09-06-12
11-MED-09-1110
2589-06
K28806

AGREEMENT BETWEEN

THE CITY OF PERRYSBURG, OHIO

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (SERGEANTS)

Expires February 28, 2015

TABLE OF CONTENTS

PAGE

PREAMBLE/PURPOSE 1

ARTICLE 1

RECOGNITION 1

ARTICLE 2

Section 2.1 MANAGEMENT RIGHTS 1
Section 2.1.1 RESIDENCY 2
Section 2.2 WORK RULES 2
Section 2.2.1 REPORTING OFF DUTY INCIDENTS 2
Section 2.3 PROHIBITION OF USE OF TOBACCO PRODUCTS 2

ARTICLE 3

Section 3.1 GRIEVANCE AND ARBITRATION STEPS 2
Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION 4
Section 3.3 TIME LIMITS FOR FILING GRIEVANCES 4
Section 3.4 DISCIPLINE AND DISCHARGE 4
Section 3.5 PERSONNEL FILES 6
Section 3.6 RIGHTS OF EMPLOYEES 6

ARTICLE 4

Section 4.1 SENIORITY 9
Section 4.2 PROBATIONARY PERIOD 9
Section 4.3 LOSS OF SENIORITY 9
Section 4.4 LAYOFF/RECALL 9
Section 4.5 VACANCIES 10
Section 4.6 QUARTERLY NEW EMPLOYEE LIST 11
Section 4.7 RETURN TO LOWER RANK 11

ARTICLE 5

Section 5.1 WORKING HOURS - SERGEANTS 11
Section 5.2 SHIFT BIDDING AND ASSGNMENTS 11
Section 5.3 OVERTIME PAY 12
Section 5.4 COMPENSATORY TIME 13
Section 5.5 TRADING TIME 13

ARTICLE 6

Section 6.1 SICKNESS, ACCIDENT, DISABILITY AND PREGNANCY LEAVE.....14
Section 6.2 JURY DUTY AND WITNESS LEAVES.....14
Section 6.3 BEREAVEMENT LEAVE.....15
Section 6.4 MILITARY LEAVES.....15
Section 6.5 PERSONAL LEAVE OF ABSENCE.....16
Section 6.6 FATAL FORCE LEAVE.....16
Section 6.7 FAMILY MEDICAL LEAVE.....16

ARTICLE 7

Section 7.1 PAID HOLIDAYS.....16
Section 7.2 QUALIFICATION FOR HOLIDAY PAY.....17
Section 7.3 HOLIDAY PAY.....17
Section 7.4 WEEKEND HOLIDAYS.....17
Section 7.5 HOLIDAY DURING VACATION.....17

ARTICLE 8

Section 8.1 VACATIONS.....17
Section 8.2 VACATION ELIGIBILITY.....18
Section 8.3 VACATION SCHEDULING.....18

ARTICLE 9

Section 9.1 INSURANCE.....19
Section 9.2 PAID SICK LEAVE.....20
Section 9.3 ACCIDENT COMPENSATION.....21
Section 9.4 RETIREMENT BENEFITS.....21
Section 9.5 DEFERRED COMPENSATION.....22
Section 9.6 EMPLOYEE ASSISTANCE PROGRAM.....22

ARTICLE 10

Section 10.1 UNION REPRESENTATION.....22
Section 10.1.1 LABOR-MANAGEMENT COMMITTEE.....23
Section 10.2 SAVINGS CLAUSE.....24
Section 10.3 ADDRESSES/PHONE NUMBERS.....24
Section 10.4 NONDISCRIMINATION.....24
Section 10.5 PAY PERIODS.....25
Section 10.6 ATTENDANCE AT CONFERENCES.....25
Section 10.7 UNIFORMS.....26
Section 10.8 CHECK-OFF DUES, FEES AND ASSESSMENTS.....27
Section 10.9 AGENCY SHOP.....27

Section 10.10 BULLETIN BOARD 27
Section 10.11 SUBCONTRACTING 28
Section 10.12 COLLECTIVE AGREEMENTS 28
Section 10.13 INSURABILITY OF VEHICLE OPERATORS 28
Section 10.14 OUTSIDE EMPLOYMENT 29
Section 10.15 COMPLETE AGREEMENT 29
Section 10.16 SUBSTANCE ABUSE PROGRAM 29
Section 10.17 FITNESS FOR DUTY PROGRAM 29

ARTICLE 11

Section 11.1 CLASSIFICATIONS AND RATES OF PAY 29
Section 11.2 SHIFT DIFFERENTIAL 30
Section 11.3 LONGEVITY PAY 30
Section 11.4 WORK PERFORMED OUT OF CLASSIFICATION 30
Section 11.5 CALL IN PAY 30

ARTICLE 12

Section 12.1 NO STRIKE/NO LOCKOUT 31
Section 12.1.1 EMPLOYEE LIABILITY 31

ARTICLE 13

Section 13.1 DURATION OF AGREEMENT 31

APPENDIX A – 15.1 HOURLY WAGE MATRIX 33
APPENDIX B - PROGRAM FOR SUBSTANCE ABUSE 34
APPENDIX C – EMPLOYEE ASSISTANCE PROGRAM .....
LETTER OF UNDERSTANDING NO. 1 – SUBCONTRACTING 37
LETTER OF UNDERSTANDING NO. 2 – MILITARY DUTY LEAVE 38

PREAMBLE/PURPOSE

This Agreement, entered into by the City of Perrysburg, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for all full-time Sergeants in the bargaining unit as set forth in the certification issues by the Ohio State Employment Relations Board in Case No. 06-REP-03-0030 on July 27, 2006.

Section 1.2. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all full-time Sergeants.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 MANAGEMENT RIGHTS

The City reserves all rights, powers and authority customarily exercised by management except as expressly modified by specific language of this Agreement. Such rights, powers and authority shall include, but not be limited to, the determination and implementation of functions and programs; the standards of services; the utilization of technology; the organizational structure; the direction of, supervision, evaluation and hiring of employees; the maintenance and improvement of efficiency and effectiveness of the City's operations; the determination of the overall methods, processes, means or personnel by which the City's operations are to be conducted including the contracting out of work; the suspension, discipline, demotion, discharge of employees for just cause, the layoff, transfer, assignment, scheduling, promotion or retention of employees; the determination of the adequacy of the work force; the determination of the overall mission of the City as a unit of government; the effective management of the work force; the taking of actions to carry out the mission of the City as a governmental unit; the making, modification and application of rules and regulation for safety, efficiency and discipline.

Section 2.1.1 RESIDENCY

All employees shall reside within the Wood County or Lucas County. This residency requirement shall not apply to employees hired before March 1, 1997 when such employees were not residents of the district as of March 1, 1997 unless said non-district resident employee moves from his or her residence after March 1, 1998, in which case the district residency requirement will immediately apply to said employee.

Employees promoted from the rank of patrol officer shall have eighteen (18) months from their appointment to the position to comply with the residency requirement above.

Section 2.2 WORK RULES

The City reserves the right to implement, alter and/or amend reasonable rules governing the safety, health and conduct of employees, a violation of which shall be among the causes for discharge or other disciplinary action. Prior to implementation of any rule which would subject an employee to discipline or discharge, the City will post the rule for a period of fourteen (14) calendar days prior to its implementation and the Union shall have seven (7) calendar days from the date of posting in which to grieve reasonableness of the rule at Step 4 of the grievance and arbitration procedure. All employees covered by this Agreement shall be given a current set of rules no later than thirty (30) days after a rule is implemented. If the union grieves a work rule, the rule shall not become effective until the arbitrator's award is received regarding the propriety of the work rule. This section shall not preclude the Union from grieving the application of work rules on a case-by-case basis.

Section 2.2.1 REPORTING OFF DUTY INCIDENTS

Sergeants shall report, in writing within forty-eight (48) hours, any off duty incidents involving acts of domestic violence, or convictions for offenses of theft, violence, or any felony arrests or convictions.

Section 2.3 PROHIBITION OF USE OF TOBACCO PRODUCTS

Smoking or any other use of tobacco products inside the Police Division building, in police division vehicles, while in uniform or in any other facilities where it is prohibited/restricted under a Collective Bargaining Agreement between the City and any other Bargaining Unit will not be permitted. Any employee covered by this Agreement who violates the rule will be subject to discipline under the provisions of Section 3.4 of this Agreement.

ARTICLE 3
GRIEVANCE AND ARBITRATION STEPS

Section 3.1

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of

interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect resolution of grievances at the earliest step possible.

A grievance shall mean any difference which arises between the City and the Union or any employee covered by this Agreement regarding the meaning or application of the provisions of this Agreement or work rules. The grievance and arbitration procedure under this Agreement shall take the place of any appeal to the State Personnel Board of Review. Grievances shall be processed in the following manner:

STEP 1: The aggrieved employee shall first present the grievance orally with the Police Chief or his/her designee. If a satisfactory settlement is not achieved within five (5) working days, the employee shall reduce the grievance to writing and present it to the Human Resources Manager within five (5) working days. When two (2) or more employees believe a common violation has occurred, one grievance may be written for the affected employees. All grieving employees must sign the grievance.

STEP 2: Within Ten (10) working days of when the grievance is reduced to writing and referred to Step 2, the Director and the grievant shall meet with the Human Resources Manager or his/her designee and the Police Chief. The City will provide the Union with its answer in writing within five (5) working days of the date of the step 2 meeting.

STEP 3: If appealed to Step three (3) by the Union within five (5) working days of when the City gives its Step 2 answer, within an additional ten (10) working days, the Director, the OPBA attorney and the grievant shall meet with the Mayor or the Mayor's designee, the Human Resources Manager and such other City officials as the Mayor or the Mayor's designee deems appropriate. The City will provide the Union with its final answer in writing within five (5) working days of the date of the Step 3 meeting. The City's final answer shall be final and binding upon the Union and all affected employees unless appealed to Step 4 by the Union in writing and received by the City within five (5) working days of the date and City's Step 3 answer.

STEP 4: If no satisfactory settlement is achieved between the City and the Union at Step 3 and timely appeal is made by the Union, the grievance receives the timely appeal to Step 4, representatives of the City and the Union shall attempt to select a neutral arbitrator to hear and determine the matter being referred to arbitration. If the representatives of the City and the Union are unable to agree upon a neutral arbitrator within ten (10) working days, the City and the Union shall jointly petition the Federal Mediation and Conciliation Service no later than thirty (30) working days after the City receives the Union's timely appeal to Step 4. The Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators, from Ohio, Southeast Michigan and Western Pennsylvania, who shall be members of the National Academy of Arbitrators, from which panel an arbitrator shall be selected by striking names or by mutual agreement of the City and the Union. Subsequent panels of arbitrators may be requested where either the City or the Union determines none of the arbitrators on the panel is acceptable. The City or the Union, or both, shall notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected.

The grievant has the right to advance a grievance to Step 3 or Step 4 if the City fails to timely respond at the prior Step. No grievance appeal to Step 4 will be time barred until ten (10) working days after the City's Step 3 response whether or not that response is timely.

Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION

The arbitrator shall only have jurisdiction and authority to interpret, apply and determine compliance with the provisions of this Agreement, but shall not have jurisdiction or authority to add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator have the jurisdiction or authority to assess a penalty or to determine any matter which might be construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors in application of the provisions of this Agreement by the City shall not be construed to be an enforceable practice. The decision of the arbitrator shall be adequately set forth in the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator's decision and award shall be binding upon the City, the Union and all affected employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of the date briefs are filed, whichever is later. Each party shall bear the cost of its own presentation. The cost of any transcript and attendance fee shall be borne by the party arranging for the court reporter unless the other party or the arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator shall be borne equally by the City and the Union.

Any agreement reached between the City and the Union in resolution of grievance prior to arbitration shall be final and binding upon the City, the Union and all affected employees; provided, however, that nothing herein shall prohibit the Union and the City from agreeing that a particular resolution of a grievance shall not be used as a precedent in any future cases of any kind.

Section 3.3 TIME LIMITS FOR FILING GRIEVANCES

Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the Grievance Procedure within five (5) working days of the date of the discharge or the date the City issues its final decision following a discharge hearing, whichever is later. Copies of the grievance will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1 of the Grievance Procedure within five (5) working days of the date the employee knew or reasonably should have known that the alleged violation occurred. For purposes of the Grievance and Arbitration procedure, working days shall mean Monday through Friday, excluding holidays celebrated during that period.

Section 3.4 DISCIPLINE AND DISCHARGE

A. GENERALLY: Employees with seniority shall not be discharged or disciplined without cause. Violation of City rules governing the safety, health and/or conduct of employees

covered by this Agreement shall be among the causes for discharge or other disciplinary action. Discharge or other disciplinary action may be subject to the grievance and arbitration procedure under this Agreement.

B. MAJOR VIOLATION: A violation of major City rules governing safety, conduct and/or health of employees may be among the causes for discharge or other disciplinary action. Major violations by way of example and not by way of limitation, may be falsification of any documents required by the City; unauthorized disclosure of sensitive or confidential information such as tax returns; being under the influence of and/or the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; theft, pilferage or unauthorized possession of property; engaging in conduct or encouraging others to engage in conduct in violation of this Agreement, including but not limited to the no strike provision; or any offense involving gross misconduct.

C. LESSER VIOLATIONS: For violations of lesser City rules governing safety, conduct and/or health of employees, progressive discipline will be used, consistent with the seriousness of the offense and the work record of the employee.

D. NOTICE OF DISCIPLINARY ACTION: Every warning, suspension notice or discharge notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the employee receiving the warning, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. The employee shall receive a copy and the Union shall receive a copy within five (5) days of the City's gaining knowledge of the infraction unless the nature of the infraction requires additional investigation time to be determined by the City. The investigation time shall be reasonable and with notice to the Union. A copy shall be retained by the City in the employee's personnel file until the end of the respective periods set forth in Subsection E, at which time it will be removed from the employee's personnel file and placed in a separate file concerning prior disciplinary action.

E. CLEARING OF EMPLOYEE'S RECORD:

Disciplinary action will expire from an employee's work record in accordance with the following schedule:

1. ORAL REPRIMANDS - one (1) year from the date of the reprimand.

2. WRITTEN REPRIMANDS - two (2) years from the date of the reprimand.

3. SUSPENSIONS OF THREE (3) DAYS OR LESS - three (3) years from the date of the suspension.

4. SUSPENSIONS OF FOUR (4) DAYS OR MORE - four (4) years from the date of suspension.

F. HEARING: No employee will be discharged, demoted, or suspended for more than three (3) days from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee.

The City shall issue its final determination in writing within seven (7) calendar days following the close of the hearing with copies to the employee and to the Union. If the employee is discharged, suspended or demoted, as a result of the hearing, the employee shall have three (3) work days following the date of the City's final determination in which to file a grievance at Step 4 of the Grievance and Arbitration Procedure.

G. RESIGNATION IN LIEU OF DISCHARGE:

An employee may resign at any time prior to a final discharge decision and his/her personnel file shall show a voluntary resignation. If an employee resigns in accordance with this provision, the employee shall not thereafter file for unemployment compensation in a manner which will cause the City liability; and if the employee does so, the City will have the right to contend before the OBES that the employee was discharged from employment.

H. COUNSELING STATEMENTS:

In lieu of disciplinary action, an employee may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling is not disciplinary action. Records of counseling shall not be retained in the Employee's personnel file for more than one (1) year from the date of issuance.

Section 3.5 PERSONNEL FILES

An employee, or the Union with the written permission of the employee, may be permitted to review the employee's personnel file and copy any material found therein at any reasonable time and place. Should the employee, upon review of the employee's personnel file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. Reviews will be conducted on the employee's own time. Any material copied from the file will be at the expense of the employee or the Union.

It is recognized that personnel files are kept by the City at a central location as well as within the various divisions. It is the policy of the City that the division personnel file should contain nothing which is not in the central personnel file. The City will notify its Division heads of this policy in writing. This shall not affect the maintenance of separate files for expired disciplinary records, records relating to health information, etc. The employee or the Union will provide the City with 48 hours (Monday through Friday) notice in advance of the desire to inspect and copy personnel files so as to permit the City to inspect the files and to provide them for inspection and copying at one location.

Section 3.6 RIGHTS OF EMPLOYEES

Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

A. Any time that the Police chief or his/her designee conducts a disciplinary hearing with an employee, the employee shall be advised of his rights to have a Union representative and/or Union attorney present in accordance with the collective bargaining agreement. In any disciplinary hearing, each party shall have the right to question the other party's witnesses. Complaints against an officer for a violation of division policy & procedure shall be reduced to writing and signed by the complainant.

B. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning starts. Any internal Police Division questioning of the officer named in the criminal complaint and any administrative charges against that officer may be delayed until after the trial stage of the criminal case at the discretion of the police chief and shall be delayed until after the trial stage of the criminal case provided: (1) the officer involved declines to participate in the administrative investigation and (2) the officer removes himself/herself from duty without pay.

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

D. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

E. The employee shall be informed of the nature of the investigation prior to any questioning.

F. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation or make a report.

Where no complaint has been received and there is no reason to suspect a violation, City administrators, command officers and/or supervisors shall not initiate solicitation of complaints.

G. The Division may divulge the fact that a particular officer is under investigation, but may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Police Bargaining

Unit Steward when, upon inquiry, the Division divulges the fact that an officer is under investigation.

H. When an employee suspected of a violation is being interrogated in an internal departmental investigation, such interrogation will be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

I. An employee who has been charged with a violation of any Divisional policies, or Rules and Regulations, shall, upon request, be provided the opportunity to inspect and obtain written statements and any other a material as a condition of its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in extenuating circumstances.

J. Any evidence obtained in the course of an internal departmental investigation through the use of administrative pressures, threats or promises made to the employee shall not be used by the City in any subsequent court action.

K. In the course of an internal departmental investigation, a polygraph examination will be administered only with the consent of the officer under investigation. If in the course of an investigation, an employee has been given a polygraph examination, such examination shall not be used by either party in any subsequent court action.

L. When an employee is to be interviewed in an investigation of any other member of the Police Division, such interview shall be conducted in accordance with the procedure established herein.

M. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure, but commencing at the third step of such procedure.

N. Internal investigations with regard to minor violations shall be completed within forty-five (45) calendar days after the filing of the complaint.

Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred (100) calendar days after filing of the original complaint unless, upon request to the Human Resources Manager an extension of time for such investigation to be completed is granted. The Bargaining Unit must be notified of the Human Resources Manager decision upon the granting of an extension request.

An additional fifteen (15) calendar days shall be provided beyond the forty-five (45) or one hundred (100) day limits above in cases where the investigation is not initiated by internal departmental investigation.

Criminal complaints involving felony investigations shall be investigated and completed in accordance with the statute of limitations set out in the Ohio Revised Code. Such complaints may be referred for investigation to the Bureau of Criminal Identification and Investigation.

ARTICLE 4

Section 4.1 SENIORITY

Seniority or City-wide seniority shall be defined as the length of service with the City measured from the employee's most recent date of hire unless otherwise specified in this Agreement.

Bargaining unit seniority shall be defined as the length of service in an employee's regularly assigned classification as a full time Sergeant measured from the employee's most recent date of employment in that classification.

Section 4.2 PROBATIONARY PERIOD

All City employees covered by this Agreement shall be considered probationary employees during the first year of their most recent employment with the City. During the probationary period, employees will be reviewed after the first six (6) months to determine whether or not they will be retained in employment. A second such review will be made before the end of one (1) year. During probation they may be discharged or disciplined without recourse to the grievance and arbitration procedure and will receive no benefits, other than health insurance benefits, except as may be statutorily required. Employees promoted to the rank of Sergeant shall be considered probationary in that rank for a period of ninety (90) days during which time they may be demoted to their previous rank without recourse to the grievance procedure of this Agreement. Upon successful completion of the probationary period, an employee will receive seniority retroactive to the employee's most recent date of hire.

Section 4.3 LOSS OF SENIORITY

Seniority shall be considered broken and the employee shall be considered terminated when the employee is discharged for cause, voluntarily quits, overstays an approved leave of absence or any extension thereof, engages in gainful employment while on an approved leave of absence without the knowledge and written approval of the City, is absent for three (3) consecutive work days without reporting such absence to the City, is laid off for a period of time equal to the employee's seniority at the time of the lay off not to exceed a period of eighteen (18) consecutive months, or fails to report for work within five (5) working days after receipt of a certified letter notifying the employee of a recall to work following a layoff.

Section 4.4 LAYOFF/RECALL

A. LAYOFF: When there is a reduction or displacement in the work force, temporary and probationary employees in affected classifications covered by this Agreement shall be laid

off before employees with seniority. Employees in each affected classification will then be laid off beginning with the employee with the least classification seniority.

B. RECALL: An employee who is laid off or displaced will be placed on a recall list for his/her respective bargaining unit and will remain on the list until the earliest of the following occurs; (1) the employee is recalled in order of classification seniority to his/her former position; (2) the employee refuses a recall to his/her former position; or (3) the employee is laid off for a period of time equal to his/her bargaining unit seniority at the time of the layoff not to exceed a total of eighteen (18) months.

In the event of a vacancy in the Police Division, an employee on the recall list will be eligible for the same Civil Service Commission and subsequent City consideration as any employee not on layoff.

Notice of recall shall be by certified mail with return receipt sent to the employee's last known address in the City records.

Section 4.5 VACANCIES

When the City determines there is a vacancy in a new or existing classification, the City may temporarily assign an employee to work in that classification pending the filling of the vacancy. For the lowest level classifications, the City may hire to fill the vacancy. For vacancies in classifications above the lowest level, the City shall post the vacancy for five (5) calendar days during which period employees in equal or lower rated classifications will have the opportunity to sign the posting. The names of those signing the posting will be submitted to the City Civil Service Commission which shall in turn provide the City with an eligibility list consisting of six (6) individuals. Those six (6) individuals will be interviewed by the City and may be required to take a test of skills needed to perform the job. In situations where there is no Civil Service test, the City will interview the six (6) individuals with the most City-wide seniority who signed the posting.

If two or more individuals are judged to be equally qualified based upon relevant experience, civil service test scores, the interviews and skill tests, the employee with the greatest City-wide seniority shall be chosen to fill the vacancy.

A current City employee chosen to fill the vacancy will have a trial period up to a maximum of thirty (30) calendar days. During the trial period a current City employee may be disqualified or may disqualify himself/herself. An employee who is disqualified or who self disqualifies during the trial period shall return to his/her former classification or to layoff if the employee was on layoff status. An employee hired to fill a vacancy shall be governed by the Probationary Period provisions under Section 4.2 of this Agreement.

An employee chosen to fill a vacancy in a higher rated classification will be placed at the step level which will give the employee an increase in pay over his/her current classification. An employee chosen to fill a vacancy in an equal or lower rated classification will be placed in the

same step as his/her current classification. A newly hired employee will be placed at the appropriate step as determined by the City.

Section 4.6 QUARTERLY NEW EMPLOYEE LIST

The City will furnish the Union at no cost, on a quarterly basis, a list of names of all new employees along with the date each employee was hired and the classification to which each is assigned.

Section 4.7 RETURN TO LOWER RANK

At any time during the probationary period or after successful completion of the probationary period at the rank of Sergeant, an employee, with the approval of the City Administration, may voluntarily return to the rank or classification from which he or she was promoted. The rate of pay in the lower classification or rank will be determined by the employee's total length of employment in the Police Division. Upon the employee's return to the lower classification or rank, his or her bargaining unit seniority for that classification shall resume from the point at which the employee was promoted or transferred out of the bargaining unit. The rules for rate of pay and bargaining unit seniority stated in this section will also apply in the case of disciplinary demotions.

ARTICLE 5

Section 5.1 WORKING HOURS - SERGEANTS

Sergeants in the Police Division will work ten (10) eight and one quarter hour shifts, including a roll call period of fifteen (15) minutes prior to the start of each officer's duty shift, in a fourteen (14) day period. This Section shall not preclude sergeants from working a regular shift of longer duration if the parties mutually agree to its duration. There will be four (4) consecutive days off. One-half (½) hour shall be allowed during each shift for meals, subject to emergencies. Sergeants are subject to emergency call.

Section 5.2 SHIFT BIDDING AND ASSIGNMENTS

Sergeants will work on a regular shift basis for a one (1) year period. Sergeants will have the right once per year to bid shifts on the basis of bargaining unit seniority. The qualifications and experience of the employee, the number of employees necessary on a shift, and whether there is a sufficient number of qualified, experienced employees on a shift will be determined by the Chief. In the event an insufficient number of qualified, experienced employees is or would be assigned to a shift, the Chief may assign the least senior qualified, experienced employee(s) to that shift.

Notwithstanding the foregoing, the Chief may temporarily adjust individual employee schedules for the purpose of addressing individual performance or remedial training issues. Employees subject to temporary schedule changes of more than one (1) day will be provided at

least seven (7) calendar days advance written notice with an explanation for the schedule adjustment.

In the event the Employer intends to implement a general department scheduling change the parties agree to utilize the Labor Management Committee, as provided in Section 10.1, to discuss the Employer's rationale for the change and to give the parties an opportunity to discuss potential alternatives, if alternatives exist.

If, at the conclusion of the Labor Management Meeting discussion, the Employer determines to institute any general scheduling change, it shall provide at least forth-five (45) calendar days notice of the change to the employees.

If an opening develops on a shift which a Classification Senior Sergeant originally bid for, he may elect to decline his original bid and remain where he is, at which time such opening shall be offered to the next Classification Senior Sergeant who originally bid that shift as his/her first choice, and continue until filled, or if not filled will be assigned to the least Classification Senior Sergeant.

Section 5.3 OVERTIME PAY

(a) All work actually performed in excess of eight (8) hours in a day or eighty (80) hours in a fourteen (14) day period will be paid at one and one half (1 ½) times an employee's hourly rate of pay. A day is defined as a twenty-four (24) consecutive hour period, commencing at the start of the day shift. Unless specified, unworked time shall not be considered as hours worked for purposes of this Agreement, except that paid time off work on holidays, vacation and compensatory time shall be counted as hours worked for the purpose of computing overtime; provided that an employee will not receive premium pay for more hours than (s)he actually worked during the bi-weekly pay period. Only one (1) period of paid time off work will be counted for computing overtime when an employee receives pay in more than one (1) of the above categories for the same period of time (e.g. being paid holiday pay for the same day as paid vacation). Work actually performed on holidays shall be paid at one and one-half (1 ½) times an employee's hourly rate of pay. Holiday pay will be paid in accordance with Sections 7.2 and 7.3 in addition to pay for hours worked on a holiday. There shall be no pyramiding of overtime.

(b) Overtime worked for all employees must be authorized in advance by the immediate supervisor, except in case of emergencies.

(c) In order to provide an opportunity for the equalization of overtime, a list will be compiled at the conclusion of each pay period, consisting of all Sergeants and Patrol Officers listing the amount of overtime accumulated by each person for the calendar year to date. When overtime becomes available, it will be offered to the person with the least amount of overtime first and shall continue up the list with the person having worked the most overtime being called last. The list shall be reset each January based on the amount of overtime worked during the last pay period for the previous year.

Section 5.4 COMPENSATORY TIME

Employees may elect to use compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the work week in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1½) hours of compensatory time. An employee shall be able to accrue a maximum of one hundred twenty (120) hours of compensatory time. When an employee is at the maximum accumulation limit for compensatory time all overtime worked shall be paid. Requests for compensatory time off must be submitted by the employee no sooner than sixty (60) days in advance of the time being requested off. An employee will be permitted to take compensatory time off on the date requested by the employee, provided that it will not unduly interrupt the operation of the City or result in additional overtime work unless authorized by the Chief or his/her designee. Prior requests for vacation time will supersede requests to use compensatory time off at the same time. Increases from current staffing levels shall proportionately increase the number of employees who may be permitted to utilize vacation and/or compensatory time off. The Chief or his/her designee shall grant or deny the employee's request for compensatory time off within five (5) days of its submission to the appropriate command officer. Compensatory time off may be used in increments of not less than one (1) hour. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made, except for cases of termination of employment where pay shall be at the average regular rate of the employee during the last three (3) years of employment or the regular rate of the employee at the time the payment is made, whichever is higher. In the event that a Court of competent jurisdiction determines in a case brought or supported by the Union, that the prohibition of compensatory time off resulting in additional overtime work unless authorized by the Chief or his/her designee is invalid/unenforceable, the annual use shall be limited to 80 hours. Any Sergeant shall be permitted to cash in accumulated compensatory time at a minimum_of twenty (20) hours at a time. Requests shall be submitted at least two (2) pay periods in advance and shall be paid in the payroll check. Except for emergencies, the City will not force in an employee to cover a shift during the work day in which that employee is taking compensatory time off.

Section 5.5 TRADING TIME

An employee will be permitted to trade days off with another qualified employee within the same classification provided that the trade does not result in the payment of overtime or interfere with the orderly operations of the City. Three (3) days advance written notice of the trade will be provided to the City, except in cases of unforeseen emergency where the three (3) day notice period may be waived by the City. Trades will not involve more than two (2) employees and no additional trades will be permitted until the original trade is repaid. All trades must be repaid within the same pay period.

With the same three (3) day notice provisions set forth above, a Sergeant may trade days off with himself/herself provided it does not result in the payment of overtime or interfere with the orderly operations of the City.

ARTICLE 6

Section 6.1 SICKNESS, ACCIDENT, DISABILITY AND PREGNANCY LEAVES

Leaves of absence for sickness, accident or disability (including pregnancy) shall be granted in writing when the City is presented with a physician's certificate indicating the reason the employee is unable to perform his/her regular job duties and the anticipated duration of the leave. Such leaves of absence shall be for a minimum of seven (7) calendar days and a maximum of thirty (30) calendar day periods up to a maximum of one hundred eighty (180) calendar days within a twenty-four (24) month period or three hundred sixty-five (365) calendar days within a twenty-four (24) month period for a Workers' Compensation disability. Any request for extension must be accompanied by a physician's certificate setting forth the same type of information as is required for the original leave of absence. At the beginning of a leave of absence or at any time(s) during a leave of absence or any extension thereof or at the end of a leave of absence, the City may require the employee to be examined by the City's physician to determine whether or not the employee is able to perform his or her regular job duties. If the City's physician and the employee's physician are unable to agree on whether the employee is able to perform his/her regular job duties, the two physicians shall choose a third physician who shall forthwith examine the employee and whose written decision shall be final and binding upon the City, the Union and the employee. The examination by the City physician shall be at City expense and the examination by the third physician shall be borne by the City. If it is determined by the employee's physician or by the third physician that the employee is able to perform his/her regular job, the employee shall report for work the following day after being notified by the City to do so. Failure of the employee to report for work shall be considered as overstaying an approved leave of absence. An employee on a leave of absence under this Section must exhaust accrued but unused sick leave and may then use accrued but unused vacation pay. When sick leave and vacation pay are exhausted, the employee will be on an unpaid leave. Employees eligible for accident compensation benefits under Section 9.3 will not be eligible to use accrued but unused sick leave or vacation pay. The City will continue to pay health insurance premiums on behalf of an employee for the first sixty (60) days of an unpaid leave under this Section and thereafter the employee must pay the full premium rate to the City to maintain health insurance in effect.

Section 6.2 JURY DUTY AND WITNESS LEAVES

An employee called for Jury Duty must notify his/her supervisor the next workday following such notification. The City will pay the employee's full pay while the employee is on jury duty provided the employee endorses any jury duty pay he/she receives over to the City. The provisions with respect to jury duty shall apply to an employee subpoenaed as a witness in any matter arising out of his/her official capacity with the City. It is the intent of this Section that the City pay the difference between an eligible employee's straight time wage rate and what the employee received as a juror or witness for each work hour lost due to jury duty or witness duty during the employee's regular work day.

An Employee who works the afternoon or midnight shifts shall be permitted to use vacation time or compensatory time for the shift contiguous to jury duty without being subject to the limitations regarding staffing needs as stated in Sections 5.3 and 8.3.

Section 6.3 BEREAVEMENT LEAVE

In case of death of an employee's child, current spouse, mother, father, brother or sister, grandmother, grandfather, grandchild or any other relative who resides in the household of the employee, the Mayor or the Mayor's designee may, upon request grant a leave of absence from the day of death, until and including the day after the funeral not to exceed three (3) working days to employees with seniority. Full-time employees will receive eight (8) hours pay as applicable at the applicable straight time rate for each day of funeral leave.

In case of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, or stepchild, the employee will be granted a leave of absence from the date of death until and including the day after the funeral not to exceed two (2) working days to employees with seniority. Full-time employees will receive eight (8) hours of pay or twenty four (24) hours pay as applicable at the applicable straight time rate for each day of funeral leave, provided that the second day of such leave shall be charged as paid sick leave.

If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral leave or the holiday, but not for both.

In case the funeral or burial is one hundred fifty (150) miles or more from the City of Perrysburg, the employee will be entitled to one (1) additional workday of paid sick leave, if the employee is scheduled to work that day.

Section 6.4 MILITARY LEAVES

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or the reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours. The employee shall remit to the Employer allowances and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status. Employees called to active service for periods longer than one month pursuant to an executive order, act of Congress, or order of the Governor shall be compensated for said period of active service in accordance with applicable law.

Weekend Military Duty. The City will compensate any employee covered by this Agreement two full eight hour shifts or equivalent (16 hours) leave of absence, whether or not the direct duty hours conflict for that entire length of time when said employees are required to conduct weekend military drills covering a 48 hour period with the Ohio Air National Guard or similar military unit. Compensation hereunder is contingent upon the City's prior receipt of a copy of the written military orders and shall not be granted more frequently than monthly.

The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

Section 6.5 PERSONAL LEAVE OF ABSENCE

The Mayor or the Mayor's designee may grant employees a leave of absence without pay for such purposes, periods of time and under such conditions that the Mayor or the Mayor's designee may specify. An employee must submit written application to the Mayor or the Mayor's designee. Such leaves will be considered with due regard to the needs of the employee.

Section 6.6 FATAL FORCE LEAVE

When an employee has to administer such force as to fall into the category of Fatal Force, the employee shall not be required, pursuant to *Garrity*, to respond to internal investigation inquiry within twenty-four (24) hours following the event. In the event the employee has to administer Fatal Force, the employee may request, or the Chief of Police may require, the employee to have necessary time off or a reassignment to an office detail if available within the terms of this Agreement, to relieve the stress resulting from the use of Fatal Force. Necessary time off or reassignment shall not initially exceed seven (7) calendar days per incident, unless extended by the Chief where additional leave is necessary. To qualify for Fatal Force leave, the employee must be evaluated by a qualified practitioner, chosen by the City, and determined to be in need of such leave; and if a course of treatment is required, the employee must agree to undergo same with a practitioner chosen by the City. The City will pay the difference in cost between what the health insurance covers and the employee's liability for up to five (5) one hour counseling sessions. An employee off work on a Fatal Force leave will receive his/her regular rate of pay for all straight time hours of work missed during the employee's regular work schedule. Said leave shall not be charged against the employee's sick leave credit.

Section 6.7 FAMILY MEDICAL LEAVE

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. Only to the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits shall be accorded to employees eligible therefore under the act and regulations issued pursuant to it.

Nothing contained in this section shall affect compensatory time under Section 5.3 nor vacations under Article 8.

ARTICLE 7

Section 7.1 PAID HOLIDAYS

The following shall be celebrated as paid holidays:

The first day of January	The second Monday in October
The third Monday in January	The eleventh day in November
The third Monday in February	The fourth Thursday in November
The last Monday in May	The Friday following the fourth
The Fourth day of July	Thursday in November
The first Monday in September	The twenty fifth day of December

Section 7.2 QUALIFICATION FOR HOLIDAY PAY

To qualify for holiday pay an employee must have (a) worked at least one (1) of the last seven (7) work days immediately preceding the holiday unless on vacation or jury duty, and (b) worked his/her last full scheduled workday immediately preceding the holiday and next full scheduled workday following the holiday (whether or not either qualifying day in the same workweek as the holiday), unless the employee's failure to work either or both qualifying days is due to the employee's being on paid time off work approved in advance by the City. For an employee on paid sick leave only, approval in advance shall mean that the employee notifies his/her supervisor of that absence at least thirty (30) minutes before the scheduled start of the employee's shift.

Section 7.3 HOLIDAY PAY

An employee shall receive eight (8) hours pay for a holiday set forth above in Section 7.1, provided the employee qualifies for holiday pay under Section 7.2.

Section 7.4 WEEKEND HOLIDAYS

When any of the holidays specified in this Section 7.1 falls on a Sunday, it shall be celebrated on the following Monday. When any such holiday falls on Saturday, it shall be celebrated on the preceding Friday. The foregoing will only apply to Sergeants whose work schedules are Monday through Friday. Sergeants whose regular work assignments require them to work on weekends will celebrate weekend holidays on the weekend that the holiday occurs. No employee will celebrate the same holiday twice in one year.

Section 7.5 HOLIDAY DURING VACATION

Where a holiday occurs while an employee is on vacation, if the employee is eligible under Section 7.2 the employee will receive holiday pay in addition to vacation pay for the day of the holiday.

ARTICLE 8

Section 8.1 VACATIONS

The following will be the schedule for full vacation time off and pay for eligible employees.

(A) At the end of one (1) year of employment through the end of five (5) years of employment, an employee will be entitled to ten (10) working days per year.

(B) At the beginning of six (6) years of employment through the end of eleven (11) years of employment, an employee will be entitled to fifteen (15) working days per year.

(C) At the beginning of twelve (12) years of employment through the end of nineteen (19) years of employment, an employee will be entitled to twenty (20 working days per year).

(D) At the beginning of twenty (20) years of employment through the end of twenty-five (25) years of employment, an employee will be entitled to twenty-five (25) working days per year.

(E) At the beginning of twenty-six (26) years of employment, an employee will be entitled to thirty (30) working days per year.

Section 8.2 VACATION ELIGIBILITY

To be eligible for any paid vacation an employee must have completed one (1) year of employment with the City (measured from the most recent date of hire). An employee must work 2080 hours during his/her anniversary year to be eligible for a full paid vacation. An employee must work at least 1040 hours but less than 2080 hours during his/her anniversary year to be eligible for a prorated paid vacation, based upon a proration formula of actual hours worked versus 2080 hours. For purposes of computing hours worked under this Section, an overtime or premium hour counts as one (1) hour worked, time off work on vacation and holidays shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a maximum of 120 lost work hours shall be considered as hours worked.

The City counts all prior service credit with the State of Ohio or its political subdivisions for the purposes of computing the amount of vacation time off and assigns as an anniversary date for vacation purposes the employee's hire date with the most recent State of Ohio or political subdivision employer prior to employment with the City. This applies to all persons hired by the City before July 5, 1987. Those hired after July 5, 1987 by the City will have only prior service with the City counted for determining the amount of vacation time off and their anniversary date will be their current seniority date.

The City requires all employees to be employed by the City for one (1) year before becoming eligible for vacation

Section 8.3 VACATION SCHEDULING

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. No unused vacation will be carried over into a subsequent anniversary year. If the requirements of the City cause the employee to be unable to take all of his/her vacation, the City will pay the employee for the portion of earned vacation that is unused during the employee's anniversary year. All vacations must be approved in advance by the Division Head or designee, such approval being consistent with the needs of the City.

A vacation list will be posted by January 7th each year, and employees will have until March 1st to choose vacation periods with most senior classification employee having first choice. Any vacation scheduled after March 1st will be granted on the basis of first-come first-served, provided the City is able to get coverage for the vacation. No more than one (1) Sergeant per shift can be off on vacation at any time without the approval of the Chief or his/her designee.

Vacation time may be used in increments of four (4) hours.

When the use of vacation is to commence more than seventy-two (72) hours after request is made by the employee, a written reply will be returned to the employee within said seventy-two (72) hours. When necessary, if no one volunteers to fill the shift of an employee requesting vacation hereunder, the City will exercise its authority to force in an employee by inverse order of classification seniority or if none is available, by forcing the employee on the prior shift to stay. Under no circumstance will the City force in an employee who is already on a day off for vacation under this provision.

ARTICLE 9

Section 9.1 INSURANCE

(A) HEALTH INSURANCE: In accordance with Sections 4.2 and 6.6 of this Agreement, the City will maintain substantially equal health insurance benefits to those currently in effect as described in the respective insurance booklets. From time to time the City may elect to change carriers and coverage provided that such change shall not substantially reduce coverage from the current levels. The City will pay 100% of the cost of the health insurance premium through February 2012 . The coverages provided hereunder shall be subject to the MMO Super Med Plus Network with a 20% steerage differential and shall be extended to dependent children residing in the household of the employee through age 20 and to dependent children of the employee attending accredited colleges and universities through age 23 subject to receipt by the City of proof of such full-time attendance. A City wide Health Insurance Committee consisting of two (2) voting entities of equal representation of labor (representative of each unit) and Management with authority to negotiate coverage changes and other health insurance benefit design modifications through consensus will be established. Within each entity, majority will determine their vote Agreement between entities must be reached before a change can be made. Said changes will be for all Employees/Unions.

(B) LIFE INSURANCE: The City shall provide $55,000 of life insurance for the duration of this Agreement at no cost to employees with seniority who are on the active payroll.

(C) OPTICAL COVERAGE: Each employee shall be entitled to $375.00 aggregate reimbursement over the life of the Agreement for eye examinations, frames and lenses for the employee, spouse and dependent child living in household to age 18. This benefit shall remain in effect pending review by the insurance committee which will have authority to determine coverage, benefits and cost sharing for optical benefits.

(D) DENTAL INSURANCE: The City shall provide dental insurance substantially equivalent to Delta Dental Plan No. 2 and Delta Orthodontic Plan B (50% coverage to a total coverage of $2,000.00 or a maximum of $4,000 of orthodontic services which shall extend to employees and spouses as well as dependents to age 19). In the case of single coverage, the cost of Dental insurance will be borne 72.1% by the City and 27.9% by the employee. In the case of family coverage, the cost will be borne 78% by the City and 22% by the employee.

Section 9.2 PAID SICK LEAVE

A. Employees shall accumulate sick leave at the rate of .0577 hours for each hour worked, not to exceed a total of 120 hours in an employee's anniversary year. For purposes of this Section, paid time off work for vacation, holidays, bereavement, jury duty, annual temporary active military status and non-workers compensable sickness, accident, disability and pregnancy leaves up to thirty (30) days per calendar year shall be counted as hours worked for purposes of calculating accrued sick leave. Except where sick leave accrued from previous employment is credited to an employee as required by law, a newly hired employee shall be advanced 48 hours of sick leave and will earn no further sick leave until the initial advancement has been accumulated in accordance with the formula set forth in this Section.

B. Accumulated, but unused, sick leave may be used by the employee because of personal illness, accident or disability (including pregnancy of the employee) or FMLA qualifying family illness in accordance with Sections 6.1, 6.7 and 9.3 of this Agreement. Paid sick leave will not be used for the purpose of attending workers' compensation hearings or appeals. Up to seven (7) work days, per calendar year, of accumulated, unused sick leave may be used because of non-FMLA qualifying illness or injury in the employee's immediate family. Immediate family shall mean spouse, child, parent, brother or sister or an individual that resides in the household of the employee. Up to seven (7) work days of accumulated, unused sick leave may be used as parental leave by an employee following the delivery of the spouse of such employee or following the day of adoption of a child by such employee. Said use of sick pay shall be charged against eligibility for family medical leave under Section 6.7 of this Agreement. Sick leave may not be used for an absence due to an injury or illness arising out of or in the course of employment with another employer where such injury or illness is compensable by workers' compensation. The most recent sick leave credit earned will be the first to be used.

C. An employee may be required to furnish written documentation satisfactory to the City to justify the use of sick leave. Use of paid sick leave for any period of time for which other paid time off was requested and denied shall require such proof. Falsification of any required justification for use of sick leave may be grounds for discharge.

D. An employee may continue to accumulate unused sick leave without limit. Upon normal retirement under the appropriate State of Ohio retirement system after ten (10) years of credited service (except for disability retirements which will not require credited service minimum) or upon death, or upon termination of employment, other than for disciplinary reasons, after fifteen (15) years of service with the City of Perrysburg, an employee will be paid for accumulated, unused sick leave as follows:

> An employee will be paid for (a) one-fourth (¼) of the first 1000 hours of accrued and unused sick pay; (b) one-half (½) of the next 1250 hours of accrued and unused sick pay minus any hours of sick pay accrued and unused prior to September 14, 1976, and (c) all of the next 125 hours of accrued and unused sick pay for an aggregate total not to exceed 1000 hours.

If an employee is killed in the line of duty, one half (1/2) of the employee's accumulated and unused sick leave shall be paid to the employee's spouse or, if the employee is unmarried, to the employee's estate.

E. Use of Sick Leave shall be calculated based upon the number of work hours an employee was absent during the employee's normal work day. Sick Leave may be used in one-half (½) hour increments.

Section 9.3 ACCIDENT COMPENSATION

A. An employee injured while at work for the City through no fault of his/her own and not in violation of City safety rules, regulations or practices and who is unable to perform his/her regular job duties will receive his/her regular base pay for up to one (1) year. Accident compensation will be available for Workers' Compensation leaves under Section 6.7 of this Agreement.

B. To be qualified for accident compensation or continued accident compensation, the City may require the same types of proof of continuing disability as are required for sickness, accident or disability leaves under Section 6.1.

C. The City may, at its option, require the employee to be assigned other duties during the period he/she is disabled provided he/she is capable of performing those duties in the opinion of a physician. Said temporary assignment shall not be for more than one (1) year measured from the first day of the disability and the employee shall receive his/her regular rate of pay during the temporary assignment.

D. In the event the disability is determined to be permanent in the opinion of a physician, the employee shall avail himself/herself of the disability benefits provided by the State Workers' Compensation Law and the Ohio Police and Fire Pension Fund (OP&F).

Section 9.4 RETIREMENT BENEFITS

Employees covered by this Agreement shall continue to participate in the Ohio Police and Fire Pension Fund (OP&F). Each employee's mandatory contributions to the Ohio Police and Fire Pension Fund (OP&F) shall be designated as "picked up" by the City as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by their current percentage amount of the employee's mandatory Ohio Police and Fire Pension Fund (OP&F) contribution which has been designated as "picked up" by the City, and that the amount designated as "picked up" by the City shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the City's total contribution to the Police Relief and Pension Fund increased thereby.

Section 9.5 DEFERRED COMPENSATION

All eligible employees of the City shall have the opportunity to join the Ohio Public Employees Deferred Compensation Program. The Mayor and City Clerk shall execute an agreement with the Ohio Public Employees Deferred Compensation Board on terms and conditions in the best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred Compensation Board to offer the program to all eligible employees of the City and to administer the Program on behalf of such employees.

Section 9.6 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to make available to employees and their eligible family members an Employee Assistance Program ("EAP") that is the same or substantially similar to that which is currently available. A copy of that current EAP Agreement is attached hereto as Appendix C.

ARTICLE 10

Section 10.1 UNION REPRESENTATION

A. The Union shall have a Director and an Assistant Director who shall act in the absence of the Director. The Union shall notify the City in writing at any time a Director or Assistant Director is designated or at such other times as there is a change.

The Director or Assistant Director shall be allowed reasonable time to adjust grievances and to conduct other union duties in connection with the administration of this Agreement during regular working hours, without loss of pay. The Director or Assistant Director shall have the right to be present when an employee is disciplined and may be present upon request of the employee at any investigatory interview which may lead to discipline. It shall be the responsibility of the Union, upon reasonable notice, to have a representative available to fulfill this function. When the Director or Assistant Director cannot leave the City; except that where a Sergeant is disciplined for conduct within twenty (20) miles of the City limits and such discipline is grieved, the Director or Assistant Director can investigate where the conduct occurred if

necessary in order to process the grievance. The Director or Assistant Director will notify his/her immediate supervisor when beginning to perform union duties and will again notify his/her immediate supervisor when ceasing to perform union duties. The Union agrees to cooperate with the City to prevent any abuse of such "reasonable time" under and of the provisions of this Section by the Director or Assistant Director or Negotiating Committee, and recognizes that abuse of "reasonable time" by the Director or Assistant Director or Negotiating Committee, may be cause for disciplinary action against the Director or Assistant Director by the City.

Members of the Negotiating Committee shall be paid for straight time hours of work lost during contract negotiations and for reasonable time preparing for negotiations. The Negotiating Committee shall not exceed two (2) employees who shall be designated at the outset of negotiations.

The Director and officers will be permitted to attend monthly evening meetings of the union conducted within the City of Perrysburg without loss of pay provided they are able to remain on call while in attendance at the meetings.

B. Upon written request from the Union to the Mayor or Mayor's designee, the City will, in a manner consistent with the Ohio Public Employees Bargaining Act, either provide the Union with access to or provide the Union with public information, the disclosure of which is not prohibited by law, provided such information is demonstrably relevant to the Union's role as collective bargaining representative and/or for the processing of a particular grievance. Said written request shall set forth in detail the kinds of information requested and the reason(s) for such request.

Section 10.1.1 LABOR-MANAGEMENT COMMITTEE

A. In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management Committee shall be comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

B. Either party may request a Labor-Management Committee meeting if a recurring or an emergency meeting must be scheduled. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agenda, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

1. Administration of this Agreement;
2. Changes made by the City, which might affect bargaining unit members;
3. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;

4. General information of interest to the parties;
5. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
6. Ways to improve efficiency and work performance; and
7. Training matters.

C. To the extent possible, Labor Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regularly scheduled hours of work.

D. Written responses to items discussed at Labor-Management Committee meetings, promised by City or Union representatives, shall be submitted to the other party's representatives who attend such meetings within 10 calendar days after any such meeting, unless the parties mutually agree to a time extension.

Section 10.2 SAVINGS CLAUSE

It is the intent of the parties that the provisions of this Agreement conform to applicable federal, state or local law. If any provision of this Agreement violates any federal, state or local laws as presently enacted or enacted or amended during the term of this Agreement, such provision shall be inoperative to the extent that it is at variance with such law, but all remaining provisions of this Agreement shall remain in full force and effect. The parties shall discuss any provision found to be unlawful and any remaining differences between the City and the Union with respect to such provision may be resolved by any mutually agreed upon procedure. In order to comply with the maximum number of straight time hours an employee may work during a given period of time under applicable federal and/or state law, the work hours and schedule of each employee may be altered or otherwise determined by the City.

Section 10.3 ADDRESSES/PHONE NUMBERS

For purposes of this Agreement, it shall be the sole responsibility of each employee to inform the City in writing of the employee's current address and current telephone number at which he/she can be reached within five (5) working days following the effective date of this Agreement and thereafter within five (5) working days of any change in either address or telephone number. The City shall provide forms for such changes. The change form shall be delivered to the Human Resources Manager and the City shall change the employee's records, file a copy of the form in the employee's personnel file and provide the Union with a copy. For purposes of this Agreement, the City shall have a right to rely upon the most current address and telephone number for an employee as shown on the City records.

Section 10.4 NONDISCRIMINATION

Neither the City nor the Union shall unlawfully discriminate against any employee because of race, creed, color, sex, age, religion or handicap or because of Union activity not in violation of this Agreement. Because of the existence of adequate federal and state remedial

procedures, alleged violations of this Section shall be referable to Step 3 of the Grievance Procedure but not to arbitration.

All references to employee(s) in this collective bargaining agreement designate both sexes.

The City agrees not to interfere with the rights of employee(s) to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City of its representatives against any lawful employee activity permitted by this Agreement in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employee(s) in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce in an effort to recruit membership to the Union.

Nothing contained in this Agreement shall prevent the City from complying with the requirements of federal or state handicap or disability laws.

Section 10.5 PAY PERIODS

Pay periods for all employees shall be biweekly. Pay days shall be every other Friday, unless the selected Friday falls on a holiday on which employees do not normally work. In such event, pay day shall be on the first regular workday preceding such holiday.

Section 10.6 ATTENDANCE AT CONFERENCES

Employees authorized or directed by the Mayor or Director of Public Safety to attend a conference, convention, school, seminar, workshop or other training or educational function relating to the employee's duty assignment or other function of municipal concern will be reimbursed for the employee's reasonable and necessary expenses incurred, such as registration fees and tuition, meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for meals and gratuities for meals will be at the applicable federal per diem rates at the time of the conference. There shall be no reimbursement for the cost of any alcoholic beverages. When travel is directed in the employee's own vehicle, the employee will be reimbursed at the rate per mile as authorized by the State of Ohio at the time of travel. No reimbursement will be made without proof or certification of such expenditures submitted with the employee's claim for reimbursement. Reimbursement of gratuities for meals shall be limited to twenty percent (20%) of the total bill for each meal. When submitting requests for reimbursement provided under this section, Employees must submit the request on the form provided by the City which details the date on which each expense was incurred and the specific cost of each item for which the Employee seeks reimbursement. The reimbursement request form shall be accompanied by itemized receipts, if applicable for the costs the employee seeks to have reimbursed by the City. When payment in advance of attendance and travel is authorized by the Mayor or City Administrator, any amount due and owing the City by the employee shall be repaid to the City upon the employee's completion of attendance and travel. Employees will not be compensated for hours of attendance at the foregoing functions unless they were

otherwise scheduled to work those hours or attendance at the function is ordered by the Chief of Police.

Section 10.7 UNIFORMS

A. SERGEANT UNIFORMS

The City shall establish a uniform account for each Sergeant to be used for the purchase, alteration and/or repair of approved uniforms consisting of jacket, coat, shirt, tie, cap, shoes, skirt or slacks and attendant gear and equipment, and the replacement of personal property damaged in the line of duty as approved by the Chief. For the purposes of this Section, "personal property" will include those items the employee needs for the performance of his or her duties of employment such as a watch or eyeglasses or similar job related personal effects. Uniform accounts shall not be used to pay for normal cleaning and laundry expenses. In each calendar year, the City shall deposit Nine Hundred ($900.00) Dollars in the account of each Sergeant at the time of hire and Forty-one and 66/100 ($41.66) Dollars per month in the account for each remaining month of that calendar year. In each calendar year thereafter, the City shall deposit Five Hundred ($500.00) Dollars in the account of each Sergeant. For duty assignments requiring additional equipment, the City shall deposit an additional $200.00 at the outset of the assignment and an additional $100.00 during each year of the continuation of the assignment, in the account of each Sergeant.

B. UNIFORMS PROVIDED

In lieu of the amounts of money set forth above, the City may substitute new or used uniform items, the fair value (reasonable alteration costs, straight line depreciation based on original cost and expected life of new item, and allowance for unusual wear) shall be deducted from the amounts set forth above for Sergeants.

C. UNIFORMS GENERALLY

All expenditures under the provisions of this Section must be authorized by the Chief of Police and the Director of Public Safety with payment in all cases being made by the City directly to the vendor supplying the uniform item or services in connection therewith. The balance of each individual account will be carried over each year, but shall not accumulate to more than one thousand dollars ($1,000); provided that balances existing on June 19, 2009, in excess of one thousand dollars ($1,000.00) shall remain available to employees until they have used such sums down the allowable maximum of one thousand dollars ($1,000.00). The balance of any individual account will be turned over to the City's General Fund when an employee leaves employment of the Police Division. All uniforms provided or purchased pursuant to this Section shall be kept in acceptable condition and must be returned to the City when the employee's employment with the Police Division is voluntarily or involuntarily terminated. Failure of an employee to comply with the requirements of the preceding sentence shall be cause for deducting the reasonable value of the uniform items from moneys otherwise due the employee.

D. UNIFORM CLEANING

A $250.00 per contract year uniform cleaning allowance shall be established for each Sergeant.

E. SAFETY GLASSES AND SAFETY SHOES

The City will permit employees to purchase prescription safety glasses and safety shoes at whatever savings the City is able to obtain from Vendors.

Section 10.8 CHECK-OFF DUES, FEES AND ASSESSMENTS

The City will deduct dues, fees and assessments owed to the Union from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The City will remit said dues, fees and assessments to the Union by the Fifteenth (15th) day of the month following the month in which the check-off is made.

The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing the employees as a result of compliance with the provisions of this Section.

Any dispute as to whether an employee properly executed or properly revoked a check-off authorization shall be considered as an option to pay the fair share fee.

Section 10.9 AGENCY SHOP

All employees in the bargaining unit who, sixty (60) days from the date this Agreement is signed, or upon completion of probationary period or extended probationary period, whichever is later, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the Union. The deduction of the fair share fee by the City from the payroll check of an employee is automatic and does not require written authorization of the employee. The Union shall prescribe an internal rebate procedure which conforms to applicable law including Ohio Revised Code Section 4117.09(C). Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 10.8. This fair share agreement between the City and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the same bargaining unit. The provisions of Section 4117.09(C), paragraph 3, of the Ohio Revised Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing an employee as a result of the City's compliance with the provisions of this Section.

Section 10.10 BULLETIN BOARD

The City shall provide employees with a bulletin board which shall be used exclusively for the purpose of posting notices pertaining to official Union matters and activities. The specific sites shall be mutually determined by the parties.

Section 10.11 SUBCONTRACTING

When the subcontracting of bargaining unit work is likely to cause the layoff of bargaining unit employees, the City will engage in meaningful discussions (not negotiations) with the Union to determine whether the work can be economically and efficiently performed by members of the bargaining unit.

In the event the City determines that the work cannot be efficiently and economically performed by members of the bargaining unit and decides to subcontract the work, the following shall apply to employees facing permanent layoff:

(1) An employee facing permanent layoff shall have the right to bump a less senior employee within the same bargaining unit provided he/she has the skill and ability to perform the job. Such an employee shall have a ten (10) working day trial period in which to demonstrate he/she has the necessary skill and ability to perform the job, at the end of which the employee will be permanently laid off if he/she is unable to demonstrate such skill and ability.

(2) An employee who is unable to bump another employee or who is unable to demonstrate the necessary skill and ability during the trial period and will thus be permanently laid off will be entitled (a) to have his/her health insurance paid by the City for a period of six (6) months or until he/she begins employment with another employer, whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1) year's service with the City.

Section 10.12 COLLECTIVE AGREEMENTS

The City shall not make or negotiate any collective bargaining agreement with any bargaining unit employee individually or collectively. Any collective bargaining agreement entered into by the City and bargaining unit employees shall be through duly authorized representatives of the Union. Any other collective bargaining agreements shall be of no effect.

Section 10.13 INSURABILITY OF VEHICLE OPERATORS

If a core duty of an employee is to operate a vehicle and the employee is uninsurable, or if insuring the employee would require an exorbitant increase in the cost of the insurance, the employee may utilize his or her City seniority to transfer to another job in the bargaining unit for which he/she is qualified.

The employee will be provided the opportunity to pay the difference between the normal insurance rate to all City employees and that amount which is deemed exorbitant.

In the event that no alternate job or position is available to an employee who is placed in the above situation, the City will provide the employee the opportunity to obtain substitute insurance coverage with a carrier acceptable to the City and with the same coverage limits as the City normally has. The City will contribute to said substitute insurance carrier an amount equal to the cost currently expended for other members of the bargaining unit. The employee will pay the difference between the normal expense and inflated premium rate.

Section 10.14 OUTSIDE EMPLOYMENT

If a Sergeant intends to use all or part of his/her uniform in the performance of employment for another employer, the officer must first make a written request to the Chief before the outside employment begins. All such request must be approved by the Chief before the outside employment begins.

Section 10.15 COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the City, the Union and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union and/or the City. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

Section 10.16 SUBSTANCE ABUSE PROGRAM

The City's program for substance abuse is attached as Appendix "B" to this Agreement and is fully incorporated as if written herein.

ARTICLE 11

Section 11.1 CLASSIFICATIONS AND RATES OF PAY

The rates of pay of Sergeants are set forth in Appendix "A" which is hereby incorporated by reference.

The City shall notify and discuss with the Union any new classification and the rate or rates of pay assigned thereto under this Agreement. After discussion with the Union, the City shall notify the Union in writing of the classification and rate or rates of pay assigned thereto not less than fourteen (14) calendar days prior to the date the new classification is to take effect. In the event the Union disagrees with the rate or rates of pay assigned to the new classification, the Union may file a grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of when the Union receives the written notice from the City.

When there is a dispute over whether or not a classification comes under this Agreement, another agreement, or no agreement at all, such dispute shall be resolved by the State Employment Relations Board or by any other mutually agreed to procedure which will bind all affected parties.

The classification/wage proposals submitted to arbitration shall not become effective until an arbitrator's award is received by both parties regarding the propriety of the classification/wage proposals.

Section 11.2 SHIFT DIFFERENTIAL

In divisions where employees work more than one shift, employees working the afternoon shift shall be compensated an additional sum of forty-five cents ($.45) per hour for each hour worked during such shift. Employees working the midnight shift shall be compensated an additional sum of forty-five cents ($.45) per hour for each hour worked. It is understood that in divisions operating with rotating shifts, all employees working on rotating shifts must do so on a basis to be designated by the Chief of Police and the Human Resources Manager.

Section 11.3 LONGEVITY PAY

Each eligible full-time permanent employee of the Sergeant bargaining unit, hired prior to March 1, 2012, shall receive longevity pay equal to fifty-five dollars ($55.00) for each year, or part thereof of service to be paid with the first pay in July. However, no such longevity pay shall accrue until such employee has completed twelve (12) years of employment with the City as of January 1, preceding the first such longevity payment. Eligibility and years of service will be determined as of January 1 of each year.

Section 11.4. WORK PERFORMED OUT OF CLASSIFICATION

When the immediate supervisor is absent from his normally scheduled shift for a period of two (2) or more hours, the most senior qualified and available employee will be assigned to work in the supervisor's place and paid an additional one dollar ($1.00) per hour for all hours the employee is assigned to work in place of the supervisor.

The two (2) hour minimum limit will not apply where the City knows in advance of the state of the shift that the immediate supervisor will be absent for the shift that day.

Section 11.5 ON-CALL PAY

Sergeants may be designated as "on call" officers. All officers so designated shall serve in that capacity and be subject to emergency call out on a weekly rotation basis. The on call officer will be provided a pager and shall be required to have and use it during his weekly designation as such. The on call officer shall be paid $25.00 for each scheduled work day and $30.00 for each scheduled day off served as such in addition to the applicable rate of pay for all hours actually worked on the job.

ARTICLE 12

Section 12.1 NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union and its members, individually and collectively, will not cause or take part in any strike, picketing, slow-down or other curtailment or restricting or interfering with work of the City. The City agrees not to engage in any lockout during the term of this Agreement. The parties recognize the right of the City to take disciplinary action, including discharge, against any employee or employees who instigate or participate in a violation of this Section, whether such action is taken against all of the instigators or participants or against only selected instigators or participants. When the City determines that a violation of this Section is occurring it shall immediately make every reasonable attempt to notify the Union of such occurrence and the Union shall immediately make every reasonable attempt to cause the employees to cease violating this Section. For the first four (4) hours following the commencement of a violation of this Article, the City shall have the right to take any disciplinary action short of discharge. Thereafter, the City shall have the right to take any disciplinary action including discharge. Any employee disciplined or discharged for violation of this Section shall have recourse to the grievance and arbitration procedure under this Agreement solely as to the issue of whether or not the employee instigated or participated in a violation of this Section, but not as to disciplinary action taken. Disciplinary action taken shall not be appealable to the State Personnel Board of Review. The City shall have the right to seek such remedies as a court may deem appropriate for a violation of the provisions of this Article.

Section 12.1.1 EMPLOYEE LIABILITY

Consistent with the Ohio Revised Code, Chapter 2744.07, the City shall provide for the defense of an employee in any civil action brought against the employee by reason of employment with City of Perrysburg. The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the City decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C). Representation and defense by the City 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 employment.

ARTICLE 13

Section 13.1 DURATION OF AGREEMENT

This agreement shall be effective from March 1, 2012, except as otherwise specifically provided herein, and shall continue in effect through February 28, 2015 and shall continue in full force and effect from year to year unless written notice of desire to cancel, terminate or modify the contract in whole or in part is served by either party on the other on or after September 1 of the year prior to the expiration date of this Agreement. When a notice to cancel, terminate or modify this Agreement is timely served, the parties shall meet and negotiate expeditiously and in

good faith with a shared goal to complete whatever proposed amendments, additions, or deletions they so choose within forty-five (45) days after the filing of the Notice to Negotiate with the State Employment Relations Board (SERB).

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement and several other copies hereof this 16th day of May, 2012.

CITY OF PERRYSBURG

By _____
Nelson D. Evans, Mayor

By _____
David Creps, Finance Director

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By _____
Michelle T. Sullivan

By _____
Patrick McGuire

By _____
Jack Otte

This Agreement subject to approval by the Council of the City of Perrysburg, Ohio.

161294.DOC

15.1 Hourly Wage Matrix SERGEANTS

Years >	1	1	2	2	
STEP*	**A**	**B**	**C**	**D**	**E**
*March 2012					
1.75% 2012 Base	$ 30.85	$ 31.61	$ 32.41	$ 33.21	$ 34.04
*March 2013					
1.75% 2013 Base	$ 31.39	$ 32.17	$ 32.97	$ 33.79	$ 34.63

* One-year interval between Steps A, B and C, two-year intervals between Steps C, D and E. Hourly pay rates are effective with the first payroll period in March.

Newly promoted sergeants shall start at Step A; except that upon promotion from the rank of patrol officer with the City of Perrysburg, an employee will be placed at the pay/step level which is not less than the amount the employee received when acting as officer in charge.

Between September 1 and October 1, 2013, either party may, by written notice to the other, reopen regotiations for wage rates to be effective on or after the first pay period in March 2014. This wage re-opener provision shall cease to have effect upon the expiration of this Agreement (February 28, 2015).

City match of up to 3% on annuity program expired February 28, 2005. Only bargaining unit members who were in the bargaining unit on or before March 1, 2005, may continue to participate in the annuity program without City match.

Direct deposit shall be mandatory for all employees.

As recognition for the reduction of roll call overtime, a lump sum equitable adjustment payment of $2,500 shall be paid to each bargaining unit employee with the first full payroll period in March of 2012 and again with the first full payroll period in March of 2013.

APPENDIX "B"

CITY OF PERRYSBURG
SERGEANTS UNIT

PROGRAM FOR SUBSTANCE ABUSE

1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or (2) randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers Compensation Drug Free Workplace Program; or (3) post-accident; where the employee is involved in an on-the-job driving accident that results in injury or death, or a citation to the employee under state or local law for a moving traffic violation arising from the accident or when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene. An employee in such an accident is required to report it as soon as possible to the supervisor. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. No alcohol whatsoever will be tolerated except for concentrations below .04 from hygienic and/or medicinal sources.

3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, papa amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS

3. Benzodiazepines	300 ng/ml	500 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	200 ng/ml
7. Methaqualone	300 ng/ml	200 ng/ml
8. Opiates	300 ng/ml	300 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - No alcohol whatsoever will be tolerated except for concentrations below .04 from hygienic and/or medicinal sources.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

4. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently St. Lukes Hospital) using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

5. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medial leave of absence without pay

for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that a the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in paragraph 9 below. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

6. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the FOP shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

7. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

8. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

9. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

10. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

11. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

12. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

13. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

161294.DOC

SERGEANTS BARGAINING UNIT
LETTER OF UNDERSTANDING NO. 1

SUBCONTRACTING

The City agrees that it will not subcontract bargaining unit work during the term of the 2012-2015 Agreement.

CITY OF PERRYSBURG

By: _____
Nelson Evans, Mayor

By: _____
David Creps, Finance Director

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: _____
Michelle T. Sullivan

By: _____
Patrick McGuire

By: _____
Jack Otte

Dated: May 16, 2012
161294.DOC

SERGEANTS BARGAINING UNIT
LETTER OF UNDERSTANDING NO. 2

ADDITIONAL BENEFITS WHILE ON ACTIVE MILITARY DUTY LEAVE

Notwithstanding the provisions of Section 6.4 Military Leaves of the Collective Bargaining Agreement between the parties, until the earlier of September 31, 2015 or the cessation of United States Military action in support of hostilities in the nation of Iraq, the following benefits shall be accorded to employees who are called to temporary active duty status in any branch of the United States Military:

1. While on temporary active status, the City will continue to provide the same health insurance benefits that the employee was provided under the applicable insurance policy or collective bargaining agreement.

2. While on temporary active status beyond the time period specified in the personnel policy or collective bargaining unit, the City will pay the employee the difference between their gross military pay and their gross straight time City pay. An employee must first exhaust accrued but unused vacation and compensatory time before the pay differential provision will apply.

3. The above provisions will be in effect retroactively to March 1, 2012 and until September 31, 2015 at which time a review will be conducted to determine if an extension of the provision is appropriate.

CITY OF PERRYSBURG

By _____
Nelson D. Evans, Mayor

By _____
David Creps, Clerk

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By _____
Michelle Sullivan

By _____
Patrick McGuire

By _____
Jack Otte

Dated: May 16, 2012
161294.DOC