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**EXHIBIT A**

**AN AGREEMENT**

**between the**

**CITY OF RITTMAN, OHIO**

**and**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Sergeants/Patrol/Detectives)  
(Dispatchers)**

**EFFECTIVE: Upon Execution  
EXPIRES: December 31, 2014**

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ARTICLE I            PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Rittman, Ohio hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union".

ARTICLE II           PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Rittman, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III           MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by

the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

#### ARTICLE IV                    RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees employed and occupying the positions described herein, below, in separate bargaining units:

1. Patrol Officers & Detectives
2. Dispatchers (including regular part-time)
3. Sergeants

excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

4.02 Regular part-time dispatchers shall be defined as those who work a minimum of thirty-two (32) hours weekly for not less than twelve (12) consecutive weeks in a calendar year.

#### ARTICLE V                    NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

#### ARTICLE VI                    DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, assessments and initiation fees from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first pay check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.02 No new authorization form will be required from any employee(s) in the Rittman Police Department for whom the Employer is currently deducting dues.

6.03 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

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

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

6.06 Bargaining unit members who opt not to become dues-paying members of the OPBA shall pay a monthly, fair share service fee to the OPBA in an amount it shall determine. Fair share fees shall be remitted to the Union monthly along with member dues.

## ARTICLE VII NO-STRIKE

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of the Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief.

7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer.

7.05 The Employer shall not lock out any employee(s) for the duration of this Agreement.

ARTICLE VIII      ASSOCIATION REPRESENTATION

8.01 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. If the representative is the officer in charge of the shift, he must obtain approval from the Chief of Police.

8.02 The Employer will compensate a representative at the normal rate for necessary time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present. However, regularly scheduled work time shall not be used for the investigation of grievance by the representative.

8.03 Employees will be permitted to trade shifts to enable an OPBA director to attend meetings, with five (5) days written notice and where such shift trade does not result in additional cost to the Employer.

ARTICLE IX      EMPLOYEE RIGHTS

9.01 An employee has the right to the presence and advice of OPBA representative at all disciplinary interrogations.

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

9.03 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. Such sessions shall not normally be tape recorded; however, in the event the Employer elects to record the session, the employee may also record such session.

9.04 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is at that time, a witness and not under investigation, he shall be so advised.

9.05 An employee may, with reasonable, advance, written notice, request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with regard to final disposition.

9.06 With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

9.07 If, in the course of an internal investigation, an employee has been given a polygraph examination the results of such examination shall not be used in any subsequent criminal proceeding against such officer.

Any polygraph examination administered to an employee, at the direction of the Employer, shall be administered by a polygraph operator not an employee of the City of Rittman.

9.08 All complaints by civilians which may involve discharge shall be reduced to writing by the person receiving such complaint. Should the complaint be resolved by the person receiving such, it shall be so noted on the complaint. In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee may, upon written request, be given a copy of the complaint and the name of the complainant.

9.09 Records of disciplinary action, not resulting in time off, which is two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file:

- a. There has been no occurrence of a similar type incident within the two (2) year period, or;
- b. The Law Director has given written approval after determination that such removal will not adversely impact the City's legal position in any pending or subsequent court action. If request for such removal is denied, the Employer shall provide a written summary for the denial.

## ARTICLE X            DISCIPLINE

10.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee has the right to confer with a representative of the OPBA.

10.02 Disciplinary action taken by the Employer shall only be for just cause.

10.03 Any disciplinary action, resulting in more than two (2) days suspension without pay, against a non-probationary employee, may be appealed through the Disciplinary Procedure herein.

ARTICLE XI            DISCIPLINARY PROCEDURE

11.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

11.02 All employees shall have the following rights:

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

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

11.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

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

11.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.
4. the penalty may be implemented after the pre-disciplinary hearing and decision of the City Manager.

11.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

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

11.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

11.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of

Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

11.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

11.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the Arbitrator's decision.

11.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission, provided, however, that if for any reason the arbitration procedure contained in this Agreement is deemed non-binding then all rights of appeal to the Civil Service Commission shall be restored.

## ARTICLE XII            DUTY HOURS

12.01 The regular work period for all sworn police officers will be seven (7) days.

12.02 The regular work period for all dispatchers covered by this Agreement will be seven (7) days.

12.03 Management agrees not to schedule part-time officers for more than thirty-two (32) hours of police work per week, though the parties understand that related court time and other such duties may put a part-time officer over the 32 hour limit. Part-time service with other City departments shall not count toward the 32-hour limit. In the event that open shifts still exist after

all part time officers have been scheduled, full time officers will be offered the open shifts before a part time officer will be scheduled to exceed 32 hours per week.

### ARTICLE XIII OVERTIME PAY

13.01 All police officers, for work actually performed in excess of forty (40) hours in the seven (7) day work period, when approved by the Chief or immediate supervisor, shall be compensated at the rate of time and one-half (1 ½) the regular hourly rate or may elect compensatory time. Such compensatory time bank shall not exceed One hundred twenty (120) hours..

13.02 All Dispatchers, for work actually performed in excess of forty (40) hours in the seven (7) day work period, when approved of by the Chief of Police or immediate supervisor, shall be compensated, at the employee's election either at the rate of one and one-half (1 1/2) times the regular hourly rate in pay or compensatory time. Employee compensatory time banks shall not exceed One hundred twenty (120) hours..

13.03 In the case of report offs, full-time dispatchers shall only be entitled to be called for those positions for which a full-time dispatcher had previously been scheduled. Part-time employees may be scheduled for vacancies created by vacations, floating holidays and training.

### ARTICLE XIV CALL-OUT AND COURT TIME

14.01 Any employee who, while off duty, is called out to work by a properly authorized person shall be compensated for a minimum of three (3) hours, or the actual time worked, whichever is greater, at the rate of one and one-half times his regular hourly wage.

14.02 Any employee who must appear in Court in a capacity related to his official duties as an employee in the City of Rittman, after leaving work or on a day when he is not scheduled to work, shall be compensated at a rate of one and one-half times his regular hourly rate, for a minimum of two (2) hours, providing that the time does not abut the employee's scheduled work day. If an employee court appearance is canceled prior to his leaving the Police Department, he shall be compensated only for actual time.

### ARTICLE XV HOLIDAYS

15.01 Effective upon execution and for the duration of this Agreement, all employees shall receive twelve (12) holidays (96 hours) per year, to be taken as time off. Any holidays not scheduled and taken as time off, if subject to payout upon the employee's termination of employment, shall be paid on a monthly, pro rata basis. Permanent Part Time Dispatchers will receive a total of Four (4) Floating Holidays per year.

15.02 Employees may take only two (2) floating holidays in each of the months of November and December provided they are scheduled prior to November 1<sup>st</sup>. Any floating holidays that are not requested by the employee and are remaining shall be forfeited. The Union recognizes that not all employees can be scheduled off on the traditional holidays of Thanksgiving and Christmas and employees must plan in advance with their vacation and holiday time as not to lose them.

15.03 In the event an employee is regularly scheduled and works on one of the below defined "family" holidays, he shall be compensated at the rate of one and one-half (1 1/2) times his regular hourly rate.

- a. New Years Day
- b. Memorial Day
- c. Independence Day
- d. Thanksgiving Day
- e. Christmas Day
- f. Good Friday

15.04 Holidays shall not be carried over into the succeeding year.

ARTICLE XVI VACATIONS

16.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

Full Years' Service	Hours of Paid Vacation
0 - 5	80
6 - 10	120
11 - 15	160
16 or more	200

Vacation will be computed at each payroll by the following formula:

For 80 hours vacation per year -  $80 \text{ divided by } 26 = 3.077$   
 hours per pay period  
 For 120 hours vacation per year -  $120 \text{ divided by } 26 = 4.615$  hours  
 per pay period  
 For 160 hours vacation per year -  $160 \text{ divided by } 26 = 6.154$  hours  
 per pay period

For 200 hours vacation per year - 200 divided by 26 = 7.692 hours per pay period

AT each employee anniversary date, the Finance Department will adjust each employee calculation to ensure that vacation accumulation will be 80, 120, 160, or 200 hours per year as allowed by employee years of service.

Employees may accrue vacation, up to a maximum of that amount of vacation which may be earned in a two year period.

At each employee anniversary date the Finance Department will adjust each employee calculation to ensure that vacation accumulation will be 80,120,160 or 200 hours per year as allowed by employee years of service.

Regular part-time dispatchers shall receive pro rata vacation based upon the number of hours worked, relative to 2080 hours, annually.

16.03 Any employee who is involuntarily terminated shall forfeit any unused accumulated vacation time.

16.04 In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Chief of Police.

16.05 Vacation time shall be taken in segments of not less than four (4) hours.

16.06 Up to five (5) vacation days may be cashed in per year.

## ARTICLE XVII      SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

17.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked or on authorized leave and may accumulate such sick leave to an unlimited amount. Every five (5) years, each employee's sick leave account shall be credited with two (2) additional hours. The Employee is responsible to notify the finance department within 15 days of each 5 year anniversary to receive this additional two hours.

17.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

17.04 Sick leave may be used in segments of not less than one (1) hour.

17.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave.

17.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

17.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

17.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

17.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, father and mother-in-law, grandparents, aunt and uncle.

17.10 Upon the retirement of an employee who has not less than fifteen (15) years of continuous employment with the Employer and who has qualified for retirement benefits from a public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half ( $\frac{1}{2}$ ) the total number of accumulated but unused sick hours earned by the employee, as certified by the Auditor, providing that such resulting number of hours to be paid shall not exceed Seven hundred fifty (750) hours.

17.11 An employee who transfers from his department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

17.12 Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within two (2) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

17.13 An employee eligible for cash payment pursuant to Section 10 above May at the Employer's option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

17.14 For purposes of this Agreement, the Department Head shall be designated as the Chief of Police.

17.15 On a quarterly basis, the Employer will compensate any employee, who has a minimum of 400 hours of accumulated sick leave, with eight (8) hours of pay at their normal rate in exchange sixteen (16) hours of sick leave accumulated under this Article. It is recognized that this incentive is not compulsory and is intended to reward the employee for his/her attendance.

#### ARTICLE XVIII FUNERAL LEAVE

18.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) work days for each death in his immediate family.

18.02 For the purposes of this Article, immediate family shall be defined to the same parameters as is contained in the Sick Leave Article (17.09).

#### ARTICLE XIX INJURY LEAVE

19.01 When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave, in the amount provided by Workers Compensation, not to exceed sixty (60) calendar days from the injury date, providing that he files for Workers Compensation, signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this article and actually has his Workers Compensation claim approved by the Bureau of Workers Compensation. Such leave shall commence upon the approval of the Workers Compensation claim by the Workers Compensation Bureau. Any paid leave used prior to the approval of the Workers Compensation claim shall be deducted from the employee's sick leave initially, or any other paid leave the employee has available. Sick leave and any other paid leave used will be reimbursed to the extent of the Workers Compensation benefits received by the Employer. Employee's sick leave, if available, will be permitted to be used to make up the difference between the amount of Workers Compensation received and the amount of the employee's regular weekly wage.

19.02 If at the end of this sixty (60) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional sixty (60) calendar day period.

19.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

## ARTICLE XX        FAMILY AND MEDICAL LEAVE ACT

20.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

20.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a.        The birth of a son or daughter, and to care for the newborn child;
- b.        The placement with the employee of a son or daughter for adoption or foster care;
- c.        To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- d.        Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

20.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

20.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

20.05 No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

20.06 A husband and wife employed by the City of Rittman in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section .01 if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

20.07 The employer may require or the employee may elect to utilize paid leave prior to an unpaid FMLA leave which shall be inclusive of FMLA leave. In the event the employee does not elect to utilize paid leave time, the employer will utilize the following order of priority in which paid time shall be utilized: Vacation leave first, then sick leave.

#### ARTICLE XXI JURY DUTY

21.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

#### ARTICLE XXII INSURANCE

22.01 Beginning the first full month following execution of this agreement employees enrolled in the City's health plan shall pay 20% of the monthly premium through payroll deduction. The balance of the premium shall be paid by the City.

22.02 In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan. In the event the spouse of an employee is insured by another entity, the employee will not be eligible for coverage with the City of Rittman.

22.03 Employees may "opt out" of the current health insurance by so notifying the Employer, in writing, not later than May 1 of each year.

An employee who elects to "opt out" pursuant to the above paragraph shall not be permitted to "opt in" during the term of this Agreement, except for only the following reasons and/or conditions:

- a) If spouse who is receiving health insurance;
  - 1) dies, or,
  - 2) is involuntarily laid off from covered employment.
- b) Employee, and spouse receiving health insurance, terminates the marriage.
- c) Employees may "opt in" only effective on June 1, 1992 and thereafter, upon notification, in writing, to the Employer not later than March 15 of the same year.

22.04 The Employer will provide and pay the full premium for all full-time employees for a life insurance policy with face value of Twenty Thousand (\$20,000.00) Dollars.

22.05 The Employer agrees to maintain, for the duration of this Agreement, the existing police liability/false arrest insurance.

22.06 Regular part-time dispatchers shall only be entitled to the single plan health care to the extent set forth in Section 22.01, above.

ARTICLE XXIII LONGEVITY

23.01 Effective upon execution of this Agreement, all employees shall receive longevity payments after completion of the required length of continuous full-time service, pursuant to the following schedule:

After completion of:

5 years	\$ 800.00
10 years	1,300.00
15 years	1,800.00
20 years	2,500.00
25 years	2,800.00

23.02 Longevity payments shall be made in lump sum on the basis of completion of the appropriate full year of service in the first full pay period in December of each year.

23.03 Regular part-time dispatchers shall receive pro rata longevity based upon the number of hours worked relative to 2080 hours, annually.

23.04 Employees that have filed for retirement and are eligible for a state pension will be paid their longevity pro rated per months worked in the event that they retire from city service before the first pay period in December.

ARTICLE XXIV WAGES

24.01 The wage schedule for Dispatchers during the life of this agreement shall be as follows:

<u>Length of Service</u>	2012 - 2014
Part-time	14.47
start	13.89
six (6) months	14.59
one (1) year	15.57
Eighteen (18) Months	16.67
thirty (30) Months	17.54

24.02 The wage schedule for full-time Patrol Officers during the life of this agreement shall be as follows:

<u>Length of Service</u>	<u>2012</u>	<u>2014</u>
start	17.16	17.50
six (6) months	18.66	19.03
one (1) year	20.76	21.18
eighteen (18) months	21.81	22.25
thirty (30) months	22.88	23.34

24.03 The Wage schedule for Sergeants shall be as follows:

Effective 2012-2014 \$25.91 per hour

ARTICLE XXV UNIFORM ALLOWANCE

25.01 All patrol officers shall receive an annual uniform allowance in the amount of Nine Hundred Fifty Dollars (\$950.00); and, all radio dispatchers shall receive Eight hundred Dollars (\$800.00). The uniform allowance will be issued as cash check to each eligible employee in the month of January each year of this contract.

25.03 The Employer agrees to provide, to each new employee, initial leather issue and all decorative uniform brass. Additionally, the Employer agrees to make every attempt to keep the

ballistic body armor (bullet resistant vests) current within the expiration date(s) as financially possible.

ARTICLE XXVI     EDUCATIONAL PAY

26.01 Any employee, exclusive of regular part-time dispatchers, who has received any of the following Degrees in Law Enforcement shall receive additional annual payments as set forth below:

Associate	\$225
Bachelor's	\$300
Masters	\$450

ARTICLE XXVII    LAY-OFF AND RECALL

27.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth.

27.02 Employees within the affected job titles/classifications shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, regular part-time and probationary employees within the effected job titles/classifications, within the effected department, are laid off first in the above respective order.

27.03 Employee(s) who are laid off from one job title/classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job title/classification within the Department.

27.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job title/classification pursuant to the provisions of paragraph 27.03, above.

27.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

27.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

27.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

27.08 Employees scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

## ARTICLE XXVIII MISCELLANEOUS

28.01 The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. The bulletin board will be located in the Squad room. The board shall be used for the following notices: 1) Recreation and social affairs of the OPBA; 2) OPBA meetings; 3) OPBA elections; 4) Reports of OPBA committees and 5) Rulings or policies of the OPBA or NAPO.

There shall be no posting of defamatory or inflammatory material and the Union shall provide the Employer with a copy of all material at the time of posting.

28.02 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination, to the extent that the examination takes place during an employee's non-scheduled hours.

28.03 The Employer shall pay employees for the Employer's requested use of the employee's personal vehicle on authorized business at the rate of Thirty Cents (\$.30) per mile.

28.04 The Employer, upon written notice by the employee, shall attempt to repair police vehicles as soon as is practicable.

If after fifteen (15) days no action is taken on a written notice filed by an employee, the City Manager shall be notified and shall review the matter administratively and respond to the Chief of Police.

28.05 Employees who are residents of the City of Rittman shall be entitled to a residency bonus of Two Hundred Fifty Dollars (\$250.00) per year or pro rata portion thereof.

28.06 All work rules, policies and procedures and practices of the Employer shall be applied uniformly under similar circumstances within the group or groups of employees to whom such

rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

28.07 The Employer agrees that for the life of this Agreement it will make reasonable efforts to provide a safe, healthful workplace for all employees in the bargaining unit.

28.08 Any employee who becomes aware of any unsafe condition shall report same to the Employer and the Employer shall correct the deficiency as soon as possible.

#### ARTICLE XXIX CONFORMITY TO LAW

29.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

29.02 If the enactment of state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

#### ARTICLE XXX TOTAL AGREEMENT

30.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

#### ARTICLE XXXI OBLIGATION TO NEGOTIATE

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

31.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE XXXII GENDER AND PLURAL

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

ARTICLE XXXIII HEADINGS

33.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

ARTICLE XXXIV LEGISLATIVE APPROVAL

34.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXV DURATION

35.01 This Agreement shall become effective at 12:01 a.m. on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2014.

ARTICLE XXXVI GRIEVANCE PROCEDURE

36.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or

reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

36.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a) Except at Step 1, all grievance shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.

- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions.
- i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed with the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

**Step 1:**

An employee who believes he may have a grievance shall notify the Chief of Police of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Chief and the employee, along with the employee's representative,

if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

**Step 2:**

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Chief fails to give the aggrieved party an answer. The Chief shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

**Step 3:**

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

**ARTICLE XXXVII ARBITRATION PROCEDURE**

37.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members names will be stricken alternately (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

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

37.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

37.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

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

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

37.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dr. Harry Graham; 2) Nels Nelson; 3) Larry Loeb; 4) Dennis Minni; and, 5) Larry Mase.

#### ARTICLE XXXVIII DRUG TESTING

38.01 Drug and alcohol screening/testing shall be conducted randomly and upon 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. 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 a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

38.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

38.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing

shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

38.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, 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 unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

38.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

38.06 No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

38.07 The employee and the OPBA shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

38.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

**Side Agreement:** In the event that the General Fund Carryover Balance exceeds \$425,000 beginning 2013, it is agreed that the OPBA members will have the right to begin negotiations for a new contract discussing wages and benefits at that time.

It is the intent of the City Administration to treat all employees fairly and equally being Union or Non-Union. In the event that the City becomes financially capable of issuing a "cost of living" increase to any employee group of the City Services, it will be the intention to give all parties the same and equal treatment, even if a collective bargaining agreement exists. The City Administration appreciates the cooperation of all City Unions and Non Union employees during this difficult period.

Larry A. Boggs  
City Manager

ARTICLE XXXIX EXECUTION

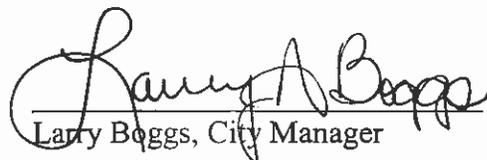
39.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 6 day of December, 2011

FOR THE OPBA:

FOR THE EMPLOYER:



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Larry Boggs, City Manager

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EMPLOYEE RIGHTS

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

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

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

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

\_\_\_\_ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

\_\_\_\_ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: Date: \_\_\_\_\_

Appointing Authority Signature: \_\_\_\_\_

