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COLLECTIVE BARGAINING AGREEMENT

between

CITY OF OAKWOOD, MONTGOMERY COUNTY, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

CIVILIAN UNIT

Effective from

November 4, 2011 through November 3, 2014

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COLLECTIVE BARGAINING AGREEMENT

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 THE CITY OF OAKWOOD, OHIO (hereinafter called the "City") and the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (hereinafter 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 their best efforts to serve the citizens of Oakwood 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 provision of public safety services to the citizens of Oakwood; 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 members of the Union to follow the terms contained herein.

ARTICLE 3. RECOGNITION

Section 3.1. The City recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit as described below, for the purpose of negotiating wages, hours, fringe benefits, and all other terms and conditions of employment.

Section 3.2. Those members of Bargaining Unit A shall consist of all full-time dispatchers and dispatcher/records clerk(s) employed by the City. Those members of Bargaining Unit B shall consist of all part-time dispatchers and part-time dispatcher/records clerk(s) employed by the city. Throughout the remainder of this Agreement, persons in Bargaining Units A and B shall be called "employees" or "members", unless otherwise specified.

ARTICLE 4. DUES DEDUCTION / FAIR SHARE FEE

Section 4.1. The City agrees to deduct from the wages of all bargaining unit employees, all Union membership dues uniformly required. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. The Union will notify the City from time to time of the dues it charges.

Section 4.2. Bargaining unit employees shall either become dues paying members of the Ohio Patrolmen's Benevolent Association or, remit to the Union monthly, through payroll deduction, a fair share fee in an amount not to exceed the monthly dues of a dues paying member and in accordance with the provisions of

O.R.C. 4119.09(c). This amount shall be deducted from the wages of all such non-members of the Union and shall commence sixty (60) days after initial employment in the bargaining unit.

Section 4.3. The Union agrees to indemnify and to save the City harmless from any action commenced by an employee arising as a result of the deductions made under this Article.

Section 4.4. The City shall not be obliged to make dues deductions of any kind from the wages of any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees, or assessment deductions.

Section 4.5. All dues and fair share fees shall be collected by the City once each month and sent to the Ohio Patrolmen's Benevolent Association.

ARTICLE 5. NON-DISCRIMINATION

Section 5.1. The parties to this Agreement agree that neither shall discriminate against any employee because of their membership or non-membership in the Union or their participation in activities prescribed in this Agreement.

Section 5.2. Neither the City nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, handicap, or national origin. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.1. 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 employees or to discontinue any performance by 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 employees required; to assign such work in accordance with the requirements determined by the City; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments, to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve 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 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.

ARTICLE 7. NO STRIKE - NO LOCKOUT

Section 7.1. 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 7.2. 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.

Section 7.3. During the term of this Agreement, the City agrees that it will not lockout any bargaining unit members unless those members have violated Section 7.1 of this Article.

ARTICLE 8. PROBATIONARY PERIOD/SENIORITY

Section 8.1. The probationary period for all new members in these bargaining units shall be one year. During the probationary period, the City may discharge any probationary employee, at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 8.2. Seniority is defined as the duration of time an employee has been continuously employed with the City of Oakwood as a dispatcher or dispatcher/records clerk.

Section 8.3. By December 1 of each calendar year, the City will post an updated list containing the names of all non-probationary employees beginning with the most senior employee at the top of the list and so on, and shall list the hiring date of each employee.

ARTICLE 9. LAYOFF/RECALL

Section 9.1. If it becomes necessary to lay off employees for lack of work or other legitimate reasons, the city manager shall determine the classifications and numbers of employees to be laid off.

Section 9.2. If the city manager determines that a long term layoff or abolishment is necessary, the City shall notify the affected employee(s) at least fourteen (14) days in advance of the effective date of the layoff or job abolishment. For layoffs lasting thirty (30) days or less, the City shall notify the affected employee(s) as soon as reasonably possible.

Section 9.3. Within the classification covered under this Agreement, all part-time employees shall be laid off before any full-time probationary employee. Thereinafter, full-time employees within the classification will be laid off in inverse order of their seniority with the City.

Section 9.4. Those employees who have been laid off shall be called back to work in the reverse order of the layoff; provided, the employees have been laid off for no longer than eighteen (18) months.

ARTICLE 10. HEALTH AND SAFETY

Section 10.1. The City shall comply with all applicable federal, state and local health and safety regulations. Employees are expected to comply with all safety and health requirements whether established by the City, or by federal, state, or local regulations.

Section 10.2. Employees shall report to their supervisor, in writing, all observed safety and health conditions and potentially unsafe conditions in their work area. The supervisor shall investigate the condition, and if warranted, shall initiate appropriate corrective action as soon as reasonably practicable.

ARTICLE 11. PERSONNEL FILES

Section 11.1. An employee may inspect their personnel file during normal working hours upon sufficient notice to their supervisor, and the Personnel Officer. Provided it does not interrupt the work day, an employee may have a representative of his/her choice accompany him/her during such review.

Section 11.2. Employees may copy, but shall not remove, documents in their personnel file. The City will not charge employees for single copies of any material in their personnel file, however, additional copies will be charged at the City's standard rate.

ARTICLE 12. WAGES

	<u>Hourly Rate</u>	<u>Time in Grade</u>
<u>Step A</u>	\$17.74	6 months
<u>Step B</u>	\$18.52	6 months
<u>Step C</u>	\$19.98	6 months
<u>Step D</u>	\$21.43	6 months
<u>Step E</u>	\$22.96	12 months
<u>Step F</u>	\$24.59	12 months
<u>Step G</u>	\$25.35	12 months
<u>Step Z</u>	\$26.10	

The rate of pay listed above shall be effective from January 1, 2012 through December 31, 2012.

From and after January 1, 2013 through October 31, 2014 the steps of compensation set forth previously shall be increased to the amounts set forth below.

	<u>Hourly Rate</u>	<u>Time in Grade</u>
<u>Step A</u>	\$18.01	6 months
<u>Step B</u>	\$18.80	6 months
<u>Step C</u>	\$20.28	6 months
<u>Step D</u>	\$21.75	6 months
<u>Step E</u>	\$23.30	12 months
<u>Step F</u>	\$24.96	12 months
<u>Step G</u>	\$25.73	12 months
<u>Step Z</u>	\$26.49	

Section 12.1. The period of time between Step A and Step Z shall be sixty (60) months. The increase in the Time in Grade for Step E from 6 months to 12 months shall not apply to employees who were on the payroll as of January 1, 2010. Advancements from step to step within the pay range shall be made by the City Manager, taking into consideration merit, fitness, longevity, change in responsibilities of the position and any other factors that may in the future, in the judgment of the City Manager, be pertinent in determining individual advancements and compensation. The City Manager shall consult with the Personnel Officer with respect to such factors and shall consider any recommendations of the Personnel Officer thereon. If an employee's performance merits an advancement in the rate of compensation, such advancement will ordinarily be to the next higher step, but in exceptional circumstances, may be made to any higher step, in the City Manager's discretion. The rates set forth herein represent a motion for the time and grade. Increases less than the maximum may be granted at any time, depending upon an employee's performance.

Section 12.2. 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 Public Employee's Retirement System of Ohio, treating it as an additional employer contribution for federal tax purposes. At the same time, the City will reduce the employee's 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 12.3. Shift Differential! Employees who work after 11:00 p.m. and before 7:00 a.m. shall receive an additional \$.70 per hour in addition to their regular rate of pay.

Section 12.4. Trainer Pay. An employee who serves in the role of trainer for a new hire shall receive an additional seventy-five cents (\$.75) for each hour of training with the new hire.

ARTICLE 13. HOLIDAYS

Section 13.1. Names of Holidays. The following eleven (11) holidays are recognized as holidays under this Agreement: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, and the employee's birthday.

Section 13.2. Holiday Compensation. Full-time employees shall receive compensation in an amount equal to eight (8) hours of regular pay in addition to any compensation earned for services performed on the holiday. Part-time employees shall be eligible for pro-rated compensation based upon the number of hours worked. In addition, employees who actually work on a designated holiday shall receive additional holiday pay at half their regular hourly rate.

Section 13.3. Payment of Holiday Compensation. Compensation for the above named holidays shall be in one aggregate payment to all employees on or before the first pay Friday in November. This aggregate payment will include payment for holidays which occurred during the preceding twelve (12) month period. 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 13.4. 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 14. VACATION/PERSONAL LEAVE

Vacation Leave shall be accrued from the anniversary date of hire and shall be used according to the following schedules:

<u>MONTHS OF EMPLOYMENT</u>	<u>MAXIMUM ANNUAL VACATION DAYS</u>
1 - 72	12
73 - 120	15
121 - 180	19
181 - 228	21
229 - 288	23
289+	25

Section 14.1. Pro-Rated. Part-time employees shall accrue vacation on a pro-rated basis based upon hours worked. 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 14.2. Accumulation of Vacation Days. Employees who have completed five full work years shall be entitled to carryover eight (8) vacation days beyond the one year period of time within which accrued vacation must be taken so long as any such vacation carried over are used within twelve months from the employees anniversary date of hire pursuant to his/her schedule being approved by the Public Safety Director.

Section 14.3. Scheduling of Vacation. The City agrees to confer with the Labor Management Committee each year prior to determining annual vacation rules. In evaluating and approving vacation requests, the city shall give consideration to both the desire of the employee and staffing needs of the city, recognizing that vacation leaves may cause scheduled or unscheduled overtime. Further, the city agrees that once the scheduling method by which upcoming vacation may be taken has been determined, the City 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 14.4. Personal Leave Days. During each calendar year of this Agreement, full-time employees shall be entitled to four (4) personal leave days. For new employees personal leave days will be pro-rated based upon the employee's hire date. Part-time employees shall receive personal leave days on a pro-rated basis based upon hours worked. However, in no event will part-time employees receive less than 50% of the personal leave given to full-time employees. The availability and scheduling of any such personal leave days for both full-time and part-time employees shall be in accordance with rules established and approved by the Public Safety Director.

ARTICLE 15. SICK LEAVE

Section 15.1. Rate of Accumulation. Sick leave with pay is accrued by full-time 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. Part-time employees accrue sick leave on a pro-rated basis based upon hours worked.

Section 15.2. Maximum Accumulation. Employees may accumulate sick leave under Merit Service Rules up to a maximum of one-hundred and fifty (150) days.

Section 15.3. Conversion Into Vacation Days. Full-time employees who have, as of their anniversary date of employment, accumulated sick leave of ninety (90) days and part-time employees with forty-five (45) days of accumulated sick leave 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 (90) days for full-time employees and forty (45) days for part-time employees. No employee shall receive in

excess of five (5) 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 15.4. 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.

A doctor's certificate to substantiate an employee's absence for three (3) consecutive days or more may be required by the City. 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

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

Section 15.5. Payment for Accumulated Sick Leave on Retirement or Death. Any employee who dies or who retires under the provisions of the Public Employees Retirement System, 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 15.6. Maternity Leave. Any pregnant dispatcher 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, personal leave days 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, or, unless the employee chooses to use family and medical leave. FMLA leave shall be unpaid unless the employee receives medical certification that the leave is necessary because of the child's serious health condition.

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 15.7: Wellness Incentive. Each calendar year employees shall be entitled to receive a cash payment for non-usage of accrued sick leave benefits according to the following schedule:

<u>Sick Leave Usage</u>	<u>Cash Payment</u>
0 Days	40 hours
1 Day	32 hours
2 Days	24 hours
3 Days	16 hours

For purposes of this Section, a day is defined as a regularly scheduled work day, and Family and Medical Leave Act ("FMLA") qualified leave, assuming the appropriate request form is completed consistent with applicable requirements of the FMLA, shall not qualify as sick leave usage. Part-time employees will be eligible for the wellness incentive with the payment being pro-rated based upon the average number of hours the employee is typically scheduled to work during a bi-weekly pay period. The cash payment will be calculated on the employee's hourly rate in effect as of July 1st of that calendar year. Payment for non-usage of sick leave benefits will be on or before the first non-pay Friday in February of the subsequent calendar year.

Section 15.8: 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	Up to one (1) day suspension without pay
8	Up to three (3) days suspension without pay
9	Up to and including termination

“Incidents” is defined as any single day or block of successive days absent during scheduled work days without returning to work, but shall not include FMLA qualified leave, assuming the appropriate request form is completed consistent with all applicable requirements of the FMLA. Any employee who comes to work and becomes ill and leaves prior to working one-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 16. FUNERAL LEAVE

Section 16.1. Immediate Family. The employee shall be granted five (5) 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 the death of a spouse or child. In the event of the death of an immediate family member, other than spouse or child, the employee shall be granted three (3) days of paid leave. The immediate family is defined as sibling, step-child, parent, step-parent, grandparent, grandchild and parent-in-law. An employee shall be granted one (1) day of paid leave in the event of a death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, half brother or foster brother and half sister or foster sister, or any aunt or uncle who is a blood relative of the employee. In addition, in the event of the death of a parent, spouse or child, the employee shall be entitled to exhaust any accrued paid leave, other than sick leave, if additional time off is desired by the employee.

Section 16.2. 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 17. INJURY LEAVE

Section 17.1. Employees shall have forty-five (45) days of injury leave with pay to be used for the first forty-five (45) 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. For purposes of this section, a "day" shall be defined as a regularly scheduled work day.

Section 17.2. Such injury leave shall not be charged against accumulated sick leave.

Section 17.3. 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 17.4. After the expiration of the forty-five (45) days of injury leave, an employee's absence due to injury may be charged against accumulated sick leave in accordance with the standard sick leave provisions of this Agreement.

ARTICLE 18. LIFE INSURANCE

Each full-time employee shall be provided with term life insurance coverage to be paid for by the City in the face amount of \$30,000, to be effective six (6) months after the date of hire. Said term life insurance protection may be covered by the City under a group policy.

ARTICLE 19. HOSPITAL AND MEDICAL INSURANCE

Section 19.1. Each full-time 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. Contributions towards the monthly health insurance premium by employees covered herein will be at the same 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 19.2. Full-time 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 19.3. 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 19.4. The City will make available for each employee copies of such explanatory brochures and pamphlets as the City can obtain.

ARTICLE 20. UNIFORMS

Section 20.1. The City shall furnish and clean all authorized uniforms and accessories. All items furnished by the City shall be returned to the City upon termination of the employee's employment.

Section 20.2. If at any time uniforms or accessories are changed, the City will supply each dispatcher with the changed uniform or accessory items.

ARTICLE 21. GRIEVANCE PROCEDURE

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 Article. 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.

Section 21.1. For purposes of the following steps, calendar days do not include Saturdays, Sundays or holidays.

Step 1. An employee or group of employees having a grievance will first attempt to resolve it informally by meeting with his/her or their immediate supervisor concerning the incident that gave rise to the grievance. At this step, the grievance shall not be in writing. Following the meeting, the supervisor shall render a decision no later than five (5) calendar days from the date of the meeting. Said decision may not be in conflict with the expressed terms of this Agreement. If the employee or employees are not satisfied with the response at this step, the grievant(s) may pursue, within seven (7) calendar days from receipt of the supervisor's response under Step 1, the following steps.

Step 2. The aggrieved employee(s) shall reduce the grievance to writing on forms supplied by the Union, and acceptable to the City, and present it to the Operations Officer or in his absence, to the Safety Department Director. Four copies of the grievance shall be prepared, dated, and signed by the aggrieved employee and distribution shall be as follows: one copy to the Operations Officer, one copy to the Safety Department Director, one copy to the Personnel Officer, and one copy to the City Manager. The Operations Officer will reply in writing by the end of the seventh calendar day after it was presented to him. 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 specified time limit, the grievance shall automatically be referred to the next step. If an employee's immediate supervisor is the Operations Officer, the written grievance shall be introduced at Step 3.

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 Safety Department Director or his designated representative by the grievant. After the receipt of the grievance, the Safety Department Director or his designated representative shall reply to the grievant in writing by the end of the seventh calendar day. If the grievant does not refer the grievance to the fourth step of the procedure within seven calendar days after receipt of the decision rendered in the third step, it shall be considered satisfactorily resolved. If the City fails to reply within the above time limit, the grievance shall be automatically referred to the next step.

Step 4. If the grievance is unresolved at the preceding step and is referred to the fourth 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 seventh calendar day. If the Union does not refer this grievance at the fifth step of this 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 future grievance.

Step 5. If the grievance is unresolved at the preceding step and is referred to the fifth 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 fifth step, the City and the Union will mutually agree upon an arbitrator or will request 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 5 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.
2. Time limits imposed in this Article 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 21.3. In recognition of the fact that non-monetary grievances will not be processed by the Union, 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 21.4. Under certain circumstances, the City may not identify or call a witness (See Section 24.2). 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 witness, except under circumstances where the City was able to corroborate such testimony.

ARTICLE 22. OVERTIME COMPENSATION

Section 22.1. When employees are directed by a supervisor to work extra time, beyond their normal work day or week, they shall be compensated for such overtime. Overtime shall be considered as authorized time worked in excess of a regularly scheduled work day or week. Those hours in excess of the normal work day or week shall be compensated at a rate of 1 1/2 times the employees regular hourly rate of pay.

Section 22.2 Employees who perform work outside of their regular duty shall be provided a minimum of three (3) hours of pay at time and one-half the employee's regular rate of pay 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 (2) hours of when he/she would otherwise report for duty.

ARTICLE 23. COURT TIME

When an employee is required to appear in any civil or criminal court on matters pertaining to official City business during non-scheduled work hours on a day when the employee is not otherwise scheduled to work, the employee shall be credited with three (3) hours time to be compensated at time and one-half rate. When an employee is required to attend court during non-scheduled work hours on a day when the employee is scheduled to work, the employee shall be credited with two (2) hours time compensated at time and one half rate.

ARTICLE 24. DISCIPLINE

Section 24.1. Disciplinary action of record shall be for just cause and subject to the grievance procedure.

Section 24.2. 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 of their Garrote or Miranda rights, and that the questioning is part of an official administrative investigation, that refusal to testify or answer questions could result in dismissal, and that statement made may be used in subsequent department charges.

Employees compelled to answer questions or testify in an administrative investigation 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.

Section 24.3. Before a supervisor conducts a hearing with an employee when it is likely that disciplinary action, other than verbal counseling or a written reprimand, is to result, a pre-disciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to this pre-disciplinary meeting, the employee shall be given a written statement specifying:

1. The allegation(s);
2. Possible violations of departmental policy;
3. Time and place of the hearing;
4. Identity of the supervisor conducting the hearing.

The employee shall have the right to have representation at the pre-disciplinary meeting, provided that the representative shall not inhibit fact-finding. A disciplinary meeting or discipline will not be unreasonably delayed by the unavailability of a representative.

If it is determined at the pre-disciplinary hearing that facts may warrant more serious discipline other than verbal counseling or a written reprimand, a disciplinary hearing will be scheduled. At the disciplinary hearing, the employee may present any relevant testimony, witnesses, or documents. The employee will be permitted to cross-examine witnesses called by the City on its behalf.

Section 24.4. In the event discipline is imposed which appears in the employee's 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/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/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/her personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

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/her personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

ARTICLE 25. LABOR-MANAGEMENT COMMITTEE

Section 25.1. In the interest of sound labor/management relations between the City and the Union, a Joint Committee of four (4) members, half of whom shall be from the City and half of whom shall be from the Union, will convene quarterly, unless waived by mutual agreement, 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. Meeting minutes shall be maintained and mutually agreed upon before posting.

Section 25.2. These committee meetings will be used to provide the Union notice and to solicit its input on possible changes in departmental policies, practices, procedures and SOP's.

Section 25.3. To the extent a special meeting is requested by either party, both parties will be obligated to convene a meeting as soon as possible.

ARTICLE 26. 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 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.

Each calendar year the Union shall be entitled to a maximum of three (3) scheduled work days, without loss of pay, to attend official Union business including conferences, conventions, and educational meetings. These days may be used by the President or his designate upon seven (7) days notice, and shall be approved, provided it does not create undue hardship on the City.

ARTICLE 27. EFFECT OF LAWS

This Agreement is subject to all existing Federal and State law, 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, provisions, ordinances, resolutions, or any judicial decision interpreting them. The City shall adopt no ordinances or resolutions repugnant to the terms and conditions of this Agreement. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

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, Civilian Unit, (the "Union").

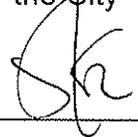
WHEREAS, the City and the Union are parties to a collective bargaining agreement (the "Agreement"); and

WHEREAS, the parties wish to enter into a three-year agreement and resolve all open issues.

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

1. The City will not layoff any OPBA bargaining unit member in any of the classifications contained in Article 3, Section 3.2 for the duration of this Agreement, which expires on or after November 3, 2014.
2. This Agreement shall set no precedent or practice between the parties and will terminate upon expiration of the Agreement on November 3, 2014.

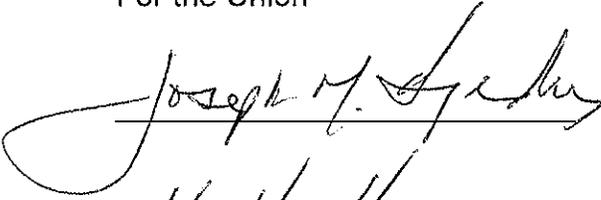
For the City



11-4-11

Date

For the Union



11-4-11

Date

MEMORANDUM OF UNDERSTANDING

In order to clarify the intended use of up to two (2) part-time Dispatchers and Dispatcher/Record Clerks and rates of pay for part-time dispatchers "ordered in or ordered to stay over" to perform dispatch duties, the city and the Ohio Patrolmen's Benevolent Association (Civilian Unit) agree to the following:

1. Part-time Dispatchers and Dispatcher/Records Clerks shall typically be scheduled to work no more than twenty (20) hours per week. However, in those instances where staffing is temporarily reduced due to vacations, sick leave, FMLA-related instances, retirements or separations impacting the budgeted staffing complement for this classification, part-time dispatchers may work additional hours, so long as the total number of hours worked in a two- (2) week period does not exceed 72 hours. Consistent with the Collective Bargaining Agreement between the parties, management retains the right to determine schedules for part-time Dispatchers.
2. In instances where a part-time Dispatcher or Dispatcher/Records Clerk is "ordered in or ordered to stay over" to perform dispatch duties, and in those instances where the part-time Dispatcher or Dispatcher/Records Clerk is ordered in with less than 24 hours notice to report for duty, that employee shall be entitled to compensation at 1 ½ times their regular rate of pay for those hours worked.



City of Oakwood



Ohio Patrolmen's Benevolent Association

2-4-10

Date

2/10/10

Date

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF
FACT-FINDING BETWEEN

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION (Union)

AND

CITY OF OAKWOOD (Employer)

CASE NO: .09-MED-09-1088

FACT-FINDING REPORT

HEARING

Hearing Date: January 20, 2010
Report Issued: January 29, 2010
Hearing Location: Oakwood City Building
30 Park Ave.
City of Oakwood, 45419

City Representative: Mr. Jeffrey A. Mullins, Esq.
Taft Stettinius & Hollister LLP
110 North Main Street, Suite 900
Dayton, Ohio 45402

Other City Participants: Mr. Jay A. Weiskircher, Deputy City Manager

Union Representative: Mr. Joseph M. Hegedus, Esq.
Ohio Patrolmen's Benevolent Association
92 Northwoods Blvd., Suite B2
Columbus, Ohio 43235

Other Union Participants: Ms. Cheryl Muceus, President of Union
Mr. Jim Waitzman, Vice-President of Union

Fact-finder: William M. Slonaker, Sr., JD, MBA, SPHR

The Union notes that four days are particularly reasonable in light of the facts that: other unionized persons in the Department of Public Safety who work 24-hour shifts have twelve 24-hour "extra days off;" while the 8-hour per day employees in the Department receive five personal leave days; and, that all other City employees received one additional personal leave day approximately three years ago and this bargaining unit did not. Moreover, even a brief comparison with nine near-by cities shows that their employees receive nearly four (3.8) days per year.

Further, the Union notes that (even though it is not an issue raised by either Party in their respective Position Statements) it is willing to continue with the Parties' earlier negotiations and agree to extending the "Time in Grade" for Step E (ARTICLE 12 WAGES) from six (6) months to twelve (12) months – except that all employees as of January 1, 2010, shall be "grandfathered" to the original six month Time in Grade. The Union argues that this change will approximate, over time, the cost for the additional personal day.

CITY'S ECONOMIC PROPOSAL

The City proposed no change to the current number (3) of personal leave days, as there is no demonstrated need to change the number.

RECOMMENDATION/FINDING

The Fact-Finder recommends and finds that the number of personal leave days be increased from three (3) to four (4), and that the "Time in Grade" for Step E (ARTICLE 12 WAGES) be increased from six (6) months to twelve (12) months, with the grandfathering provision.

SUMMARY OF FACT-FINDER'S RECOMMENDATIONS/FINDINGS

AS TO ALL ISSUES, the Fact-Finder recommends and finds that the Parties enter into the Collective Bargaining Agreement as set forth in Attachment B hereto, and incorporated by reference herein. Excepting, Attachment B must also include (directly, by addendum, by memorandum of understanding, or otherwise) that the City is to pay a signing incentive of \$1,350.00 payable in three annual installments of \$450.00 each, as more particularly described under ISSUE 1 above.

Note: the Fact-finder, in preparing this Report and making his Recommendations, considered the Criteria/Factors, and the oral discussions among the Parties and this Fact-Finder, even though such may not all be referenced in this Report.

THE FOREGOING RECOMMENDATIONS AND FINDINGS ARE RESPECTFULLY SUBMITTED to the Parties as the resolution of their interest dispute concerning the terms and

conditions of their collective bargaining agreement.

Fact-finder

William M. Slonaker, Sr.
William M. Slonaker, Sr., JD, MBA, SPHR