



01/03/12
11-MED-08-1058
2340-01
K28083

AGREEMENT
BETWEEN THE
CITY OF HUBBARD



and

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

POLICE SERGEANTS

EFFECTIVE: NOVEMBER 1, 2011

EXPIRES: OCTOBER 31, 2014

TABLE OF CONTENTS

	<u>Page</u>
Preamble/Purpose	1
Article 1 Recognition	1
Article 2 Fair Share Fee and Dues Deduction	1
Article 3 Nondiscrimination	2
Article 4 Management Rights	2
Article 5 No Strike – No Lockout.....	3
Article 6 Probationary Period	3
Article 7 Meetings	3
Article 8 Seniority.....	3
Article 9 Layoff and Recall	4
Article 10 Work Rules, Policies, and Directives	5
Article 11 Personnel Files.....	6
Article 12 Disciplinary Procedure	7
Article 13 Grievance Procedure.....	9
Article 14 Arbitration Procedure	11
Article 15 Employee Liability	12
Article 16 Hours of Work	13
Article 17 Extra Duty.....	13
Article 18 Minimum Manning.....	13
Article 19 Overtime	13
Article 20 Overtime Scheduling	14
Article 21 Compensation	15
Article 22 Longevity.....	15
Article 23 Clothing Allowance	16
Article 24 Shift Differential.....	16
Article 25 Pay Incentive C.P.R. Training	16
Article 26 Educational Incentive	16
Article 27 Medical and Life Insurances.....	17
Article 28 Holidays.....	19
Article 29 Vacation.....	20
Article 30 Sick Leave	21
Article 31 Injury Leave.....	22
Article 32 Special Leave.....	23
Article 33 Union Leave/Business	24
Article 34 Unpaid Leaves of Absence	24
Article 35 Health and Safety.....	25
Article 36 Bulletin Board.....	25
Article 37 Miscellaneous	25
Article 38 Obligation to Negotiate	26
Article 39 Headings	26
Article 40 Gender and Plural	26
Article 41 Conformity to Law	26
Article 42 Total Agreement	27

TABLE OF CONTENTS

	<u>Page</u>
Article 43	Midterm Dispute Resolution Procedure27
Article 44	Alternative Dispute Resolution Procedure29
Article 45	Drug Free Workplace32
Article 46	Duration32
Article 47	Execution33
	Form – Employee Rights34
	Form – Notice of Disciplinary Action35
	Form – Appeal or Acceptance of Disciplinary Action36
	Appendix A, Drug Screening Program.....37
	Appendix B, Insurance Benefits Schedule44
	Side Letter, Vacation Use47
	Memorandum of Understanding, Insurance Maintenance/Transition48
	Memorandum of Understanding, Insurance Committee Meetings49
	Memorandum of Understanding, Reopener50
	Memorandum of Understanding, Promotions51

PREAMBLE/PURPOSE

Section 1. Preamble. This Agreement is hereby entered into by and between the City of Hubbard, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union."

Section 2. Purpose and Intent. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires 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 Hubbard; 4) to avoid interruption or interference with the efficient operations 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 1 RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for the following:

Included: all full-time employees employed by the Employer occupying the position of Police Sergeants.

Excluded: all part-time, seasonal and temporary employees and all other employees of the Employer not specifically included in the bargaining unit.

Said recognition shall continue for a term as provided by law.

ARTICLE 2 FAIR SHARE FEE AND DUES DEDUCTION

Section 1. It is hereby agreed between the Employer and the Union, that as a condition of employment and after a probationary period of thirty (30) days immediately preceding employment or the effective date of this agreement, all employees shall either become a dues paying member of the Union, or remit a fair share fee in an amount equal to the dues of the Union organization, all on the basis of automatic dues deduction.

Section 2. The Employer agrees to automatically deduct said dues and fair share fee and remit same directly to the Union, at 222 East Town Street, Columbus, Ohio 43215-4611. No deduction shall be made by the Employer if said employee is not due compensation during the pay period.

Section 3. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the employer in complying with provisions of this section and furthermore, the requirements of Ohio Revised Code 4117.09 (C).

Section 4. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all non-probationary members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees including, but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C, and the Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 5. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, all employees not electing to hold membership in the Union will, as a condition of employment, pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

ARTICLE 3 NONDISCRIMINATION

Section 1. Neither the Employer, its agents, agencies or officials, nor the Union or its agents officers, will discriminate against any bargaining unit member on the basis of age, sex, military status, genetic history, race, religion, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except to the extent otherwise limited or modified by this Agreement, the Employer retains the right and the responsibility: 1) To direct the work of the bargaining unit; 2) To determine the mission of the police department and the personnel, methods, means, and procedures necessary to most efficiently fulfill the mission; 3) To determine the size and composition of the work force; 4) To suspend, demote, discipline, or discharge employees, but only for just cause; 5) To take action as may be necessary to carry out the mission of the police department in emergencies; 6) To hire, schedule, transfer, and assign employees in accordance with law and provisions of this agreement; 7) To recruit, select and determine the qualifications and characteristics of new employees; 8) To schedule or not to schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations; 9) To

train or retrain employees as appropriate; 10) To do all other things which the Employer deems necessary and proper in the operation and management of the Police Department.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 5 **NO STRIKE – NO LOCKOUT**

Section 1. The Union agrees that neither it, its officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its employees for the duration of this agreement.

Section 2. The Employer agrees that neither it, its representatives will authorize, instigate, cause, aid, condone or participate in any lockout of employees.

ARTICLE 6 **PROBATIONARY PERIOD**

Section 1. The probationary period for all newly promoted employees shall not exceed one (1) year. Newly promoted employees shall have no seniority during the probationary period, however, upon completion of the probationary period, seniority shall start from date of hire. The probationary period for all promoted employees shall not be more than one (1) year and shall be known as the promotional probationary period. Employees in the promotional probationary period shall have all rights and privileges as other employees in the bargaining unit and shall not be reduced in pay, rank or privilege, without just cause.

ARTICLE 7 **MEETINGS**

Section 1. The Employer agrees to make a good faith effort to keep the Union informed of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.

Section 2. One duly elected Union delegate and the Union President shall be granted time off with pay for the purpose of attending one Union Convention per year. The Union shall give the Employer reasonable notice of such conventions.

ARTICLE 8 **SENIORITY**

Section 1. Seniority is the total continuous service of an employee as a sworn Police officer with the Employer, including such other service as mandated under the statutes of the State of Ohio.

Total service shall include all periods during which the member was in full time service, and all periods in which the member was in part time service, but pro-rated to the equivalent of full time service. (For example, a member working twenty hours per week for one (1) full year will accrue One-half (1/2) year of seniority is lost if a break in service occurs due an employee's resignation, job abolishment, or retirement, unless otherwise mandated under the statutes of the State of Ohio.

Section 2. Seniority by job classification shall be computed in the same manner, but shall include only the total service within the job classification

Section 3. For purposes of vacation, members with the greatest seniority in his or her job classification shall be given priority of preference. Vacations may be taken from 0001 hours, January 1, through 2400 hours, December 31.

Section 4. If during a holiday, the Chief of Police decides that not all of the members who are otherwise scheduled to work a holiday shift are needed, he shall determine the number of members who will work the shift on the basis of seniority by job classification by providing the most senior men the first opportunity to select or reject such work.

Section 5. Promotional Seniority. If a bargaining unit member is placed in a classification or position, in or out of the bargaining unit, said employee shall serve a promotional probationary period not to exceed one (1) year and shall maintain his/her grievance rights under this Agreement and shall not suffer a loss of rights or benefits under this Agreement.

Section 6. If during the promotional probationary period the employer determines an employee is incapable of performing the duties of said position, the employee may be returned to the position or classification to which he/she last held without loss of seniority.

Section 7. If after the promotional probationary period has been served, an employee chooses to return to his/her former position, said employee may do so under the following conditions:

- A. No layoff will occur as a result of said return.
- B. The employee will be credited with bargaining unit seniority for only such time as the employee was a member of the bargaining unit to which he/she is returned.

ARTICLE 9

LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Hubbard Municipal Civil Service Commission governing work force reductions.

Section 2. A layoff may occur because of lack of funds, lack of work, or job abolishment.

Section 3. Procedure. Whenever the Employer determines that a layoff or reduction in force is necessary, the Employer shall first determine the classification (i.e., Sergeant, Patrolman, etc.) where the reduction is to occur. Employees shall be laid off according to their seniority within the affected classification with the least senior being laid off first or bumped, providing that all students, temporary, part-time, seasonal and probationary employees, within the affected classification, are laid off first in the above respective order. Employee(s) of the bargaining unit who are laid off shall have their choice to (a) displace an employee in a lower job classification within the same classification series, by Department Seniority or (b) take a layoff out of the Department.

Section 4. Recall. Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 5. Notice. Employees scheduled for layoff shall be given a minimum of thirty (30) days advance notice of layoff.

Section 6. Other City Positions. After complying with any applicable job posting/vacancy fill requirements contained in other City bargaining agreements, and provided that members have passed a civil service exam for the applicable vacancy and scored high enough on the list to be legally appointed, should job abolishment occur, the city will provide right of first consideration for any city wide job openings to the bargaining unit members who are affected by job abolishment. The time frame shall be the same as provided for in Section 3.

ARTICLE 10

WORK RULES, POLICIES, AND DIRECTIVES

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Access/Conflict with Agreement. The Employer agrees that, to the extent any work rules have been or will become reduced to writing; every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union (Staff Representative). Should any work rules conflict with law or the specific provisions of this agreement, such rules shall be invalid to the extent of this Agreement.

Section 3. Application. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee against whom such rules, policies, and directives are enforced may challenge their uniformity of application or interpretation as to him/her.

Section 4. New Employee Access. All new employees, for the duration of this Agreement, shall be given access to all work rules, policies, procedures and directives.

Section 5. Participation. The Employer may permit participation by the Union in the preparation and promulgation of the work rules and procedures governing the Department.

ARTICLE 11 **PERSONNEL FILES**

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employee. However, every employee shall be allowed to review his/her personnel file at any reasonable time upon request. If any employee is involved in a dispute regarding which matters in his/her personnel files may be material, any Union representative will also be granted access to the employee's file at reasonable times where such access is authorized, in advance, by the employee-member.

Section 2. For the duration of this Agreement, and any extension thereof, if an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the employee may write a memorandum to the Chief of Police or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Chief of Police or his representative sustains the allegations, he shall do the following:

- a. The employee's memorandum shall be attached to the material in question and filed with it and the Chief of Police or his representative, may note thereon his concurrence

Section 3. For the duration of this Agreement, and any extension thereof, any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (See Section 2 above) but if the employee feels that clarification is necessary, the employee may submit to the Chief of Police or his representative a written clarification of the circumstances not to exceed one page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or other employees, the Chief of Police or his representative will immediately arrange to have such memorandum attached to the material in which it is directed and placed in the employee's personnel file.

Section 4. Except as otherwise required by law such files shall not be available for review by anyone without the prior, written authorization for such by the employee whose file or information therein is requested, and no information in an employee's personnel file will be shared with anyone outside the Employer except for the name, place of employment, date of employment and job classification, without the prior authorization of the employee involved.

Section 5. Disciplinary Records. Any disciplinary action resulting in time off shall be removed from an employee's personnel file one (1) year from the date on which the infraction occurs; record of disciplinary action not resulting in time off shall be removed from an employee's personnel file six (6) months from the date on which the infraction occurs. Such removal shall be at the approval of the Safety Director and shall not be unreasonably withheld. Any material

approved for removal shall be placed in an inactive file until such time as it would be disposed of in accordance with the City's Record Retention schedule.

ARTICLE 12
DISCIPLINARY PROCEDURE

Section 1. Application. This procedure shall apply to all non-probationary employees covered by this Agreement.

Section 2. Rights. All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 3. Resignation. An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

Section 4. Administration/Notice. Discipline shall be imposed only for just cause. The parties agree that employees who are situated in the same or similar manner shall be treated in a consistent fashion when taking disciplinary action. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

Section 5. Notice of Discipline. Where the Chief seeks as a penalty the imposition of suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

Section 6. Implementation. Discipline shall not be implemented until either:

- 1. The matter is settled; or
- 2. The employee fails to file a grievance within the time frame provided by this procedure, or
- 3. The penalty is upheld at Step 4 or a different penalty is determined by the Mayor.

Section 7. Contents of Notice of Discipline. The Notice of Discipline served on the employee shall be accompanied by written statement that:

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

Section 8. Discipline Implementation. If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in Section 12, until the matter is settled, or the Mayor renders a determination.

Section 9. Procedure. The following administrative procedures shall apply to disciplinary actions:

- A. The Chief and the Employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief may offer a proposed disciplinary penalty.

The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.

- B. If a mutually agreeable settlement is not reached at this informal meeting the Chief will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Chief may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employees may choose to accept the proposed discipline or to appeal by filing a grievance with the Chief, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

Section 10. Failure to Appeal. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

Section 11. Settlements. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified

of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 12. Administrative Leave. An employee may be suspended with pay at any time during the process if the chief, at his sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

Section 13. Preemption. The Union on behalf of all the employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 13 **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 for 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 to 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 misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party -The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- 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 aggrieved party.
- d) Days -A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 3. The following procedure 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 aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the

aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principles, or associated with an employer wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate employee of the administration and having said matter informally adjusted without the intervention of the Union, 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 aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.
- g) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limit will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose 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 the Chief of Police of the possible grievance within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Chief and the employee, along with the employee's steward, if his

presence is requested by the employee, will discuss the issues in dispute 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 employee's Chief of Police within five (5) days of the informal meeting or notification of the Chiefs decision at Step 1, whichever is later, but not later than seven (7) calendar days from the date of the meeting if the Chief fails to give the employee an answer. The Chief shall give his answer within five (5) calendar days of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) calendar days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) calendar days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Safety Director shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) calendar days from the date of the hearing.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision in Step 3. The Mayor or his designee shall convene a meeting within ten (10) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) calendar days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 14

ARBITRATION PROCEDURE

Section 1. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, National Academy Certified arbitrators within thirty (30) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the reply at the last completed step or default rejection as may be applicable.

Section 2. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within

the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators.

Section 3. Authority of Arbitrator. 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 5. Number of Grievances. The arbitrator shall not decide more than one grievance on the same hearing date or series of hearing days except by the mutual written agreement of the parties.

Section 6. Rules. The hearing or hearings shall be conducted pursuant to the rules of Voluntary Arbitration of the American Arbitration Association.

Section 7. Costs. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8. Award/Settlements. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

Section 9. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent an employee of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 15 **EMPLOYEE LIABILITY**

Section 1. Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Hubbard.

Section 2. The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07 (C).

Section 3. Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

ARTICLE 16
HOURS OF WORK

Section 1. Workday. Eight (8) consecutive hours per day, which shall include a thirty (30) minute paid lunch period, shall constitute a normal work day.

Section 2. Workweek. Forty (40) hours per week shall constitute a normal work week, based on five (5) eight (8) hour work days and two (2) consecutive, full days off. For purposes of clarity of this agreement, the work week will begin at 0601 hours on Sunday and end at 0559.59 hours on the following Sunday. Paychecks shall be issued by 12 noon every other Friday (payday), and shall be placed inside an envelope.

Section 3. Trade Days. Upon the prior approval of the shift supervisors, employees shall be allowed by mutual agreement to trade days off on the same shifts, or shifts within the same week, where the employees are assigned different shifts, subject to the approval of the Chief of Police or Safety Director, which approval shall not be unreasonably withheld. The present practice regarding the exchange of shift schedules shall be maintained, provided no mandatory overtime payments are involved.

Section 4. Breaks. Each employee shall have one (1) on the job break of fifteen (15) minutes each eight hour period worked. If the employee works a four (4) hour block of overtime, said employee shall be entitled to one (1) additional fifteen (15) minute break.

ARTICLE 17
EXTRA DUTY

Section 1. Extra Duty. Any and all extra duty city work and special details connected with the Police Department, i.e., prisoner transport and pick-up, city traffic details, Special Investigation will be first offered to a bargaining member first on a rotating seniority basis with the exception that a part-time patrol or a reserve is not working a scheduled shift at that time. Only if no full time employees are available shall work be offered outside the bargaining unit.

Section 2. Extra Duty Rate. All sworn employees shall receive an extra duty pay rate not to exceed one and one-half (1 1/2) times the present rate of pay per hour of extra jobs worked and such pay shall be for no less than four (4) hours minimum of any payment made.

ARTICLE 18
MINIMUM MANNING

Section 1. Minimum Manning. The Employer agrees that the shifts will be manned by no less than two (2) full-time employees, of any rank, excluding the Chief, at all times.

ARTICLE 19
OVERTIME

Section 1. Overtime Period. Overtime shall consist of any time worked in excess of a normal work day or normal work week as defined in this Agreement.

Section 2. A-T Election. Each employee shall receive for each overtime hour worked, an amount equal to one and one half times their prevailing normal hourly rate at an increment of one-half (1/2) hour segments. Such overtime, at the discretion of the individual employee, may be taken as paid overtime, or as accumulated time (A-T). At the conclusion of the overtime worked, each employee will indicate on a triplicate form, provided by the Employer, his preference of paid overtime or accumulated time. This form will then be signed by the Chief of Police or his designee. One copy will be kept by the Chief, another sent to the Auditor's office and the third copy to be kept by the employee.

Section 3. A-T Bank. Each employee may accumulate up to one hundred twenty five (125) hours. Any time over this amount must be paid overtime.

Section 4. A-T Scheduling/Usage. When requesting accumulative time off, priority of preference will be given to vacation and paid holidays, respectively. Should two or more members request A.T. time off on the same calendar day, preference shall be given to the senior employee. The amount of A.T. time taken as consecutive time off will be reasonably governed by scheduling considerations. Accumulated time requests are subject to the operational needs of the Employer and must be submitted at least one (1) week in advance of the date requested, unless mutually agreed otherwise. The Employer agrees to respond to the request within three (3) days of being submitted. The parties agree that where an employee has been denied the usage of A-T, he shall be offered an alternative day for A-T usage within the next thirty (30) days for usage, be offered cash payment for the amount of hours denied, or the employee may withdraw his request for usage. The parties specifically agree that thirty (30) days constitutes a reasonable time period for satisfying a request for A-T usage under the Act. The parties acknowledge that the Employer retains all its rights to manage the use of and administration of accumulated time under federal law.

Section 5. Minimum Call-Out. An employee who is ordered to report for work, and so reports, shall receive a minimum of two (2) hours pay at one and one-half times his current rate of pay, so long as the time worked does not about his regular shift.

Section 6. Holiday Call-Out and Overtime. If an employee is not scheduled on a holiday but is called out, he shall receive a rate of two (2) times his regular hourly rate; or, if an employee is required to work in excess of his regular eight (8) hour shift on a holiday, any time worked thereafter shall be paid at a rate of two (2) times his hourly rate.

ARTICLE 20

OVERTIME SCHEDULING

Section 1. Overtime scheduling shall be rotated on the basis of seniority among all of the qualified employees of the bargaining unit. Inability to work overtime due to illness or injury of the employee, or death in the family, will not require the employee to charge such time against sick leave or annual leave.

ARTICLE 21
COMPENSATION

Section 1. Effective 11-1-2011, a Sergeant shall be paid the following:

Hourly	Biweekly	Yearly
\$24.80	\$1,984.78	\$51,604.21

Section 2. Rank Differential. Effective January 1, 2003, the compensation for Sergeants with six months or more of service, regardless of probationary status, shall be 11% of the highest hourly rate for Patrolmen.

Section 3. Acting Chief Pay. Employees who act as the Police Chief in his designated absences, shall be paid 95% of the Chief's rate or Sergeant's base rate, whichever is greater, for all time worked as Acting Police Chief. If overtime is involved, it shall be compensable as compensatory time.

ARTICLE 22
LONGEVITY

Section 1. Each employee shall receive, in addition to other pay required under this agreement, an annual service credit payment after his or her first (1st) year of service in the amount of three (3) dollars per month for each one (1) year period of service of employment.

Section 2. Payment of service credit is based upon the total years of active service. Entitlement to the appropriate annual service credit will be granted at the first regular pay following the date the member has completed the required years of active service.

Section 3. For purpose of determining service credit, each employee will receive credit for one (1) year of active service for:

- a) Each year the employee has served as a full time sworn police officer with the employer measured from the date of hire or the date he first worked in that capacity;
- b) Each year a member served as a part-time sworn police officer with the Employer, pro-rated to the equivalent of the full time service (measured from the date he first worked in that capacity).
- c) Employees shall also receive such additional service credit as is mandated by State Law.

Section 4. Years of active service shall not include any time lost due to suspension of leave without pay.

ARTICLE 23
CLOTHING ALLOWANCE

Section 1. Amount. All employees shall receive an annual clothing and equipment allowance, to include maintenance and upkeep of six hundred fifty-five dollars (\$655.00) after an initial basic uniform is issued by the Employer.

Section 2. Uniform Maintenance. At each employee's option, 25% of the total clothing allowance may be used for uniform maintenance (dry cleaning, etc.). Receipts are to be submitted on a quarterly basis to the Employer for reimbursement to the employee.

Section 3. Equipment Maintenance. The Employer shall pay an equipment maintenance allowance in the sum of three hundred dollars (\$300.00) a year. The payment shall be made twice a year. The first payment shall be in the first pay period in January of one hundred and fifty dollars (\$150.00) and the second payment shall be the first pay period in July of one hundred and fifty dollars (\$150.00). This payment will be made with a separate check from the bi-weekly paycheck.

Section 4. Service Weapon. Members who have completed at least ten (10) years of service, upon a service or disability retirement, shall be entitled to purchase their service weapon, this weapon must be at least three (3) years old, at a cost of one dollar (\$1.00).

ARTICLE 24
SHIFT DIFFERENTIAL

Section 1. Shift Differential. Any employee working the afternoon shift will receive an additional thirty-five cents (\$.35) an hour. Employees working the night shift will receive an additional fifty cents (\$.50) per hour. Such payments shall be in addition to the employee's present rate of pay.

ARTICLE 25
PAY INCENTIVE C.P.R. TRAINING

Section 1. Being that the citizens of the City of Hubbard expect a true professional to carry out the duties of the Employer, the Employer agrees to pay each C.P.R. certified employee of the Employer the sum of thirty (\$30.00) dollars per month for such training and certification.

ARTICLE 26
EDUCATIONAL INCENTIVE

Section 1. Educational Incentive. As an educational and performance incentive, the Employer will pay the following additional sums to any employee who pursues additional education credits and in service training as follows:

<u>Practical Program</u>	<u>Formal Program</u>	<u>Compensation</u>
260 hours in service	960 classroom hours	\$10/month
520 hours in service	1920 classroom hours	\$15/month

970 hours in service

2370 classroom hours

\$20/month

*Classroom hours must be from an accredited College or University and/or The Ohio Peace Officers Training Council.

- a. Under the practical program, hours refer to actual in class hours. The figures correspond to the like number of hours that would be spent in class for law enforcement major classes. These shall include any training obtained after the onset of employment that is documentable, but not necessarily certified.

The Employer agrees to make good faith efforts to make available to all Police Officers, training to maintain the professional standards expected to perform their duties. Such continuing training shall include that which is accredited, certified or documented.

In November of each year the Chief of Police shall meet with the FOP/OLC Training Committee to review the training needs of the Department for the upcoming year and to attempt to work out any differences.

The Police Department Training Allowance shall have a Training Budget of at least:

\$3,000.00 each year

- b. Under the formal program, the hours correspond to the actual classroom hours spent pursuing an Associate, Bachelors, Masters degree or equivalent thereto, whether prior to or during employment with the Employer.

ARTICLE 27

MEDICAL AND LIFE INSURANCES

Section 1. Coverage/Contribution Rates. The Employer shall provide coverage to all full-time bargaining unit members represented by FOP comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plan contained in Appendix B, another comparable plan (i.e. measured by both design and cost) selected by the Employer, or a plan recommended by the insurance committee under this article and approved by the Employer,. The applicable plan offering(s) shall be reduced to writing and appended to the agreement as Appendix B. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

For those full-time employees hired prior to October 31, 2009, the Employer shall contribute 96.5% of the cost of monthly coverage and employees shall contribute 3.5% of the cost of monthly coverage under the applicable insurance plan. For those full-time employees hired after October 31, 2009, the Employer shall contribute 90.0% of the cost of monthly coverage and employees shall contribute 10.0% of the cost of monthly coverage under the applicable insurance plan.

Section 2. Insurance Committee/Insurance Changes. The Union agrees that the City may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and

recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, one (1) or two (2) representatives of the City, whichever is necessary to achieve an odd number. The insurance committee shall have the authority to recommend program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

Section 3. Committee Recommendations. Employer actions to carry out recommendations of the insurance committee in whole or in part shall not be subject to the grievance procedure or any other avenue of appeal. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by ninety (90) days preceding the plan year for which bids are taken.

Section 4. Spousal Coverage. Spousal coverage will be available beginning January 1, 2010, only upon proof that the spouse does not have other major medical insurance coverage available to him/her through the spouse's employer.

If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer for the City employee to be eligible for family coverage from the Employer, City of Hubbard. Falsification of spousal coverage information shall be grounds for discipline, up to and including discharge.

Section 5. Life Insurance. The Employer shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand (\$25,000) dollars for all employees.

Section 6. Retirement. Upon retirement, after ten (10) years service, an employee shall receive \$1,500.00 in paid-Up life insurance, and after fifteen years of service the member shall receive a paid up life insurance policy of \$1,750.00 upon retirement. Should the employee retire with twenty (20) years or more of service, the employee will receive a paid up life insurance policy for \$2,000.

Section 7. Waiver of Coverage. Upon proof of alternative coverage, employees may elect to waive all of the health insurance coverage provided by the Employer. Employees who elect this option shall be paid a flat fee amount in accordance with the following schedule:

Opt Out Schedule	SINGLE	FAMILY
	\$2,000.00	\$4,000.00

The above amounts shall be payable by separate check in one half of the above amount(s) in the second pay period of January each year, and the balance due and payable in the second pay period of July each year.

The employee shall notify the Employer of this waiver on the appropriate form attached as an appendix to this Agreement. The form shall apprise the employee of his/her rights and the employee will verify that he/she has alternative healthcare coverage. If husband and wife are covered under the city plan, the opt out would not apply.

Employees shall have the right to opt back into any health benefit provided by the Employer by applying for reinstatement between January 1, and February 28 of any year, with the effective reinstatement date of March 1 of the year in which the reinstatement is requested. Employees who lose alternative coverage in instances such as divorce, death, termination of spouse's insurance or employment, etc. may apply for reinstatement in the Employer's Health Plan at the time of loss of alternative coverage. Reinstatement shall be no later than the first day of the month following the request for reinstatement. The Employee shall be required to remit to the Employer a prorated amount of the opt out compensation. Such payback may be made through payroll deduction.

ARTICLE 28 **HOLIDAYS**

Section 1. Recognized Holidays/Eligibility. Employees shall receive eight (8) hours of pay or paid leave for the following holidays:

New Year's Day	Labor Day
Personal Day	Veterans Day
Easter	President's Day
Good Friday	Thanksgiving Day
Columbus Day	Christmas Day
Memorial Day	Fourth of July
Martin Luther King Day	Friday after Thanksgiving

The Martin Luther King, a Friday after Thanksgiving and Easter holidays shall be floating holidays and shall be used by the employee as any other personal day would be used. Paid holidays will be given as requested by the employee, anytime during the calendar year, with reasonable advance notice, subject to scheduling considerations, determined by department policy. Employees shall also be entitled to four (4) hours of pay on General Election Day. To be eligible for holiday pay/leave for all of the above holidays, employees must work their last scheduled day prior to, on if applicable, after the holiday.

Section 2. Rate of Pay for Holiday Work. If an employee works on a paid holiday that is a regularly scheduled workday, said member will be paid one and one-half times his/her hourly rate for each regular hour worked.

Section 3. Holiday Time Scheduling. All requests for holiday time are subject to the operational needs of the Employer, and may be approved or denied based on the Employer's assessment of its operational needs. The Employer agrees that paid holidays not taken as days off, will be paid semi-annually, seven (7) days in July and seven and a half (7 1/2 days in December). All paid holidays not taken as days prior to the pay date in July, may be carried into the second half for use as time off only.

ARTICLE 29
VACATION

Section 1. Accrual. All full-time employees shall be entitled to vacations according to the following schedule:

<u>Years of Active Service</u>	<u>Paid Days Off</u>
After having completed service of 1 year	2 weeks
After having completed service of 4 years	3 weeks
After having completed service of 9 years	4 weeks
After having completed service of 14 years	5 weeks
After having completed service of 19 years	6 weeks

Section 2. Computation. Employees may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service and may be taken at any time during the calendar year. Years of service shall be computed in the same manner as is service credit for purposes of longevity and shall also include credit for active military service, provided such military service is after the onset of employment.

Section 3. Scheduling. Vacations may be taken one day at a time up to a period of two (2) weeks. Requests by employees for vacation days that coincide will be granted on the basis of seniority, if granting less than all such requests is necessary for efficient and effective operation of the department, as determined by the Chief of Police or his designee. Said requests will not be unreasonably denied. Two employees may be permitted to take vacation simultaneously, subject to shift assignments and overtime consideration.

Section 4. Carryover. Employees may carry over one (1) full week of vacation time into the next anniversary year, which must be taken as time off during that year.

Section 5. Payment Upon Separation. Unused vacation time prorated to the date of separation will be paid at the time of such separation to any employees who leave the department for any reason or are laid off. Unused accumulated vacation time will be paid to the designated beneficiary for any employee who dies prorated to the date of his or her death.

Section 6. Inter-City Transfer. Any employee who transfers to another agency of the Employer shall also have transferred to his/her credit any unused accumulated vacation time.

Section 7. Rate. Vacation pay will be computed at the appropriate rate earned by the employee at the time vacation is actually taken effective this contract.

Section 8. Time Taken. Unused vacation time accumulated prior to the effective date of this agreement shall be retained and taken at such times and in such amounts as provided in this agreement.

Section 9. Vacation Cash Out. Employees who accrue three (3) or (4) weeks of vacation leave annually may elect to cash out one (1) week of leave per calendar year. Employees who accrue five (5) or six (6) weeks of vacation leave annual may elect to cash out up to two (2) weeks of

leave per calendar year. Such election must be made in December of the year prior to receiving payment.

ARTICLE 30 **SICK LEAVE**

Section 1. Accumulation. All employees shall earn sick leave at a rate of 4.62 hours with pay, for each eighty (80) hours of service, up to a maximum of one-hundred forty-four (144) hours per year. Unused sick leave shall be cumulative without limit, and sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such manner as provided in this Agreement. Sick leave shall be charged to an employee on the basis of actual time (hour by hour) absent. An employee who sustains a service connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Workmen's Compensation (subject to any requirements of State law.) In the event the rate of accumulation of sick leave is increased for the benefit of public employees by the Ohio Legislature, employees shall earn sick leave in accordance with the new statutory requirement.

Section 2. Conversion Payment. Upon the retirement or job abolishment of an employee who has not less than ten years of continuous employment with the Employer, who has qualified for retirement benefits from the State of Ohio Public Employee Retirement System or the Police and Fire Disability Fund, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by 90% of the total number of accumulated but unused sick hours earned by the employee, and certified by the city Auditor, providing that such resulting number of hours to be paid shall not exceed nine hundred sixty (960) hours.

Upon the voluntary termination of employment of an employee who has not less than ten years of continuous employment with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the City Auditor, providing that such resulting number of hours to be paid shall not exceed one hundred twenty (120) hours.

Section 3. Usage. Such leave shall be granted to employees, upon the approval of the Employer, for absence from regularly scheduled hours of employment for the following reasons: 1) sickness, illness, or injury of the member; 2) sickness, illness or injury of a member's immediate family upon a showing of need and with permission of the Chief; 3) exposure to contagious disease which could be communicated to other persons; 4) childbirth by a spouse of the member, not to exceed three (3) days.

Section 4. An employee who has exhausted all available injury leave shall be entitled to take unused sick leave, compensatory time and vacation time prior to taking leave without pay.

Section 5. Reporting Procedure/Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner 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 disciplinary action, including dismissal.

Where the employee utilizes sick leave for more than three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work. An employee that is off on sick time shall not be eligible for any overtime until employee returns to his normal assigned shift.

Section 6. Abuse, Patterned Absence, and Discipline. Any abuse of sick leave or the patterned use of such leave shall be sufficient cause for discipline. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days and/or consistent regular usage, or a method of usage of available sick leave.

Section 7. Employer Required Exam. The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave, FMLA, disability leave or disability separation.

Section 8. Sick Leave Transfer. For employee's hired after November 1, 2011, sick leave earned with another governmental agency, entity, political subdivision, etc. shall not be transferable by newly hired bargaining unit members to the City of Hubbard.

ARTICLE 31 **INJURY LEAVE**

Section 1. In the event of a service connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total disability benefits from Workers Compensation bureau, the employee shall receive his full pay pending determination by the Bureau of Workers Compensation of his claim.

Section 2. The time he/she is required to be absent from active duty due to a work incurred injury shall not be deducted from his/her accumulated sick leave time for a period not to exceed one (1) year. If the application for benefits is approved by the Bureau of Workers Compensation, the dollar amount of Workers Compensation benefits received during such period of disability in compensation for loss of wages shall be deducted from his/her earnings thereafter until this difference has been completely repaid. Provided, however, that the employee or his/her beneficiary shall be entitled to all partial or permanent disability awards other than the weekly benefits provided herein.

Section 3. Whenever an employee is required to stop working because of a service connected disability or injury, he/she shall be paid for remaining hours of that workday and such time shall not be charged to leave of any kind.

Section 4. If an employee on injury leave is capable of performing light duties, the Employer may reasonably require that employee to return from injury leave and perform such light duties.

Section 5. Any employee who avails himself-herself of injury leave shall turn over to the Employer any Workers compensation benefits he/she receives for the injury leave.

ARTICLE 32 **SPECIAL LEAVE**

Section 1. An employee serving upon a jury or subpoenaed to be a witness in any Court of Law will be paid his regular wages for each work day he is so serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes.

Section 2. Employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) calendar days per year. Military leave pay shall be the difference between the employees pay and service pay. This member may at his option, elect to use accumulated time and receive vacation pay in lieu of military leave pay. An employee shall be granted a leave without pay to serve in the Armed Forces of the United States or any such branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within thirty-one (31) calendar days of his discharge from military service, the Employer shall reinstate the employee at the same rank as when he left with full credit for prior seniority). The Employer may require the employee to establish that his physical and mental conditions have not been impaired so as to render him/her incompetent to perform the duties of his position.

Section 3. When a death occurs in the immediate family of an employee in excess of 400 miles from the administration building the employee shall receive five (5) days for bereavement leave if a death occurs within 400 miles of the administration building then he/she shall be granted up to three (3) days of funeral leave with pay. The immediate family is defined as: Spouse, Parent, Parent-in-law, Stepparent, Child, Stepchild, Brother-in-law, Sister-in-law, Half-sister, Half-brother, Brother, Sister, Grandparents, Grandchild, Aunt or Uncle. The above paragraph shall not preclude the use of additional days in extenuating circumstances, subject to the approval of the Safety Director.

Section 4. The Employer may grant personal leave without pay for a period not to exceed thirty (30) days per calendar year upon request, in writing, of an employee and for a good cause shown, and such requests will not be unreasonably denied.

Section 5. An employee who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take vacation time prior to taking leave without pay.

ARTICLE 33
UNION LEAVE/BUSINESS

Section 1. Union Business. The Employer agrees the FOP/OLC Representative shall be permitted to conduct necessary local Union business while on duty to the extent that such does not disrupt the operations of the Employer.

Section 2. Union Leave. The FOP President shall have five (5) days off with pay to attend Union functions. He shall provide reasonable notice of the date and time of when this leave is being requested. The usage of such leave shall occur upon the approval of the immediate supervisor, subject to department work requirements and operational need.

Section 3. Negotiations. During contract negotiations, employees of the negotiating team that are working will be permitted to attend such negotiations for a period not to exceed two (2) hours per day of such sessions. The Employer may grant an extension of such sessions and shall include the described employees.

ARTICLE 34
UNPAID LEAVES OF ABSENCE

Section 1. An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, and employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

Section 2. All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the emergency, the leave request shall be filed with the employee's Department Head not later than four (4) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

Section 3. Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

Section 4. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer.

Section 5. An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the employer.

Section 6. Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than two (2) eight (8) hour consecutive working days may, at the Employer's sole discretion, subject the employee to disciplinary action, including discharge.

ARTICLE 35 **HEALTH AND SAFETY**

Section 1. The Employer agrees to furnish, maintain in safe working condition, all tools, facilities, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the employer.

Section 2. Adequate first aid equipment and training shall be provided at the appropriate locations.

ARTICLE 36 **BULLETIN BOARD**

Section 1. The Employer shall provide a bulletin board at the Police Station for the use by employees, as well as the Mayor/Safety Director and the Chief of Police.

ARTICLE 37 **MISCELLANEOUS**

Section 1. Equipment. Police cruisers will be equipped with all equipment needed to carry out duties and all equipment needed for the safety of the officers.

Section 2. Personal Property. Normally, the Employer will not accept the responsibility for any loss of the employee's personal property incurred either on or off duty. The exception to this rule will be for losses sustained when an employee has suddenly and unexpectedly called out for emergency duty without the opportunity to divest himself of reasonable property attached to his body, such as apparel, watches, fountain pens, eyeglasses, dentures, or inexpensive jewelry, watches or other items should be insured by the owner, the Employer will not assume the financial loss or responsibility. An additional exception for eye wear will be provided, up to \$100.00 per occurrence while the member is affecting a lawful arrest. No reimbursement will be made to the employees by the Employer for losses sustained as a result of their misconduct. Further reimbursement will be limited to the actual cost of repairs or to the original cost, less depreciation.

Section 3. Hair Length. The Police Department hair regulations shall provide that hair shall not be longer than halfway over the ears, sideburns not to exceed past the bottom of the ears and no more than one-half (1/2) inches toward the front of the face, and the hair length not to exceed past the shirt collar.

Section 4. New Building. In the event of a new building, the City shall provide for all bargaining unit members a locker/changing room with shower facilities. The City also agrees to purchase and maintain stationary exercise equipment, such as a treadmill, stair-stepper, stationary bicycle, etc., for use of bargaining unit members on the Police Department building grounds.

ARTICLE 38
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union acknowledge that during negotiations which preceded 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/ negotiations 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 Union 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 39
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 40
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of 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 gender 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 41
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 42
TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 43
MIDTERM DISPUTE RESOLUTION PROCEDURE

Section 1. The procedures contained in this article shall govern mid-contract term disputes arising between the F.O.P. and the City of Hubbard concerning proposed changes in terms and conditions of employment.

- A. In the event the employer makes or proposes to make any changes in wages, hours or terms and conditions of employment before the expiration of this agreement, either party may serve notice upon the other of its desire to negotiate such a change.
- B. The parties shall continue in full force and effect all terms and conditions of this existing agreement unless and until a new or modified agreement is agreed upon or established by operation of this Article.

Section 2. At any time after the commencement these mid-term negotiations, if either party believes that negotiations have reached an impasse, the parties shall submit their dispute to an agreed upon fact-finder by selecting from a list of seven (7) arbitrators provided by FMCS in accordance with this section and submit the dispute to fact-finding.

- A. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
- B. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules shall apply except as modified by this Article.
- C. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.

- D. The fact-finder shall make a final recommendation as to all of the unresolved issues.
- E. The following guidelines shall be applied by the fact-finder:
 - 1. The fact-finder shall establish times and place of the hearing.
 - 2. The fact-finder shall take into consideration the factors listed in Section 3(1) below. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made. The fact-finder shall transmit his/her recommendations to the employer and the union at the same time via U.S. Mail or by FAX. Each party shall pay one-half the cost of the fact-finding procedure.
- F. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties; the legislative body by a three-fifths vote of its total membership and, in the case of the union, the membership by a three-fifths vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

Section 3. If either the legislative body or the membership of the union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

- A. The parties shall request a list of seven arbitrators from FMCS.
- B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- C. The parties shall submit all unresolved issues to conciliation.
- D. The conciliator may attempt mediation at any time until he/she issues his/her report.
- E. The conciliator shall establish a time and place for the hearing.
- F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
- G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.

- H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
- I. After the hearing the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - 1. Past collectively bargained agreements between the parties.
 - 2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.
 - 3. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
 - 4. The lawful authority of the public employer.
 - 5. The stipulations of the parties.
- J. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.
- K. The parties shall each pay one-half the cost of the conciliation procedure.

Section 4. The issuance of a final offer settlement award constitutes a binding mandate to the employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements, shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 44

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 1. The procedures contained in this section shall govern disputes between the F.O.P. and the City of Hubbard concerning the termination of this agreement, the modification of this agreement or the negotiation of a successor agreement.

- A. One hundred twenty (120) days before the expiration date of this agreement either party may serve notice upon the other that it desires to terminate, modify or negotiate a successor collective bargaining agreement.
- B. Both parties shall bargain collectively with the other party for the purpose of modifying this agreement or negotiating a successor agreement.
- C. The parties shall continue in full force and effect all terms and conditions of this existing agreement until a new agreement is agreed upon or established by operation of this section.

Section 2. Not later than thirty one (31) days prior to the expiration of this agreement, if the parties have reached an impasse, the parties shall submit their dispute to a fact-finder agreed upon by selecting from a list of arbitrators provided by FMCS in accordance with the following procedure.

- A. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
- B. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules shall apply except as modified by this Article.
- C. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.
- D. The fact-finder shall make a final recommendation as to all of the unresolved issues.
- E. The following guidelines shall be applied by the fact-finder:
 - 1. The fact-finder shall establish times and place of the hearing.
 - 2. The fact-finder shall take into consideration the factors listed in Section 3(1) below.
 - 3. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.
 - 4. The fact-finder shall transmit his/her recommendations to the employer and the union, at the same time via U.S. Mail or by FAX.
 - 5. Each party shall pay one-half the cost of the fact-finding procedure.
- F. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties; the legislative body by a three-fifths vote of its total membership and, in

the case of the union, the membership by a three-fifths vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. A collective bargaining agreement shall be executed between the parties including the recommendations of the fact finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

Section 3. If either the legislative body or the membership of the union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

- A. The parties shall request a list of seven arbitrators from FMCS.
- B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- C. The parties shall submit all unresolved issues to conciliation.
- D. The conciliator may attempt mediation at any time until he/she issues his/her report.
- E. The conciliator shall establish a time and place for the hearing.
- F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
- G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511. to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
- H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
- I. After the hearing the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - 1. Past collectively bargained agreements between the parties.
 - 2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues "related to other public and private employees doing comparable work.

3. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
 4. The lawful authority of the public employer.
 5. The stipulations of the parties.
- J. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.
- K. The parties shall each pay one-half the cost of the conciliation procedure.

Section 4. The issuance of a final offer settlement award constitutes a binding mandate to the employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all tentatively agreed upon issues shall constitute the new collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute a new collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 45 **DRUG FREE WORKPLACE**

Section 1. Effective January 1, 2010, the following drug screening program shall be in effect for all bargaining unit members: [See attached Appendix "A"]

ARTICLE 46 **DURATION**

Section 1. This Agreement shall become effective at 12:01 a.m. on November 1, 2011 and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, October 31, 2014.

ARTICLE 47
EXECUTION

Section 1. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 21st day of December, 2011

FOR THE CITY OF HUBBARD



Richard Keenan, Mayor

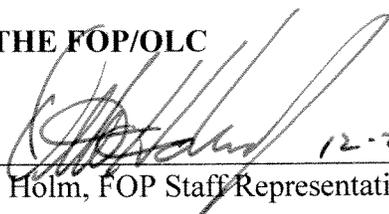


Lou Carsons, Safety Director

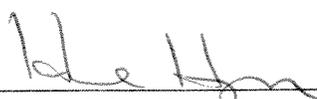


Michael D. Esposito, Chief Negotiator
Clemans, Nelson & Associates, Inc.

FOR THE FOP/OLC



Otto J. Holm, FOP Staff Representative



FOP Bargaining Team Member

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to our Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Chief within 5 working days of receipt of the Notice of Discipline.

RIGHTS

- 1 You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

 You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Chief.
- 2 If you file your objections, the Chief will schedule a formal meeting within 5 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
- 3 The Chief will report his/her decision within 5 working days following the close of the hearing.
- 4 You will have 10 working days after receipt of the Chiefs decision in which to appeal the decision pursuant to the Grievance Procedure.
5. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority (Department Head) if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS:

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date:

Approved Date:

Chief of Police Signature:

APPENDIX A
DRUG SCREENING PROGRAM

(A) LEGAL DRUGS

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance, or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

(B) ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with illegal drugs traceable in their system.

I. TERMS AND DEFINITIONS

For purposes of this drug screening program, the following terms and definitions shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the City of Hubbard,
2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code, Section 3719.01 (D), the possession or sale of which is prohibited by law.
3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use (drug abuse) of a legally prescribed drug.
4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
5. "Medical Provider" means the facility mutually approved by the City and the FOP/OLC, which may change from time to time, which collects, screens and/or stores urine samples.
6. "Medical Review Officer" (MRO) means the physician mutually approved by the City and the FOP/OLC, whose primary responsibility is to review and interpret positive test results obtained through this drug screening policy program.
7. "Employee related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on City premises at the time of the accident.
8. "Probable Cause" as defined in "O Jur 3d Words and Phrases", page 342.

9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the City and FOB/OLC as set forth in this program.
10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in this program.

II. PROCEDURES

(A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage, or for the abusive use of legal drugs to the extent that said drugs adversely affect the employee's safety or job performance, or the safety of others

1. Whenever an employee's behavior creates probable cause of suspected use. The following are lists of factors which may give rise to probable cause to suspect substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute probable cause to suspect drug abuse:
 - a. Direct observation of drug use
 - b. Possession of drugs or related paraphernalia, while not within the scope of authorized duties of police division employees
 - c. Employee admissions of drug use, abuse or possession
 - d. Symptoms of drug use/abuse including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control
 - e. Any tampering with the drug screening process
 - f. Any arrest for drug related criminal offense, or the filing of drug related criminal charges against the employee.
2. The employer may test an employee involved in a motor vehicle accident resulting in personal injury or property damage. Any employee involved in an employment-related accident may be subject to screening. The Chief or Acting Chief will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within 72 hours.
3. Whenever an employee returns to duty after participating in a substance abuse rehabilitation program regardless of the duration of absence, such an employee may be required by the Employer or the Substance Abuse Professional to undergo a minimum of four (4) urine tests within the one (1) year period starting with the date of return to duty.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute probable cause to suspect drug abuse:

- a. Unusual attendance problems, including absenteeism, tardiness or unusual use of sick leave.
- b. Excessive or repetitive vehicular, equipment or other workplace accidents.
- c. When an employee who returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave, exhibits any unusual behavior.

(B) DECISION TO SCREEN FOR CAUSE

A supervisor who has probable cause to suspect an employee of substance abuse will immediately relieve the employee from his/her duties and will immediately notify the Chief, or Acting Chief, or the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or be in possession of a firearm. The supervisor shall, before the end of the shift, complete and sign an "observation checklist" setting forth the facts upon which such supervisor relied. The Chief, or Acting Chief, will determine whether probable cause exists to warrant screening, and the determination will be based only upon reliable information as set forth in this program.

If the Chief or Acting Chief determines that an employee must participate in the screening process, it will be by written order.

The Chief, Acting Chief, or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Acting Chief or the employee's supervisor will inform the employee of the date the employee is to resume work.

(C) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided an FOP/OLC representative to accompany the employee and the supervisor to the testing site. The employee may release the FOP/OLC representative if he/she so desires. The FOP/OLC may designate names of members solely for the purpose of representation during drug screenings.

III. SCREENING PROCESS

(A) SAMPLE COLLECTION

Specimen collection will occur in a medical setting or on-site and the procedures should not demean, embarrass or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with a thumb print and signature prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's H.P.D. identification number, date, and time of the collection. After collection, the sample will be split into two containers, and will be sealed, the chain of evidence form will be completed, and the employee will be asked to confirm the information contained on the sample containers and the chain of custody form by signing the chain of custody form.

(B) TESTING METHODOLOGY

The Medical Provider selected by the City and the FOP/OLC to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

Initial Screening Step
Confirmation Step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

(C) SCREENING STANDARDS

The City and the FOP/OLC, in consultation with the Medical Provider, have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

DRUG	INITIAL SCREENING LEVEL	CONFIRMATION LEVEL
AMPHETAMINES	1000 ng/ml	300 ng/ml
BARBITURATES	200 ng/ml	500 ng/ml
BENZODIAZEPINES	200 ng/ml	300 ng/ml

CANNABINOIDS	100 ng/ml	15 ng/ml
COCAINE METABOLITE	300 ng/ml	150 ng/ml
METHADONE	300 ng/ml	300 ng/ml
METHAQUALONE	300 ng/ml	300 ng/ml
OPIATES	300 ng/ml*	300 ng/ml
	*25 ng/ml if immunoassay specific for free morphine	
PHENCYCLIDINE (PCP)	25 ng/ml	25 ng/ml
PROPOXYPHENE	300 ng/ml	300 ng/ml
OXYCONTIN	100 ng/ml	100 ng/ml

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to NIDA standards. Employees will be notified, in writing, of such changes, within 60 days prior of its implementation. All test results shall be protected as confidential medical information as appropriate under the Americans With Disabilities Act (*i.e.*, the test results shall be provided on a right to know basis - the employee, the employer and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

(D) SCREEN RESULTS

1. Negative Results

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Review Officer will immediately conduct a second screening using a different methodology on a different portion of the sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by an NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the same for at least one (1) year to allow for additional screenings and employee appeals.

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from the collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test results. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or Acting Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

IV. DISCIPLINARY ACTION AND APPEAL

- (A) Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him/her, and has had an opportunity to respond.
- (B) Employees who are found to be abusing drug(s) which have been legally prescribed are subject to all provisions of this article.
- (C) Employees may appeal any formal disciplinary action according to the current Contract between the City and the FOP/OLC at the time of the disciplinary action.

V. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any

self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought before the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered secondary to the primary goal of ensuring safety. Any supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the Program, refuses to participate in the Program, or withdraws from the Program before successful completion.

Drug screening or testing shall be conducted upon the finding of probable cause. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. This procedure shall not preclude the employer from other administrative action, but such actions shall not be solely based upon the test results.

VI. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to within this DSP is:

The Medical Provider of laboratory services in connection with the urinalysis testing is:

VII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal or abusive drug use. All new employees will be provided with this information when initially hired.

There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

APPENDIX B
INSURANCE BENEFITS SCHEDULE

	Network	Non-Network
Individual Deductible	\$500	\$1,000
Family Deductible	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$1,000	\$2,000
Family Out-of-Pocket Maximum	\$2,000	\$4,000
Type of Service	Network	Non-Network
Accident Emergency Treatment	100% after \$75 co-pay Co-pay waived if admitted	
Allergy Injections	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Ambulance	80% after deductible	
Anesthesia	80% after deductible	60% after deductible
Assistant Surgeon	80% after deductible	60% after deductible
Diagnostic Lab, X-Ray, and Pathology	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Primary Care Physician Office Visits	100% after \$25 co-pay	60% after deductible
Specialist Physician Office Visits	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home HealthCare	80% after deductible	60% after deductible
Home Private Duty Nursing	80% after deductible	60% after deductible
Hospice Care – Outpatient <i>120 day Lifetime max combined with Inpatient</i>	80% after deductible	60% after deductible
Hospice Care – Inpatient	80% after deductible	60% after deductible
Inpatient Hospital Room and Board (Semi-Private)	80% after deductible	60% after deductible
In Hospital Miscellaneous Charges	80% after deductible	60% after deductible
Intensive Care/Cardiac Care	80% after deductible	60% after deductible
In Hospital Physician Consultations	80% after deductible	60% after deductible
Inpatient Mental & Nervous <i>30 day calendar year maximum</i>	80% after deductible	60% after deductible
Inpatient Alcoholism and Drug Abuse <i>30 day calendar year maximum \$50,000 lifetime maximum</i>	80% after deductible	60% after deductible
Inpatient Rehabilitation Facility	80% after deductible	60% after deductible

APPENDIX B
INSURANCE BENEFITS SCHEDULE (continued)

	Network	Non-Network
Mammograms (routine and/or medical) <i>1 per calendar year -- \$85 maximum</i>	80% after deductible	60% after deductible
Maternity Services (Maternity for dependent children not covered)	80% after deductible	60% after deductible
Medical Emergency Treatment	100% after \$100 co-pay; co-pay waived if admitted	
Medical Supplies	80% after deductible	60% after deductible
Organ Transplant	80% after deductible	60% after deductible
Acquisition of Human Donor Organ	80% after deductible	60% after deductible
Transportation of Covered Person to nearest Transplant Center	80% after deductible	60% after deductible
Orthotics	80% after deductible	60% after deductible
Outpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Mental & Nervous <i>20 visit calendar year maximum</i>	80% after deductible	60% after deductible
Outpatient Alcoholism & Drug Abuse <i>20 visit calendar year maximum</i> <i>\$50,000 Lifetime maximum</i>	80% after deductible	60% after deductible
Outpatient Surgical Facility	80% after deductible	60% after deductible
Outpatient Professional Surgical	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Physical and Speech Therapy <i>60 visit calendar year maximum</i>	80% after deductible	60% after deductible
Radiotherapy/Chemotherapy	80% after deductible	60% after deductible
Routine Exams <i>Immunizations covered are tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine</i>	100% after \$25 co-pay	60% after deductible
Routine Nursery Care	80% after deductible	60% after deductible
Routine Pap Smear <i>1 per calendar year</i>	80% after deductible	60% after deductible
Routine Hearing Exam <i>1 per calendar year</i>	80% after deductible	60% after deductible
Skilled Nursing Care <i>100 day calendar year maximum</i>	80% after deductible	60% after deductible

APPENDIX B
INSURANCE BENEFITS SCHEDULE (continued)

	Network	Non-Network
Second Surgical Opinion	80% after deductible	60% after deductible
Urgent Care	100% after \$50 co-pay	60% after deductible
Voluntary Sterilization	80% after deductible	60% after deductible
Well Child Care Ages Birth – 9 <i>(including routine immunizations)</i> <i>\$500 calendar year maximum</i>	100% after \$25 co-pay	60% after deductible
Lifetime Maximum	\$1,000,000	
Prescription Drug Benefit	Retail (30 day supply): \$15 Generic/\$30 Brand Formulary/ \$45 Brand Non-Formulary Mail Order (90-day supply): \$20 Generic/\$40 Brand Formulary/ \$60 Brand Non-Formulary	

SIDE LETTER
VACATION USE

Employees who have failed to comply with Article 29, Section 4, of the collective bargaining agreement and have carried over greater than one (1) year of vacation time will have up to three (3) years to schedule off such time in accordance with the operational needs of the Employer. In the event that an employee does not utilize such time within the required time period, the unused portion that is not in compliance with the collective bargaining agreement shall be forfeited.

FOR THE EMPLOYER

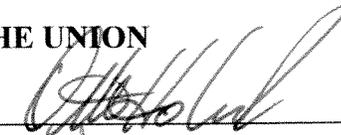






DATE SIGNED 12/21/2011

FOR THE UNION



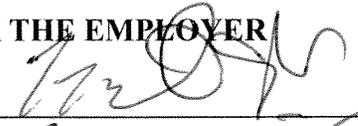


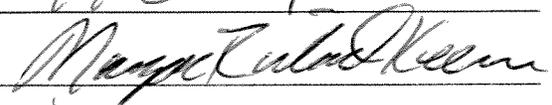
DATE SIGNED 12-21-11

MEMORANDUM OF UNDERSTANDING
INSURANCE MAINTENANCE/TRANSITION

Section 1. Notwithstanding the language in Article 27, Medical and Life Insurance of the parties' current agreement, the parties agree that until such time as the AFSMCE bargaining unit is placed under the insurance benefit schedule contained in Appendix B, other comparable plan to Appendix B as designated by the City, or other insurance plan recommended by the insurance committee and approved by City Council, bargaining unit members shall continue to receive benefits and contribute to insurance costs in the same manner as was done during the collective bargaining agreement that was due to expire 12/31/2011.

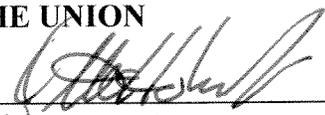
Section 2. Once the event referenced in Section 1 transpires, this memorandum shall expire and all of the provisions contained in Article 27, Medical and Life Insurance under this Agreement and the applicable plan design shall have force and effect.

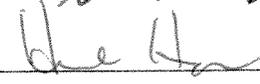
FOR THE EMPLOYER






DATE SIGNED 12/21/2011

FOR THE UNION




DATE SIGNED 12-21-11

MEMORANDUM OF UNDERSTANDING
INSURANCE COMMITTEE MEETINGS

Section 1. The parties agree that within sixty (60) days of the conclusion of the AFSCME bargaining unit negotiations or placement of the bargaining unit on the benefit schedule contained in Appendix B, other comparable plan to Appendix A as designated by the City, or other insurance plan recommended by the insurance committee and approved by City Council, the insurance committee shall commence meetings to perform its functions as set forth in Article 27.

FOR THE EMPLOYER

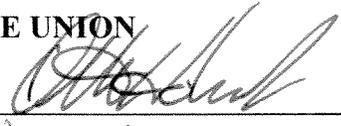


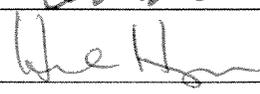




DATE SIGNED 12/21/2021

FOR THE UNION





DATE SIGNED 12-21-11

MEMORANDUM OF UNDERSTANDING
REOPENER

Section 1. The parties agree that effective January 1, 2013, either party may file to re-open negotiations on wages and other matters with cost implications to the Employer. If commenced, such re-opener shall be in accordance with R.C. 4117.

FOR THE EMPLOYER

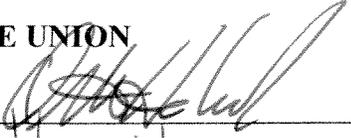


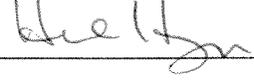




DATE SIGNED 12/21/2011

FOR THE UNION





DATE SIGNED 12-21-11

MEMORANDUM OF UNDERSTANDING
PROMOTIONS

Parties shall submit this issue regarding a new Promotions Provision to their Labor Management Committee which shall work on an amendment to the Agreement. Should the parties fail to reach an agreement, they shall contact the fact-finder to resolve the issue with the fees to be divided equally.

FOR THE EMPLOYER

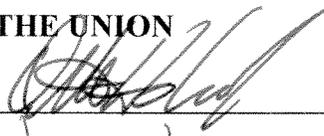


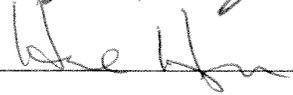




DATE SIGNED 12/21/2011

FOR THE UNION





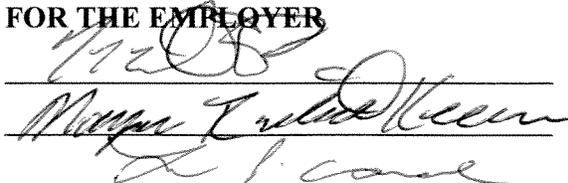
DATE SIGNED 12-21-11

**CITY OF HUBBARD / FOP/OLC
MEMORANDUM OF UNDERSTANDING
SERGEANTS UNIT**

**MEMORANDUM OF UNDERSTANDING
LAYOFF & RECALL**

This memorandum shall clarify the intent of the parties involving Article 9, Section 3 of the agreement between the FOP/OLC Sergeants Unit and the City of Hubbard. For purposes of the procedure to be utilized in the event that a Sergeant is to be laid off from his position, the parties agree that prior to initiating a layoff within the rank of Sergeant, the Employer will first reduce all students, temporary, part-time, seasonal and probationary employees within the classification of Patrolman. The parties agree that this requirement only applies to a layoff and does not apply the job abolishment situations in the rank of Sergeant.

FOR THE EMPLOYER



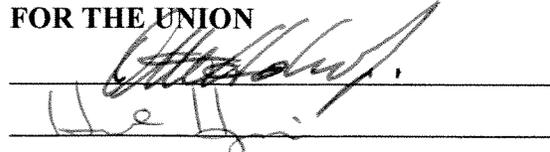
Mayor Linda Keen

A. P. Conrad

DATE SIGNED

12-21-2011

FOR THE UNION



The Union

DATE SIGNED

12-21-11

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-08-1058
EMPLOYEE ORGANIZATION,	}	(Sergeants and Lieutenants)
	}	
and,	}	
	}	
CITY OF HUBBARD,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Arthur Magee
a.magee@cityofhubbard.com