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# AGREEMENT
# BETWEEN

# THE CITY OF NORTHWOOD, OHIO
# AND
# OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
# (DISPATCHER UNIT)

Effective January 1, 2015
Through
December 31, 2017

## TABLE OF CONTENTS


| ARTICLE | | PAGE |
|---|---|---|
| | PREAMBLE/PURPOSE | 1 |
| 1 | RECOGNITION | 1 |
| 2 | DUES DEDUCTION | 1 |
| 3 | REPRESENTATION | 2 |
| 4 | TIME OFF FOR UNION BUSINESS | 3 |
| 5 | NONDISCRIMINATION | 4 |
| 6 | MANAGEMENT RIGHTS | 4 |
| 7 | NO STRIKE/NO LOCKOUT | 5 |
| 8 | GRIEVANCE PROCEDURE | 6 |
| 9 | CORRECTIVE ACTION | 10 |
| 10 | DRUG AND ALCOHOL TESTING | 12 |
| 11 | LABOR/MANAGEMENT MEETINGS | 15 |
| 12 | BULLETIN BOARDS | 15 |
| 13 | WORK RULES | 16 |
| 14 | PROBATIONARY PERIOD | 17 |
| 15 | SENIORITY | 17 |
| 16 | LAYOFF AND RECALL | 18 |
| 17 | HOURS OF WORK | 19 |
| 18 | OVERTIME | 20 |
| 19 | SICK LEAVE | 21 |
| 20 | FUNERAL LEAVE | 24 |
| 21 | TRADE DAYS OFF | 25 |
| 22 | UNPAID LEAVES OF ABSENCE | 25 |
| 23 | OTHER EMPLOYMENT WHILE ON LEAVE | 26 |
| 24 | JURY LEAVE | 27 |
| 25 | MILITARY LEAVE | 27 |
| 26 | INJURY LEAVE | 28 |
| 27 | UNIFORMS | 29 |
| 28 | HOLIDAYS | 29 |
| 29 | VACATION | 30 |
| 30 | GROUP INSURANCE | 31 |
| 31 | PAYDAY | 32 |
| 32 | PAY CHECK DEDUCTIONS | 32 |
| 33 | TRAVEL ALLOWANCE | 32 |
| 34 | MEAL ALLOWANCE | 33 |
| 35 | COMPENSATION | 33 |
| 36 | EDUCATIONAL REIMBURSEMENT | 35 |
| 37 | WAIVER IN CASE OF EMERGENCY | 35 |
| 38 | SEVERABILITY | 36 |
| 39 | DURATION OF AGREEMENT | 36 |
| | SIGNATURE PAGE | 37 |
| | APPENDIX A | 38 |

## PREAMBLE/PURPOSE

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

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

## ARTICLE 1
## RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for all full-time Dispatchers in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 99-REP-04-0092 on July 15, 1999.

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

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

## ARTICLE 2
## DUES DEDUCTION

DUES/FAIR SHARE FEE DEDUCTION

Section 2.1. The Employer agrees to deduct membership dues and fair share fees in accordance with this article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods or the thirty-first (31st) day of employment, whichever comes first.

Section 2.2. The Employer agrees to deduct regular membership dues and fair share fees once each month from the pay of any employee in the bargaining unit eligible for such deduction. For membership dues, a signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee, signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct membership dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer, except that no authorization shall be required of a fair share fee.

Section 2.3. The OPBA represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the OPBA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Section 2.4. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues and fair share fees. The OPBA hereby agrees that it will indemnify and hold the City harmless from any claim, action, or proceeding by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.5. The Employer shall be relieved from making such individual dues or fair share fee deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence. The Employer shall also be relieved from making such individual dues deductions upon an employee's written revocation of the check-off authorization or resignation by the Employee from the Union.

Section 2.6. The Employer shall not be obligated to make dues or fees deductions from any employee who, during any month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of membership dues and/or fair share fees.

Section 2.7. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions and/or fair share fees, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction and fees would normally be made by deducting the proper amount.

Section 2.8. The rate at which dues and fees are to be deducted shall be certified to the Employer by the OPBA during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions and/or fair share fees.

## ARTICLE 3
## REPRESENTATION

Section 3.1. A non-employee representative of the OPBA shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings, as authorized in this Agreement, provided the representative notifies the Employer of his intention to attend such

scheduled meetings or hearings, no later than the close of the business day immediately preceding the day of the scheduled meeting or hearing. Upon arrival, the OPBA representative shall identify himself to the Employer, or the Employer's designated representative.

Section 3.2. The Employer shall recognize two (2) dispatch employees, designated by the OPBA, to act as grievance representative, for the purposes of processing grievances in accordance with the grievance procedure. The grievance representative, or in his or her absence or inability to perform their function, designated alternate, shall be recognized as representative, as provided herein.

Section 3.3. The OPBA shall provide to the Employer an official roster of its local officers, OPBA representatives, and directors, which is to be kept current at all times and shall include the following: (1) name, (2) OPBA office held, and (3) work address and phone number of non-employee representatives. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 3.4. The investigation and writing of grievances shall be on nonwork time. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 3.5. The OPBA agrees that no representative of the OPBA, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt the normal work duties of employees. Further, the OPBA agrees not to conduct meetings (bargaining unit, local, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct OPBA business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the OPBA or any OPBA affiliate, during the work time of any involved employee. Unauthorized activity shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 3.6. The Employer shall recognize two (2) employee representatives for purposes of negotiating changes and/or a successor contract to this Agreement. The OPBA shall notify the Employer in writing of the two (2) employees prior to the commencement of negotiations. The Employer shall be required to release one (1) employee with pay to participate in the entirety of any negotiation session.

## ARTICLE 4
## TIME OFF FOR UNION BUSINESS

Section 4.1. One (1) member of the Ohio Patrolmen's Benevolent Association shall be excused from his regular duties, without pay, for up to five (3) days (twenty-four [24] hours) each calendar year to attend the state and/or national meetings of the OPBA or to conduct other Union business which cannot be conducted except during the employee's normal working hours.

Advance written notice must be provided to the Chief of Police by an officer of the local OPBA not less than fourteen (14) days in advance of the date requested for such leave to begin. The notice shall contain the name of the employee attending and the dates the employee will be absent so the Employer may alter the work schedules to provide for adequate coverage while the employee is on leave.

## ARTICLE 5
## NONDISCRIMINATION

Section 5.1. Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, OPBA membership, or abstaining from OPBA membership.

Section 5.2. Except as specifically provided elsewhere in this Agreement, all references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 6
## MANAGEMENT RIGHTS

Section 6.1. The OPBA recognizes the right and authority of the Employer to administer the operations and functions of the Police Department and, in addition to other functions and responsibilities which are required by law, the OPBA recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Police Department, and its Dispatch unit, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following, except as otherwise provided in this Agreement:

1. 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;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

Section 6.3. 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.

## ARTICLE 7
## NO STRIKE/NO LOCKOUT

Section 7.1. It is agreed that the services performed by the employee covered under this Agreement are essential to the public health, safety, and welfare, and that a work stoppage of any kind would create a clear and present danger to the health, safety, and welfare of the public. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that the OPBA or its members shall not, for any reason, authorize, cause, support, engage in, sanction, participate in, or assist in any sick call, boycott, work stoppage, walkout, slowdown, strike, sympathy strike, or any other concerted activity which would interrupt the Employer's operations or services during the term of this Agreement or any extensions thereof.

Section 7.2. In addition to any other remedies available to the Employer, any employee(s), who individually or collectively violate Section 1 of this article shall be subject to discipline, including discharge.

Section 7.3. In the event of any violation of Section 1 of this article, the OPBA, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties, including, but not limited to, immediately ordering, both orally and by telegram or letter, signed by the ranking OPBA officer, with a copy directed to the Employer, all employees covered by this Agreement to return to work notwithstanding the existence of a picket line, and instructing all such employees that their conduct is in violation of the

Agreement, that they may be disciplined up to and including discharge, and that the OPBA directs and orders all such employees to return to work.

Section 7.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

Section 7.5. The Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, instigate, cause, sanction, aid, or condone any lockout of employees in the bargaining unit.

## ARTICLE 8
## GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a non probationary bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement. Therefore, any dispute or grievance which would change the terms of this Agreement, or the remedy to which would be a violation of state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure.

Section 8.2. A grievance under this procedure may be brought by any non probationary member of the bargaining unit or the Union. Where a group of bargaining unit members or the Union desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included.

Section 8.3. A probationary bargaining unit employee may appeal a nondisciplinary grievance to Steps 1 through 3 of the grievance procedure only. No probationary employee grievances may be appealed to arbitration.

Section 8.4. If specific administrative relief of a judicial or quasi judicial nature is provided for by the statutes of the State of Ohio or by the United States for review or redress of a specific matter (limited to Worker's Compensation, Unemployment Compensation, and/or Department of Labor, Wage and Hour Division), and if the matter does not apply directly to a provision of this Agreement, such matters may not be processed through the internal grievance procedure. However, the parties may meet in an attempt to resolve the matter prior to any appeal to any outside agency.

Section 8.5. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse

without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.
Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended only upon mutual consent of the Employer and the OPBA. Any such extensions shall be non precedent setting and cannot form the basis of any subsequent claim of past practice.

Section 8.6. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant shall submit his written grievance to his immediate supervisor within five (5) workdays of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee shall submit the grievance to the Police Captain within five (5) workdays of the Step 1 response. The Police Captain shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Police Captain shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date, if a meeting is held, or five (5) workdays following receipt of the grievance, whichever is applicable.

Step 3: If the grievance is not resolved in Step 2, the employee shall submit the grievance to the Police Chief within five (5) workdays of the Step 2 response. The Police Chief shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Police Chief shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date, if a meeting is held, or five (5) workdays following receipt of the grievance, whichever is applicable.

Step 4: If the grievance is not resolved in Step 3, the employee, with the appropriate OPBA representative, which may include an OPBA attorney, if the former desires, may refer the grievance to the City Administrator, within five (5) workdays after receiving the Step 3 reply.

The Administrator shall have five (5) workdays in which to schedule a meeting with the grieved employee and his appropriate OPBA representative. The

Administrator shall investigate and respond to the grievant and/or appropriate OPBA representative within ten (10) workdays following the meeting.

Step 5: Arbitration. If the grievance is not satisfactorily settled in Step 4 the OPBA may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the fourth step reply. Upon receipt of a request for arbitration, the City or its representative and the representative of the OPBA may, within ten (10) working days following the request for arbitration, select an arbitrator mutually. If they have not done so within said ten (10) working days following the request for arbitration, they shall jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. It shall be stipulated in the request to FMCS that the list must be comprised of "National Academy" arbitrators whose principal place of business is in the State of Ohio. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitration shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on the rights arising under any previous agreement, grievance, or

practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding upon the OPBA, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting it. All costs directly related to the services of the arbitrator shall be shared equally by the parties. Any expense of any witnesses shall be paid by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. All costs directly related to the services of the arbitrator shall be shared equally by the parties.

Section 8.7. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Employer and the OPBA:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance is being filed in writing;
4. Date and time grievance occurred:
5. The location where the grievance occurred;
6. A description of the incident giving rise to the grievance;
7. Specific articles and sections of the Agreement violated; and
8. Desired resolution to the grievance.

Section 8.8. For purposes of this article, workdays shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the Employer when the Employer is the responding party. Such "workdays" shall not include Saturdays, Sundays, or holidays.

## ARTICLE 9
## CORRECTIVE ACTION/EMPLOYEE RIGHTS

Section 9.1. No employee shall be reduced in pay, suspended, subject to "working suspension," or discharged except for just cause.

Section 9.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.3. Records of disciplinary actions shall be removed from the employee's personnel file in accordance with the following schedule provided the employee receives no intervening disciplinary actions during the period indicated:

Counselings.....twelve (12 months
Reprimands.....fifteen (15) months
Suspension of less than thirty (30) days .....thirty (30) months
Suspension of thirty (30) days or more.....forty-two ((42) months

Section 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. All disciplinary investigations shall be conducted as promptly as practicable. In the event an internal investigation exceeds fourteen (14) days from the date the Employer becomes aware of the incident, the Employer will notify the OPBA of the status of the investigation, provide an anticipated date of completion, and provide periodic updates thereafter.

Section 9.5. Whenever the Employer determines that an employee's conduct may warrant a suspension with or without pay, reduction in pay, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee shall be given at least twenty-four (24) hours notice of the conference and may be represented at such predisciplinary conference by an OPBA representative, and/or an OPBA attorney. Where twenty-four (24) hours or less notice is given to the employee of the predisciplinary conference, the OPBA attorney and/or representative shall have the right to request to the Employer in writing that the conference be rescheduled up to forty-eight (48) hours. The Employer shall not unreasonably deny such requests. Where the situation requires that the employee be placed on leave pending the predisciplinary conference, the leave shall be without pay until the day of the predisciplinary conference. However, where an employee is placed on unpaid leave under this section and is, at the end of the grievance procedure, not disciplined, the Employer will pay the employee's wages for the period of leave.

Section 9.6. Records of verbal warnings, written reprimands, or working suspensions that are maintained in the employee's personnel file shall include a copy to the employee at the time the warning or reprimand is included in the employee's personnel file.

Section 9.7. Upon appropriate request to the Employer an employee may inspect his personnel file subject to the following:

A. Inspection shall occur during the employee's nonworking hours and in a manner mutually acceptable to the employee and the Employer.

B. Copies of nonconfidential materials in an employee's personnel file shall be provided the employee upon written request. The employee shall bear the cost of duplication.

C. Preemployment information such as reference checks, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying.

Section 9.8. This article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.9. Reprimands, suspensions of three (3) days or less and counselings may be appealed to Steps 1 through 3 of the grievance procedure only. No such grievances may be appealed to arbitration.

Section 9.10. Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in predisciplinary conferences, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed and advised of their rights before any questioning.

B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have an OPBA representative or OPBA attorney present to advise him during the questioning.

C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. Preliminary investigations and predisciplinary conferences may be tape recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee. The employee may also record the hearing.

E. Preliminary investigations and predisciplinary conferences shall be held preferably during an employee's scheduled working hours or, if not feasible, at a time in reasonable proximity to his shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. Neither the Employer nor the OPBA shall initiate press releases or other communications to the press until the investigation is completed and the employee is either cleared or charged.

H. The employee, OPBA Counsel, or the OPBA shall be provided opportunity to inspect all written statements or that pertain to the investigation at the time the employee is charged. All other materials that pertain to the investigation, e.g. video or audio recordings, shall be made available for inspection and/or review by the employee, OPBA Counsel, or the OPBA upon request, during regular business hours.

When a single anonymous complaint is made against an employee, the Chief of Police or designee may advise and counsel the employee regarding the matter. In the event there is corroborative evidence, the accused employee shall be required to make a report or statement and may be the subject of disciplinary action. A confidential complaint shall not be considered an anonymous complaint.

## ARTICLE 10
## DRUG AND ALCOHOL TESTING

Section 10.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 10.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 10.3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 10.4.

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

| DRUG | SCREENING TEST | CONFIRMATION |
|---|---|---|
| 1. Amphetamines | 1000 ng/ml Amphetamine | 500 ng/ml GC-MS |
| 2. Barbiturates | 300 ng/ml Barbiturate | 300 ng/ml GC-MS |
| 3. Benzodiazepines | 300 ng/ml | 300 ng/ml |
| 4. Cocaine Metabolites | 300 ng/ml | 150 ng/ml |
| 5. Marijuana Metabolites | 50 ng/ml | 15 ng/mI |
| 6. Methadone | 300 ng/ml | 300 ng/ml |
| 7. Oxycodone | 100 ng/ml | 100 ng/ml |
| 8. Opiates | 300 ng/ml | 2000 ng/ml |
| 9. Phencyclidine PCP | 25 ng/ml | 25 ng/ml |
| 10. Propoxyphene | 300 ng/ml | 300 ng/ml |

Alcohol – .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

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

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

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

Section 10.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently Occupational Care Consultants) using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 10.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medial leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that a the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 14.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 10.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the OPBA shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 10.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 10.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 10.10. The provisions of this Article shall not require Employer to offer a Rehabilitation/detoxification program to any employee more than once.

## ARTICLE 11
## LABOR/MANAGEMENT MEETINGS

Section 11.1. In the interest of sound labor/management relations, upon request by either party and on a mutually agreeable date and time, the Employer shall meet with not more than three (3) representatives of the OPBA to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 11.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those OPBA representative who will be attending. The purpose of such meetings shall be to: (a) discuss the administration of this Agreement; (b) notify the OPBA of changes made by the Employer which effect bargaining unit members of the OPBA; (c) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties; (d) disseminate general information of interest to the parties; (e) discuss ways to increase productivity and improve effectiveness; and/or (f) consider and discuss health and safety matters relating to employees.

Section 11.3. Nothing contained in this article shall prevent the parties from meeting more frequently or less often than provided in Section 1 above if the parties mutually agree to so meet.

Section 11.4. Unless otherwise mutually agreed, such meetings shall be limited to two (2) hours in duration.

Section 11.5. Any OPBA employee representative attending a meeting during his regularly scheduled working hours shall suffer no loss in pay in connection with such attendance, but he shall not receive overtime compensation as a result thereof. An employee representative may be required to work if an emergency arises during a meeting.

Section 11.6. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## ARTICLE 12
## BULLETIN BOARDS

Section 12.1. The Employer agrees to provide one (1) bulletin board for use by the OPBA, and the dimensions of the board shall not exceed three (3) feet by four (4) feet. This bulletin board shall be located in an area designated by the Police Chief, but which is usually and customarily open to members of the bargaining unit.

Section 12.2. All OPBA notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by an OPBA representative.

Section 12.3. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval: (a) OPBA recreational and social affairs; (b) notice of OPBA meetings; (c) OPBA appointments; (d) notice of OPBA elections; (e) results of OPBA elections; (f) reports of nonpolitical standing committees and independent nonpolitical arms of the OPBA; (g) nonpolitical publications, rulings, or policies of the OPBA; and (h) articles containing information relating to the criminal justice field. All other notices of any kind, not covered by (a) through (h) above must receive prior approval of the Employer or his designated representative provided that such consent may not be unreasonably withheld. It is also understood that no material may be posted on the OPBA bulletin board at any time which contain the following; (a) personal attacks upon any other member or any other employee; (b) scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials; (c) attacks on any employee organization, regardless of whether the organization has local membership; (d) attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization; and (e) references to matters in controversy or dispute between the Employer and the OPBA, or any member of the bargaining unit.

Section 12.4. No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the OPBA except by permission of the Employer or its designee.

Section 12.5. Materials posted on the OPBA bulletin board shall not be removed or tampered with by the Employer unless such materials have been posted in violation of this article. The Employer's removal of such materials shall be subject to appeal by the OPBA solely through the grievance procedure contained elsewhere herein.

## ARTICLE 13
## WORK RULES

Section 13.1. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 13.2. It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules adopted by the Employer that violate the express terms of this Agreement shall be appealable through the grievance procedure contained elsewhere herein.

Section 13.3. The posting of work rules upon the Employer's "work rules" bulletin board, which shall be used solely to post such rules, shall constitute notice to all employees; however, the

Employer shall also provide copies of such work rules to all employees. The Employer shall also give notice of new work rules and work rules changes to the OPBA not later than the effective date and time. Sergeants' directives and expectations shall not constitute Awork rules@ which consist solely of general departmental work rules.

Section 13.4. Each newly hired employee covered by this Agreement will be supplied with a copy of the Administration/Operations Manual, which shall be maintained on the public drive for access to all employees in the bargaining unit and modifications shall be posted for a period of thirty (30) days following their adoption.

## ARTICLE 14
## PROBATIONARY PERIOD

Section 14.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

If a newly hired employee is required to obtain basic training after employment by the City, the employee's twelve (12) month probationary period shall be extended by the initial off-site training time required.

Section 14.2. Probationary employees shall not be eligible for promotion to any other position within the bargaining unit until they have successfully completed their initial twelve (12) month probationary period.

Section 14.3. The twelve (12) month probationary period for new employees shall not be extended except as specified in Section 14.1.

## ARTICLE 15
## SENIORITY

Section 15.1.

(A) "Seniority" for purpose of layoff and recall from layoff shall be computed on the basis of an employee's uninterrupted length of continuous service as a full-time employee with the Employer in the Police Department. Where more than one (1) employee has been appointed on the same date, then seniority shall be in accordance with position on the original eligibility list.

(B) A transfer from the bargaining unit lasting less than thirty-one (31) consecutive calendar days shall not constitute a break in continuous bargaining unit service. During absences from the bargaining unit of 31 consecutive days or longer, the employee shall not accumulate additional bargaining unit seniority. So long as (s)he has not lost seniority under section 15.5,

the previously accumulated bargaining unit seniority will be restored if (s)he resumes employment in the bargaining unit.

Section 15.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 15.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.4. The Employer shall post a seniority list on the bulletin board showing the seniority of each bargaining unit employee which list will be revised whenever there is a change in employment affecting it. One copy of the seniority list shall be furnished to the OPBA upon request.

Section 15.5. "Loss of seniority". The seniority of an employee shall be considered broken and the employment of the employee shall be terminated for the following reasons:

a. The employee resigns;

b. The employee retires;

c. The employee is deceased;

d. The employee is discharged for just cause (if successfully appealed, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement);

e. A lay off of duration longer than twelve (12) months;

f. Failure to return to work within fourteen (14) calendar days of a recall from layoff, absent extenuating circumstances (e.g.: illness, injury, or disability);

g. Failure to return to work at the expiration of a leave of absence, unless, for good and sufficient reason, the employee requests and is granted an extension of the leave at least five (5) work days before the scheduled date of return from the existing leave of absence.

## ARTICLE 16
## LAYOFF AND RECALL

Section 16.1. When the Employer determines that a long-term layoff or job abolishment is necessary, each of the affected employees shall be notified five (5) days in advance of the

effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the OPBA, agrees to discuss with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 16.2. The Employer shall determine when layoffs will occur, and employees will be laid off in accordance with their seniority and their qualifications to perform the remaining work available When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the remaining work without further training, the employee(s) with the least seniority will be laid off first.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the available work.

Section 16.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.5. The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

## ARTICLE 17
## HOURS OF WORK

Section 17.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2. The standard workweek shall consist of forty (40) hours based on five (5) eight (8) consecutive hour workdays and two (2) days off, provided that the employer and employee may, by mutual agreement, permit the splitting of an eight (8) hour workday. The two days off will be consecutive except as needed for purposes of scheduling training. The workweek shall be computed between 12.01 a.m. on Monday of each calendar week and 12:00 midnight the following Sunday. On training days outside the city, the employee will receive pay for the greater of the hours actually spent in training minus lunch and/or other breaks given throughout the training day or 8 hours.

## ARTICLE 18
## OVERTIME

Section 18.1. When an employee is required by the Employer to perform work for more than forty (40) hours in a calendar week, as defined in Section 2 of Article 17, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1½) times his regular hourly rate of pay. When an employee is required by the Employer to perform work for more than eight (8) hours in a regular workday, except in cases where the employee is required to double-back when changing shifts, he shall be paid overtime pay for such time over eight (8) hours at one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

For the purposes of this section, paid vacation, paid holidays, paid personal leave days, paid sick leave, and compensatory time off shall be considered "performed work." Other absences from work, paid or unpaid, shall not be considered "performed work."

Section 18.2. Any bargaining unit employee shall be permitted to accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked except paid holidays. If the employee wishes to request compensatory time, he shall designate this request in writing, to the Employer prior to the end of the pay period in which the overtime is worked and may be permitted to use up to 40 hours of compensatory time in a calendar year upon approval of the Employer.

Compensatory time if granted, will be on a time and one-half (1½) basis for each hour of overtime worked, at a time mutually convenient to the employee and the Employer. Employees may not be permitted to accumulate over forty (40) hours of compensatory time.

Section 18.3. The parties to this Agreement both recognize that situations will arise that require bargaining unit employees to work additional hours beyond the normal hours of work per day or per week in order to maintain sufficient personnel on duty to deal with emergencies.

The Chief of Police maintains his management rights to schedule employees for training, special assignments that require specialized skills and emergency situations or demand for service requiring less than three hours without utilizing the call-in procedure herein established.

When it is necessary to schedule overtime in the Communication Center the following procedure shall be followed on a voluntary basis, in order, until the Communication Center bargaining unit dispatcher shortage is filled.

Step 1: Available off-duty bargaining unit dispatcher by seniority in eight (8) or four (4) hour increments.

Step 2: Available on-duty bargaining unit dispatcher by seniority in four (4) hour increments.

Step 3: Incoming dispatchers by seniority in four (4) hour increments.

Step 4: Available qualified patrol officers non-bargaining unit qualified member by rank seniority in eight (8) or four (4) hour increments.

Step 5: Available qualified sergeants by rank seniority in eight (8) or four (4) hour increments. If steps 1-3 do not fill the shortage it then becomes an emergency. The least senior bargaining unit dispatcher on duty and/or the least senior bargaining unit dispatcher in-coming will be ordered to work the overtime, whichever is necessary.

Step 6: If steps 1-5 do not fill the shortage it then becomes an emergency. The least senior bargaining unit Dispatcher on duty and/or the least senior bargaining unit Dispatcher in-coming will be ordered to work the overtime, whichever is necessary, provided that if ordering the least senior bargaining unit Dispatcher to work the overtime would result in that employee having fewer than 8 hours between work assignments, the next least senior bargaining unit Dispatcher (whether on duty or incoming) may be ordered to work the overtime.

Section 18.4. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours work or pay upon arrival at the straight time or overtime rate whichever is appropriate in accordance with the other sections of this article. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided above.

Section 18.5. A bargaining unit employee who, in his capacity as police employee, is required to report for court duty outside of his regular scheduled shift shall be paid a minimum of two (2) hours of pay at the straight time or overtime rate, whichever is appropriate in accordance with other sections of this Article. The two (2) hour minimum will not apply when the court time overlaps, or runs contiguous to the employee's regular scheduled shift time.

## ARTICLE 19
## SICK LEAVE

Section 19.1. Crediting of Sick Leave. Sick leave shall be earned by bargaining unit employees at the rate of 4.6 hours for each completed eighty (80) hours of service. An employee will not receive additional sick leave credit for overtime hours worked. Sick leave credit will not be earned while an employee is on an unpaid leave of absence. Unused sick leave shall accumulate without limit.

Section 19.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

Section 19.3. Sick Leave Uses. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Nonoccupational illness or injury of the employee;

2. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary and is verified (immediate family is defined as the employee's spouse or domestic partner, children, step children, mother, father, siblings, step-siblings, step-parents, or other close relative living in the same household). Sick leave for family illness or injury reasons shall not exceed three (3) days to enable the employee to secure other arrangements for family care;

3. Pregnancy, childbirth, and/or related medical conditions. If the employee has used all of her sick leave to which she is entitled, the employee may be granted Family and Medical Leave per the provisions of Article 22, Section 22.4. Sick leave usage for maternity purposes must be supported by evidence from the employee's physician that the employee is unable to perform her job functions.

   A male employee may request the Employer for the use of a maximum of five (5) days sick leave to care for his wife and family during the post-natal period. If no sick leave balance exists, the employee may be granted a leave of absence without pay per the provisions for Family and Medical Leave in Article 22, Section 22.4.

Section 19.4. Evidence Required For Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of the written sick leave request to the employee's supervisor. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave.

The employee may be required to furnish a certificate from a physician to support any absence due to illness or injury if the Employer has cause to suspect that the absence may be unwarranted. If an employee takes sick leave without certification of inability to work by a duly licensed physician or medical authority and such leave exceeds six (6) days or forty-eight (48) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

During prolonged periods of illness or injury, the employee may be required to submit a physician's statement at intervals of at least thirty (30) days to justify payment of sick leave.

At the conclusion of illness or injury, the employee shall submit a physician's certificate stating the nature of the medical condition, the specified dates the employee was under the physician's

care, and a statement that the employee is physically able to return to work under the current conditions of employment of the employee's job.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than that for which it is requested shall be grounds for disciplinary action up to and including discharge. Nothing in this article will be construed to mean that paid sick leave will automatically be granted to an employee requesting it. It is within the discretion of the Employer to approve or disapprove sick leave requests.

Section 19.5. Notification By Employee. When an employee anticipates his absence from work he shall notify the Employer of the expected absence as soon as it is known to the employee but in no event later than two (2) hours prior to the start of his scheduled shift and shall continue doing so for every succeeding day of absence thereafter. If an employee has a prolonged illness or other reason for extended sick leave usage, the employee will notify the Chief of Police and may not be required to notify the Employer on a daily basis.

Section 19.6. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Employer.

Section 19.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall result in discipline, including dismissal and denial of sick leave payments. Any abuse of sick leave or the patterned used of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 19.8. Employees who have exhausted all forms of paid leave of absence and all other forms of paid time off from work may, at the discretion of the Employer, be granted a leave of absence without pay per the provisions of Article 22.

Section 19.9. Payment of accrued but unused sick leave will be made to each employee who retires under the Public Employees Retirement System (PERS) after thirty (30) years of service or receives a disability pension from PERS after ten (10) years of service with the City of Northwood at one-half (1/2) of the value of the accrued but unused sick leave credit up to the value seventy-five (75) days sick leave. Such payment shall be based on the employees rate of pay at the time of retirement.

The beneficiary of an employee who dies is eligible for such payment of accrued sick leave for which the expired employee would otherwise be qualified.

The beneficiary of an employee who dies in the line of duty shall receive payment for one hundred percent (100%) of the expired employee's accrued but unused sick leave. Such payment shall be based upon the deceased employee's rate of pay at the time of death.

For purposes of this section, only employees who qualify for retirement under the rules of the Ohio Public Employee Retirement System (OPERS) at the time of the separation from active service with the Employer shall qualify for such payment.

Section 19.10. Bargaining unit employees shall earn sick leave bonus pay for each calendar year worked in which sick leave usage is limited in accordance with the following formula:

| Sick Leave Hours Used | Sick Leave Bonus |
|---|---|
| 0-8 | Three (3) days off or lump sum equivalent |
| 9-16 | Two (2) days off or lump sum equivalent |
| 17-24 | One (1) day off or lump sum equivalent |
| 25 or more | Nothing |

The employees shall have sole discretion to elect between receiving the bonus as pay or time off. Sick leave bonus shall be paid by separate check in January each year based on each employee's sick leave usage during the previous calendar year.

If sick leave bonus days off are elected, they shall be used during the ensuing calendar year or shall be paid and extinguished in the following January as if payment had been initially elected.

## ARTICLE 20
## FUNERAL LEAVE

Section 20.1. In the event of death in the immediate family, a bargaining unit employee will be granted up to three (3) days leave of absence with pay for the purpose of making funeral arrangements and attending the funeral. The immediate family shall be the employee's spouse, mother, father, brother, sister, child, grandparent, step-child, step-parent, step-brother, step-sister, mother-in-law, father-in-law or grandchild, domestic partner, daughter-in-law, son-in-law, or other close relative living in the same household.

Section 20.1.1. In the event of death of the aunt or uncle of a full-time employee in the City service, such employee shall be entitled to use one (1) day of sick leave. To qualify for this one (1) day of sick leave, the employee must use it on the day of the funeral and must attend the funeral. This sick day used to attend the funeral will not qualify as an occurrence or be used against sick leave bonus.

Section 20.2. Notification of the circumstances permitting a leave of absence under the provisions of this Article shall be given to the Chief of Police or the City Administrator prior to absence from duty. Proof of the facts and circumstances claimed to entitle an employee to such leave of absence may be required.

## ARTICLE 21
## TRADE DAYS OFF

Section 21.1. Employees may be allowed to trade days off with other qualified employees of the same classification when such a trade does not interfere with the operation of the Police Department or create any additional cost to the Employer.

Section 21.2. All requests to trade days off shall be made at least three (3) workdays prior to the requested trade and shall be subject to the advance approval of the immediate supervisor(s) of the employees involved. The immediate supervisor and the Chief of Police may waive the three (3) workday requirement. The Chief shall establish the methods and procedures for requesting and recording the exchange of days off.

Section 21.3. The following rules shall apply for trading days off:

A. There shall be no trades involving more than two (2) employees.

B. No additional trades will be made by an employee until the first trade day has been repaid.

C. Any trade day must be repaid within the same work week that the trade took place.

## ARTICLE 22
## UNPAID LEAVES OF ABSENCE

Section 22.1. The Employer, in its discretion, may grant a leave of absence, without pay, to an employee for a maximum duration of twelve (12) months, and such leave shall not be renewed or extended beyond twelve (12) months.

Section 22.2. No such leave shall be granted unless the employee has requested the leave in writing, and the written request shall state the beginning and ending dates of the requested leave, as well as the reason(s) and necessity for such leave.

Section 22.3. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer, may be terminated from employment.

Section 22.4. Pursuant to the Family and Medical leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, or *in local parentis* has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a healthcare provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between healthcare providers, a third and binding opinion, at Employer expense, will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable under Article 19 of this Agreement), vacation, and personal leave days before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child, or placement for adoption or foster care of a child, or to care for a sick parent who has a serious health condition. The employee will be responsible for his share of the health insurance cost during the leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

## ARTICLE 23
## OTHER EMPLOYMENT WHILE ON LEAVE

Section 23.1. No employee shall be granted a leave of absence for the purpose of entering the employment of another employer or becoming self-employed, unless, after a review of the circumstances defined in detail by the employee's written request, the Chief of Police, in the exercise of his sole discretion, does not oppose the granting of such leave. If the Chief of Police disapproves the leave, the employee's request shall be deemed denied, and the Chief's decision shall not be appealable. If the Chief does not oppose the requested leave, the employee's request shall then be forwarded by the employee to the City Administrator who will present the leave request to the City Council, along with his recommendation as to whether the Council should grant the leave or not. Neither the City Administrator's recommendation, nor the Council's action in approving or disapproving the leave request, will be appealable. The Chief shall reply to such leave request within seven (7) calendar days after his receipt thereof, and the City Administrator shall present the request to the City Council within twenty-one (21) calendar days after it is submitted to him by the employee.

Section 23.2. If such leave of absence is falsely obtained, and the employee is found to be employed by another employer or self-employed while on leave, the employee shall be given the opportunity to resign his employment with the Employer.

If he fails or refuses to resign, the employee may then be discharged, provided that the factual question of whether the employee was employed by another employer or was self-employed, and only that question, shall be appealable through the grievance procedure contained elsewhere herein.

Section 23.3. All leaves granted pursuant to this article shall be without pay, and any employee on such unpaid leave shall be entitled to no benefits derived from his employment with the Employer.

## ARTICLE 24
## JURY LEAVE

Section 24.1. An employee called on for jury service during his regularly scheduled working hours shall be granted a leave of absence during such service with pay.

Section 24.2. If an employee is released from jury service on any workday when four (4) or more hours remain in his normal workday at the time of release, the employee shall then report for work; however, if then directed not to return to work by the Police Chief or his designee, the employee shall then be considered as on leave of absence, with pay, for the remainder of his regularly scheduled workday.

Section 24.3. All compensation received by an employee as a result of his jury service shall be remitted by the employee to the Employer.

## ARTICLE 25
## MILITARY LEAVE

Section 25.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the reserve components of the Armed Forces of the United States, or the Federal Emergency Management Agency, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours. The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

Section 25.2. The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

## ARTICLE 26
## INJURY LEAVE

Section 26.1. In the event a bargaining unit employee is injured while performing his official duties and as a result of such injury is thereafter unable to perform his essential job functions, the employee will receive regular pay, provided he files for Workers' Compensation for a period of time he is actually disabled, as certified by a physician, for a period up to one (1) month from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or, if unable to submit a Report of Injury, the supervisor shall submit the report. The receipt of compensation under this article shall not affect the accrual of seniority. Application for Workers' Compensation and the waiver assigning those sums of money he would normally receive as weekly compensation (temporary total compensation) as determine by law for the number of weeks he receives injury leave, shall be made by the employee simultaneous to application for injury leave and upon approval of the claim by the Ohio Bureau of Workers' Compensation for the period during which the employee received full pay. If the employee is deemed ineligible for Workers' Compensation benefits, he shall be deemed ineligible for any injury leave benefits and the period of absence may be deducted from his accrued sick leave.

Additional injury leave may be granted at the Employer's discretion up to a maximum of five (5) months total injury leave.

Employees injured while on duty shall not be denied holiday pay if the employee is on injury leave on the day before, day of, and/or day after the holiday.

Section 26.2. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee, and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to have been in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave.

Section 26.3. The parties hereby agree that there are no "light duty" positions within this bargaining unit and that each regular full-time employee must be capable of performing all of the essential functions of his or her employment with or without a reasonable accommodation.

## ARTICLE 27
## UNIFORMS

Section 27.1. The Police Chief shall determine the appropriate uniform and equipment to be worn by bargaining unit employees, and employees shall be required to be in proper uniform upon reporting for duty. Uniform items shall be replaced on an as needed basis as determined by the Employer. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Section 27.2. All uniforms, accessories, and equipment purchased by the Employer shall remain the property of the Employer.

Section 27.3. The Employer shall provide each employee with an initial allowance of uniform items including five pairs of black socks and five white T-shirts.

## ARTICLE 28
## HOLIDAYS

Section 28.1. All bargaining unit employees shall receive the following paid holidays:

| | |
|---|---|
| New Year's Day | Columbus Day |
| Martin Luther King Birthday | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas |
| Labor Day | New Year's Eve Day |

Section 28.2. The date of the recognized holiday will be the date for the holiday pay.

Section 28.3. An employee who is not scheduled to work on an authorized holiday shall receive a regular day's pay for the holiday provided:

1. the employee has worked the last scheduled working day before and the first scheduled working day after the holiday; or

2. the employee was on injury leave or another approved absence on the last scheduled working day before and/or the first scheduled working day after the holiday.

An employee who is scheduled to work on a holiday but wishes to take a holiday off shall receive a regular day's pay for the holiday if the Employer permits the employee to take the day off. If an employee is calling off on a holiday, it is marked as a holiday, and not as a sick day incident.

Section 28.4. An employee who is scheduled to work on one of the authorized holidays shall be paid for work performed at the rate of one and one-half (1½) times the employee's straight time hourly rate for all hours worked plus holiday pay.

Section 28.5. Each nonprobationary employee shall receive two (2) days with pay known as personal leave days. An employee must utilize such leave days each calendar year. Such leave days shall not accumulate or be carried over to the following year and the employee shall not be paid in lieu of taking the personal days. The employee must give notice at least three (3) regular working days in advance, in writing, to his or her supervisor requesting such personal leave days, except in emergency cases.

## ARTICLE 29
## VACATION

Section 29.1. Full-time employees are entitled to vacation, with pay, on an accrual basis. Vacation shall be paid at the employee's regular rate of pay as of the time the vacation leave is used. The amount of vacation to which an employee is entitled is based upon the length of continuous service, as follows:

| Length of Service | Week of Vacation |
|---|---|
| Less than 6 years | 2 |
| 6 years, but less than 12 years | 3 |
| 12 years, but less than 18 years | 4 |
| 18 years, but less than 30 years | 5 |
| 30 years or more | 6 |

Vacation leave shall be paid at the employee's regular rate of pay.

Section 29.2. All full-time hourly employees shall accrue hours of vacation leave, on up to forty (40) hours a week, for each hour in active pay status according to the following table:

| Length of Service | Hourly Accrual |
|---|---|
| Less than 5 years | .0385 hours |
| 5 years, but less than 11 years | .0577 hours |
| 11 years, but less than 17 years | .0769 hours |
| 17 years, but less than 29 years | .0962 hours |
| 29 years or more | .1154 hours |

Section 29.3. Vacation must be taken by an employee within one (1) year after being entitled thereto. Vacation shall not be carried over and will be used or forfeited, except as otherwise provided herein. If an employee is unable to schedule his vacation during the calendar year of entitlement, the employee will be paid for his vacation not taken upon written notice to the

Chief on or before November 1 of the calendar year of entitlement, or the employee shall be allowed to carry the vacation over into the following year.

Section 29.4. Vacation requests will be scheduled with the approval of the Employer in accordance with operating requirements.

## ARTICLE 30
## GROUP INSURANCE

Section 30.1. The Employer agrees to provide, during the term of this Agreement, group health insurance and prescription drug coverage for each bargaining unit employee and their eligible dependents substantially equal to the coverage provided to other City employees.

Section 30.2. The Employer will continue to make available to bargaining unit employees a group health insurance plan (hospitalization and medical care) and prescription drug plan equal to the least expensive plans that it maintains for non-union employees of the City. Employee premium cost shall be made through payroll deduction. If the bargaining unit members are required during the term of this Agreement to contribute to the cost of monthly premiums, no member shall be required to pay more than $145.00 per month for family plans and $110.00 per month for single plans during the plan year commencing June 1, 2015, $150.00 per month for family plans and $115.00 per month for single plans during the plan year commencing June 1, 2016, or $155.00 per month for family plans and $120.00 per month for single plans during the plan year commencing June 1, 2017. However, if the City offers additional health care coverage plans other than the basic plan to employees, then those optional plans are only available if the employee is willing to pay the extra cost for such optional selected plan of coverage.

If the Employer contributes to a Health Savings Account (HSA) on behalf of other employees, it will contribute a like amount toward the HSA on behalf of bargaining unit members.

Section 30.3. The Employer agrees to continue to provide bargaining unit employees and their eligible dependents the existing dental insurance program or one of substantial equivalence during the term of this Agreement on the same basis as for nonunion employees.

Section 30.4. An employee will continue to receive life insurance and healthcare benefits, but not dental coverage, for a period of twelve (12) months from the date an employee begins a leave of absence for disability purposes. If the employee obtains other employment or the employee's physical condition improves so that the employee is physically able to perform his normal duties and the employee fails to return to work, such life insurance and healthcare benefits shall be terminated. The Employer reserves the right to require a medical certificate be furnished by the employee and/or to require the employee to be examined by a physician of the Employer's choice, at the expense of the Employer, in order to verify the physical condition of the employee.

Section 30.5. The Employer agrees to provide a group term life insurance policy in the amount of $50,000 for each bargaining unit employee.

Section 30.6. The Employer and the OPBA agree to establish a group insurance committee, the purpose of which is to review and make recommendations regarding the City's group insurance coverages and plans, alternate services, and cost containment programs. The OPBA shall appoint a bargaining unit representative to serve on the committee.

Section 30.7. The Employer agrees to provide for the cost of an eye examination for each bargaining unit employee, to be conducted not more than once every two (2) years.

## ARTICLE 31
## PAYDAY

Section 31.1. Bargaining unit employees shall be paid bi-weekly, via direct deposit, with the pay being due the Friday following the pay period.

Section 31.2. If any error is made in an employee's pay it shall be corrected no later than the next pay period.

Section 31.3. In the event that an error has occurred which results in overpayment to an employee, the Employer will deduct said overpayment from the next paycheck.

## ARTICLE 32
## PAY CHECK DEDUCTIONS

Section 32.1. The Employer agrees to deduct, from the paychecks of employees giving written authorization, any monies for the authorized financial institution and remit same to the authorized financial institution by separate check. The Employer is not obligated to make such deductions for more than two (2) financial institutions for any bargaining unit member.

## ARTICLE 33
## TRAVEL ALLOWANCE

Section 33.1. Employees authorized to travel on City business will be compensated according to the Citywide policy with regard to meals, wages, and mileage in effect as of the date on which the travel occurs.

## ARTICLE 34
## MEAL ALLOWANCE

Section 34.1. If an employee is required by the Employer to work twelve (12) consecutive hours, such employee shall be reimbursed seven ($7.00) for a meal allowance, which shall be accrued and paid in a lump sum annually in January.

## ARTICLE 35
## COMPENSATION

Section 35.1. Effective with the first full pay period in January 2015, the hourly rates for Dispatcher shall be as follows:

| | |
|---|---|
| First 26 weeks | $18.50 |
| Next 12 consecutive weeks | $19.49 |
| Next 14 consecutive weeks | $20.02 |
| Thereafter | $20.55 |

Effective with the first full pay period in January 2015, the hourly rate for Dispatcher Supervisor shall be ten percent (10%) above the hourly rate of the highest paid Dispatcher.

Section 35.2. Effective with the first full pay period in January 2016, the hourly rates for Dispatcher shall be as follows:

| | |
|---|---|
| First 26 weeks | $18.87 |
| Next 12 consecutive weeks | $19.88 |
| Next 14 consecutive weeks | $20.42 |
| Thereafter | $20.96 |

Effective with the first full pay period in January 2016, the hourly rate for Dispatcher Supervisor shall be ten percent (10%) above the hourly rate of the highest paid Dispatcher.

Section 35.3. Effective with the first full pay period in January 2017, the hourly rates for Dispatcher shall be as follows:

| | |
|---|---|
| First 26 weeks | $19.15 |
| Next 12 consecutive weeks | $20.18 |
| Next 14 consecutive weeks | $20.73 |
| Thereafter | $21.27 |

Effective with the first fully pay period in January 2017, the hourly rate for Dispatcher Supervisor shall be ten percent (10%) above the hourly rate of the highest paid Dispatcher.

Section 35.4. Each full-time employee hired prior to January 1, 2016 who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below:

| Length of Service | Longevity |
|---|---|
| 5 - 10 years of service | $40 per year |
| 11- 15 years of service | $42 per year |
| 16- 20 years of service | $45 per year |
| 21 plus years of service | $50 per year/$1250.00 max |

The Longevity Pay shall be payable in a lump sum minus taxes and pension deductions during the first pay period in December. The longevity is to be rolled into the base pay as part of the salary compensation.

Longevity Pay shall exclude all overtime hours worked by any employee.

Section 35.5. Employees working any hours between 1500 hours to 2300 hours shall be paid a shift differential of twenty cents ($0.20) per hour. Employees working any hours between 2300 hours and 0700 hours will be paid a shift differential of thirty cents ($0.30) per hour.

Section 35.6. The Assistant TAC Officer shall receive a monthly stipend of $100 for each month he or she serves as Assistant TAC Officer, payable as part of the employee's wages in the last pay period for each such month.

Section 35.7 RETIREMENT BENEFITS:

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

## ARTICLE 36
## EDUCATIONAL REIMBURSEMENT

Section 36.1. An employee may request tuition reimbursement for up to one hundred percent (100%) of the cost to obtain an associates degree in public safety communications from an accredited institution. Employees that presently have an associate degree in public safety communications from any institution would not be eligible to participate in this benefit.

The dispatcher supervisor may request tuition reimbursement for up to one hundred percent (100%) of the cost to obtain a bachelor's degree from an accredited institution in Public Administration or Criminal Justice Administration.

The employee must present satisfactory evidence to the Employer indicating the amount of tuition excluding fees, laboratory costs, and books paid, and proof that the employee has successfully completed the course and obtained a final passing grade of C or equivalent. The provisions of this article will be applied as uniformly as possible by the Employer.

The total per employee tuition reimbursement shall not exceed $1,500.00 per calendar year.

## ARTICLE 37
## WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, the Police Chief, or the City Administrator, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer until the Chief of Police determines that the emergency no longer exists:

1. Time limits for the processing of grievances; and

2. Agreements and/or practices relating to the assignment of employees.

However, all other provisions of this Agreement shall remain in full force and effect during the emergency.

Section 37. 2. If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which had properly progressed prior to the emergency.

## ARTICLE 38
## SEVERABILITY

Section 38.1. If any provision of this Agreement becomes inoperable or unenforceable by applicable law, or by operation of law, such provision shall be of no further force and effect, the remainder of the Agreement shall not be affected thereby.

Section 38.2. The parties shall meet at mutually agreeable times in an attempt to negotiate a legal and acceptable alternative to that provision found to be inoperable or unenforceable.

Section 38.3. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail.

Section 38.4 COMPLETE AGREEMENT:

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

## ARTICLE 39
## DURATION OF AGREEMENT

Section 39.1. This Agreement shall be effective as of January 1, 2015, and shall remain in full force and effect through December 31, 2017 provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual consent.

Section 39.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the OPBA, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within

the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

**SIGNATURE PAGE**

FOR THE CITY OF NORTHWOOD:

Mayor

President of Council

City Administrator

Chief of Police

FOR OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

President

Vice President

OPBA Staff Representative

APPROVED AS TO FORM:

City Law Director

260846

## APPENDIX A
## AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES

Name
S.S.N._____

Address_____

Employer
Position_____

Effective immediately, I hereby assign to the Ohio Patrolmen's Benevolent Association, from any wages earned or to be earned from said Employer in my present employment as a Dispatcher, such sums as the financial officer of said Association may certify as due and owing from me as membership dues in such sums as may be established from time to time by said Association.

I authorize and direct my Employer to deduct such amounts from my pay and remit same to the financial officer of the Association at such times in such manner as may be agreed upon by the Employer and the Association at any time while this authorization is in effect.

SIGNATURE:

DATE:

_____ _____