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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF OAKWOOD, MONTGOMERY COUNTY, OHIO

and

FRATERNAL ORDER OF POLICE, OAKWOOD LODGE NO. 107

2015 JAN -7 PM 2:00
STATE EMPLOYMENT RELATIONS BOARD

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Effective from and after October 27, 2014 through October 26, 2015

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AGREEMENT

THIS AGREEMENT is made and entered into in the City of Oakwood, Montgomery County, Ohio, on August 21, 2014, by and between said City of Oakwood ("City") and the Fraternal Order of Police, Oakwood Lodge No. 107 ("Lodge") in consideration of the following mutual promises and covenants.

ARTICLE 1. COOPERATION

The City and the Lodge each agrees to use the best efforts to serve the citizens of the City and the public in general, by providing services, to achieve better understanding between the City, the Lodge, and the employees represented by the Lodge; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Lodge and the employees represented by the Lodge.

ARTICLE 2. LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Merit Service Rules and Regulations, upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials and officers to follow the terms contained herein, to the extent that they are applicable in the exercise of authority, conferred upon them by Law.

ARTICLE 3. RECOGNITION

Section 3.1. Exclusive Bargaining Agent. The City recognizes the Lodge as the exclusive bargaining agent for the bargaining unit as defined below, for the purpose of negotiating wages, hours and other terms and conditions of employment.

All work traditionally performed by Public Safety Officers shall be exclusively performed by said officers and shall not be performed by any other persons or entities, whether or not employed by the City.

This language in no way limits the city's ability to assign safety department supervisory personnel to duties routinely performed by supervisors. Furthermore, this language is not intended to preclude assigning public safety officers to serve as acting crew command officers consistent with the language in Section 6.4.

Section 3.2. Bargaining Unit. The bargaining unit shall consist of all full time Public Safety Officers employed by the City. Throughout the remainder of this Agreement, the full time Public Safety Officers who make up the bargaining unit shall be referred to as employees or officers.

Section 3.3. Probationary Period. The probationary period for new hires with no police, fire or EMS certifications shall be 18 months. The probationary period for

employees hired through lateral entry with prior certification(s) shall be six (6) months commencing at the conclusion of the field training period; however, in no case shall the probationary period for an employee exceed 18 months.

Section 3.4. Dues Deduction. During the period this Agreement is in effect, the City will deduct the regular monthly Lodge dues from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The authorization and deduction shall be irrevocable for a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Lodge, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Lodge, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than forty (40) days nor less than ten (10) days prior to the expiration of any such one (1) year period or the expiration of any such collective bargaining agreement. The Lodge shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

ARTICLE 4. NON-DISCRIMINATION

Section 4.1. The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the Lodge or the bargaining unit or his participation in activities prescribed in this Agreement.

Section 4.2. There shall be no unlawful discrimination against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, or handicap.

ARTICLE 5. MANAGEMENT RIGHTS

Section 5.1. Rights Reserved to City. Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Safety Department of the City, as such rights existed prior to the execution of this or any other previous Agreement with the Lodge. The sole and exclusive rights of the City, which are not abridged by this Agreement, shall include but are not limited to, its right to determine the existence or non-existence of facts which are the basis of the Safety Department and/or City decisions, to establish or continue policies, practices or procedures for the conduct of the Safety Department and its services to the citizens of the City, and from time to time, to change or abolish such practices or procedures; the right to determine and from time to time re-determine, the number, locations and relocations and types of its officers and employees or to discontinue any performance by officers or employees of the City; to determine the number of hours per day or week any operation of the Safety Department may be carried on; to select and determine the number and types of officers required; to assign such work in accordance with the requirements determined by the

City; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments, to transfer, promote or demote officers or employees, or to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work, or other legitimate reasons, to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the Safety Department of the City.

Section 5.2. No Strike or Other Interference. Neither the Lodge nor any employee shall take part in, cause, or aid any strike, slowdown, picketing, or any other interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section. An employee discharged or disciplined under the above may have his guilt or innocence reviewed by filing a grievance and pursuing the appropriate subsequent steps under this Agreement.

Section 5.3. Lodge to Denounce Strike or Other Interference. If there is an unauthorized strike, work stoppage, interruption impeding of work, the Lodge, together with its officers and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval; order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. If these steps are followed, there shall be no liability on the part of the Lodge or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.

ARTICLE 6. WAGES

Section 6.1. Paychecks will be dated, available and negotiable on every other Thursday at 0700 hours in the dispatch area. If Thursday is a holiday, then the paychecks will be dated and available on Wednesday. Late signing of pay sheets (time cards) will not delay in any way the receipt of the paycheck.

When direct deposit of paychecks is made available to the employee's banking institution, the payment of paychecks will change to Fridays at 0700 hours. If Friday is a holiday, then the paychecks will be dated and available on Thursday. If direct deposit is terminated for any reason, then the payment of paychecks will revert to the language in the above paragraph.

BASE WAGES

Wage rates for employees in the bargaining unit shall be as set forth below.

Section 6.2. Employees working a 24/48 schedule shall receive an annual aggregate compensation*. The City has established a 15 day work period in accordance with the Fair Labor Standards Act schedule for fire fighters. Hours worked in excess of 114 and up to 120 during a 15 day work period will be compensated at 1.5 times an hourly rate which when added together at the end of a fully scheduled work year will result in a combined total as indicated. Employees who are called to work additional hours beyond the normally scheduled 120 hours per 15 day work period will be compensated at a premium contract overtime rate which will be 1.5 times the premium base listed below. The City reserves the right to change the work period during the length of this contract as long as payments are made in accordance with the Fair Labor Standards Act.

For purposes of FLSA, a 15 day work period has been established for employees working a 24/48 schedule, and considering the fact that employees are compensated on a biweekly basis, both parties agree that an average uniform biweekly pay consistent with past practices will be maintained unless such practices are determined to be in violation of Department of Labor Standards. If such a determination is made, the City will negotiate a practice consistent with DOL regulations. Pay checks may vary depending on the number of unscheduled overtime hours an employee may have worked during a particular pay period. Those employees not on the 24/48 schedule will have a 14 day work period according to the FLSA schedule for police officers. Those employees on a 14 day schedule who work their scheduled number of hours will receive the average uniform biweekly compensation listed below. All unscheduled hours will be paid at 1.5 times the premium base as described.

Since it is recognized that employees may at times be assigned to a schedule other than the basic 24 hour on 48 hour off schedule pursuant to the Article 25 and in view of the work week assigned to detectives, all bargaining unit employees employed for a fully scheduled work year shall receive the annual aggregate compensation designated below at the appropriate step or steps, exclusive of premium contract overtime to which employees may be entitled. "Fully scheduled work year" shall include all periods of sick leave, injury leave, funeral leave, vacation, EDO's and personal leave; and shall not include disciplinary suspensions or leaves of absence without pay. Such compensation for all employees shall be received as an average uniform biweekly pay listed below. Should an employee sever employment during the year, he shall be entitled to the pro-rated amount of such average uniform biweekly amount.

It is further agreed that the change in designation from annual compensation to annual aggregate compensation is made to address the City's concerns over FLSA and is agreed to by the Lodge in consideration of the pledge by the City that no employee shall suffer a loss or reduction of any annual, biweekly or premium base rate compensation (including negotiated increases) by reason of such change. Further, it is understood that historically compensation increases have been negotiated using the hourly rate for overtime and holiday purposes (now the premium base rate) as the sole basis for such per hour increases.

The following compensation rates shall be in effect from and after October 27, 2014 through October 26, 2015.

	ANNUAL AGGREGATE COMPENSATION*	AVERAGE UNIFORM BIWEEKLY	PREMIUM BASE**
Step A	$63,835.20	$2,455.20	$30.69
Step B	$71.344.00	$2,744.00	$34.30
Step C	$80,412.80	$3,092.80	$38.66
Step D	$82,076.80	$3,156.80	$39.46
Step E	$83,470.40	$3,210.40	$40.13
Step F	$85,259.20	$3,279.20	$40.99
Step G	$87,942.40	$3,382.40	$42.28

** This premium base shall be used for calculating the "premium contract overtime rate" only.

Section 6.3. For employees hired after November 1, 2009, the period of time between Step A through Step G shall be fifty-four months. After six months in Steps A, B and C an employee shall be considered for advancement to the next higher step. After twelve months in any step thereafter, an employee shall be considered for advancement to a higher step. Advancements from step to step within the pay range shall be made by the City Manager, taking into consideration merit, fitness, longevity, change in responsibilities of the position and any other factors that may in the future, in the judgment of the City Manager, be pertinent in determining individual advancements and compensation. The City Manager shall consult with the Personnel Officer with respect to such factors and shall consider any recommendations of the Personnel Officer thereon. Advancements in rates of compensation ordinarily shall be to the next higher step, but in exceptional circumstances, may be made to any higher step, in the City Manager's discretion. In addition to the steps set forth in this Article, the City Manager may set intermediate steps and rates of pay applicable thereto.

Section 6.4. A Public Safety Officer who has been formally appointed to serve as Acting Crew Command Officer, as opposed to Incident Commander, by the Public Safety Director or his designate and whose appointment has been approved by the City Manager or his designate, shall receive, in addition to his wages, an additional wage increment amounting to 15% more than his normal hourly wage consistent with past practices of payment (See Article 21.4). Said rate of pay shall apply only if the Acting Crew Command Officer performs appointed duties for more than four (4) hours within any twenty-four (24) hour period.

Section 6.5. Pension Pick-up. The City will, on behalf of the employees covered under this Agreement, enter into a salary reduction "pick-up" plan whereby the City "picks-up" the employee's contribution to the Police and Firemen's Disability and Pension Fund, treating it as an additional employer contribution for federal tax purposes. At the same time, the City will reduce the employees cash compensation by an equivalent amount. If changes in Federal or State income tax laws or regulations cause the City to incur additional costs as a result of this provision, this section of the contract shall be immediately re-negotiated.

Section 6.6 Shift Differential. Officers assigned to an eight (8) hour first relief schedule shall receive an additional $.80 per hour.

Section 6.7 Paramedic Certification. In addition to the annual aggregate compensation listed under Section 6.2, employees who hold and maintain paramedic certification shall receive a lump sum payment of $1,050 each calendar year. Such payment shall be made on or before the first pay Friday in November. Employees who receive their certification during the course of a contract year shall receive a pro-rated lump sum payment.

ARTICLE 7. TUITION REIMBURSEMENT

The purpose of this article is to provide an incentive for bargaining unit members to continue their education and training in job related programs which will improve their skills and abilities in performing their job responsibilities.

Bargaining unit members will be provided tuition reimbursement up to a maximum of $1,200 each contract year for job related courses taken at an accredited college or university. The city shall determine whether a course, or major leading to a degree is job related. Any employee desiring to receive such reimbursement must receive approval from the Safety Director and City Manager prior to enrolling in a course. If the city determines a major is job related, then any class taken in fulfilling requirements for that major will be eligible for reimbursement.

To be eligible for reimbursement, an employee must receive a grade of B- or better or a passing grade on a pass/fail system. Reimbursement will be made within 30 days following submission of the following information:

1) Official transcripts or grade report;
2) Copies of paid tuition, fees and textbook receipts.

An employee covered hereunder who terminates employment with the city within two years after completion of a course or courses paid for under the tuition reimbursement program shall refund to the city a pro-rated share of money received. The amount to be refunded may be withheld from any termination pay due the employee.

ARTICLE 8. HOLIDAYS

Section 8.1. Names of Holidays. The following eleven (11) days are recognized as holidays under this Agreement: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, and the employee's birthday.

Section 8.2. Compensation for Holidays. Members of the bargaining unit shall receive compensation in an amount equal to eight (8) hours times the premium base listed under Section 6.2 for each of the holidays named in Section 8.1 in addition to any compensation earned for services performed on such days provided that members of the bargaining unit who work on New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and/or Christmas shall receive compensation in an amount equal to sixteen (16) hours times the premium base listed under Section 6.2 for each of the six holidays noted in addition to any compensation earned for services performed on such days. Employees who use four (4) or more hours of paid leave on any of the six (6) premium holidays shall only receive eight (8) times the premium base.

Section 8.3. Aggregate Payment. Compensation for the above named holidays shall be in one aggregate payment to all employees on or before the first pay Friday in November. This aggregate payment will include payment for holidays which occurred during the preceding twelve (12) month period. Employees who are not employed for the entire twelve (12) month period shall receive compensation for those above named holidays which occurred while employed by the Safety Department.

Should F.O.P. Lodge 107 make written request to the Public Safety Director, the method of holiday compensation shall return to a method which allows compensation to be provided each employee in the pay period which each holiday occurs.

Should the Auditor of the State of Ohio rule that the aggregate payment method is improper, the method of compensation shall be altered to allow compensation in each pay period as described above.

Section 8.4. Employees to Work Holidays. It is recognized that the nature of work to be performed by the Safety Department is such that it must be performed on such holidays, and employees shall perform their normal duties on those days to the extent scheduled to do so.

ARTICLE 9. VACATION

Vacation leave will be accumulated and used on the following basis:

Section 9.1. One But Less Than Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of one full year's service, but less than five full work years, shall receive six (6) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight hours off duty shifts) who have completed a minimum of one full year's service, but less than five full work years, shall receive twelve (12) eight hour working days of paid vacation annually.

Section 9.2. Five But Less Than Ten Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of five full year's service, but less than ten full work years, shall receive seven (7) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of five full year's service, but less than ten full work years, shall receive fourteen (14) eight hour working days of paid vacation annually.

Section 9.3. Ten But Less Than Fifteen Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of ten full year's service, but less than fifteen full work years, shall receive nine (9) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of ten full year's service, but less than fifteen full work years, shall receive nineteen (19) eight hour working days of paid vacation annually.

Section 9.4. Fifteen But Less Than Twenty Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of fifteen full year's service, but less than twenty full work years, shall receive ten (10) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of fifteen full year's service, but less than twenty full work years, shall receive twenty-one (21) eight hour working days of paid vacation annually.

Section 9.5. Twenty But Less Than Twenty-Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of twenty full year's service, but less than twenty-five full work years, shall receive twelve (12) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of twenty full year's service, but less than twenty-five full work years, shall receive twenty-three (23) eight hour working days of paid vacation annually.

Section 9.6. Twenty-Five Years. Employees assigned to a twenty-four hour on duty, forty-eight hour off duty work schedule and who have completed a minimum of twenty-five full year's service, shall receive thirteen (13) twenty-four hour work days of paid vacation annually.

Employees assigned to daily duty shifts (as opposed to twenty-four hour on duty, forty-eight off duty shifts) who have completed a minimum of twenty-five full year's service, shall receive twenty-five (25) eight hour working days of paid vacation annually.

Section 9.7. Pro-Rated. Employees who leave the employ of the Safety Department before their anniversary date, after completing twelve (12) full months of service, shall receive compensation for that pro-rated portion of vacation.

Section 9.8. Accumulation of Vacation Days. An employee on a 24/48 schedule may accumulate not more than two (2) twenty-four hour vacation days to be used in the next calendar year. Employees working a 24/48 schedule who have completed five full work years shall be entitled to accumulate five (5) twenty-four hour vacation days. Employees working an 8 hour schedule may accumulate not more than four (4) eight hour vacation days to be used in the next calendar year. Employees working an 8 hour schedule who have completed five full work years shall be entitled to accumulate nine (9) such vacation days. Any such vacation days so accumulated are to be used in the next calendar year pursuant to his schedule being approved by the Public Safety Director.

Section 9.9. Scheduling of Vacation. The City agrees to confer with the Labor Management Committee each year prior to determining annual vacation rules. The City shall retain the right to schedule such vacations, giving consideration to both the desire of the employee and needs of the City. Further, the City agrees that once it (the City) has determined the scheduling method by which upcoming vacation may be taken, it will use good faith efforts to maintain such rules for that calendar year and will not modify such annual rules without first communicating with the Labor Management Committee.

Section 9.10. Ordering In. The City shall use reasonable efforts to avoid ordering an employee to work on his days off immediately before or after a vacation.

ARTICLE 10. EXTRA DAYS OFF

Section 10.1. Employees shall be entitled to twelve (12) extra days off (EDO's), each such EDO to represent one full twenty-four hour on duty day. However, employees in their first year of employment shall be entitled to a maximum of six (6) extra days off (EDO's) and shall not be entitled to any EDO's during their first sixty (60) days of employment.

EDO's shall be applicable to and used only by those employees who are assigned to work on a shift of twenty-four hours on duty followed immediately by forty-eight hours off duty.

Allowable EDO's shall be pro-rated over each calendar year.

Section 10.2. Scheduling of EDO's. The City agrees to confer with the Labor Management Committee each year prior to determining annual EDO rules. The City shall retain the right to schedule such EDO's giving consideration to both the desire of the employee and the needs of the City. Employees working a 24-48 schedule will be required to use one (1) EDO each month and shall schedule the EDO at least one calendar week in advance by mutual consent of the City and the employee. EDO's are not cumulative and are lost if not taken each month.

The City agrees that once it (the City) has determined the scheduling method by which upcoming EDO's may be taken, it will use good faith efforts to maintain such rules for that calendar year and will not modify such annual rules without first communicating with the Labor Management Committee.

Section 10.3. Ordering In. The City shall use reasonable efforts to avoid ordering an employee to work on his days off immediately before or after an EDO.

Section 10.4. Personal Leave Days. Employees who are assigned to daily duty assignments (as opposed to the twenty-four hour on duty, forty-eight hour off duty type of duty shift) shall be entitled to five (5) personal leave days annually. The scheduling of any such personal leave days shall be in accordance with the rules established and as approved by the Public Safety Director.

Allowable personal leave days shall be pro-rated over each calendar year.

ARTICLE 11. SICK LEAVE

Section 11.1. Rate of Accumulation. For purposes of this article, a day shall mean one (1) eight (8) hour day. Sick leave with pay is earned by employees at the rate of one and one-fourth days per month of satisfactory employment, credited as earned and limited to a maximum in any one year to fifteen (15) days.

Section 11.2. Maximum Accumulation. Employees may accumulate sick leave under Merit Service Rules up to a maximum of one hundred fifty (150) days.

Section 11.3. Conversion Into Vacation Days. Employees who have, as of their anniversary date of employment, accumulated sick leave in excess of ninety days shall during such year be entitled to a conversion of one additional day of vacation for each three days of sick leave so accumulated in excess of ninety days. No employee shall receive in excess of five additional vacation days during any year by reason hereof and said additional days vacation may not be accumulated from year to year, but must be used during the year when employees are first entitled thereto, except that accumulated sick leave less than three in number may be carried forward to the succeeding year and used in computing vacation during this succeeding year.

Employees who have, as of their anniversary date of employment, accumulated sick leave in excess of one hundred thirty-five (135) days shall, during such year be entitled to a conversion of two additional days of vacation for each three days of sick leave so accumulated in excess of one hundred thirty-five days. No employee shall receive in excess of six additional vacation days during any one year by reason hereof and said additional vacation may not be accumulated from year to year but must be used during the year when employees are first entitled thereto, except that accumulated sick leave days less than three in number and in excess of one hundred thirty-five may be carried forward to the succeeding year and used in computing vacation days during this succeeding year.

Under no circumstances may an employee receive more than six vacation days (eight-hour days) by reason of conversion of sick leave into vacation.

Section 11.4. Use of Sick Leave; Doctor's Certificate. Sick leave may be used for the employee's absences due to illness, injury, or exposure to a contagious or communicable disease of said employee or member of his family residing in the same household. For family illness, after two (2) working days, but excluding those hours when an employee may have been called from work due to such family illness, additional days of leave may be granted when specifically approved in advance and in writing by the City Manager and in accordance with applicable personnel rules and regulations.

A doctor's certificate may be required to substantiate an employee's absence.

(a) For probationary employees.

(b) Multiple absences on a single day (five or more employees).

(c) In cases where employees utilize sick leave for their own illness immediately following the use of two (2) work days to provide care to a member of his family living in the same household.

(d) After four (4) occurrences of sick leave days during a calendar year, an employee will be required to furnish a doctor's certificate for any subsequent sick leave usage for the remainder of the calendar year. For purposes of this section, an "occurrence" is defined as a single day or block of successive days in which an employee is absent from work for more than one-half of his/her scheduled shift. An employee on a 24/48 schedule will be charged an "occurrence" if he/she misses more than 12 hours of a scheduled shift. Those employees on an 8-hour shift will be charged an "occurrence" if he/she misses more than four (4) hours of a scheduled shift.

Employees who are required to furnish a doctor's certificate under the terms of this section but fail to do so, will be subject to progressive disciplinary action.

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

Section 11.5. Payment for Accumulated Sick Leave on Retirement or Death. Any employee who dies or who retires under the provisions of the Police and Fire Relief and Pension Act, or any other subsequent plan of the State of Ohio will be compensated for accumulated sick leave in the following manner:

(a) If at the date of death or retirement the employee had accumulated unused sick leave of sixty (60) through one hundred nineteen (119) days, the employee, or his estate upon written application of the executor or administrator, will be compensated for such unused accumulated sick leave upon the basis of one (1) day's pay for every three (3) days of sick leave accumulated.

(b) If at the date of death or retirement the employee had accumulated unused sick leave of one hundred twenty (120) days through one hundred fifty (150) days, the employee, or his estate upon written application of the executor or administrator, will be compensated for such unused accumulated sick leave days upon the basis of one (1) day's pay for every two (2) days of sick leave accumulated.

Section 11.6. Maternity Leave. Any pregnant female public safety officer shall be entitled to maternity leave benefits consistent with the following provisions:

(a) She notifies the Public Safety Director of her pregnancy and her approximate delivery date and gives the Director a letter indicating her desire to return to work following her period of disability.

(b) She performs her full-time duties as long as she is able as determined by her physician. Maternity leave shall be without pay, unless the employee chooses to use accrued vacation, EDO's or sick leave. The employee shall be presumed capable of returning to work after six (6) weeks following the delivery, unless her physician provides written verification that the employee is disabled and unable to return to work.

Once released by her physician to return to her normal duties, the employee shall be returned to her normal duties provided she has properly notified the Safety Director of her intent to return to work. If the City has legitimate doubts that the employee is able to return to her duties, the City may require the employee to undergo an examination by a physician chosen by the City who is an expert in the field of obstetrics

and gynecology. In the event that the City's report deems the employee disabled, the employee shall continue on disability leave as any other employee until the specialist approves of her return to work.

Section 11.7. During the term of this Agreement, letters to members of the Lodge from this department regarding sick leave usage shall be entirely informational and indicate just the amount of usage of sick leave and the number of days left. No disciplinary statement of implication shall be contained in such letter.

ARTICLE 12. FUNERAL LEAVE

Section 12.1. Immediate Family. An employee shall be granted paid leave not to exceed five (5) working days for eight hour employees and two (2) working days for 24-48 hour employees in the event of a death in the employee's immediate family. The immediate family is defined as spouse, child, step-child, parent, brother or sister. An employee shall be granted three (3) consecutive calendar days of paid leave in the event of the death of a parent-in-law, brother-in-law, sister-in-law, grandparents and grandparents-in-law, half brother or foster brother and half sister or foster sister, and grandchild.

Section 12.2. Other Relatives. The employee shall be granted one calendar day of paid leave (to consist of the normal regular compensation for the time the employee was normally scheduled to work during that period) in the event of a death of other close relatives to attend the formal funeral service.

ARTICLE 13. INJURY LEAVE

Section 13.1. Employees shall have one hundred twenty (120) days of injury leave with pay to be used for the first one hundred twenty (120) days of absence caused by each injury and occupational disease which, as determined under the Worker's Compensation System of Ohio, was a compensable work-related injury or occupational disease.

Section 13.2. Such injury leave shall not be charged against accumulated sick leave.

Section 13.3. To avoid double recovery, amounts of money received by an employee through the Worker's Compensation System for such an injury shall be credited against compensation the employee would receive through use of injury leave days, with the City paying only the difference.

Section 13.4. After the expiration of the one hundred twenty (120) days of injury leave, an employee's absences due to injury may be charged against accumulated sick leave in accordance with the standard sick leave provisions of this Agreement.

ARTICLE 14. LIFE INSURANCE

Each employee shall be provided with term life insurance coverage in the face amount of, $80,000, to be effective when such employee completes the first six months of employment with the City and to be paid for by the City. Said term life insurance protection may be carried by the City under a group policy, and shall provide double indemnity for accidental death.

ARTICLE 15. HOSPITAL AND MEDICAL INSURANCE

Section 15.1. Each employee shall be provided with group hospital, medical care, drug, and vision insurance at the same benefit coverage level as those provided to the city's management and office employees.

Employees will be required to contribute $130.00 towards the monthly health insurance premium. The cap amount is a maximum premium contribution and during the term of this Agreement no employee will be required to contribute an amount greater than the monthly contribution rate for the city's management and office personnel.

Section 15.2. Each employee shall be provided an optional dental plan. The City shall pay 80% of the cost of the monthly premium for the dental program. Employees will pay 20% of the monthly premium through payroll deduction. Said payroll deduction will be made from each paycheck to cover the monthly employee contribution.

Section 15.3. The parties acknowledge the city's right to change insurance carriers and benefits during the term of this agreement.

Section 15.4. All of the coverage set forth above apply to and includes the family of each employee as defined by such hospital and medical insurance plan.

Section 15.5. The City will make available for each employee copies of such explanatory brochures and pamphlets as the City can obtain.

ARTICLE 16. ADDITIONAL INSURANCE

Each employee shall be provided with police professional liability insurance coverage to be paid for by the City. Such insurance may be carried by the City under a group policy.

ARTICLE 17. UNIFORM ALLOWANCE

In lieu of furnishing uniforms for employees assigned to plain-clothes duty, the sum of $1,000.00 per year shall be paid on a pro-rated basis and in such installments

as the City may determine to employees who are assigned to such duty. Employees assigned detective duties on a 24/48 crew shall receive the sum of $350 per year. Said

uniform allowances shall be paid upon submission of sales receipts by those employees assigned to plain-clothes duty or serving as a crew detective. Any unsubstantiated differences between the total amount of sales receipts and the stated uniform allowances will be recorded as income and subject to all applicable tax deductions.

ARTICLE 18. GRIEVANCE PROCEDURE

Section 18.1. There shall be an earnest, honest effort to settle differences and disputes promptly. If differences arise between any employee and City or between the Lodge and City concerning interpretation or application of this Agreement to the rights, obligations or liabilities of the parties, or, if there are allegations that the City has violated any term of this Agreement, such differences or allegations shall be handled as follows:

Step 1. The aggrieved employee or the Lodge shall reduce the grievance to writing on forms acceptable to the City supplied by the Lodge for this purpose and present it to the Operations Captain or his designate. Three copies of the grievance form shall be prepared, dated and signed by the aggrieved employee and distribution of said copies shall be as follows: one copy to the Operations Captain or his designate; one copy to the Safety Department Director; and one copy to the City Manager. The time limit for filing a grievance or class grievance shall be seven days from the time the employee or Lodge could reasonably have learned of the grievance. The Operations Captain or his designate will reply in writing to the grievance by the end of the seventh calendar day after it was presented to him. If the grievant does not refer the grievance to the second step of the procedure within five calendar days after receipt of the decision rendered in the first step, it shall be considered to be satisfactorily resolved. If the City fails to reply within the above time limit, the grievance shall be considered to be resolved in favor of the grievant, but without setting precedent for any future grievances.

Step 2. If the grievance is unresolved at the preceding step and is referred to the second step, it shall be referred in writing to the Safety Department Director or his designated representative by the grievant. After the receipt of the grievance, the Safety Department Director or his designated representative will reply to the grievance in writing by the end of the seventh calendar day, excluding Saturdays, Sundays and legal holidays. If the grievant does not refer the grievance to the third step of the procedure within five calendar days after receipt of the decision rendered in the second step, it shall be considered to be satisfactorily resolved. If the City fails to reply within the above time limit, the grievance shall be considered to be resolved in favor of the grievant, but without setting precedent for any future grievance.

Step 3. If the grievance is unresolved at the preceding step and is referred to the third step, it shall be referred in writing to the City Manager by the grievant. After receipt of the grievance, the City Manager will reply to the grievant, in writing, by the end of the fifth calendar day, excluding Saturdays, Sundays and legal holidays. If the Lodge does not refer this grievance at the fourth step of the procedure within seven calendar days after receipt of the City Manager's reply, it shall be considered to be satisfactorily

resolved. If the City fails to reply within the above time limit, the grievance shall be considered to be resolved in favor of the grievant, but without setting precedent for any future grievance.

Step 4. If the grievance is unresolved at the preceding step and is referred to the fourth step, the following procedure will take place:

(a) Within seven (7) days after the Lodge has apprised the City Manager in writing of this referral to the fourth step, the City and the Lodge shall have agreed upon an arbitrator or shall have requested the American Arbitration Association to initiate procedures for the appointment of an arbitrator.

(b) The arbitration under this Step 4 shall be of a final and binding nature and shall be conducted under the rules of the American Arbitration Association, with the provision that the decision shall not modify or amend this Agreement, shall constitute a final and binding opinion to the City Manager and shall be final and binding upon the parties. Expenses of the arbitration procedure shall be paid equally by the City and the Lodge.

(c) In cases of differences or disputes arising under this Agreement where an appeal also may be made to the Oakwood Personnel Appeals Board, (e.g. all disciplinary matters), the grievant and/or the Lodge, as the case may be shall choose whether to process a grievance through the contractual grievance-arbitration procedure or to file an appeal with the Oakwood Personnel Appeals Board. If the Oakwood Personnel Appeals Board is chosen, the City and the Lodge shall request a date for a hearing to be held within sixty (60) calendar days. In no case shall the Lodge and/or the grievant be permitted to utilize both the grievance-arbitration procedure and the Oakwood Personnel Appeals Board in regard to the same matter.

Section 18.2. It is understood that the time limits imposed in this Article may be extended at any time by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Lodge.

Section 18.3. Either the Lodge or the City shall have the right to have a Lodge representative present at any of the steps of the grievance procedure. Any employee or the Lodge shall have the right to grieve unreasonable work rules and regulations.

ARTICLE 19. ADDITIONAL WORK AND ADDITIONAL COMPENSATION

Section 19.1. Off-duty employees who are recalled for additional work shall report for such duty with reasonable promptness and dispatch and shall receive additional compensation at 1.5 times the premium base set forth in Section 6.2. Additional compensation paid to such recalled employees shall commence at the report for duty time designated by the supervisor or the time the employee actually reports for the additional duty, whichever occurs later.

Employees assigned to a daily duty schedule may work up to a maximum of 160 hours in any 28 consecutive day period, but shall not work more than seven (7) consecutive days without at least a one (1) day interruption of said schedule, unless an employee is ordered to additional work in the event of a riot, fire or civil disorder to supply manpower beyond that normally required by the Safety Director to serve the needs of the City. Maintenance of any daily schedule shall not restrict the City's right to order employees to additional duty.

Section 19.2. In addition to the foregoing, when an employee is required to remain on duty beyond the end of his shift, he shall do so and receive additional compensation as set forth in Section 19.1. Such call-in duty shall not be interpreted to mean time ordinarily required to change shifts and be relieved from duty.

Section 19.3. Compensation paid for additional work under either Section 19.1 or Section 19.2 above shall be calculated and paid on the basis of the nearest quarter of an hour worked.

Section 19.4. An employee who performs additional work under Section 19.1, Paragraph 2, shall be paid the additional compensation provided for, on the basis of a minimum of two (2) hours work for each instance of said recall, with the exception that this two hour call-in provision shall not apply to an employee recalled for additional duty within two hours of when he would otherwise report for duty under routine circumstances. This two hour call-in provisions shall not apply to court appearances which have separate call-in provisions in the next paragraph of the Contract.

Section 19.5. An off duty employee who is required to appear in any civil or criminal court to testify as a witness on any legal complaint instituted as a result of an alleged violation of law occurring within the City, shall be paid additional compensation provided for in Section 19.1 or Section 19.2 above, on the basis of a minimum of three (3) hours work for each day's appearance in Oakwood municipal Court, and on the basis of a minimum of four (4) hours work for each day's appearance in any other court. The maximum amount of such additional compensation over the minimum specified above shall be based upon the time such employee is required actually to be in attendance in court, terminating when the employee is dismissed by the attorney who called him as a witness or when the case is admitted to the court or the jury for decision, whichever occurs earlier.

Section 19.6. All additional work under Section 19.1 or 19.2 above must be required and approved as such in advance by the supervisor on duty.

Section 19.7. When an employee is required to report for additional training within the first thirty minutes following the end of his previous duty shift, the report to duty time shall be deemed to commence immediately at the end of said previous shift. The City shall make good faith efforts to provide that except in unusual circumstances, an employee recalled for additional training duties within two (2) hours after the end of said previous shift, shall be scheduled to report for such training not later than thirty (30) minutes after the end of the previous shift.

ARTICLE 20. OTHER COURT APPEARANCES

Section 20.1. The prosecutor of the City of Oakwood shall utilize every effort to effect a practice that will alleviate the long waiting of police officers in civil court cases.

Section 20.2. Jury Duty. The following procedure shall be followed when a member of the bargaining unit is required to appear for jury duty. The employee will make every reasonable attempt to be excused from such duty. The employee shall immediately inform his supervisor within the department and the City shall retain the right to make reasonable efforts to have the employee excused from such duty.

If the employee is not excused and must appear for jury duty on his regularly scheduled work day, said employee shall return to work immediately after having been dismissed from jury duty and shall be paid for that duty day less amount received for jury service.

ARTICLE 21. LIMITATIONS ON DISCIPLINE

Section 21.1. No report submitted by an employee which shows or tends to show that the employee has committed a crime may be used in any criminal proceeding against the employee (at Grand Jury, trial or any other stage) to the extent that Federal or State law would prohibit such usage. The report may be used by the City in taking actions, and in defending such action, with respect to discharge or discipline of the employee. This section shall not prohibit the criminal prosecution of the employee based upon evidence which is admissible in court under State and/or Federal law.

Section 21.2. At any time an individual with supervisory authority conducts a meeting (including investigatory meetings), informal or formal, with an employee wherein disciplinary action, other than verbal counseling could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to require that a representative of the Lodge be present, provided that the Lodge representative shall not inhibit fact finding. Further, at the time of such investigatory meeting, the employee against whom allegations of a violation in departmental procedures has been made shall be entitled to receive a written statement specifying such allegations in addition to the names of those departmental supervisors who may have received and/or passed or delegated the investigation of such allegations. Should such allegations originate from another employee, such employee shall also be present at this investigatory meeting.

An employee who is the subject of an investigation and the Lodge shall be notified within seven (7) calendar days that an investigation has began, detailing the specific allegations and the complaint against him/her, unless the notification would jeopardize the investigation. From the time of notification the City will have 45 days to complete the investigation and notify the employee and the Lodge in writing of the investigation findings, unless the Lodge and the City agree to extend the investigation period. Unless an extension is mutually agreed upon by the parties, if the City does not adhere to time

limits as outlined in Section 21.2 and 21.3, the matter will be considered closed and no discipline will result from the investigation.

Section 21.3. No hearing shall take place on any disciplinary matter until there is made available to the employee (who is the subject of the hearing) a written copy of the charges against him naming the witnesses who will be called to testify against him in the hearing (other than rebuttal witnesses). This section shall not apply to investigations prior to the filing of formal charges.

Disciplinary hearings, if necessary, will be conducted within 10 calendar days of the date that an employee was notified of the findings of an investigation with at least 24 hours notice to the employee. This time can be extended if mutually agreed to by both the Lodge and the City.

Section 21.4. Verbal counselings will not be considered "discipline" under the provision of this Agreement. In cases of verbal counseling, the following shall apply.

(a) Because verbal counselings are not to be considered "discipline" under the Agreement, neither the Union nor any bargaining unit member may utilize the grievance process to grieve the receipt of a verbal counseling.

(b) In imposing verbal counseling, the City shall do so by noting the verbal counseling, the subject of such counseling and that such verbal counseling is not discipline. Said notations shall be placed in a separate file only, not in the employee's personnel file. The employee will also receive a copy of the notice.

(c) In order to avoid double jeopardy, no discipline shall be imposed regarding a specific instance for which the employee receives verbal counseling.

This section on verbal counseling is entered into in good faith by the City and the Union in an effort to remediate performance deficiencies without discipline.

No employee shall be disciplined while temporarily assigned to duty as a supervisor unless his performance falls below a level expected of him in his regular classification or unless his performance is deliberately inefficient or otherwise deliberately inappropriate under the circumstances.

Section 21.5. In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:

(a) If an employee works four consecutive months after receiving a verbal reprimand without additional discipline noted in his personnel file, such verbal reprimand will be removed from the file.

(b) If an employee works twelve consecutive months after receiving a written reprimand without additional discipline noted in his personnel file, such written reprimand will be removed from the file.

(c) If an employee works two consecutive years after receiving a suspension of six days or less without additional discipline being noted in his personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

(d) If an employee works three consecutive years after receiving a suspension of six through ten days without additional discipline being noted in his personnel file, such suspension shall not be used as a factor in any subsequent disciplinary matter.

ARTICLE 22. LABOR MANAGEMENT COMMITTEE

Section 22.1. In the interest of sound relations between the Safety Department and the officers or employees therein, a Joint Committee, half of whom shall be from the City and half of whom shall be from the Lodge, will convene from time to time for the purpose of discussing subjects of mutual concern. The Personnel Officer of the City shall attend such meetings as an ex-officio member and act as Committee Secretary. Meetings may be requested not more than once every thirty (30) days, except upon mutual agreement of both parties. There shall be no obligation upon the City or Department to renegotiate working conditions, pay or any other policy or practice which may be the subject of such discussions. It is understood that the purpose of such meetings could lead to a mutual recommendation to the Safety Director and to the constituents of the Lodge, and thus increase and expand the understanding and cooperation of the parties hereto. To the extent minutes are maintained of any such meeting, they shall be mutually agreed upon before posting or publication.

The City hereby acknowledges that it will present to the Labor Management Committee for discussion all proposed changes in uniforms worn by members of the bargaining unit and all proposed expenditures from any police special account. Through this procedure, the City intends to solicit the Committee's opinion and recommendation on these matters, with the clear understanding that such opinion and recommendation is advisory only and that the final decision on these matters lies solely with the City.

ARTICLE 23. LIMITATION ON HOUSEKEEPING DUTIES

Section 23.1. During five days of each calendar week, the employees shall not be responsible for performing janitorial services on the first floor of the Safety/City Building, except in the following circumstances:

(a) emergency or unusual conditions causing need for an immediate clean-up; and,

(b) holidays, acts of God, strikes or failure of janitorial workers to appear or perform work for any reason beyond reasonable control of the City.

Section 23.2. To the extent reasonably possible, the scheduling of in-house work duties shall be approximately consistent and equitable among the three crews, taken as three separate units.

Section 23.3. The City shall make no study assignment which is required to be performed by a non-probationary employee when said employee is off duty and not within the City Building or under the direct control of the City.

Those employees who without objection attend schools or training outside of the Safety Department shall perform to the best of their abilities under the requirements set forth by such schools and training staff.

ARTICLE 24. LISTING OF FOP REPRESENTATIVES

The Lodge shall submit in writing to the City a list of the officers and/or other employees authorized to act as Lodge Representatives under this Agreement. The Lodge shall be entitled to name a primary and an alternate such Lodge Representative on each of the three crews. Such written list shall be signed by the President of the Lodge, shall be delivered to the City by giving it to the City Manager or the Personnel Officer, and shall be dated as of the date it is so received by the City. Any such written list shall be effective from the time is received by the City until it is replaced by a subsequent list delivered to the City in the same manner. The City shall not be required to recognize as a Lodge Representative any employee not so named in the written list then in effect. The Lodge shall be entitled to change any one or more of its Lodge Representatives by delivery of such a subsequent list to the City.

Upon seven (7) days notice, the President and/or his designee shall be guaranteed release from duty without loss of pay for up to six (6) scheduled work days per year for official union business such as but not limited to conferences, conventions and educational meetings. The President and/or his designee shall be entitled to an one (1) additional scheduled work day per year for union business as long as the City is not required to incur overtime expense as a result thereof.

ARTICLE 25. WORK WEEK SCHEDULE

Section 25.1. Exclusive of reasonable changes in start up times, not to exceed one hour earlier or later than 0730 hours, the City will continue in effect a basic twenty-four hour on duty forty-eight hour off duty schedule for the twelve most senior members of the bargaining unit. For any employee assigned to the 24/48 duty schedule, street police patrol will normally consist of not more than the traditional eight consecutive hours except

in special circumstances where, in the opinion of the Public Safety Director, additional hours of street work are required.

Section 25.2. The City retains the right to alter this work schedule, as in the past, for the purposes of training and special assignment. Special assignments include, but are not limited to transfers to the detective section and the performance of special and/or routine investigative duties. The City shall retain the right to schedule such work schedules giving consideration to both the desires of the employee and the needs of the City. Except under exigent circumstances, the City shall provide an employee on special assignment at least 30 days notice of changes to or termination of a special assignment.

The intent of the foregoing language is not to be interpreted that the City must maintain any certain crew size or strength but rather is to guarantee a place within a basic twenty-four hour on duty, forty-eight hour off duty schedule for the twelve most senior members of the bargaining unit, independent of crew strength.

Section 25.3. Employees shall provide forty (40) days of first relief tours in any 12 consecutive months. If the schedule requires employees to work more than 40 first relief tours during any consecutive 12 months, the assignment of additional tours shall be filled by established overtime procedures.

Employees scheduled for first relief duty shall begin their tour at 2330 hours and shall work three (3), eight hour first relief tours for every 24 hour work day with no more than three (3) consecutive, eight hour first relief tours being worked in succession, absent of compelling circumstances which would render the schedule unworkable (riots, major civil disorders, etc.). These first relief tours will be scheduled three (3) months in advance and selected by the employee on the basis of seniority. If an employee is scheduled for a 24 hour shift at the end of their first relief tours, the employee may be required to work up to 4 hours of police patrol during that 24 hour shift unless compelling circumstances require that additional hours be worked.

Effective January 1, 1995, the schedule for providing first relief duty as outlined herein shall remain in full force and effect for the length of this contract unless either party provides written notice to the other to modify or change the first relief schedule, subject to the performance criteria listed below. The criteria to be used in determining whether or not a scheduling modification or change is reasonable includes:

1. Overtime and related cost implications of the existing schedule;
2. Number of employees available for all shifts; and
3. Availability of specially trained personnel including ACCO's and paramedics for all shifts.

The parties agree to a quarterly review of the first relief schedule to be evaluated against said performance criteria. If there is no mutual agreement or understanding by both parties on whether or not the existing first relief schedule should be changed or modified, the parties will mediate the issue with the assistance of a mutually selected

mediator. In the event the parties cannot mutually agree on a mediator, the parties jointly will request a list of seven arbitrators to serve as a mediator from the FMCS. The parties will select the mediator by the alternate striking of names, and either party may request a second list. The parties shall split the costs of the mediator and FMCS equally. The mediation period shall not exceed one (1) week. After one week, if there is no mutual understanding or agreement between the parties, and the bargaining concerns a change under Section 25.3 which governs the first relief schedule only, the parties shall submit the issue to binding arbitration for a decision. By mutual agreement, however, the parties may direct the FMCS appointed mediator to a concurrent role of mediator/arbitrator.

Nothing herein shall limit the ability of the city or the lodge to propose other scheduling alternatives for the first relief schedule so long as any change in the existing schedule is mutually agreed upon by both parties.

Section 25.4. Nothing contained in Section 25.1 or 25.2 shall be deemed to prohibit any of the twelve most senior members of the bargaining unit from volunteering to work a daily duty schedule other than the twenty-four on duty, forty-eight hour off duty schedule, subject to provisions included herein. Future reference to "senior" employee or member in the remainder of this section shall mean one of the twelve most senior members of the bargaining unit.

(a) Any of the twelve most senior members of the bargaining unit who volunteer for a daily duty schedule may be required to serve a minimum of six (6) months on said schedule.

(b) The City reserves the right to alter any daily duty schedule. Should the schedule for which a senior member of the bargaining unit volunteered be altered, such employee shall be permitted at his request to return to the twenty-four hour on duty, forty-eight hour off duty schedule within a reasonable time from the alteration of such daily duty schedule.

(c) If a senior employee who volunteered for a daily duty schedule wishes to return to a twenty-four hour on duty, forty-eight hours off duty schedule at the end of any six (6) month period, that employee must make such written request to the Public Safety Director no later than thirty (30) days prior to the end of any such six (6) month period. Such six (6) month periods may be automatically renewed unless an employee makes such a written request.

(d) No senior employee shall be disciplined, or any other way unfavorably treated, because of a refusal to volunteer for a daily duty schedule assignment.

Section 25.5. Any employee not one of the twelve most senior members of the bargaining unit may be assigned either to a twenty-four hour on duty, forty-eight hour off duty type of schedule or to a daily duty schedule, as described below.

Such employees who are assigned to a daily duty schedule may work up to a maximum of one hundred and sixty (160) hours in any twenty-eight (28) consecutive day period, but shall not work more than seven (7) consecutive days without at least one (1) day interruption of said daily duty schedule. Such employees who are assigned to a twenty-four hour on duty, forty-eight hour off duty schedule shall not, when assigned such schedule, be scheduled in excess of forty (40) first relief tours of duty in any twelve (12) consecutive month period. However, first relief tours completed by such employees while scheduled on a daily duty schedule shall not be considered to apply to the maximum of forty (40) first relief tours while said employee may be assigned to a twenty-four hour on duty, forty-eight (48) hours off duty schedule.

The City retains the right to alter any work schedule for the purposes of training and special assignment. The City shall retain the right to schedule such work schedules giving consideration to both the desires of the employee and the needs of the City.

Section 25.6. The City shall maintain such work schedules as are required by this Article, except to the extent that: any state or federal laws, regulations, orders, court or arbitrators' decisions, or the City incurring extraordinary expenses not reasonably contemplated during this most current negotiations, requires a change. As an example only, any decision or order requiring a 40 hour work week or its equivalent.

Section 25.7. The employee who is regularly scheduled on 24/48 hour shifts may be detached from his or her crew to serve 40 hours in not more than five (5) consecutive days of training or special assignment without the payment of overtime in lieu of two (2) 24 hours days. This section addresses the payment of overtime only and does not affect the City's right to schedule as set forth in other articles or sections of the contract.

Section 25.8. Maintenance of any work schedule shall not be deemed to restrict the right of the City to order employees to additional duty.

Section 25.9. Layoff. In the event of a reduction in force, employees will be laid off in inverse order of seniority (determined according to the most recent date of hire in the bargaining unit) providing merit between the employees involved is relatively equal.

Section 25.10. In the event of a crew transfer, the following will be the method used to determine the work schedule: The City will examine how the transfer fits into three consecutive pay periods beginning with the pay period within which the transfer takes place. Employees within those three consecutive pay periods scheduled (as a result of the transfer) to work fifteen (15) days shall be entitled to either one work day of overtime pay or an additional work day off at the choice of the City. Employees who are scheduled for 14 work days within those three consecutive pay periods shall not be entitled to any additional overtime or time off independent of the employee's work schedule so long as the employee is not working two consecutive 24-hour shifts in a row.

ARTICLE 26. SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequent statute or ordinance or by a decision of any authorized Governmental Agency or Court, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 27. EFFECT OF LAWS

This Agreement is subject to all existing Federal and State law, Merit Service Rules and Regulations, Municipal Charter provisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances, resolutions, or any judicial decision interpreting them. The City shall adopt no ordinances or resolutions repugnant to the terms and conditions of this Agreement. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 28. WAIVER

Section 28.1. The parties acknowledge that during the negotiation which resulted in 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 understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Section 28.2. During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject and agrees that it shall take no action to compel the other party to negotiate on any subject, except to the extent this Agreement specifically provides otherwise.

ARTICLE 29. DURATION

This Agreement shall be in full force and effect from October 27, 2014, through October 26, 2015. This Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of a desire to re-negotiate is given by either party to the other at least sixty (60) days but not more than ninety (90) days prior to October 26, 2015 or any subsequent anniversary date. Upon the delivery of such a notice, the parties shall meet and negotiate with respect to a new contract, sufficiently in advance of the expiration date so as to enable the reaching of an agreement prior to expiration.

IN WITNESS WHEREOF, the parties have signed this Agreement this 21st day of August, 2014.

FRATERNAL ORDER OF POLICE/ OAKWOOD LODGE NO. 107

By _____
Scott D. Cavin
President

By _____
Kevin Pruszynski
Vice President

By _____
Brian Pond
Secretary

By _____
Damian Baggett
Treasurer

CITY OF OAKWOOD

By _____
Norbert S. Klopsch,
Oakwood City Manager
Resolution No. 1792

By _____
Alexander P. Bebris
Safety Department Director

By _____
Alan J. Hill
Captain

By _____
Michael T. Jones
Captain

By _____
Jay A. Weiskircher
Assistant City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of Oakwood (the "City") and the Fraternal Order of Police, Oakwood Lodge 107 (the "Lodge").

In an effort to clarify Article 3 of the Collective Bargaining Agreement, the City and the Lodge agree to the following:

1. The City maintains its rights under mutual aid agreements to call upon outside agencies for personnel and equipment to supplement and enhance services provided by the Safety Department and perform duties traditionally performed by City of Oakwood Safety Officers under emergency conditions or incidents. Examples of use of mutual aid may include, but are not limited to: response to emergent incidents, fire responses, EMS calls, and other calls where an inadequate number of Oakwood Safety Department personnel are available for deployment in a timely manner.

2. The City shall maintain its right to use personnel and equipment from other agencies (in conjunction with Lodge members if available) to respond to extraordinary incidents and complaints, where an appropriate response would exceed the resources of the Oakwood Safety Department.

3. The City shall maintain its right to use personnel and equipment from other agencies in those instances where a particular training, skill, and or knowledge, or use of specialized equipment is required for a proper and appropriate response to particular incidents, complaints, and events. The department shall utilize personnel from the Oakwood Safety Department first and prior to utilizing members of other departments so long as Oakwood officers possess the necessary training, skill, and/or knowledge and are readily available.

4. The City may utilize personnel and equipment from outside agencies to perform tasks inside the City of Oakwood as part of the department's participation in regional task forces or investigative units (e.g. TCSU, SOFAST, Regional HAZMAT), where the City's involvement is related to an assigned case of the task force or mission of that organization.

5. Although the city retains all rights described under Article 5, it is agreed that if time permits, at least 24-hours in advance of such assignment, representatives from the City and the Lodge will meet and discuss the filling of position(s) needed for special details, assignments, and investigations.

6. This MOU shall not limit or otherwise preclude other Oakwood employees from engaging in those duties or tasks that are already being performed by other city departments.

7. This language is not intended to change or erode Section 3 or any related section of the Collective Bargaining Agreement, nor will it be used to permit employees from other departments to permanently perform Lodge member's traditional work.

City of Oakwood	Fraternal Order of Police, Oakwood Lodge 107
Date: November 6, 2009	Date: November 6, 2009