



13-MED-10-1310
2282-01
K30603
02/19/2014

AGREEMENT

BETWEEN THE

CITY OF MACEDONIA

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(PATROLMEN)

Effective January 1, 2014 to December 31, 2016

Contents

ARTICLE 1: PREAMBLE.....	1
<i>Section 1.01</i>	1
ARTICLE 2: PURPOSE AND INTENT	1
<i>Section 2.01</i>	1
ARTICLE 3: RECOGNITION.....	1
<i>Section 3.01</i>	1
ARTICLE 4: CONFORMITY TO LAW	2
<i>Section 4.01</i>	2
<i>Section 4.02</i>	2
<i>Section 4.03</i>	2
ARTICLE 5: NON-DISCRIMINATION	2
<i>Section 5.01</i>	2
ARTICLE 6: MANAGEMENT RIGHTS.....	2
<i>Section 6.01</i>	2
<i>Section 6.02</i>	3
ARTICLE 7: UNION LEAVE	3
<i>Section 7.01</i>	3
<i>Section 7.02</i>	4
<i>Section 7.03</i>	4
<i>Section 7.04</i>	4
ARTICLE 8: GRIEVANCE AND DISCIPLINARY PROCEDURE.....	4
<i>Section 8.01</i>	4
<i>Section 8.02</i>	4
<i>Section 8.03</i>	5
<i>Section 8.04</i>	5
<i>Section 8.05</i>	6
<i>Section 8.06 - Arbitration</i>	6
<i>Section 8.07 – Hearing Time</i>	6
<i>Section 8.08 – Jurisdiction</i>	6
<i>Section 8.09 – Binding Effect</i>	6
<i>Section 8.10 – Assignment of Cost</i>	6
ARTICLE 9: DISCIPLINARY PROCEDURE	7
<i>Section 9.01</i>	7
<i>Section 9.02</i>	7
<i>Section 9.03</i>	7
<i>Section 9.04</i>	7
<i>Section 9.05</i>	7
ARTICLE 10: LABOR MANAGEMENT COMMITTEE	7
<i>Section 10.01</i>	7
<i>Section 10.02</i>	7

Section 10.03.....	8
Section 10.04.....	8
ARTICLE 11: BULLETIN BOARDS.....	8
Section 11.01.....	8
ARTICLE 12: SENIORITY.....	8
Section 12.01.....	8
Section 12.02.....	8
ARTICLE 13: DUES DEDUCTION AND FAIR SHARE FEE.....	9
Section 13.01.....	9
Section 13.02.....	9
Section 13.03.....	9
Section 13.04.....	9
Section 13.05.....	10
ARTICLE 14: PREVAILING RIGHTS.....	10
Section 14.01.....	10
ARTICLE 15: PENSION PICK-UP.....	10
Section 15.01.....	10
ARTICLE 16: TRANSPORTATION.....	10
Section 16.01.....	10
ARTICLE 17: HOURS OF WORK AND OVER TIME.....	10
Section 17.01.....	10
Section 17.02.....	11
Section 17.03.....	11
Section 17.04.....	11
Section 17.05.....	11
Section 17.06.....	11
Section 17.07.....	12
ARTICLE 18: VACATION.....	12
Section 18.01 - <i>Vacation Leave Earned</i>	12
Section 18.02 - <i>Anniversary Date - Vacation Schedules</i>	12
Section 18.03 - <i>Split vacations</i>	12
Section 18.04 - <i>Accumulation</i>	12
Section 18.05 - <i>Separation from Service</i>	13
Section 18.06 - <i>Transfer of Vacation</i>	13
Section 18.07 - <i>Vacation Pay in Case of Death</i>	13
Section 18.08 - <i>Planning of Vacations</i>	13
Section 18.09 - <i>Record of Vacation Leave</i>	13
Section 18.10 - <i>Anniversary Date - Years of Service</i>	13
Section 18.11.....	14
ARTICLE 19: HOLIDAYS.....	14
Section 19.01.....	14
Section 19.02 - <i>Holiday Pay During Sick Leave</i>	14
Section 19.03 - <i>Holiday Pay on Vacation</i>	14

Section 19.04 - Working a Paid Holiday	15
Section 19.05 - Holiday Time Off	15
Section 19.06	15
Section 19.07 - Cancellation	15
Section 19.08 -	15
Section 19.09 -	15
ARTICLE 20: SICK LEAVE	16
Section 20.01 - Sick Leave Accumulation	16
Section 20.02 - Sick Leave Credits When Off Duty	16
Section 20.03 - Qualifications for Sick Leave	16
Section 20.04 - Approval of Sick Leave	16
Section 20.05 -	17
Section 20.06 -	17
Section 20.07 -	17
Section 20.08	17
Section 20.09 -	18
Section 20.10 - Sick Time Incentive	18
Section 20.11 -	18
Section 20.12	18
ARTICLE 21: INJURY LEAVE	19
Section 21.01	19
Section 21.02	19
Section 21.03	19
ARTICLE 22: BEREAVEMENT LEAVE	19
Section 22.01	19
Section 22.02 - Immediate Family	19
Section 22.03	20
ARTICLE 23: COURT OR CALL OUT TIME	20
Section 23.01	20
Section 23.02	20
ARTICLE 24: WAGES	21
Section 24.01	21
Section 24.02	21
Section 24.03	22
Section 24.04 – Firearms Qualification	22
Section 24.05 – Officer in Charge Pay	22
Section 24.06 – Shift Differential	23
Section 24.07 – Field Training Officer Pay	23
ARTICLE 25: LONGEVITY	23
Section 25.01	23
Section 25.02	24
Section 25.03	24
Section 25.04	24

ARTICLE 26: UNIFORM ALLOWANCE	24
Section 26.01	24
Section 26.02	24
Section 26.03	24
ARTICLE 27: SPECIAL LEAVE	25
Section 27.01	25
Section 27.02	25
Section 27.03	25
Section 27.04	25
Section 27.05	25
ARTICLE 28: FAMILY AND MEDICAL LEAVE	25
Section 28.01	25
ARTICLE 29: LAY OFFS AND RESTORATION	26
Section 29.01	26
Section 29.02	26
ARTICLE 30: NO STRIKE AND NO LOCK-OUT	26
Section 30.01	26
Section 30.02	26
Section 30.03	26
ARTICLE 31: REIMBURSEMENT OF DAMAGES	26
Section 31.01	26
Section 31.02	27
Section 31.03	27
Section 31.04	27
ARTICLE 32: INSURANCE	27
Section 32.01	27
Section 32.02	27
Section 32.03	28
Section 32.04	28
Section 32.05	28
ARTICLE 33: SMOKE FREE CRUISER	28
Section 33.01	28
ARTICLE 34: DRUG TESTING	28
Section 34.01	28
Section 34.02	28
Section 34.03	29
Section 34.04	29
Section 34.05	29
Section 34.06	30
Section 34.07	30
Section 34.08	30
Section 34.09	30

ARTICLE 35: EMPLOYEE ASSISTANCE PROGRAM	30
<i>Section 35.01</i>	30
<i>Section 35.02</i>	31
<i>Section 35.03</i>	31
ARTICLE 36: WELLNESS.....	31
ARTICLE 31: DURATION OF AGREEMENT	31
<i>Section 37.01</i>	31
<i>Section 37.02</i>	31
ARTICLE 38: EXECUTION	32

ARTICLE 1: PREAMBLE

Section 1.01

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

ARTICLE 2: PURPOSE AND INTENT

Section 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:

- a. 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;
- b. To promote fair and reasonable working conditions;
- c. To promote individual efficiency and service to the citizens of the City of Macedonia, Ohio;
- d. To avoid interruption or interference with the efficient operation of the Employer's business, and
- e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

Section 3.01

The Employer hereby recognizes the OPBA as the sole and exclusive bargaining agent with the respect to wages, hours, and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the positions of Patrolman, excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from this bargaining unit.

ARTICLE 4: CONFORMITY TO LAW

Section 4.01

Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 4.02

Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 4.03

This Agreement may not be amended during its term except by mutual agreement, any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 5: NON-DISCRIMINATION

Section 5.01

Neither the City, its agents, agencies, or officials nor the OPBA or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation or for the purpose of evading the spirit of this Agreement. The City and the OPBA agree not to interfere with the desire of any person to become or remain a member of the OPBA.

ARTICLE 6: MANAGEMENT RIGHTS

Section 6.01

Unless a Public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each Public

Employer to:

- a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Public Employer standards of services, its overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate, or hire employees;

- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e) To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.02

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 7: UNION LEAVE

Section 7.01

Two (2) delegates appointed by the OPBA shall be granted time off with no loss of pay to a total of two (2) days off, one each, per year, in order to participate in their OPBA functions including:

1. Attendance at conventions
2. Attendance at conferences
3. Attendance at seminars

Section 7.02

One (1) delegate elected by the OPBA membership shall receive one (1) day to attend the State conference of the OPBA.

Section 7.03

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 an employee representative. The OPBA recognizes the operational needs of the Employer and will cooperate to minimize time away from work. Before leaving an assignment pursuant to this section, the representative must obtain written approval from the officer in charge of the shift. The Employer will compensate the representative at the normal rate of pay for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present. The processing of grievances shall not include the investigation of grievances. Any request for an employee representative's presence shall not be unreasonably denied.

Up to two (2) employee negotiating committee members may, with approval from the Chief or his/her designee to leave their post, be paid for time spent in good faith preparation and processing of information necessary for collective bargaining and attendance at collective bargaining meetings. Beginning one (1) month prior to the expiration of this agreement, the committee members may spend and be paid for one (1) hour per week for this purpose. After commencement of negotiations, the committee members may spend and be paid for (1) hour per scheduled negotiating session for this purpose. These hours may be accumulated and used in larger increments (i.e., if the committee does not meet the first week of the month preceding the expiration, they may meet for two (2) hours the second week.

Section 7.04

The bargaining unit members may use holiday, or vacation days for any additional time required and such request for time off must be presented to the Chief of Police and Safety Director/Mayor thirty (30) days prior to the time off. Request for time off shall not be unreasonably denied.

ARTICLE 8: GRIEVANCE AND DISCIPLINARY PROCEDURE

Section 8.01

A Grievance is a dispute or controversy arising from the alleged misapplication or interpretation of this Agreement. A grievance is not incident-specific, it is solely interpretive of this Agreement, and not subject to the management rights defined under O.R.C. 4117.08.

Section 8.02

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

Section 8.03

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 8.04

Should the Administration fail to comply with the time limits herein, the member or the OPBA may proceed immediately to the next step. Should the member or OPBA fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement.

Section 8.05

The following procedure shall be utilized when a grievance is initiated by a member or the OPBA:

STEP 1:

A grievance must be presented orally to the immediate supervisor within five (5) days of the occurrence or five (5) days after the occurrence has become known to the grievant. The supervisor shall have five (5) days following such presentation to submit his oral response. The member shall be accompanied by an OPBA representative if he so requests.

STEP 2:

If the grievance is not settled by STEP 1, the OPBA or the member may reduce the grievance to writing. The written grievance must be presented to the supervisor within five (5) days after receipt of the STEP 1 answer. The supervisor shall reply in writing within five (5) days after receipt of the written grievance.

STEP 3:

If the grievance is not settled by STEP 2, the OPBA or the member may reduce the grievance to writing. The written grievance must be presented to the Lieutenant within five (5) days after receipt of the STEP 2 answer. The Lieutenant shall reply in writing within five (5) days after receipt of the written grievance.

STEP 4:

If the grievance is not settled at STEP 3, the member or the OPBA may appeal, in writing, to the Chief of Police. Such an appeal must be submitted within seven (7) days after the receipt of the STEP 3 reply. The Chief shall meet within fourteen (14) days with the member, "and his representative if requested", to attempt to resolve the grievance. The Chief shall reply to the

member in writing within five (5) days following such meeting.

STEP 5:

If the grievant is not satisfied with the STEP 4 answer of the Chief of Police, the Grievant shall within fourteen (14) days after receipt of the STEP 4 answer, meet with the Safety Director/Mayor and shall respond seven (7) days from the date of the meeting with the member and give the written answer to the grievance.

STEP 6:

If the grievance is not settled by STEP 5, the OPBA may within ten (10) days after the decision of the Mayor, submit the grievance to arbitration.

Section 8.06 -Arbitration

The parties shall within ten (10) days following the above certification, select an arbitrator by mutual agreement, or in the absence of such mutual agreement the parties shall request a list of seven (7) qualified arbitrators from The Federal Mediation and Conciliation Services and shall meet to select a single arbitrator by striking from such a list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the winner of the flip of a coin.

Section 8.07 -Hearing Time

The Arbitrator shall schedule a hearing within thirty (30) days from his notification of selection or as soon thereafter as possible to be held at a time and place convenient to the parties.

Section 8.08 -Jurisdiction

The Arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement, and have no power to add, detract from or alter in any way, the provisions of this Agreement.

Section 8.09 -Binding Effect

The finding of the arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

Section 8.10 -Assignment of Cost

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.

ARTICLE 9: DISCIPLINARY PROCEDURE

Section 9.01

All disciplinary actions including oral or written reprimands, suspensions, demotions, or any reduction in pay, rank or status and removals are hereby made subject to the grievance procedure beginning at STEP 3.

Section 9.02

Disciplinary forms will be incorporated in the grievance form utilizing the same procedure as the grievance procedure.

Section 9.03

The bargaining unit member may not be disciplined without just cause.

Section 9.04

Should the disposition of the disciplinary action taken not be resolved at STEP 5 of the grievance procedure, either party, may within ten (10) days after the decision of the Mayor or his designee, certify in writing to the other party its intent to submit the disciplinary action taken to arbitration.

Section 9.05

The employee and the employer are subject solely to the grievance procedure and binding arbitration of this Labor Agreement, and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive and determine any appeals relating to disciplinary action that were subject of a final and binding grievance procedure in accordance with O.R.C. 4117.10(A).

ARTICLE 10: LABOR MANAGEMENT COMMITTEE

Section 10.01

The Bargaining Unit shall elect a member to be the representative for Labor Management.

Section 10.02

The Labor Management Representative and the Safety Director, or his designee(s), may meet upon request of either party. An agenda shall be submitted to the Safety Director at the time of an agreed meeting date.

Section 10.03

The issues to be discussed shall be limited to safety recommendations of methods or techniques to create more efficient operations of the department, or promoting ideas for harmonious relations of the employee and Employer.

Section 10.04

All other members may attend such meeting on a voluntary basis. A member who is working on the scheduled meeting date may attend, providing approval is given by his immediate supervisor.

ARTICLE 11: BULLETIN BOARDS

Section 11.01

Bulletin Boards as are presently provided, and as may be installed in the future by the City, may be used by the OPBA for posting notices of the following types:

- A. Recreational and Social Events
- B. Election and Election Results
- C. General Membership Meetings and other related business meetings
- D. General Business of interest to employees
- E. OPBA Correspondence

ARTICLE 12: SENIORITY

Section 12.01

Seniority shall be determined by continuous years of service as a full-time police officer in the Macedonia Police Department, calculated from the employee's date of appointment as a Patrolman. If two (2) or more employees have the same date of appointment, the employee ranking highest on the Civil Service eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

Section 12.02

An employee who has worked with another City, County, political subdivision, or the City of Macedonia may carry over his/her time and such time may be credited for the employee's service for the availability of vacation, and sick time. Vacation leave transfer may be processed following one year probationary period.

ARTICLE 13: DUES DEDUCTION AND FAIR SHARE FEE

Section 13.01

The Employer shall deduct OPBA initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be from the employee's paycheck on the first pay of each month. If the employees pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next check, providing the employee will be working during that subsequent pay period.

Section 13.02

All employees covered by this Agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the Employer, and have not become Union members, shall pay a "fair share fee", not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

Section 13.03

The Employer will supply to the OPBA a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the OPBA Ohio Patrolmen's Benevolent Association at P.O. Box 338003, North Royalton, OH 44133. Dues shall be paid to the OPBA in the first week of each month.

Section 13.04

Any unit member of, and adheres to, established and traditional tenets and teaching of a bona fide religion or religious body which has historically held conscientious to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support any employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employees Relations Board, and the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization, the employee shall be required, in lieu of the "Fair Share Fee" to a nonreligious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a "Fair Share Fee". The employee shall furnish to the employee organization written receipts evidencing such payment and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

Section 13.05

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

ARTICLE 14: PREVAILING RIGHTS

Section 14.01

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, and practices previously and presently in effect may be modified or discontinued, as long as the modification(s) and discontinuance(s) do not conflict with this Labor Agreement.

ARTICLE 15: PENSION PICK-UP

Section 15.01

The Employer shall deduct the employees Police Pension contribution from the gross earnings of the employee, and said adjusted gross income will become subject to the tax deductions.

ARTICLE 16: TRANSPORTATION

Section 16.01

Officers living within the Macedonia City limits shall be picked up by an on duty officer for the purposes of relief and shift change. The police cruiser shall remain in full service while en route to and from the relief officer.

ARTICLE 17: HOURS OF WORK AND OVERTIME

Section 17.01

Overtime rates of pay shall be paid to any employee who in a scheduled workday works in excess of their scheduled shift. Or if an employee works an excess of eighty (80) hours for a two week pay period.

Section 17.02

Holidays, Vacation Days, Sick Leave, compensatory time, or any other approved leave shall be considered as time worked for the purposes of computing overtime.

Section 17.03

An employee working in excess of their scheduled shift shall be compensated at a rate of one and one half (1½) times his base rate of pay for all overtime worked. Overtime shall be calculated in one fourth (¼) hour increments. Any employee working in excess of eighty (80) hours in any two week pay period shall be compensated at the rate of one and one-half (1 ½) times his base rate for all overtime worked.

Section 17.04

An employee may elect to receive compensatory time instead of paid overtime. Such compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Should the employee exceed the maximum accumulation the City shall pay for the excess hours. Compensatory time shall be received as one and one-half (1 ½) hours for every hour worked as overtime. Request of compensatory time off is at the discretion of the employee, and such request shall be approved by the Chief of Police or his designee then forwarded to the Safety Director/Mayor. Calculation of time, shall be as defined the same as overtime pay in one-fourth (¼) of an hour increments. Employees may elect to "cash out" accumulated compensatory time during the second payroll of each month.

Section 17.05

Overtime shall be voluntary and not required except in situations which are deemed an emergency by the Chief or his designee. Once an overtime assignment is accepted, it shall be considered part of the employee's normal and regular work assignment, except that inability to work based on illness shall not require the employee to use sick leave.

Section 17.06

Bargaining unit members shall receive the first choice to work unscheduled overtime. Unscheduled overtime shall be any work arising after the regular schedule is posted that is deemed necessary by the Chief of Police or his designee. Priority will be given to the off-duty team that works the same shift where the unscheduled overtime occurs, before going to the opposite shift. Calls will be made in order of seniority on each shift. Should the most senior member refuse the overtime, it will be offered to the next senior member and so on, until the shift is filled. Only after a reasonable attempt to contact all full-time bargaining unit members qualified to serve as a patrol officer, in the order of patrolman then sergeant's, will the Chief or his designee select a part-time employee to work unscheduled overtime. No officer shall be permitted to work beyond sixteen (16) hours unless of course a critical situation has occurred necessitating such action.

Section 17.07

The Chief of Police or his designee has the authority to waive provisions in Article 17, Section 06 in the event of an emergency.

ARTICLE 18: VACATION

Section 18.01-Vacation Leave Earned

The City shall provide regular, full-time employees annual vacation leave with pay. Length of vacation shall be as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
Less than 1 year continuous	0 Hours
1 but less than 6 years	80 Hours
6 but less than 11 years	120 Hours
11 but less than 16 years	160 Hours
16 years or more	200 Hours

Section 18.02 -Anniversary Date -Vacation Schedules

Except as hereafter provided, vacation time earned on an anniversary date may be taken, subject to approvals, anytime during the calendar year, before or after the anniversary date. However, no vacation time can be taken until after one year of continuous service; unless the anniversary date falls in the last quarter of the calendar year, the vacation time may be taken, subject to approvals, anytime in the last quarter.

Section 18.03 Split Vacations

Vacations may be split, however it shall be done only with the permission of the Chief of Police or of the Mayor/Safety Director.

Section 18.04 -Accumulation

Vacations are not cumulative and shall not be postponed until the following year unless there have been exceptional circumstances which caused postponement. The employee may carry-over one (1) week of vacation and such carry-over must be used in the succeeding year. Such request shall be made in writing to the Chief of Police before December 1, of the calendar year and after the Chiefs approval, the request will be submitted to the Safety Director/Mayor for final approval.

Section 18.05 -Separation from Service

Upon separation from service, an employee shall be entitled to compensation for any earned, but unused vacation leave to his credit at the time of separation. This does not apply to those employees who have less than one year of service.

Section 18.06 -Transfer of Vacation

Employees intending to transfer from one department to another, must use their current and extended vacation leave before the effective date of their transfer unless the new department head is willing to accept the transfer of vacation leave.

Section 18.07 -Vacation Pay in Case of Death

In case of death of an employee, the approved extended and current vacation leave earned, shall be disbursed in accordance with the schedule in subsection (18:01) hereof.

Section 18.08 -Planning Vacations

- (A) Vacations should be planned as far in advance as possible so as not to interfere with the efficient operation of the division. Allowing for the principle of the scheduling needs of the department, the Chief of Police or his/her designee shall accept each employee's request of vacation leave dates proceeding on the basis of seniority within rank.
- (B) An exception to vacation approval for seniority shall be that a one (1) day vacation request shall not supersede a vacation request of two (2) or more days off as vacation time. Vacation time requests shall supersede all other leave requests.
- (C) Said vacation dates shall not be changed unless by mutual agreement of both parties. Emergency situations as determined by the Chief of Police are exempt under the intent of this section. If due to an emergency, vacation leave is denied to an employee, such days may be re-scheduled during the vacation year by mutual agreement of the parties. If the mutual agreement is not obtained, said un-rescheduled days may be carried over to the following year.

Section 18.09 -Record of Vacation Leave

A record shall be maintained by the Director of Finance with a copy to the department head for each employee showing days earned, days used, and balance available for vacation leave.

Section 18.10 -Anniversary Date -Years of Service

"Anniversary Date" means the date an employee began full-time service on or after June 12, 1962. It is not affected by the type of appointment, whether temporary, provisional, certified

or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for a significant period of time except due to an injury sustained in connection with his employment (e.g. on leave of absence) the following anniversary date should be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or reemployment shall constitute a new anniversary date.

Section 18.11

After fifteen (15) years of service an employee may bank one (1) week of vacation. Employees previously grandfathered may bank one (1) week of vacation accumulation up to nine (9) weeks total. The payment of this banked vacation shall be based on the employees' retirement rate of pay and is above and beyond any earned but unused vacation leave to his/her credit at the time of retirement. An employee shall give the City six (6) months' notice of her/his intention to retire.

ARTICLE 19: HOLIDAYS

Section 19.01

The below listed are designated as paid holidays for all full-time employees:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Good Friday | Christmas Day |
| Memorial Day | Employee's Birthday |
| Independence Day | Personal Day |
| Labor Day | |

Section 19.02 -Holiday Pay During Sick Leave

If a holiday occurs during a period that the employee is on sick leave, no sick leave time will be charged for that day. Employees must be eligible for compensation for the regular working day preceding and following a holiday in order to qualify for holiday pay.

Section 19.03 -Holiday Pay on Vacation

Employees shall be paid for a holiday as designated herein at their normal rate of pay when they are receiving their vacation leave. A vacation day shall not be deducted on said holiday.

Section 19.04 -Working a Holiday

Employees required to work on a holiday as designated in Section 19.01 (with the exception of the Day after Thanksgiving, Employee's Birthday, and the Personal Day), shall have the option to be paid at one and one-half (1½) times their rate of pay, or receive holiday bank time at the rate of one and one-half (1½) their rate of pay. In addition, the employee shall receive eight (8) hours of holiday bank time to be taken at another date. The employee may elect to cash in the holiday bank time at the applicable hourly rate, i.e., the employee may receive eight (8) hours of pay in lieu of holiday compensatory time off. This election must be made within the pay period that working a premium holiday occurs. If the employee does not make the election the time automatically becomes a floating holiday. Such request shall be granted at the discretion of the employer, but shall not be unreasonably denied.

Section 19.05 -Holiday Time Off

Any officer wanting holiday time off will first seek permission from the Chief or his designee.

Section 19.06

Effective January 1, 2012 all bargaining unit members shall receive an additional 8 hours total credited to their holiday time bank.

Section 19.07 -Cancellation

The Safety Director/Mayor or his/her designee has the right in time of strike or other emergency to suspend or postpone holiday and off duty time. Any cancellation of holiday time off in the second half of a year and the holiday can't be rescheduled by the end of a year, shall allow the member to carry such holiday to the following year. Such carryover must be scheduled the first quarter of the following year.

Section 19.08

Employees in the Detective Bureau will be permitted to work on any of the Holidays listed in section 19.01 of this agreement. Notwithstanding any other provision of this agreement, such employees will receive straight time pay for said Holiday hours worked.

Section 19.09

Any employee who works more than their scheduled shift, who is ordered into work or is required to work on their day off on a holiday designated in Section 19.01 shall receive two (2) times their hourly rate for all hours worked or all hours worked of their shift, whichever is applicable.

ARTICLE 20: SICK LEAVE

Section 20.01 -Sick Leave Accumulation

Sick leave with pay shall accrue at the rate of 4.62 hours of leave for each pay period. Accrued but unused sick leave credits will be carried forth each year and such accumulation shall be unlimited.

Section 20.02 -Sick Leave Credits When Off Duty

Employees absent from work on regular holidays, vacation, disability arising from injuries sustained during the course of their employment, or special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence.

Section 20.03 -Qualifications for Sick Leave

Sick leave shall be granted to an employee upon approval by the Employer for the following reasons:

- (A) Personal illness, injury or pregnancy related conditions of the employee.
- (B) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- (C) Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner, when such examination cannot be scheduled during non-working hours.
- (D) Illness, injury or pregnancy related conditions of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. For the purpose of this Article, immediate family is defined to include: spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law (spouse's sibling or sibling's spouse) aunt or uncle.
- (E) Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 20.04 -Approval of Sick Leave

- (A) Notice Required. Unless there are valid, extenuating circumstances, an employee not reporting for work due to any of the reasons stated above shall inform his superior of the fact at least two hours prior to the time the work period begins.
- (B) Application of special form. Before any payment is made pursuant to the provisions of

this section, the employee shall make written application thereof on forms to be furnished by the City.

(C) Doctor's certificate may be required. Sick leave pay or disability leave in excess of twenty-four (24) hours shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented him from performing the duties of his position. If the illness or physical incapacity continues more than seven (7) days, periodic reports by the physician may be required at the City's discretion. If the illness or incapacity is of sufficient duration, the City may require, as a condition of re-employment, a physician's statement certifying that the employee is physically able to return to work.

(D) The use of sick days may not require the employee to remain confined to his/her residence.

Section 20.05

When earned sick leave is exhausted. Whenever absence chargeable to sick leave exceeds the amount earned and authorized the pay of an employee shall be discontinued until he returns to work. However, an employee with vacation to his credit may, upon request, use all or any part of his vacation credit as sick leave with pay.

Section 20.06

Illness or injury while off duty. If an employee becomes ill or injured while on vacation or holiday, he may by written request and by complying with and qualifying under the provisions of Section 03 hereof, have his vacation status changed to sick leave for the duration of such illness or injury providing he does not exceed his sick leave credit.

Section 20.07

Re-employment credit. An employee, who is laid off from his position for reasons which do not discredit him and, if reappointed, may have available any unused sick leave existing at the time of his lay-off, as allowable by law.

Section 20.08

An employee at the time of retirement or disability retirement from active service with the Municipality, or at his death, shall be paid in cash, fifty percent (50%) of the value of his accrued but unused sick leave credit to a limit of a maximum of 620 hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death and shall be made only once to an employee or his heirs.

Section 20.09

Any abuse of sick leave shall be grounds for disciplinary action.

Section 20.10 -Sick Time Incentive

Any employee who does not use any sick leave within a calendar quarter, shall receive eight (8) hours of compensatory time for that quarter.

Section 20.11

With approval of the Mayor an employee may elect one of the following options with respect to sick leave credit of over 960 hours remaining at the end of a year.

1. Carry forward the balance.
2. Receive a cash benefit. The cash benefit shall equal .4 hour of the employee's base rate of pay for every hour of unused credit that is converted. The balance of unused sick leave shall not go below the 960 hour limit. The maximum number of hours which can be "cashed out" will not exceed 150 hours per year.
3. Carry forward a portion of the balance and receive a cash benefit for the remainder. The cash benefit shall be calculated in the same manner as specified in Section 2.
4. The Mayor shall establish the procedures to allow employees to indicate the option that will be selected. Included within the procedures shall be the final date by which a notification is to be made to the Mayor concerning the option selected. Failure to comply with the date will result in the automatic carry forward of unused balances.
5. Cash benefits will be paid the same pay period that includes the last day of December.
6. Balances carried forward are excluded from further cash benefits provided under this section.
7. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

Section 20.12

An employee who has accumulated sick leave, may at his/her discretion donate sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time, before using any donated sick hours. Hours will be converted by dividing the donor's wage by the recipient's wage and multiplying the result by the number of hours donated. Any fractional

hours will be dropped to convert to whole hours only.

ARTICLE 21: INJURY LEAVE

Section 21.01

When an employee is injured in the line of duty while actually working for the Employer, he/she shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver, assigning to the Employer those sums of money (temporary total benefits) the employee would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. Any extension past the initial ninety (90) calendar days will be at the discretion of the Mayor.

Section 21.02

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 work due to the injury as a condition precedent to the employee receiving any 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.

Section 21.03

An employee who is absent because of an injury/illness may return to work (providing the treating physician permits such return) to a light duty status (providing light duty exists) and working for his/her regular rate of pay. The decision for light duty status shall be made by the Chief of Police.

ARTICLE 22: BEREAVEMENT LEAVE

Section 22.01

An employee shall be paid for up to 24 work hours bereavement leave to attend a funeral of an immediate family member. The Chief of Police may request the proof of death and relationship of the deceased.

Section 22.02 -Immediate Family

For the purpose of this Article the immediate family is defined to include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's sibling or sibling's spouse), aunt or uncle.

Section 22.03

Upon approval of the Chief of Police and Safety Director/Mayor, bereavement leave in excess of 24 work hours may be charged to an employee's accrued sick leave balance; bereavement leave in excess of 24 work hours not charged to the employee's accrued sick leave balance shall be counted as leave without pay.

ARTICLE 23: COURT OR CALL OUT TIME

Section 23.01

Whenever it is necessary for an off duty officer to appear in Mayor's Court, or any other official court, or an administrative agency, on matters pertaining to, or arising from, police business, or to appear at a prosecutor's request for a pre-trial conference, or is called out to work for any reason, the officer shall receive a minimum of three (3) hours pay for such appearances. This provision does not apply to departmental meetings called contiguous to the employee's scheduled work shift.

Section 23.02

For said call-out time or court time the employee shall receive the overtime rate of one and one-half (1½) times the normal rate of pay received by the employee.

ARTICLE 24: WAGES
Section 24.01

Wages shall be paid in the following manner:

PATROLMEN	JAN 1 2014	JAN 1 2015
Start	\$48,415	\$49,384
	\$23.28	\$23.74
Grade #1	\$54,286	\$55,372
	\$26.10	\$26.62
Grade #2	\$56,990	\$58,130
	\$27.40	\$27.95
Grade #3	\$60,010	\$61,210
	\$28.85	\$29.43
Grade #4- (5 full years with City-60 full months)	\$61,209	\$62,433
	\$29.43	\$30.02
Grade #5 (8 full years with City-96 full months)	\$63,657	\$64,931
	\$30.60	\$31.22

Effective January 1, 2016 – wages to be determined by a “wage reopener” pursuant to SERB 4117.

Section 24.02

All starting Patrolmen shall be paid the above starting salary until the satisfactory completion of the probationary period of one (1) year in accordance with Civil Service Regulations, at which time a starting patrolman shall be paid the salary provided above for Grade 1 Patrolman.

- A) Upon satisfactory completion of the probationary period, and after twenty-four (24) months total service, a Patrolman shall be paid the compensation provided above for Grade 2 Patrolmen.

- B) Upon satisfactory completion of the probationary period, and after 36 months total service, a Patrolman shall be paid the Grade 3 salary provided above.
- C) Upon satisfactory completion of the probationary period, and after five (5) years total service with the City of Macedonia, a Patrolman shall be paid the Grade 4 salary provided above.
- D) Upon satisfactory completion of the probationary period, and after eight (8) full years of service with the City of Macedonia, a Patrolman shall be paid the Grade 5 salary provided above.

Section 24.03

Patrolmen newly appointed directly to Grade 1, 2, or 3 by special determination of Council upon consideration of previous comparable police experience- If a patrolman is appointed directly to Grade 1 or Grade 2 under this Section and receives satisfactory fitness and/or performance reports pursuant to Civil Service Regulations, he is eligible for promotion to the next salary grade after service in grade for the periods set forth below:

Grade 1 to Grade 2 -Twelve (12) months total service.

Grade 2 to Grade 3 -Twenty-four (24) months total service.

Grade 3 to Grade 4 -Five (5) full years (60 months) total service.

Grade 4 to Grade 5 - Eight (8) full years (96 full months) total service.

Section 24.04

Firearms Qualification - Each employee shall receive a firearms qualification payment of two thousand, two hundred and fifty dollars (\$2,250) annually. This shall be paid in two equal payments (a separate check will be issued) concurrent with the first pay of June and December. New hires and employees who have resigned, retired, or disability retired shall receive a prorated payment.

Section 24.05

Officer In Charge Pay (OIC) - If a patrolman is placed in charge of his shift, in the absence of a sergeant, he will be compensated an additional two dollars (\$2.00) per hour after working more than four (4) consecutive shift hours in that capacity. Upon working more than four (4) hours as OIC, the compensation shall be retroactive back to the first hour worked. Effective July 1, 2007.

Section 24.06

Shift Differential – Bargaining Unit members permanently assigned to work between the hours of 5:45pm and 5:45 am shall receive one dollar and fifty cents (\$1.50) per hour in addition to their base rate of pay. Bargaining Unit members permanently assigned to Float shall receive fifty cents (\$.50) per hour in addition to their base rate of pay.

Section 24.07

Field Training Officer (FTO) Pay- Patrol Officers who are designated to serve as Field Training Officers (FTO) will be paid a premium of one hour of pay at their overtime rate per shift.

ARTICLE 25: LONGEVITY

Section 25.01

All full-time patrolmen of the City of Macedonia shall receive a longevity stipend for his/her years of service in accordance with the following schedule:

YEARS OF SERVICE	STIPEND
3	\$400
4	450
5	500
6	550
7	600
8	650
9	700
10	1,000
11	1,000
12	1,000
13	1,000
14	1,000
15	1,250
16	1,250
17	1,250
18	1,250
19	1,250
20	1,500
21	1,500
22	1,500
23	1,500

24	1,500
25	1,750
26	1,750
27	1,750
28	1,750
29	1,750
30+	2,000

Section 25.02

After an employee has reached the anniversary date of full-time employment, he is eligible to receive longevity payments. Such payment shall be made on the payroll following the anniversary date.

Section 25.03

Any full-time employee leaving for retirement shall receive the prorated portion of their longevity payment based upon the date of leaving.

Section 25.04

In the event of the death of a member, the estate of said member shall be paid the prorated share of his/her earned longevity stipend.

ARTICLE 26: UNIFORM ALLOWANCE

Section 26.01

That each member of the bargaining unit is entitled to an annual allowance of \$1,050.00 in payment for necessary uniforms or parts thereof, each year of the labor agreement. Payment shall be in a separate check issued in April and October each year. Employee must be actively employed by the city at the time of payment to be eligible.

Section 26.02

Bargaining Unit Members shall be permitted to use their clothing allowance to make a one-time purchase of an authorized departmental duty firearm.

Section 26.04

Every six (6) years or upon expiration of the manufacturer's warranty the City will pay 100% of the cost of a protective vest not to exceed \$800.00 of the total cost for any employee of the

Police Department. The employer may at its discretion require the employee to wear the protective vest.

ARTICLE 27: SPECIAL LEAVE

Section 27.01

Leave without pay for personal reasons may be granted by the Chief of Police and Safety Director/Mayor upon request for periods not in excess of ninety (90) calendar days.

Section 27.02

Employees absent due to illness may request such special leave upon expiration of sick leave.

Section 27.03

Special sick leave may be renewed or extended beyond ninety (90) days by approval of the Chief of Police and the Safety Director/Mayor. Upon return from special leave, the employee shall be reinstated to his former position in the department.

Section 27.04

Utilization of unused vacation time, sick time or compensatory time, may be required and subject to approval of leave without pay. Denial of such leave shall be at the discretion of the Chief of Police and the Safety Director/Mayor.

Section 27.05

If the above is granted by the Chief of Police, seniority shall not continue for the period of time the employee is on an unpaid leave, but the leave shall not be considered as a break in service. The continuation of benefits for the unpaid leave shall be at the discretion of the Safety Director/Mayor.

ARTICLE 28: FAMILY MEDICAL LEAVE

Section 28.01

The City and Union agree and acknowledge that the provision of the Family and Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and Union will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the Federal agency enforcing the FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights

under the Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

Where an employee who is eligible for leave under FMLA, has 40 hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining sick leave.

ARTICLE 29: LAY-OFFS AND RESTORATION

Section 29.01

Pursuant to the Ohio Collective Bargaining Law, O.R.C. 4117.08, this is strictly a management right and is excluded for collective bargaining.

Section 29.02

All lay-offs and restorations shall be in accordance with O.R.C. 124.

ARTICLE 30: NO STRIKE AND NO LOCK-OUT

Section 30.01

In recognition that the services provided by the employees are essential to the public health, safety and welfare there shall be no interruption of employees' work for any cause whatsoever, nor shall there be any work slowdown or other interference with said public services.

Section 30.02

In the event that any employee is engaged in any violation of Section 01 of this Article, the OPBA shall upon notification by the City, immediately order such employee or employees to resume normal work activities. If the OPBA carries out its' obligations under this section in good faith and has neither authorized or ratified such action, it shall have no liability for such action.

Section 30.03

The City shall not engage in a lockout of the bargaining unit members of the City Police Department.

ARTICLE 31: REIMBURSEMENT OF DAMAGES

Section 31.01

If in performing his/her duty as a police officer, such officer should suffer damage to his eyeglasses, wrist watch, dentures or similar type items, a proof of loss shall be made in writing to the Chief of Police then forwarded to the Safety Director/Mayor. Upon approval,

the police officer shall be reimbursed for said damages but such payment shall not exceed two hundred and fifty (\$250) dollars.

The city shall be entitled to the right of subrogation.

Section 31.02

Any employee who has damaged their uniform while in the performance of his duties, the Employer shall replace or repair the damaged uniforms, and such payment shall not be deducted from the employee's uniform allowance, if approved by the Chief of Police.

Section 31.03

Should the City receive any money for purposes of reimbursement for damages to the employee's property, all money received for restitution shall be paid to the employee.

Section 31.04

Reimbursement of damages shall be made within sixty (60) days from the date the written request was given to the Chief of Police.

ARTICLE 32: INSURANCE

Section 32.01

Effective January 1, 2014, the city's contribution for employee health insurance premium shall be 95% of the total monthly premium. Effective January 1, 2015 the city's contribution for employee health insurance premium shall be 95% of the total monthly premium for employees who have obtained gold or platinum status in the vitality wellness program the preceding year. Effective January 1, 2015, the city's contribution for employee health insurance premium shall be 90% of the total monthly premium for employees who have not obtained at least gold status in the vitality wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll.

Section 32.02

Each bargaining unit shall appoint up to 2 representatives to the Health Care Cost Containment Committee. The City shall appoint up to 2 representatives for non-union employees (not including support staff required for facilitating the work of the committee). In addition, the Mayor and up to 2 members of council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review cost associated with all medical insurance policies and identify methods for controlling costs.

Section 32.03

The Employer shall provide life insurance in the amount of \$25,000.00 per employee.

Section 32.04

The city shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the finance department to pay the entire monthly premium five days prior to the start of the month. Failure to do so will result in termination of city provided health care benefits and a notice of COBRA shall be issued.

Section 32.05

In exchange for an increased annual dental maximum of \$1,500, employee deductions for single dental coverage will be \$1.00 per pay and employee deductions for family coverage will be \$2.50 per pay.

ARTICLE 33: SMOKE FREE CRUISER

Section 33.01

The Chief shall designate a patrol vehicle as a smoke free vehicle to be used by members who do not smoke.

ARTICLE 34: DRUG TESTING

Section 34.01

Drug and alcohol screening/testing shall be conducted upon reasonable cause which means that the Employer possesses facts that give rise to reasonable cause 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 by the City in any criminal proceedings. The results of drug and alcohol testing shall be kept confidential except as may be provided by law. Results may be released to a person or entity when the City is authorized in writing by the employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 34.02

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.

Section 34.03

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of urine 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 as the two previous tests. If at any point the results of the drug testing procedures conducted by the Employer 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.

Section 34.04

Upon the findings of positive for a 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 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 shall have the right to initiate disciplinary action, pursuant to Article 9 of the Agreement .

An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave 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. For the purpose of this section, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. 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,

Section 34.05

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 three (3) years 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.

Section 34.06

No drug testing shall be conducted without the authorization of the Mayor or his designee. If the Mayor 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 confidential except as provided by law, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 34.07

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

Section 34.08

Employees that purposely make false accusations pursuant to this section shall be subject to disciplinary action pursuant to Article 9 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

Section 34.09

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Committee shall meet at least annually to review the Drug Free Workplace program.

ARTICLE 35: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 35.01

The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 9 of this Agreement.

Section 35.02

Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 35.03

This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article 9 of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions pursuant to Article 9 of this Agreement. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 36: WELLNESS

The City agrees to annually issue purchase orders up to one thousand five hundred (\$1,500) for the purchase of exercise equipment maintained by the Police Department.

ARTICLE 37: DURATION OF AGREEMENT

Section 37.01

The Parties agree that this Agreement shall be effective January 1, 2014 and shall continue to be in force and effect until December 31, 2016. The Parties also agree that this Agreement shall continue to remain in force and effect until a succeeding Agreement has been negotiated.

Section 37.02

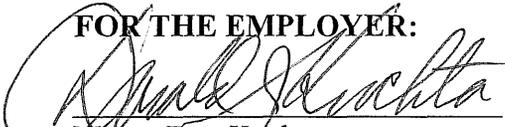
Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days, prior to the termination date of this Agreement.

Both parties agree to re-open negotiations for wages only, Article 24, Section 24.01, for 2016, at least sixty (60) days, but not more than ninety (90) days, prior to December 31, 2015. Such reopener will be conducted pursuant to Ohio Revised Code Section 4117.

ARTICLE 38: EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 19th day of December, 2013.

FOR THE EMPLOYER:



Mayor Don Kuchta
1-7-2014

FOR THE OPBA:

