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**AGREEMENT  
BETWEEN  
THE CITY OF NORTHWOOD, OHIO  
AND  
FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.  
(SERGEANTS)**

**Effective through June 30, 2019**

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## **PREAMBLE/PURPOSE**

This Agreement, entered into by the City of Northwood, hereinafter referred to as the "Employer," and the FOP/Ohio Labor Council, Inc., 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 FOP/Ohio Labor Council, Inc., hereinafter referred to as "FOP/OLC," as the sole and exclusive representative for all full-time Sergeants in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 03-REP-09-0174 on February 5, 2004.

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

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

## **ARTICLE 2 DUES DEDUCTION AND AGENCY SHOP**

Section 2.1. The Employer agrees to deduct membership dues, initiation fees, or assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct regular membership dues, initiation fees, assessments, or service fees once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee or a

Union representative. Upon receipt of the proper authorization, the Employer will deduct membership dues, initiation fees, assessments, or service fees 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. Monthly dues, initiation fees, assessments, and service fees shall be remitted to the FOP/OLC along with a list of members and non-members on payroll deduction.

Section 2.3. Employees declining to voluntarily sign a dues withholding card and become members of the Union shall be assessed a service fee as established by law not to exceed the amount of dues, initiation fees, or assessments uniformly required of members of the Union.

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, initiation fees, assessments, or service fees. The FOP/OLC hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 2.5. The Employer shall be relieved from making such individual "check-off" 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, in accordance with the terms of this Agreement.

Section 2.6. The Employer shall not be obligated to deduct membership dues, initiation fees, assessments, or service fees from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of membership dues.

Section 2.7. The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, 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 deduction would normally be made by deducting the proper amount.

Section 2.8. The rate at which membership dues, initiation fees, assessments, or service fees are to be deducted shall be certified to the Employer by the FOP/OLC. The FOP/OLC shall notify the Employer at least one (1) month in advance of any

changes in membership dues, assessments, or initiation fees prior to such changes becoming effective.

Section 2.9. Except as otherwise provided herein, each eligible employee's written authorization for deduction of membership dues, initiation fees, assessments, or service fees for non-members shall be honored by the Employer for the duration of this Agreement or any extension thereof.

### **ARTICLE 3 REPRESENTATION**

Section 3.1. The Employer shall grant reasonable access to non-employee representatives of the FOP/OLC 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 when possible, or as otherwise agreed. Upon arrival, the FOP/OLC representative shall identify himself to the Employer, or the Employer's designated representative.

Section 3.2. The Employer shall recognize one (1) employee per shift, designated by the FOP/OLC, to act as grievance representatives, for the purposes of processing grievances in accordance with the grievance procedure. The grievance representatives, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein.

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

Section 3.4. Employees will not suffer any loss of compensation for meeting with such officers or representatives for purposes related to collective bargaining and contract administration. If grievance or disciplinary 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 FOP/OLC agrees that no representative of the FOP/OLC, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt

the normal work duties of employees. Further, the FOP/OLC 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 FOP/OLC business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP/OLC or any FOP/OLC 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.

#### **ARTICLE 4 TIME OFF FOR UNION BUSINESS**

Section 4.1. One (1) member of the Union shall be excused from his regular duties, without pay, for up to five (5) days (forty [40] hours) each calendar year to attend the state and/or national meetings of the FOP/OLC 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 FOP/OLC 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.

Section 4.2. With approval of the Chief of Police or his designee, an employee on Union leave may receive pay during such leave by charging his absence, or a part thereof, against his earned, but unused, vacation leave, compensatory time, or as a personal day.

#### **ARTICLE 5 NONDISCRIMINATION**

Section 5.1. Neither the Employer nor the FOP/OLC shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, sexual orientation, political affiliation, FOP/OLC membership, or abstaining from FOP/OLC membership. There shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any legal employee activity which is in accordance with this Agreement in an official capacity on behalf of the Union.\*

Section 5.2. Except as specifically provided elsewhere in this Agreement, all references to employees in the 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 FOP/OLC 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 FOP/OLC recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Police Department, 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 layoff, 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 FOP/OLC 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. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining Agreement.

## **ARTICLE 7 NO STRIKE/NO LOCKOUT**

Section 7.1. It is agreed that the services performed by the employees covered under this Agreement are essential to the public health, safety, and welfare, and that an illegal 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 FOP/OLC or its members shall not, for any illegal reason, authorize, cause, support, walk out, slow down, strike, sympathy strike, or any other concerted illegal 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, up to and including discharge.

Section 7.3. In the event of any violation of Section 1 of this article, the FOP/OLC, 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, advising 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.

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 illegal 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.

Section 7.6. In the event other City employees should engage in any of the above activities, members of this bargaining unit shall not be required to perform the regular duties of those employees' work functions.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee 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 member of the bargaining unit. Where a group of the bargaining unit members 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. 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 8.4. 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 upon mutual consent of the Employer and the FOP/OLC.

Section 8.5. It is the mutual desire of the Employer and the FOP/OLC 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 FOP/OLC 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 the Police Captain within five (5) workdays of the occurrence that gave rise to the grievance. The Police Captain shall investigate and provide an appropriate answer within five (5) workdays following the date on which the Police Captain was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate FOP/OLC representative, may refer the grievance to the Chief of Police, within five (5) workdays after receiving the Step 1 reply.

The Chief of Police shall have five (5) workdays in which to schedule a meeting with the grieved employee and his appropriate FOP/OLC representative. The Chief of Police shall investigate and respond to the grievant and/or appropriate FOP/OLC representative within five (5) workdays following the meeting.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate FOP/OLC representative, may refer the grievance to the City Administrator, within five (5) workdays after receiving the Step 2 reply.

The City Administrator shall have five (5) workdays in which to schedule a meeting with the grieved employee and his appropriate FOP/OLC representative. The Administrator shall investigate and respond to the grievant and/or appropriate FOP/OLC representative within ten (10) workdays following the meeting.

Step 4: Arbitration. If the grievance is not satisfactorily settled in Step 3 the FOP/OLC 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 3 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 second step reply. Upon receipt of a request for arbitration the Employer or his designee and the representative of the FOP/OLC shall within ten (10) working days following the request for arbitration 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 arbitrator 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 in arriving at his determination on any issue presented that is proper 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 FOP/OLC, the employee, and the Employer.

All costs directly related to the services of the arbitrator shall be paid equally by the parties. Expense of any witnesses shall be borne, if any, 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.

Section 8.6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both the Employer and the FOP/OLC:

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 8.7. 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, subjected to a working suspension, suspended, 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 9.2.1. Any employee who, as a result of the action of any court, loses his ability to carry a firearm, may be charged with serious misconduct and discharged without progressive discipline.

Section 9.3. Records of disciplinary actions shall be removed from the employee's personnel file and shall cease to have force and effect in accordance with the following schedule, provided the employee receives no intervening disciplinary actions during the period indicated.

Reprimands .....	twelve (12) months
Suspensions less than thirty (30) days .....	twenty-four (24) months
Suspensions of thirty (30) days or more .....	thirty-six (36) months
Disciplinary action resulting in a transfer from job assignment .....	twenty-four (24) months
Disciplinary action resulting in demotion of rank.....	thirty-six (36) months

Section 9.3.1. An employee may resign at any time prior to final discharge decision of the City Administrator and the employee's personnel file shall show a voluntary resignation.

Section 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9.5. Whenever the Employer determines that an employee's conduct may warrant suspension with or without pay, reduction in pay, reduction in rank, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at such predisciplinary conference by an FOP/OLC representative.

Section 9.6. Records of oral warnings and written reprimands 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 the employee's file shall be provided the employee upon request. The employee will bear the cost of duplication.
- C. Pre-employment 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 subject of criminal investigation, he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.9. Reprimands may be appealed to Steps 1, 2 and 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. 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 FOP/OLC representative present to advise him during questioning.
- B. Prior to questioning, employees (including witnesses) shall be informed that the failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- C. With the consent of the parties involved, preliminary investigations and preliminary conferences may be tape recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee.
- D. 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. Such time shall be compensable.
- E. 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.
- F. The employee or the FOP/OLC shall be provided copies of all statements and other materials that pertain to the investigation at the time the employee is formally charged.
- G. When a single anonymous complaint is made against an employee, the Chief of Police may advise and counsel the employee regarding the matter. In the event there is corroborative evidence, the accused employee may 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 Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer unless the employee is found guilty of other misconduct. Disciplinary action will not be taken against an employee unless he refuses to submit to testing, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 10.2. 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 10.3. 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 10.4. 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 10.5.

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

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	300 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - .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.

Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the FOP/OLC and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposure of the employees.

The role of a Medical Review Physician will be to review and interpret the positive test results. He must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

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 10.6. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently Occupational Care Consultants ("OCC")) 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 10.7. 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 medical 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 10.10. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 10.8. 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 Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 10.9. 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 10.10. 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 10.11. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 10.12. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 10.13. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 10.14. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section 10.15. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

## **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 one (1) representative of the FOP/OLC 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 name of the FOP/OLC representative who will be attending. The purpose of such meetings shall be to: (a) discuss the administration of this Agreement; (b) notify the FOP/OLC of changes made by the Employer which effect bargaining unit members of the FOP/OLC; (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. Unless otherwise mutually agreed, such meetings shall be limited to two (2) hours in duration.

Section 11.4. Any FOP/OLC 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 11.5. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 12 BULLETIN BOARD**

Section 12.1. The Employer agrees to provide one (1) bulletin board for use by the FOP/OLC, 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 FOP/OLC notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by an FOP/OLC representative.

Section 12.3. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval: (a) FOP/OLC recreational and social affairs; (b) notice of FOP/OLC meetings; (c) FOP/OLC appointments; (d) notice of FOP/OLC elections; (e) results of FOP/OLC elections; (f) reports of nonpolitical standing committees and independent nonpolitical arms of the FOP/OLC; (g) nonpolitical publications, rulings, or policies of the FOP/OLC; 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 materials may be posted on the FOP/OLC 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 FOP/OLC, or any member of the bargaining unit.

Section 12.4. No FOP/OLC 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 FOP/OLC except by permission of the Employer or its designee.

Section 12.5. Materials posted on the FOP/OLC 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 FOP/OLC solely through the grievance procedure contained elsewhere herein. Unauthorized removal of material by non-bargaining unit persons shall cause an investigation with appropriate disciplinary action if the perpetrator is found to be a City employee.

## **ARTICLE 13 WORK RULES**

Section 13.1. The FOP/OLC 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 FOP/OLC not later than the effective date and time. Such rules shall remain posted on the "work rules" bulletin board for a period of at least thirty (30) calendar days.

Section 13.4. Each office will be supplied with a copy of the Police Department's Administration/Operations Manual.

## **ARTICLE 14 PROBATIONARY PERIOD**

Section 14.1. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period shall be one hundred eighty (180) calendar days, however, any days of absence shall not be counted as part of the one hundred eighty (180) calendar days. Any newly promoted employee may be demoted at any time during his probationary period, and shall have no appeal or grievance rights concerning such demotion.

## **ARTICLE 15 SENIORITY**

Section 15.1. "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.

Section 15.2. Employees terminated as a result of the disciplinary process, but reinstated through the grievance/arbitration process, shall not suffer any loss of seniority or benefits during such termination.

Section 15.3. "Rank seniority" or "time in grade" shall be computed from the first day of promotion. Where more than one (1) employee has been promoted on the same date, rank seniority shall be in accordance with position on the original promotional list.

Section 15.4. An approved leave of absence does not constitute a break in 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 15.5. Employees laid off shall retain their rank and seniority for a period of twelve (12) months from the date of layoff.

Section 15.6. The Employer shall post a seniority list whenever there is a staff change in the bargaining unit on the bulletin board, showing the total seniority and rank seniority of each bargaining unit employee. One copy of the seniority list shall be furnished to the FOP/OLC upon request.

Section 15.7. Loss of Seniority. The seniority of the Employee shall be considered broken and the Employee shall be terminated for the following reasons:

- A. The Employee resigns.
- B. 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.)

- C. On recall from layoff, the Employee fails to report on reporting day, provided recall notice has been sent by certified mail, return receipt requested, to Employee's last address of record at least fourteen (14) calendar days prior to reporting date, with a copy to the Union President.
- D. On expiration of leave of absence, unless, for good and sufficient reason, the Employee requests and is granted an extension for the leave at least five (5) work days before the date of return, but no later than expiration of date of leave.
- E. The Employee is deceased.
- F. The Employee retires.
- G. A Lay Off of duration longer than twenty-four months.

## **ARTICLE 16 LAYOFF AND RECALL**

Section 16.1. The Employer may lay off workers or abolish positions because of: a lack of work, or a lack of funds; or for reasons of efficiency, or economy or, reorganization. When the Employer determines that such action is necessary each of the affected employees shall be notified fourteen (14) days in advance of the effective date. The Employer, upon a request from the union, agrees to meet and confer with the Union concerning the impact of the layoff or abolishment upon bargaining unit employees.

Section 16.2. The Employer shall determine when layoffs or abolishments will occur, and employees will be displaced 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 or abolished first.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. 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 Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified 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, except as otherwise set forth in this Agreement. The Union will be afforded the opportunity of bargaining concerning the effects of any such restructuring of the normal work day or work week. 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 the employee may, by mutual agreement, permit the splitting of an eight (8) hour workday. The two (2) 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.\*

Section 17.3. Non-probationary, full-time employees shall have the opportunity to select a permanent non-rotating shift preference on the basis of rank seniority each November for the following year.

## **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. (e.g.: sick leave and holiday pay; when an employee calls off sick on a holiday upon which [s]he is scheduled to work, holiday pay will be paid, sick leave will not be paid and accumulated sick leave will not be charged)

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 may request to accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked except paid holidays. An employee shall indicate in writing if he wants to accumulate compensatory time for any authorized overtime prior to the end of the pay period in which the overtime is worked.

Compensatory Time off may not be taken, unless approved by the Chief or the Captain, if, when scheduled, it would result in additional overtime in the uniform patrol. Compensatory time requests shall be approved or denied within five days of being submitted to the appropriate supervisor. In the event this provision is legally challenged and determined, by a court or other tribunal with jurisdiction thereof, to be invalid, the use and accumulations contained in the previous sergeants 2007 – 2010 collective bargaining agreement shall become effective, and the parties shall meet and negotiate the subject of compensatory time use and accumulation for the remaining duration of this agreement. Employees may not be permitted to accumulate over eighty (80) hours of compensatory time. Any compensatory time in excess of eighty (80) hours shall be paid. Employees may use up to a maximum of one hundred sixty (160) hours of compensatory time per calendar year. Employees shall be permitted to cash-in accumulated compensatory time at a minimum of twenty (20) hours at a time. Cashing of accumulated compensatory time shall count toward the annual usage cap. Request shall be submitted at least two (2) pay periods in advance and shall be paid in the payroll check.

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

as determined by the Employer or to deal with emergencies. In an effort to distribute such additional work assignments equitably, the parties have agreed to the procedures outlined herein.

Whenever the Employer determines that it is necessary to assign overtime to maintain minimum staffing levels for the uniform patrol division and such a staffing shortage resulted from a sergeant being off and creating a vacancy within twenty-four (24) hours of the beginning of the affected shift, overtime shall be distributed by utilizing the following procedure:

A phone call will be made to the primary phone number as designated by the employee.

Step 1: Overtime shall be offered, in either eight (8) or four (4) hour increments on a voluntary basis, in order of rank seniority (most senior first) to sergeants who are on their scheduled day off until the required number of sergeants are obtained, or it is determined that an adequate number of sergeants cannot be obtained using this procedure.

Step 2: If the overtime cannot be filled by the procedure in Step 1, the overtime shall be offered in four (4) hour increments on a voluntary basis, in order of rank seniority, to on duty sergeants first and then to sergeants scheduled to work on the oncoming shift until the required number of sergeants has been obtained, or it is determined that an adequate number of sergeants cannot be obtained using this procedure.

Step 3: The remaining overtime required shall be filled through the departmental policy.

This procedure shall not prohibit the Employer from requiring employees to work overtime during emergencies, when specialized skills are needed, or when an adequate number of employees cannot be obtained by utilizing the above procedures. Advanced scheduled overtime shall be distributed as equally as practicable among qualified employees in the same job assignment. This shall not include special assignments which shall be assigned at the discretion of the Employer.

Except as specifically provided otherwise herein, the Employer may offer overtime opportunities in whatever increments the Employer determines appropriate. Notifying the employee, a member of his household at the residence, leaving a

message on a phone recorder, or receiving no answer of the telephone shall constitute an offer of 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 of 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 in the employees' 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 a police officer, is required to report for court duty outside of his regular scheduled shift, shall be paid a minimum of two (2) hours 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 employees' regular scheduled shift hours.

## **ARTICLE 19 SICK LEAVE**

Section 19.1. Crediting of Sick Leave. Sick leave shall be earned by bargaining unit employees at the rate of 2.3 hours for each completed forty (40) 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:

- A. Nonoccupational illness or injury of the employee.
- B. 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, parents, children, step-children, step siblings, step-parents domestic partner and 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.

- C. Pregnancy, childbirth, and/or related medical conditions and adoption. 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. If the absence is eligible for Family and Medical Leave pursuant to the provisions of Article 22, such leave shall be taken simultaneously with sick leave. If either sick leave or Family and Medical leave is exhausted prior to the exhaustion of the other, the remaining leave may continue. If the remaining leave is Family and Medical Leave, other accrued and unused paid time off must be used simultaneously with the Family and Medical Leave.

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 Chief of Police. 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. A physician's statement shall be required if the absence is for more than three (3) consecutive days. 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 may 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 other than provided for above.

Section 19.5. Notification By Employee. When an employee anticipates his absence from work he shall notify the Employer of the expected absence at least 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 Employer shall pay the cost of such examination.

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, up to and including dismissal and denial of sick leave payments. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 19.8. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a leave of absence without pay per the provision of Article 22.

Section 19.9. Payment of accrued but unused sick leave will be made to each employee who retires under the Police and Fire Pension Fund (PFPF) after twenty-five (25) years of service or receives a disability pension from PFPF after ten (10) years of service with the City of Northwood at fifty percent (50%) of the value of the accrued but unused sick leave credit up to the value of ninety (90) days sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement.

An employee who becomes totally and permanently disabled as a result of injuries sustained in the course of employment with the City, shall receive payment for fifty (50%) percent of the value of the accrued but unused sick leave credit up to the value of one hundred twenty (120) days at the time of retirement. Such payment shall be based on the employee's rate of pay at the time of retirement.

The beneficiary of an employee who dies from other than duty-related causes is eligible to receive payments of fifty (50%) percent of the employee's accrued unused sick leave up to a value of one hundred twenty (120) days sick leave. The beneficiary of an employee who dies from duty-related causes is eligible to receive

payment of all the employee's accrued unused sick leave. Such payment shall be based upon the deceased employee's rate of pay at the time of death.

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:

<u>Sick Leave Hours Used</u>	<u>Sick Leave Bonus</u>
0-8	Three days off or lump sum equivalent
<u>over 9 -16</u>	Two days off or lump sum equivalent
<u>over 17 -24</u>	One day off or lump sum equivalent
<u>more than 24</u>	Zero (0)

The employee shall have the sole discretion to elect between receiving the bonus as pay or time off. Sick leave bonus pay 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, mother-in-law, father-in-law, grandchild, domestic partner, step-child, step sibling, or step-parent. Upon approval of the Chief of Police, employees may be granted additional days of accrued but unused sick leave to extend funeral leave due to unique circumstances. No doctor's statements will be required for this use, which will not qualify as an occurrence against sick leave bonus.

Section 20.1.1. In the event of death to 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 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 unreasonably 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 Chief of Police or Police Captain. In the case of unforeseen emergencies, the Chief of Police or Police Captain 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 shall 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.

No employee shall be entitled to this leave following leave under Section 26.1 for a continuous period of absence from work. (Absence from work shall be considered continuous if not interrupted by a period of not less than ninety (90) working days following the completion of the injury leave.)

## **ARTICLE 23 OUTSIDE EMPLOYMENT**

Section 23.1. No employee may engage in any outside employment without the advanced, and annual, approval of the Chief of Police. Such approval shall not be unreasonably denied.

Section 23.2. No employee may be employed by any non-city business or entity in any capacity if such non-city business or entity is currently under investigation by; or in administrative, civil, or criminal litigation against, the City of Northwood.

Section 23.3. 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 denied, and the Chief's decision shall not be appealable.

Section 23.4. 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 23.5. 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 determined by law for those 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, the employee shall pay to the Employer all compensation benefits paid by 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, 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. Such denial shall be arbitrable as provided herein.

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.

An employee who is on approved sick or non work-related injury leave may request to work, or be assigned other duties or limited duties, during such period of disability. If such limited work is available, the Employer may assign same.

## **ARTICLE 27 UNIFORMS**

Section 27.1. The Police Chief shall determine the appropriate uniform (to include a bulletproof vest of acceptable quality based upon recommendations of the National Institute of Justice), street apparel for detectives and/or undercover officers 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.

## **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.

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 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 neither accumulate nor be carried over to the following year, and the employee shall not be paid in lieu of taking the personal leave days. Personal leave days shall be charged in minimum units of four (4) hours.

**ARTICLE 29  
VACATIONS**

Section 29.1. Effective with each employee's anniversary date in 2005, full-time employees shall be 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:

<u>Length of Service</u>	<u>Weeks of Vacation</u>
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

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:

<u>Length of Service</u>	<u>Hourly Accrual</u>
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 30 years	.0962 hours
30 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 year of entitlement due to operational conflicts when the employee is required to work by the Employer, the employee will be paid for his vacation not taken or be allowed to carry the vacation over into the following year by written notice to the Chief on or before November 1 of the year of entitlement.

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 agrees to contribute the same amount per month for single employee coverage and for family coverage for bargaining unit employees as it does for non-union employees. This contribution shall be for the combined premium cost of the group health insurance plan (hospitalization and medical care) and the prescription drug plan. If the combined premium costs exceed the amounts provided for by ordinance, the increase shall be borne by the employee through payroll deduction. Payment of deductibles and coinsurance shall be equal to the plan for nonunion employees. At no time during this Agreement will bargaining unit employees be required to pay more than fifteen percent (15%) of the actual total premium cost for the basic plan which is offered to all employees. 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.

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 non-union 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 FOP/OLC 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 FOP/OLC 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 and to provide for the payment of up to \$150.00 towards the purchase of safety glasses for any bargaining unit employee that requires safety glasses to perform his or her duties.

### **ARTICLE 31 PAYDAY**

Section 31.1. Bargaining unit employees shall be paid bi-weekly 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 occurs 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 and/or requested to use their private motor vehicle on City business will be compensated according to the Citywide policy in effect as of the date on which the travel occurs.

Section 33.2. Employees shall have the right of refusal to use their private motor vehicle when the Police Department has a motor vehicle available.

Section 33.3. Employees shall be reimbursed for meals while traveling for the City according to the citywide policy in effect as of the date on which the travel occurs. The representative of FOP/OLC shall be notified of any changes in the policy.

**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 dollars (\$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 fully pay period commencing in July, 2016, the hourly rate for Sergeant shall increase 3% to \$31.60 per hour.

Section 35.2. Effective with the first full pay in July 2017, the hourly rate for Sergeant shall increase 2.5% to \$32.39 per hour.

Section 35.3. Effective with the first fully pay in July 2018, the hourly rate for Sergeant shall increase 2.5% to \$33.20 per hour.

Section 35.4. Each employee Hired prior to July 1, 2013 who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below, beginning in calendar year 2001:

<u>Length of Service</u>	<u>Longevity Payment</u>
Five (5) to ten (10) years of service	\$42/year
Eleven (11) to fifteen (15) years of service	\$44/year
Sixteen (16) to twenty (20) years of service	\$47/year
Twenty-one (21) plus years of service	\$52/year

The Longevity Pay shall be payable in a lump sum minus taxes and pension deductions during the first pay period in December.

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 thirty cents (\$0.30) per hour of the employee's usual hourly wage rate. Employees working any hours between 2300 hours to 0700 hours will be paid a shift differential of twenty cents (\$0.20) per hour of the employee's usual hourly wage rate.

### **ARTICLE 36 EDUCATIONAL ALLOWANCE**

Section 36.1. An employee may request tuition reimbursement for up to one hundred percent (100%) to obtain a bachelor's degree in Criminal Justice or Public Administration from an accredited college or university. Employees that presently have a bachelor's degree from any institution would not be eligible to participate in this benefit. The total per employee tuition reimbursement shall not exceed \$3,500.00 per calendar year.

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.

Section 36.2. If, within twenty-four (24) months following the completion of an approved course for which tuition was reimbursed to the employee by the City, the employee's service with the City is terminated for any reason other than retirement or the death of the employee; the employee shall be required to pay back to the City the tuition reimbursement received.

### **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 declaring authority 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 they, the grievance(s), had properly progressed prior to the emergency.

## **ARTICLE 38 MID-TERM BARGAINING AND SEVERABILITY**

Section 38.1 In the event the City finds it necessary to implement( change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

The parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

Section 38.2 Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.

Section 38.3 If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State

Employment Relations Board, unless the parties mutually agree on a mediator.

Section 38.4 If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the Union may submit the unresolved issue(s) to arbitration in accordance with the provisions outlined below.

In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

Section 38.5 Once the unresolved issues are submitted to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

A. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, shall be selected in the manner set forth in section 8.5 of this Collective Bargaining Agreement.

B. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
2. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
3. After the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
  - (a) Past Agreements between the parties;
  - (b) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in

Police Departments of similar size operating under similar circumstances;

- (c) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the City;
- (e) The stipulation of the parties;
- (f) Such other factors as may be relevant to the arbitrator's decision.

4. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

5. Arbitration Costs — Arbitration Costs — The cost of the arbitration procedure shall be paid equally between the parties, however, each party to be responsible for its own attorney's and/or consultant's fees.

Section 38.6 Where this Agreement make no specification about a matter, the provisions of applicable law shall prevail.

### **ARTICLE 39 DURATION OF AGREEMENT**

Section 39.1. This Agreement shall be effective the first full pay period following ratification by the bargaining unit and approval by the Council and shall remain in full force and effect through June 30, 2019 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. Notice to modify or terminate this agreement shall comply with ORC 4117-1-02. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual consent.\*

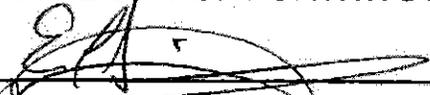
Section 39.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

#### **ARTICLE 40 RETIREMENT BENEFITS**

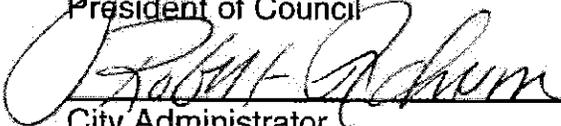
Section 40.1 Employees covered by this agreement shall continue to participate in the Ohio Police and Fire Pension Fund (OP&F). Each employee mandatory contributions to the Ohio Police & Fire Pension Fund shall be designated as "picked up" by the City as contemplated by Internal Revenue Service Revenue Ruling 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by their current percentage amount of the employee's mandatory Ohio Police and Fire Pension Fund contributions 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 "picked up", nor is the City's total contributions to the Ohio Police & Fire Pension Fund increased thereby.

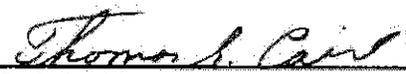
**SIGNATURE PAGE**

FOR THE CITY OF NORTHWOOD:

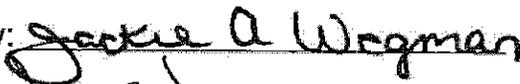
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President of Council

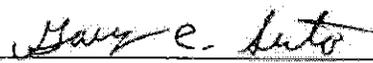
  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Chief of Police

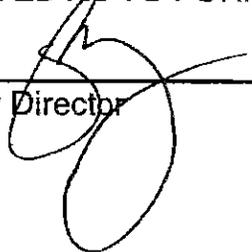
FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL,  
INC.:

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Law Director

316085

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

Name \_\_\_\_\_ S.S.N. \_\_\_\_\_

Address \_\_\_\_\_

Employer \_\_\_\_\_ Position \_\_\_\_\_

Effective immediately, I hereby assign to the FOP/Ohio Labor Council, from any wages earned or to be earned from said Employer in my present employment as a Police Sergeant, 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