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AN AGREEMENT

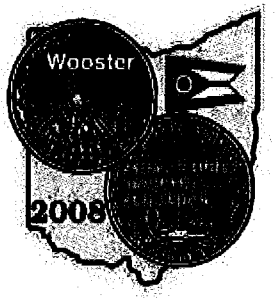
between

CITY OF WOOSTER

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(Sergeants and Lieutenants)



January 1, 2012

to

December 31, 2013

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ARTICLE I PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of Wooster, hereinafter referred to as "the Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA".

ARTICLE II PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now agrees 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 Citizens of Wooster; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such Article.

ARTICLE IV GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE V RECOGNITION

Section 1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive bargaining representative for negotiating wages, benefits and other terms and conditions of employment for all full-time Employees in the classification of Police Sergeant and Police Lieutenant, excluding all part-time, seasonal, temporary and probationary employees. All other Employees of the Employer are excluded from said recognition. Said recognition shall continue for the period provided for by law.

Section 2. The Employer will furnish the OPBA with a list of all Employees in the classifications covered by this Agreement indicating their starting date of employment. Such list

will be furnished no less than annually and will be supplemented by the names of all new Employees as hired.

ARTICLE VI DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those Employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any Employees in the Wooster Police Division for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the Employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month.

Section 4. A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VII NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to discriminate against any Employee(s) on the basis of race, religion, color, creed, disability, national origin, age or sex.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the Employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VIII AGENCY SHOP

Section 1. All members of the bargaining unit, as identified in Article V, Section 1 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with RC §4117.09.

Section 2. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article VI of the Agreement, entitled "Dues Deduction".

ARTICLE IX ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an Employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

Section 2. Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

ARTICLE X EMPLOYEES RIGHTS

Section 1. An Employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or interrogations where disciplinary action, as defined in Article XXVI is reasonably anticipated. This section shall not apply to communications or conversations
intended to provide instructions, training or corrections of work performance or techniques.

Section 2. An Employee who is to be questioned, as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an Employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonable related to the Employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the Employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 5. An Employee will be informed of the nature of any investigation of himself prior to any questioning. If the Employee being questioned is, at that time, a witness and

not under investigation, he shall be so advised.

Section 6. An Employee may request an opportunity to review his Personnel file, and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an Employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the Employee under investigation. If, in the course of an internal investigation, an Employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

Section 8. All complaints by civilians which may involve suspension or discharge of an Employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the Employee whom the complaint has been filed against when such Employee is notified of the investigation. Upon completion of the investigation, the Employee will be given, in writing, a copy of the results and final disposition of said investigation.

ARTICLE XI MANAGEMENT RIGHTS

Except as otherwise specifically provided in this agreement, the City has the sole and exclusive right to exercise all the rights and functions of management, and the exercise of any such rights shall not be subject to the grievance procedure except as limited in Article XXV and XXVI. Without limiting the generality of the foregoing, as used herein, the term "Management Rights" includes:

Section 1. The determination of Police Division policy, including the right to manage the affairs of the Police Division in all respects.

Section 2. The right to assign working hours, including overtime.

Section 3. The right to establish, modify, or change work schedules, or duty assignments within the division.

Section 4. The right to direct the members of the Police Division, including the right to hire, promote, discipline, demote, discharge for just cause, lay off, or transfer any Police Officer within the Division.

Section 5. The right to organize and reorganize the Police Division in any manner it chooses, including the size of the Police Division and the determination of job classifications and ranks based on duties assigned.

Section 6. The determination of the safety, enforcement, and property protection measures of the Police Division.

Section 7. The allocation and assignment of work to Police Officers within the Police Division.

Section 8. The determination of policy affecting selection or training of Police Officers.

Section 9. The scheduling of operations and determination of the number and duration of hours of assigned duty per week.

Section 10. The establishment, modification and enforcement of Police Division rules, regulations and orders.

Section 11. The transfer of work from one position to another within the classified service of the Police Division.

Section 12. The introductions of new, improved, or different methods and techniques of operation of the Police Division or of changes in existing methods and techniques.

Section 13. The determination of the number of ranks and the Police Officers within each rank.

Section 14. The determination of the amount of supervision necessary.

Section 15. If, in the discretion of the Mayor, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, natural disasters or similar catastrophes, the provisions of this agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 16. The Employer shall have the right to promulgate rules regulating an Employee's outside employment, providing such rules are not administered in an arbitrary or capricious manner.

ARTICLE XII COMPENSATION

Section 1. All Employees covered by this Agreement shall be paid according to the rates indicated in Exhibit A which rates are determined by a rank differential of 9.33% in 2005 and 2006, and 10% effective 1/1/2007 between Police Officer Class C and Sergeant, and 7.5% between Sergeant and Lieutenant.

Section 2. Employees promoted to the rank of Sergeant or Lieutenant shall serve a ninety (90) day probationary period.

The following wage rates will become effective at 7:00 a.m. on the date indicated.

	01/01/12 (0%)	01/01/13 (0%)	
	Hourly	Hourly	
Sergeant	$30.93	$30.93	
Lieutenant	$33.25	$33.25	

ARTICLE XIII SERVICE RECOGNITION STIPEND

When a member of the bargaining unit has completed eighteen (18) years of service with the City of Wooster, he/she will be eligible for a stipend of one thousand ($1,000) dollars per year, payable for increments of one full year of service and payable upon the anniversary date following eligibility and each City anniversary date thereafter until the completion of the (30) years of service. The employee may receive said stipend for six (6) consecutive years at any point between eighteen (18) years of service and thirty (30) years of service, to a maximum of six thousand ($6,000) dollars. After the thirtieth (30) year the employee will no longer receive said retirement stipend. In the event the member becomes eligible, but leaves employment prior to the anniversary date, the stipend will be pro-rated to the date of retirement. The anniversary date will be based upon years of service with the City of Wooster. Additionally, if a member of the bargaining unit is killed in the line of duty, and if he/she is drawing this stipend at the time of his/her death, his/her surviving spouse is entitled to receive the difference between what he/she had already received and $6,000.

ARTICLE XIV PENSION ENTITLEMENTS

Section 1. The Employer shall pay into the Police and Fire Disability and Pension Fund of Ohio for all employees the percentage of the Employer's contribution as required by law.

Section 2. The Employer shall submit for approval and pay the "user fee" to the Internal Revenue Service and State Pension Board, the salary reduction method for the employee's contribution to the Police and Fire Disability and Pension Fund of Ohio. The employee's salary shall be reduced the full amount of said contribution. However, this amount shall be treated as compensation for the purpose of retirement calculations and will be included in such. This Section shall be effective after approval by the Internal Revenue Service and State Pension Board, which will be sought jointly by the parties.

ARTICLE XV DUTY HOURS

Section 1. The regular pay period for all employees of Employer covered by this Agreement will be eighty (80) hours.

ARTICLE XVI OVERTIME PAY AND COURT TIME

Section 1. Whenever approved by the Chief, all Employees shall be compensated at the rate of 1 1/2 times the Employee's hourly rate for all overtime work performed in excess of forty (40) hours per week while on an active pay status.

Section 2. Whenever approved by the Chief, Employees called in to work or to appear in court for any job related matter while off duty shall be guaranteed a minimum of 2.667 hours of pay at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate for all overtime.

Section 3. Employees called into work on their off duty time, but called off less than ninety minutes prior to the arrival time at work, shall be compensated at a rate equal to one hour of regular hourly rate.

Section 4. Whenever approved by the Chief, Employees filing criminal charges or seeking conference with the prosecutor's office while off duty shall be compensated for a minimum of 2.667 hours at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate for all overtime.

Section 5. Employees working overtime shall have the option of choosing overtime pay or compensatory time off.

Section 6. If an Employee elects to take compensatory time-off in lieu of overtime pay for any overtime worked, such compensatory time shall be accumulated at the rate stated in Section 1 above.

Section 7. Accumulation of compensatory time will be limited to a sixty hour maximum at any one time.

Section 8. The use of compensatory time will be during a period which will not disrupt or interfere with the normal operation of the Division.

Section 9. Compensatory time shall be used at a time mutually agreeable between the Employee and the Chief.

Section 10. Prior approval for the use of compensatory time shall be obtained from the Chief.

Section 11. Employees may cash in accrued compensatory time in increments of not less than eight (8) hours by giving notice to the City in writing of the desire to do so. The compensatory time will be paid out within thirty (30) days of the written request.

ARTICLE XVII JURY DUTY

Section 1. Any Employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular wage, as provided for in the Ohio Revised Code. Any compensation received from such court for jury duty shall be turned over to the Employer.

ARTICLE XVIII HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Section 2. All Employees shall, in addition to all other leave benefits, be granted one (1) personal leave day each year which is to be taken within the year earned. The personal day shall only be taken with the advance approval of the Chief.

Section 3. Employees shall work their normal scheduled shifts throughout the calendar year and shall be paid for each of the above recognized holidays at the rate of eight (8) hours per day. Employees scheduled to work on Memorial Day, Labor Day, Fourth of July, Thanksgiving, Christmas Eve, Christmas and New Years Day shall be paid time and one-half for all hours worked on the holiday. All other holidays shall be worked at straight time. Premium pay shall not be compounded.

Personal days shall be paid at twelve (12) hours. Should the department change to another scheduling method, the personal day will be adjusted in accordance with the schedule.

In addition to all other leave benefits, Employees shall receive payment for the above holidays and unused personal day on the Friday before Thanksgiving, calculated according to the regular hourly wage each Employee was making at the time each holiday occurs.

ARTICLE XIX VACATION

Section 1. Vacation shall be accumulated on the following schedule, subject to further provisions of Sections 2 through 12.

A. Employees hired on or before December 31, 2004

Years of Service

At Least	But Less Than	Vacation Earned
0 Yrs.	5 Yrs.	.03875 Hrs. per Hrs. worked
5 Yrs.	10 Yrs.	.0575 Hrs. per Hrs. worked
10 Yrs.	15 Yrs.	.0775 Hrs. per Hrs. worked
15 Yrs.		.09625 Hrs. per Hrs. worked

Section 2. Time spent in regular military service shall be counted towards calculating vacation, provided the person in question was a municipal employee at least 120 days before entering the military service.

B. Employees hired on or after January 1, 2005

Years of Service

At Least	But Less Than	Vacation Earned
0 Yrs.	8 Yrs.	.03875 hrs. per hrs. worked
8 Yrs.	12 Yrs.	.0575 hrs. per hrs. worked
12 Yrs.	18 Yrs.	.0775 hrs. per hrs. worked
18 or more Yrs.		.09624 hrs. per hrs. worked

Section 3. The Mayor or Designee may permit transfer of accrued service time from other governmental agencies for any new Employee who is hired from such agencies.

Section 4. The Mayor or Designee is authorized to establish rules and regulations on the implementation of the vacation leave.

Section 5. All Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual from two years of employment. Such excess of the accrual from two years shall be eliminated from the Employee's leave balance the first pay period ending in July of the current year, unless the Mayor, in his/her discretion has granted the Employee a waiver up to a maximum of six months. The Human Resources Division shall provide the form for said waiver.

Section 6. Vacation leave shall be earned during the time the Employee is in an active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

Section 7. Annual vacation leave shall be taken at such time as the Division Manager approves. All vacation in excess of three (3) days must be requested five (5) days in advance on a form authorized by the Mayor or Designee.

Section 8. A new full-time classified Employee, in the first year of employment, shall accrue vacation, but shall not be permitted to use it until the Employee has completed the probationary period unless the Chief determines that a special circumstance warrants an exception.

Section 9. An Employee shall not be permitted to use vacation which he/she has not accumulated.

Section 10. No Employee shall be given vacation credit for any overtime hours worked.

Section 11. Upon separation from municipal service, an Employee is entitled to compensation for any unused vacation leave to his/her credit at the time of separation. No payment shall be made to Employees who have not completed their probationary year. The maximum amount of vacation that may be paid upon separation is that accumulated vacation time not in the excess of the accrual from two years of employment.

Section 12. In case of death of any Employee, the approved unused accumulated vacation leave shall be paid to the deceased Employee's estate.

ARTICLE XX SICK LEAVE

Section 1. Employees covered by this Agreement shall earn sick leave on the following formula: For each completed hour of service, the employee shall earn .0575 sick leave hours. Sick leave accumulation shall be unlimited.

Section 2. An Employee shall not be permitted to use sick leave which he/she has not accumulated.

Section 3. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees and for illness, injury or death in the employee's immediate family, (husband, wife, son, daughter, or parents). For parents only, employees are limited to 24 hours per contract year. Employees may also use sick leave, no more than four days, to attend funerals for the following family members: husband, wife, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-son, step-daughter, step-mother, step-father, step-sister, step-brother, step-grandparents and step-grandchildren.

Section 4. With the approval of the Employee's Division Manager, sick leave may be used for examination of the Employee including medical, psychological, dental or optical examination by an appropriate practitioner.

Section 5. A sick leave affidavit or a doctor's excuse is required to justify the use of sick leave for illness. If the use of sick leave for such illness exceeds three days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for a disciplinary action, including dismissal.

Section 6. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline.

Section 7. The previously accumulated sick leave of an Employee who has been separated from the City of Wooster may be placed to his/her credit upon re-employment by the City of Wooster, if re-employed within ten (10) years. The Mayor may permit transfer of sick leave from employment with any other employer. The Employer shall recognize sick leave transferred from other agencies provided that the Employee was hired, by the City of Wooster, on or before December 31, 2004.

Section 8. Absence that is chargeable to sick leave accumulation, in accordance with these provisions, shall be charged in increments of one half (½) hour, for the first hour and then one-fourth (¼) hour increments thereafter.

Section 9. Upon retirement from City Service with ten (10) or more years of service, an Employee shall be paid thirty-three percent (33%) of his/her accumulated sick leave. The maximum payment which may be made shall be six hundred (600) hours. Such payment shall be based on the Employee's rate of pay at the time of retirement. Such payment shall be made only once to any Employee.

Section 10. An Employee with at least two hundred and forty (240) hours of accrued sick leave may donate up to forty (40) hours of sick leave to any other Employee who has exhausted his/her sick leave due to serious injury or illness. Donated sick leave hours will not be assigned a monetary value and will be on a one-for- one basis regardless of differences in hourly rate of pay between the donating Employee and the donee. Donated sick leave hours to another member will not be calculated as sick leave used when applying the criteria for sick leave incentive. Members shall be limited to one single donation per occurrence of major injury or major illness of another union member. An Employee separating from employment will not be permitted to transfer unused sick leave to another OPBA member.

ARTICLE XXI SICK LEAVE BONUS

Section 1. Employees who have a minimum of three hundred twenty-five (325) hours of accumulated sick leave on the first day of the last pay period paid of the preceding year and take no more than thirty-six (36) hours sick leave from the first day of the last pay period paid during the preceding year through the end of the pay period prior to the last pay period of the current year shall qualify for sick leave incentive payment.

Section 2. Employees meeting the above requirements shall receive in their last pay of the year an amount equal to twenty (20) sick time hours accumulated during the preceding pay periods defined in Section 1 multiplied by the employee's hourly rate of pay in effect on that date. At that time, the Mayor or his/her Designee is authorized to deduct the number of hours paid as sick leave incentive from the Employee's sick leave balance on the last pay period paid of the year.

Section 3. The Human Resources Manager will provide a schedule of dates for each year of the Agreement, based on the above formula.

Section 4. Sick leave used for attending funerals of family members as defined in Article XX, Section 3, Sick Leave, will not be considered as being used when calculating sick leave incentive pay.

ARTICLE XXII INJURY LEAVE

Section 1. If an Employee is injured or contracts illness while performing his/her assigned duties and as a result of such injury or illness is certified unable to work by a licensed physician, the following compensation shall go into effect: The first one hundred twenty (120) scheduled working hours of disability shall be drawn from accumulated sick leave; the next four hundred eighty (480) consecutive working hours of certified disability caused by the original injury or illness shall be compensated as follows: The Employee will be compensated through Wage Continuation whereby the Employer will pay the Employee's regular earnings in lieu of Ohio Bureau of Worker's Compensation reimbursement. After the exhaustion of the four hundred eighty (480) hours of earnings paid through Wage Continuation, if the employee is still certified disabled and unable to return to work, the Employer shall pay to the Employee the difference between the payment received from Ohio Bureau of Worker's Compensation and his/her regular earnings for an additional five hundred sixty (560) scheduled working hours.

All work related injuries or illness shall be reported to the department head or immediate supervisor as soon as possible. Following disability from illness or injury, certification from the attending physician shall be required stating the Employee is physically able to return to duty.

Section 2. An additional one hundred eighty days injury leave may be granted by the Employer after the one hundred eighty days provided for in Section 1. hereof, based upon the same conditions and upon additional certification by a duly licensed physician and with approval by the Mayor or Designee.

ARTICLE XXIII DRUG TESTING

Section 1. The Employer and the OPBA recognize that an employee's substance abuse may have an adverse impact on the Employer, the employer operations, the image of the employees and the general health, welfare, and safety of the employees and the general public at large. The Employer and the Union also recognize that the Employer is obligated by its receipt of federal funds

to take steps to assure a drug free workplace. Therefore, the parties agree that the Employer shall have the right and authority to require statutorily covered employees to submit to toxicology testing designed to detect the presence of any controlled substance or narcotic drug. The Employer agrees that requiring an Employee to submit to testing of this nature shall be limited to circumstances where the Employee's immediate supervisor has a reasonable belief that the Employee is under the influence of such substances, suffers from substance abuse, has been involved in an accident or is in violation of the Employer's Personnel Rules and Regulations regarding the use of such substances or drugs. The City shall require Employees to submit to post accident/injury testing, provided that the decision to require such testing shall be within the reasonable discretion of the Department or Division Manager having supervision of the Employee involved in the accident/injury. This provision will not be implemented until such provision or similar provision is implemented for all other City employees.

Section 2. It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Employer's legitimate inquiry into the use of any controlled substances or narcotic drug by its employees.

Section 3. All testing shall be analyzed in a certified Ohio Department of Health Medical Laboratory using recognized technologies. All laboratory results shall be required to be interpreted by a Medical Review Officer. In the event an employee's test results are positive, a second test, different from the first, shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the Employer has received same.

Section 4. The results of such tests may serve as a basis for disciplinary action up to and including dismissal. However, it is understood that the purpose of this program is corrective rather than punitive in nature and that any discipline arising thereunder will be considered in light of this objective.

Section 5. The parties agree that the refusal of an employee to submit to toxicology testing in accordance with the provisions of this Article, may constitute just cause for disciplinary action being taken against the employee up to and including dismissal in accord with the provisions of the Disciplinary Article of this Agreement.

Section 6. The parties agree that testing for the presence of controlled substances and/or narcotic drugs shall be done through analysis of the employee's blood or urine.

Section 7. An OPBA representative may accompany an employee to the testing site but may not be present during sample collection.

Section 8. The shall, upon request made prior to the time a sample is taken pursuant to this Article, have the right to have an additional sample taken and sent to a certified Ohio Department of Health Laboratory of the Association's choice for testing at the Association's expense.

Section 9. All laboratory results shall be required to be interpreted by a Medical Review Officer.

ARTICLE XXIV PHYSICAL FITNESS STANDARDS

Section 1. The Employer and OPBA have agreed upon a program of physical fitness standards and procedures. A copy of said standards and procedures is attached hereto and incorporated herein by reference. The implementation thereof will be stayed until such time as the parties are able to negotiate a date for implementation.

ARTICLE XXV INSURANCE

Section 1. For each year of the contract, the Employer shall provide comprehensive medical coverage equal to or better than the existing coverage with Community Coordinated Healthcare. The cost of the premium for said coverage will be shared between the Employer and the Employee. There shall be a fixed annual contribution by the Employee of $983.06 per year for family coverage or $424.58 per year for single coverage, with the appropriate amount to be assessed in a pro rata amount as a payroll deduction from the Employee's bi-weekly pay. The Employer will pay the remainder of annual premium for family and single coverage. Employees may chose between a Gold or Silver plan design, as shown in Exhibit A. Employees opting for the Gold plan design, must, in order to participate, submit to the screening process which is a condition predecent to participation therein, but will not be required to submit screening results to the City.

Section 2. The Employer shall implement a tax deferred Flexible Medical Spending Account for Employee contributions.

Effective January 1, 2008, the Employer shall contribute annually to an Employee's FSA the sum of:

$350 for Employees with marital status of "Single with no dependents"

$700 for Employees with marital status of "Married" or "Single with with dependents"

Where two Employees of the City are married, the combined contribution to the Employee's FSA shall be $900.

Section 3. Each year at the time the rates are presented by the Carrier, the Employer and Employees shall meet to review the rates and coverage and to determine an equitable method to accommodate any changes. Any changes will be subject to the provisions of Section 1, above.

Section 4. The Employer will appoint one individual in the Human Resources Office to handle all insurance inquiries and problems on a regular basis at least three hours, twice a week. Such inquiries and problems will be handled by personal appointments.

ARTICLE XXVI UNIFORM ALLOWANCE

Section 1. The Employer shall provide and maintain uniforms for all Employees as necessary.

ARTICLE XXVII EDUCATIONAL ASSISTANCE

Section 1. Purpose. Employees on a full-time status who have been in the continuous employ of the City for six months may pursue educational courses to supplement their knowledge and increase their skills or to obtain a degree in a field related to City employment. Employees may participate in this educational program by:

(a) Attending classes to improve their skill performance in their present positions; or

(b) Preparing themselves for positions in their normal line of promotion by supplementing or building their education along this line.

Section 2. Financial Support. The Employer will authorize, through the Mayor or Designee, a reimbursement of the tuition cost with a maximum payment of $1,500 per year per Employee. Reimbursement is made after the Employee completes an approved course of study and attains a satisfactory grade which shall be defined to mean a grade of 'C' or higher on a traditional scale, or 'pass' on a 'pass/fail' scale.

Section 3. Procedure. Full-time Employees who wish to acquire additional education through this educational assistance program should initiate their request on an application form available in the Human Resources Division. The application should be presented to the Division Manager, who will make his/her recommendation and route the application on to the Human Resources Manager who shall then forward it to the Mayor or Designee for approval or denial. The prior approval of the Mayor is mandatory to receive educational assistance. Any Employee may meet with the Mayor or Designee concerning the decision.

ARTICLE XXVIII EMPLOYEE-MANAGEMENT COMMITTEE

Section 1. An Employee/Management Committee shall be established that will act as a mutual communication mechanism to discuss and resolve areas of concern. Such a Committee would be comprised of four representatives of the OPBA and three representatives of the Administration.

This Committee will function in the following areas:

(a) To discuss new policies and procedures or proposed changes in policies and procedures;

(b) To anticipate and discuss problems in the work environment, and ways in which the work environment can by improved;

(c) To suggest improved means of performing current services;

(d) To advise and consider issues relating to employees and their concerns; and;

(e) To develop social and recreational activities, incentive plans, recognition awards and other methods to improve Employee/Employer relations.

ARTICLE XXIX DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason (s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an Employee is being disciplined.

Section 2. Disciplinary action taken by the Employer shall only be for just cause. Principles of progressive discipline shall be followed except in cases of egregious misconduct.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article XXXI of this Agreement beginning at the level where the disciplinary action was meted out to the Employee, except that oral reprimands shall only be processed through Step 2 of the procedure.

ARTICLE XXX LAY OFF PROCEDURE

Section 1. If a lay off of police officers becomes necessary, it shall be made in an order consistent with the Civil Service Rules and Regulations, and recall shall be in the inverse order of lay off. If a lay off of police officers should become necessary, the City shall pay the police officers laid off the following: (1) regular and overtime pay due; (2) accrued but unused vacation time.

It is further understood that before any full-time police officers may be laid off under this Article, no civilian employee shall be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the lay off of a member of the bargaining unit.

ARTICLE XXXI GRIEVANCE PROCEDURE

Section 1. Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties of this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or mis-interpretation of the specific and express written provisions of this Agreement.

b) Grievant - The "grievant" shall be defined as any Employee, group of Employees within the bargaining unit of the OPBA.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; and the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure.

c) If a grievance affects a group of Employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

d) Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in the future proceedings.

e) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.

f) Employees covered by the Agreement are subject only to this Grievance Procedure and the Wooster Civil Service Commission has no jurisdiction to receive and determine any appeals relating to matters that are the subject of a final and binding grievance procedure.

g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant.

The time limits specified for either party may be extended only by written mutual agreement.

h) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An Employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the Employee and an OPBA representative if such representation is requested by the Employee, within five (5) days of the notice by the Employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the Employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or Designee within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or Designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or Designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXII OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by the law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to 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 negotiated and signed this Agreement.

ARTICLE XXXIII NO STRIKE

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, speedup, concerted "sick leave" or mass resignation, work stoppage or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

Section 4. The Employer shall not lock out any Employees for the duration of this Agreement.

ARTICLE XXXIV ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the procedures established by the FMCS.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses including wages for witnesses, shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. 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 in attendance exceed five (5) employees.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XXXV CONFORMITY TO LAW

Section 1. If the 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, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XXXVI SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that

portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

ARTICLE XXXVII TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the OPBA unless specifically set forth in the express written provisions of this Agreement.

Section 2. The parties acknowledge that during the negotiations 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 regarding the employees covered by this agreement. It is further acknowledged that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are fully set forth in this agreement, which supersedes all previous communications, representations, or agreements, either written or oral, between the parties to this agreement. Therefore, the City and the OPBA, for the life of this agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject during the life of this agreement, whether or not they had knowledge of or interest in the subject at the time the agreement was negotiated and signed.

Section 3. The parties agree that any mutual agreements or understandings which are reached during the life of this Agreement shall be reduced to writing.

Section 4. It is expressly understood that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties, and responsibilities of the city.

ARTICLE XXXVIII MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical or psychological examination, the Employer shall pay the cost of the examination.

Section 2. The Employer shall maintain false arrest, civil rights, etc., insurance on behalf of all members of the bargaining unit.

ARTICLE XXXIX EXTRA DUTY DETAILS

Extra duty detail shall be defined as any work detail in which a police officer, acting in an official capacity and using Division equipment, is employed and paid by a private entity through the Police Division. Employees will be compensated, regardless of rank, at the rate of up to thirty (30) dollars per hour before deductions for applicable state, local and federal taxes. Extra-duty details will not be considered City employment including for purposes of compensation, overtime, pension, holiday, vacation, sick leave, sick leave bonus, F.L.S.A. payment, years of service or any other benefits described in this contract.

All extra detail work shall be first offered to all bargaining unit members before it is offered to any part-time or special police officers as far as practicable. The Employer shall assign said work on an equitable basis as far as practicable so as to provide a fair distribution among the various shifts, and shall post the work as far in advance as is possible.

ARTICLE XL DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA, and except as otherwise noted herein, shall remain in full force and effect until December 31, 2013. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2013, notice of such a desire shall be given prior to November 1, 2013. If such notice is given, the Agreement shall remain in effect until the parties reach agreement on a new contract or either party, subsequent to December 31, 2013, delivers a written notice to the other party stating that this Agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 1, and the procedure stipulated herein shall then take effect.

ARTICLE XLI EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 7th day of November 2011.

FOR THE OPBA

Joseph M. Hegedus, Esq.
OPBA Attorney

A.E. Lemmon
Det. Tony Lemmon

Lt. Greg Bolek
Lt. Greg Bolek

Det. Bill Belcher

FOR THE EMPLOYER:

Robert Fowler
Director of Administration

Richard R. Benson, Jr.
Law Director