a supervisor.

The city's Personnel Director will act as Program Administrator and coordinate all aspects of the program, including drug testing, employee education, city training and employee assistance.

The results of any drug or alcohol test performed pursuant to this policy will remain confidential except as required by law.

Section 2:

"Drug" includes:

- any illegal or nonprescribed controlled chemical substance.

- any substance causing adverse job performance as a result of its use;
- any over the counter drug used for purposes other than those for which they were prescribed or manufactured; or
- any medication prescribed by a licensed medical practitioner, but is being used by someone other than who it was prescribed for or being used for purposes other than those for which it was prescribed or manufactured.

Section 3: The city requires drug or alcohol tests as outlined below and may require other tests or inquiries reasonably directed to the goal of combating any actual or perceived drug or alcohol problems.

Section 4: The city requires drug or alcohol tests of any bargaining unit member where the city reasonably suspects possession or usage. This includes the right, where there has been an accident, to require a test of a bargaining unit member whose ability might have been impaired by drugs or alcohol and which could have contributed to the accident or its consequences. Additionally, the city retains the right to require the employee to engage in follow-up testing, when necessary. The city shall carry out tests in a way that does not needlessly impinge upon privacy or reputation, and which as far as practicable, produces highly reliable results. Since bargaining unit members must at all times be in the highest condition of alertness and capacity, and since the failure to maintain this condition can result in physical damage, personal injury, or death, either to fellow employees or to members of the public, they shall not only take all steps to maintain their own condition, but to report any hazards observed, including inappropriate activities by other employees covered by this policy.

Section 5: The city has the right to require all bargaining unit members to submit to random tests. As with all other drug tests, the city shall carry out random drug tests in a way that does not needlessly impinge upon privacy or reputation, and which as far as practicable, produces highly reliable results.

Section 6: Where the results of a test are positive (but not with prescribed medicine within normal prescribed doses), the city may remove the employee from active duty, and condition the employee's return to active duty upon appropriate medical evidence, including a negative drug retest. Notwithstanding this section, the city reserves the right to discharge any employee upon the employee's failure of a test. This includes any follow-up test of a split sample.

Section 7: All testing required by this policy shall be at the city's expense. All time

spent for testing, including travel time to and from the designated collection site, will be considered hours worked and will be compensated consistent with the provisions of the collective bargaining agreement.

Testing Procedures: The purpose of this Section is to provide bargaining unit members with the city's position regarding alcohol and drug usage situations. The intention of the city is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations.

Section 1: Use of Alcohol and Drugs:

1. Except within the scope of the employee's job responsibilities, employees shall not possess, sell or use alcohol or illegal drugs, nor abuse prescribed controlled substances while on duty or on city property.
2. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in subparagraph 3 below.
3. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.

Section 2: Dependency Treatment: Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the city of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, be permitted to take a leave of absence to receive the recommended treatment. If so, the leave provisions of Section 4 will apply. However, a drug/alcohol related problem will not excuse any violation of SOP's or other city regulations.

Alcoholism and chemical dependencies are treatable. Employees covered by city-sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

Section 3: Testing Procedure: Drug and/or alcohol screens will be conducted in the following instances:

1. When there is reasonable suspicion by a management level employee that a bargaining unit member is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused controlled substance, that employee, upon approval by the Safety Director or his or her designee, will be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion may be based upon, but not limited to, unexplained and excessive absence, non-hearsay reports that the employee uses, or is under the influence of alcohol or drugs during work, the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, decreasing reliability or disruption of work patterns, possession of paraphernalia used in connection with any drug or substance subject to these rules, or involvement in an accident or other incident which resulted or could have resulted in bodily injury or damage to property. The city may also require follow-up testing, as necessary. All such testing will be conducted while the bargaining unit member is on duty.
2. The city will randomly select employees, at various times for unannounced alcohol and drug testing. The rate for such selection will be 25% of the covered employees for alcohol random testing and 50% of the covered employees for other controlled drugs. The test period will be over a 12-month cycle or testing period. Employees who are unavailable for random testing due to vacation or are off sick will remain in the random pool instead of being tested upon their return.

Testing will require that an employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. A positive alcohol test will be any test result equal to .02 or greater. A positive drug test will be any level of substance detected.

Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release authorization form. Failure to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to discharge.

All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the city, sealed, and properly identified. Testing will be conducted by a certified laboratory, and results will be treated confidentially. Results will be distributed

only on a need-to-know basis to the extent necessary to protect a legitimate interest of the city. If a blood alcohol test is used, the same steps will be taken. Gas Chromatography/Mass Spectrometry (CG/MS) or another medically accepted testing method would confirm positive drug screen results.

Drugs being screened will include these and related drugs:

- Amphetamines (uppers, bennies, speed, etc.)
- Benzodiazepines (tranquilizers)
- Cocaine (snow, crack, flake, coke, etc.)
- Opiates (heroin, codeine, methadone, morphine, smack, etc.)
- Barbiturates (downers, reds, candy, etc.)
- Cannabinoids (marijuana, hashish, THC, etc.)
- Methaqualone (SOPARS)
- Phencyclidine (PCP, angel dust)

All management level employees will be trained regarding their testing responsibilities prior to the implementation of any testing.

- Suspicion or post accident testing is to occur as soon as possible. At no time in this instance shall an employee transport him or herself to the testing facility. Instead, a management level employee shall transport the individual to the facility. If the situation is life threatening, however, the ambulance will become the authority as to where the individual will be transported. Should the employee be incapacitated as a result of the accident, the medical facility will determine whether or not it is appropriate to administer the test. Under these situations, the employee must report the circumstances of injury and damage, as well as receive the alcohol test at the medical facility within 8 hrs. and the drug test within 32 hours, except if admitted to a medical facility.
- Should an employee attempt to tamper with a specimen to be provided in conjunction with the city's Drug-Free Workplace Program, that employee will be subject to termination.
- An employee must present photo identification.
- No coats, purses, bags, etc. shall be allowed in the testing room during urine collection.

- An employee must wash hands immediately prior to providing a specimen. Bleaching agent shall be added to the toilet water, and an employee shall not have access to any other water during the collection period.
- Upon providing a specimen, the testing facility will seal the bottle, in the presence of the employee, with a tamper-proof label and place the bottle in a tamper-proof bag.
- A chain of custody form must be filled out and shall include:
 - date and time of collection
 - code name or number of person for whom sample was collected
 - name, date and title of every person handling sample
 - person to whom report is to be sent
- All samples will be shipped directly to a qualified lab.
- All positive samples will be locked up and stored for a minimum period of one year.

All test results shall remain confidential between the employee, the city, and, when applicable, law enforcement authorities.

Section 4: Rehabilitation and Counseling:

Any positive test results will result in the employee being relieved from duty. In some cases, the city may allow the employee to enroll in a treatment program, in lieu of termination.

If the city allows the employee to enroll in such a program, and if the treatment program requires the employee not to work for a specific period of time, the employee will be considered on sick leave, assuming the employee has sufficient sick leave available. If not, the employee may use other accrued leave time, or request an unpaid leave of absence. This leave may be conditional upon receipt of reports that the employee is cooperating with, and making reasonable progress in, the treatment program. Upon completion of the rehabilitation program the employee must present proof of completion to the city, and must pass a drug/alcohol screening. Failure to meet these conditions

will result in termination of employment. A maximum of 60 days of sick leave may be used for rehabilitation purposes.

Treatment programs acceptable to the city under this agreement are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency, and those accepted through the medical benefit package. The city will require written verification that an employee is participating in or has completed a treatment program. Any employee who has returned to work is subject to retesting as otherwise provided, and if he or she fails the retest, shall be immediately discharged.

An employee will also be subject to follow-up testing after the employee fails a drug test. This testing is done to ensure that the employee's rehabilitation program was successful. As a condition to continued employment, an employee must agree to a program of follow-up testing.

Section 5: Disciplinary Action:

Disciplinary action is appropriate in the following instances:

1. Any employee, who is in the possession of, sells or uses alcohol or illegal drugs or illegally possesses, sells or uses a controlled substance, including prescribed and over-the-counter drugs which may cause a dangerous situation for the employee or other employees and are not reported to a supervisor, while on the job, shall be subject to discharge.
2. Any employee who works or reports under the influence of alcohol, controlled substances or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. The type and severity of discipline will depend on all the circumstances, including nature of substance, employee's explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
3. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.
4. Any disciplinary action rendered under this section is subject to appeal pursuant to the grievance and arbitration process set forth in Article 16 of this Agreement.

Section 6: Retesting:

The employee will have the opportunity to discuss the positive test result with the city and may have another test run on a second sample.

Section 7: The city will contest all workers' compensation claims under circumstances in which an employee tests positive for illegal drugs or alcohol or refuses to be tested. Employees should understand that the failure of a drug or alcohol test or the refusal to submit to such a test may lead to the denial of workers' compensation benefits.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will reconfirm the language set forth by the Public Safety Director in a May 11, 2005 memorandum indicating that when it becomes necessary to assign an ACCO or hire a lieutenant to provide crew supervision, the ACCO Program will be used approximately 50% of the time and the remaining time will be covered on an overtime basis by members of the Lieutenant's Bargaining Unit.

The parties hereby acknowledge that the methodology used for covering crew supervision during shortage created by scheduled and unscheduled time off, as set forth in the previously described May 11, 2005 Memorandum, is subject to review and may be modified by mutual agreement of the parties during terms of this Agreement. Any modification to the Memorandum of Understanding will be in writing and signed by the parties.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of Oakwood and the Ohio Patrolmen's Benevolent Association.

The parties hereby acknowledge that the scheduling and assignment of employees is a right reserved to the City under the Management Rights clause of the Contract. However, in an effort to address concerns expressed by the bargaining unit concerning the replacement of off-duty lieutenants, the parties hereby agree that the City will continue to use good faith efforts to follow the protocol outlined below in those instances in which a crew lieutenant is off from his/her assigned crew shift.

1. A lieutenant will be hired as a replacement when the crew is below minimum strength. The City reserves the right to use available on-duty supervisory personnel as replacements to cover a portion of the shift.
2. A lieutenant will be hired as a replacement when a crew is at minimum strength and there is no qualified ACCO on the crew.
3. In the event a crew is at minimum strength and there is a qualified ACCO on the crew, the City may choose to appoint either an ACCO or a lieutenant to supervise the crew.

The City will solicit volunteers from members of this bargaining unit to cover available shifts. In the event there are no volunteers, a lieutenant may be ordered to cover the shift unless there are other supervisors available or the City chooses to appoint a qualified ACCO.

MEMORANDUM OF UNDERSTANDING

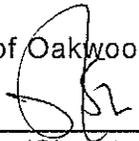
This Memorandum of Understanding ("MOU") is entered into by and between the City of Oakwood ("City") and the Ohio Patrolmen's Benevolent Association, Lieutenants Bargaining Unit ("Union") (the City and Union will be referred to collectively as "Parties" and individually as "Party").

WHEREAS, THE City and the Union are parties to a collective bargaining agreement ("Agreement"), which expires on November 3, 2014; and

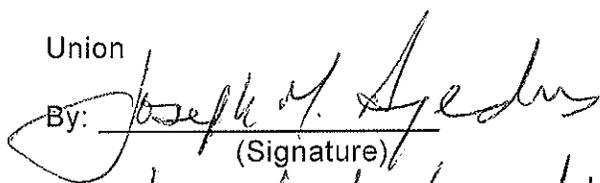
WHEREAS, the Parties wish to modify the Agreement to temporarily suspend the random drug testing portions of the City of Oakwood Drug/Alcohol-Free Workplace Policy ("Policy"), which is attached and incorporated into the Agreement as Addendum A.

NOW, THEREFORE, the City and the Union agree that:

1. This MOU is effective as of the date the last Party signs below, and it shall continue in effect until the Agreement expires on November 3, 2014.
2. During the time specified in Paragraph 1 above, the City shall suspend the following portions of the Policy:
 - Drug Testing Policy, Section 5 (pg. 28); and
 - Testing Procedures, Section 3, Paragraph 2 (pg. 30)
3. All other portions of the Policy shall remain in full force and effect.
4. This MOU shall not establish a precedent or practice between the Parties.

City of Oakwood
By: 
(Signature)
Norbert S. Klopsch
(Print)
City Manager
(Title)

Date: 11-4-11

Union
By: 
(Signature)
Joseph M. Hegedus
(Print)
LABOR COUNSEL
(Title)

Date: 11-4-11

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Oakwood (the "City") and the Ohio Patrolmen's Benevolent Association, Lieutenants Bargaining Unit, (the "Union"), (the City and Union will be referred to collectively as "Parties" and individually as "Party").

WHEREAS, THE City and the Union are parties to a collective bargaining agreement (the "Agreement"); and

WHEREAS, the Union filed a grievance on or about May 15, 2011 ("Grievance") regarding the denial of paid leave for Lieutenant Jeff Yount; and

WHEREAS, the Parties wish to resolve the Grievance and the underlying issues that led to the filing of the Grievance.

NOW, THEREFORE, the City and the Union agree that:

1. The Parties shall abide by the rules set forth in the "Lieutenant Time-Off Rules for 2012" a copy of which is attached hereto as Exhibit A.
2. The Union shall immediately withdraw the Grievance in its entirety, and shall make no further attempt to assert the Grievance in any way in the future.
3. This Agreement shall set no precedent or practice between the Parties.

City of Oakwood

By: _____

(Signature)

Norbert S. Kopach

(Print)

City Manager

(Title)

Date: 11-4-11

Union

By: _____

(Signature)

Joseph M. Hejduk

(Print)

LABOR COUNSEL

(Title)

Date: 11-4-11

Exhibit A

Lieutenant Time-Off Rules for 2012

9. It shall be understood that these procedures may be discontinued, changed, and/or otherwise modified in the event that staffing levels are permanently changed within the Command Staff or lieutenant's bargaining unit.
10. Vacation Leave and EDO requests submitted by lieutenants in compliance with the agreed upon annual rules will not be unreasonably denied.
11. Command Staff shall not be subject to order-in or call-in except in case of emergency to fill supervisory roles. Emergency is defined as: an unexpected incident or event which places life and/or property in danger and requires an immediate response through use of departmental resources and procedures. It does not include scheduling shortages alone by definition. Command officers will not be required to work holidays and immediate adjacent weekend days as defined by the city personnel policy. However, nothing prohibits a mutual agreement between a requesting lieutenant and Command Staff member to voluntarily agree to provide supervisor coverage on holidays and immediate adjacent weekend days as defined by the city personnel policy
12. These rules will be in effect for a trial period for 2012. The parties shall meet to confer about this agreement's continuation in November, 2012. This trial period establishes no practice(s) between the parties.