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**AGREEMENT**

**between**

**THE CITY OF OREGON**

**and**

**THE OREGON POLICE PATROLMEN'S ASSOCIATION**

**July 1, 2011**

**to**

**June 30, 2014**

# TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE 1</u> - <b>RECOGNITION</b> .....	2
Provides recognition as to police officers and police dispatchers	
<u>ARTICLE 2</u> - <b>PLEDGE AGAINST DISCRIMINATION</b> .....	3
Pledge against discrimination with right to union membership provided	
<u>ARTICLE 3</u> - <b>UNION ASSESSMENTS</b> .....	4
Union assessments with City to deduct from employee's monthly pay union dues	
<u>ARTICLE 4</u> - <b>TIME OFF FOR UNION BUSINESS</b> .....	6
Time off for Union business defined	
<u>ARTICLE 5</u> - <b>REPRESENTATION</b> .....	7
Union representation defined including role of chief steward	
<u>ARTICLE 6</u> - <b>GRIEVANCE PROCEDURE</b> .....	8
Grievance procedure defined	
<u>ARTICLE 7</u> - <b>BILL OF RIGHTS</b> .....	12
Bill of rights defined	
<u>ARTICLE 8</u> - <b>DISCIPLINARY PROCEDURE</b> .....	15
Disciplinary procedure detailing procedural steps from counseling, reprimand, to hearings before the Chief	
<u>ARTICLE 9</u> - <b>DRUG AND ALCOHOL TESTING</b> .....	17
Policy and procedure defined	
<u>ARTICLE 10</u> - <b>SENIORITY AND RELATED MATTERS</b> .....	21
Seniority and related matters defined	

**ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY .....26**  
Leave of absence without pay defined

**ARTICLE 12 - GENERAL PROVISIONS.....29**

- A. Payday
- B. Safety and Welfare
- C. Report to Physician Designated by the City
- D. Rules and Orders
- E. Personal Service Records
- F. Bulletin Boards
- G. Resignation
- H. Retirement
- I. Other Employment Capability
- J. Trade Days Off
- K. Exit Interviews
- L. College Credit Reimbursement
- M. Management Rights
- N. No Strike - No Lockout
- O. Residency
- P. EAP (Employee Assistance Program)
- Q. Change Drawer for Dispatcher

**ARTICLE 13 - HOURS OF WORK AND OVERTIME.....36**

- A. Work Schedules
- B. Workday
- C. Work in Excess of Regular Workday
- D. Court Appearance Time
- E. Compensatory Time
- F. Holiday Overtime
- G. Equalization of Overtime
- H. Overtime Procedures
- I. Recall - Special Events
- J. Permanent Shifts
- K. Dispatcher Shift Schedule

**ARTICLE 14 - HEALTH AND WELFARE.....40**

- A. Sick Days - Accumulation
- B. Sick Pay Usage
- C. Reporting - Proof of Illness

- D. Sick Pay Extension
- E. Work Related Injury
- F. Bonus Days
- G. Maternity Leave
- H. Light Duty Provision
- I. Death Benefits
- J. Hospitalization - Prescription Drug - Dental Coverage
- K. The Police Disability Fund
- L. Safety Equipment
- M. Pay Scale When Working Out of Classification
- N. Fatal Force
- O. Eyeglasses Replaced

**ARTICLE 15 - ECONOMIC FRINGE BENEFITS .....47**

- A. Vacations
- B. Paid Holidays
- C. Funeral Pay
- D. Jury Duty
- E. Military Pay

**ARTICLE 16 - WAGE RATES, PREMIUMS, AND ALLOWANCES.....49**

- A. Wage Rates
- B. Implementation
- C. Clothing Allowance
- D. Longevity Pay
- E. Travel Allowance
- F. Termination and Severance Pay
- G. Sick Pay Cash-Out
- H. Detective On-Call
- I. Recognition of Expertise/Experience

**ARTICLE 17 - DRUG-FREE WORKPLACE POLICY  
ACKNOWLEDGMENT .....52**

**ARTICLE 18 - SAVINGS CLAUSE.....53**  
Savings Clause Defined

**ARTICLE 19 - DURATION.....54**  
Duration Defined

<u>APPENDIX A</u> -	<b>SUB-PART 1</b>	
	<b>Wage Rates - Effective 07/01/11 thru 06/30/14.....</b>	<b>56 &amp; 57</b>
	<b>SUB-PART 2</b>	
	<b>Side Letter Agreement.....</b>	<b>58</b>
<u>APPENDIX B</u> -	<b>SHIFT DIFFERENTIAL .....</b>	<b>59</b>
<u>APPENDIX C</u> -	<b>EMPLOYEE INCIDENT REPORT .....</b>	<b>60</b>
<u>APPENDIX D</u> -	<b>EMPLOYEE TERMINATION PAY POLICY .....</b>	<b>62</b>
<u>APPENDIX E</u> -	<b>DRUG-FREE WORKPLACE POLICY ACKNOWLEDGMENT .....</b>	<b>64</b>
<u>APPENDIX F</u> -	<b>ITEMS FOR UNIFORMED OFFICERS.....</b>	<b>65</b>
<u>APPENDIX G</u> -	<b>ITEMS FOR DISPATCHERS .....</b>	<b>66</b>
<u>APPENDIX H</u> -	<b>ITEMS FOR PLAIN-CLOTHED OFFICERS.....</b>	<b>67</b>
<u>APPENDIX I</u> -	<b>ITEMS FOR VICE OFFICERS.....</b>	<b>68</b>

**ARTICLE 1**  
**RECOGNITION**

**Section A.**

The City of Oregon (hereinafter referred to as "City"), agrees to recognize the Oregon Police Patrolmen's Association, Inc. (hereinafter referred to as "Union"), as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the City working in the classifications that are listed in Section B herein for the purpose of establishing wages, hours of work, other terms and conditions of employment, and handling of grievances. The City shall not negotiate with, nor make any collective bargaining agreement or contract with any other employee group or with any of the employees working in classifications covered by this agreement, individually or collectively. All agreements entered into between the City and the employees are covered by this agreement, individually or collectively. All agreements entered into between the City and the employees covered by this agreement shall be through duly authorized representative of the Union. Any other agreement shall be of no effect.

All references to member, employee, police officer and/or dispatcher shall mean and include both police officer and dispatcher unless specifically stated otherwise.

**Section B. - Classifications**

The classifications included in this Bargaining Unit are as follows:

**Police Officer**

**Police Dispatcher**

**Section C**

Changes, alterations or amendments to the terms and conditions of this agreement shall only be made by mutual consent of the parties. It is understood that either party to this agreement desiring to alter, amend or modify any term or condition of this agreement shall submit written notice of such intent to the other party.

Such notice shall specifically state the terms and conditions to be discussed and the suggested change or modification requested. Agreement by either party to discuss such matters shall not be considered as a reopening of this agreement.

## **ARTICLE 2**

### **PLEDGE AGAINST DISCRIMINATION**

#### **Section A. - Pledge Against Discrimination**

No person or persons responsible to the City or the Department of Police and its officers and members, shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, age, employee organization, family, non-job related handicaps or political affiliation. The City and the O.P.P.A. Union agree to abide by the provisions of applicable Federal and State laws and City Ordinances, Administrative Policies, rules and regulations regarding these matters including compliance with the regulations of the Equal Employment Opportunity Commission and the Ohio Civil Rights Commission. Should any compliance, conflict with any of the provisions article, a conference will be held with the City and the O.P.P.A. Union to resolve these matters.

#### **Section B. - Right to Union Membership**

The City agrees not to interfere with the rights of employees to become members of the Union or maintain membership in the Union, as provided within this agreement.

**ARTICLE 3**  
**UNION ASSESSMENTS**

**Section A**

The City recognized that membership in the Union may be voluntary, however, it is agreed that such membership by any full-time sworn, police officer may be maintained consistent with the terms and conditions prescribed for such membership. It is further agreed that there shall be no discrimination regarding such Union membership.

**Section B - Agency Shop, Payroll Deductions and Dues Checkoff**

1. In recognition of the Union's services to the Bargaining Unit and the Union's role in helping develop a more harmonious and stable labor relationship between the Bargaining Unit employees and the City, employees within the Bargaining Unit, within thirty (30) days of the effective date of this agreement, or their date of hire, whichever is later, shall either become members of the Union or share in the financial support of the Union by paying to the Union a service fee not to exceed the amount of dues uniformly required of members of the Union.

2. The Union shall notify non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Union must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities of causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

3. The City shall deduct current Union dues, initiation fees, and equal assessments and service fees from the paychecks of employees within the Bargaining Unit as set forth in the recognition clause who have signed the proper authorization cards, authorizing such deductions from the paychecks of the employee. Such deduction shall be made from the first paycheck of the month for which current dues, initiation fees, equal assessments, or service fees (each payable in advance are due to the Union.

4. The City shall remit to the Secretary-Treasurer of the Union, dues, service fees, initiation fees, or equal assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15th) day of each month. The City shall provide at reasonable intervals upon request by the Union, a list of those members and non-members on payroll deductions.

5. Nonpayment of service fees, initiation fees, dues or other equal assessments may be pursued by the Union at its option through collection of other remedies permissible under Ohio law. The City will

deduct any arrears in unpaid Union dues, service fees, initiation fees, and equal assessments owed to the Union, if and only if the City has made an error in failing to deduct such dues, fees or equal assessments during a former payroll period, or if the City receives a court order requiring the same.

6. Payment of dues or service fees shall not be a condition of continued employment.

7. The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Agency Shop provision. In the event that the City is held to be responsible for the repayment of monies paid to the Union pursuant to this Agency Shop provision, the Union shall reimburse the City or designated employee, the amount of monies actually received by the Union from the City and/or the designated employees involved.

8. If any portion of this Agency shop provision is rendered invalid under Federal or Ohio law, said provision shall be modified to comply with the requirements of said Federal or Ohio law.

## ARTICLE 4

### TIME OFF FOR UNION BUSINESS

#### Section A - Business Leave

##### Sub-Section 1. Definition

- a.) "Local" meaning the Oregon Police Patrolmen's Association.
- b.) "State" meaning the state organization that the Oregon Police Patrolmen's Association is currently affiliated with.
- c.) "National" meaning the national organization that the Oregon Police Patrolmen's Association is currently affiliated with.

##### Sub-Section 2

One member of the Local shall be excused from their regular duties with pay, for a maximum of forty (40) hours, to attend the state and/or national meetings per year; said maximum may be extended, with or without pay, with written permission from the Chief of Police. The Local shall give the Chief of Police twenty-one (21) days prior written notice of the meeting and the name of the delegate so that the City can alter work schedules to cover the delegate who will be attending the meeting. Special reference will be made if travel is necessary.

##### Sub-Section 3

If the state and/or national meeting is being held at a location which would necessitate one (1) day travel to the location, then the delegate will be excused from their regular duties with pay for one (1) day for the travel time as well as the time spent at the meeting.

##### Sub-Section 4

It is the intent and understanding of the parties that this Article for time off for Association business will be reviewed from time to time to adequately allow the Local one (1) delegate at each of its state and national meetings.

#### Section B - Negotiating Team Status

Upon written notification by the Union and subject to emergencies and/or reasonable departmental manpower requirements, the City will alter shift schedules during negotiations to enable the Union negotiation team to meet collectively to prepare and attend all negotiation sessions. Written notification of Union negotiating team members will be made twenty-one (21) days prior to the beginning of negotiations.

**ARTICLE 5**  
**REPRESENTATION**

**Section A - Chief Steward**

The City agrees to permit one (1) employee or an alternate whose name shall be filed with the Chief of Police, reasonable time, without loss of pay, during their normal working hours, to perform the duties of a steward for the Union. Such stewards may leave the post to which they are assigned on Union business provided they have received permission and entered on the log the time at which they leave and return. In no event shall the above activities interfere with the efficient operations of the Department of Police.

**Section B**

The Chief Steward shall be authorized to represent the employees in the grievance procedure. The employee who has a grievance shall be entitled to representation by the Chief Steward or a representative of his choice, and the representative shall be allowed reasonable time to investigate the grievance. The representative shall make every effort to assist the supervisor in settling grievances. When the grievance can not be settled on an informal basis or at the First Step of the grievance procedure, then the Chief Steward or alternate representative will refer it to the Union for further handling in accordance with the grievance procedure provided herein.

If an employee is to be reprimanded by the supervisor, then he shall have the right to be represented by the Chief Steward or alternate representative before the supervisor. In no event shall the above activities interfere with the efficient operations of the Department of Police.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section A**

The word "grievance" as used in this Agreement refers to an alleged misinterpretation or misapplication of the terms and conditions of this agreement and applicable sections of the Ohio Revised Code, City Ordinances, Administration Policies and Rules and Regulations as they relate to employee relations and working conditions, and not excluded from this grievance procedure. "Days" and "Working Days" shall be defined for the purposes of this Article to include Monday through Friday except for holidays recognized in this Agreement and to exclude Saturdays and Sundays.

Each grievance shall be numbered and submitted in duplicate with the duplicate copy being given to the Union President shall be considered to be presented in the order of its number. For the purpose of this Article, the time computation requirements as established in Section C shall commence with the presentation of the grievance unless more than one (1) grievance is pending at the same time. If more than one (1) grievance is pending at the same time, the time periods for each grievance must lapse in its order of presentation before the time period commences for the next grievance. However, if more than one (1) grievance is pending, the Union can set the priority in writing to the Mayor or his designee in a timely manner. All time periods established for action by either party may be extended by mutual consent agreed upon between the parties at a level no less than the Union Steward or the Chief of Police.

The grievant shall file a grievance against the city within five (5) working days after the employee's knowledge of occurrence of the matter which creates the grievance the specific article, section or combination thereof that he/she alleges to have been violated on the grievance form. Failure to so cite said provision or provisions shall relieve the City of any obligation to process the grievance form.

**Section B**

A grievance under this procedure may be brought by any Union member who believes himself to be aggrieved by a specific violation of this Agreement. Where a group of Union members desire to file a grievance involving an alleged violation which affects each member in the same manner, one member, selected by such group, shall process the grievance. However, any member of the group may individually accept any answer given at any step of the grievance procedure. Union representatives, officers, or members shall not attempt to process as grievance matters which do not constitute an alleged violation of

the Agreement.

### Section C

The following are the implementation steps and procedures for handling of members' grievances:

PRELIMINARY STEP: A member having a complaint shall first attempt to resolve it informally with his/her immediate supervisor or sergeant at the time the incident giving rise to the grievance occurs. At this step there shall be no Union Steward present unless it is requested by the member. At the conclusion of the informal meeting, the supervisor will fill in a short form indicating the date, the name of the member-grievant, the issue that was discussed, any resolution offered, and shall give a copy to the member-grievant. The supervisor's answer to the complaint shall be consistent with the terms of this Agreement. If the member is not satisfied with the response from his/her immediate supervisor at this step, he/she may pursue the formal steps which follow.

STEP ONE: CHIEF OF POLICE OR HIS DESIGNEE: Should the member-grievant not be satisfied with the answer he/she received in the Preliminary Step, within five (5) working days after his/her receipt thereof, he/she may carry the grievance to the Chief of Police or his designee and request that the meeting contemplated by this step be scheduled.

At such meeting, the member-grievant may bring with him/her one (1) representative of his/her choice. Said representative may be the appropriate Union Steward. In addition, a Union representative shall have the right to attend said meeting in accordance with Section F of this Article.

At the conclusion of this meeting, and not to exceed five (5) working days, the Chief of Police or his designee shall respond to the grievance by writing his answer on the form and return the original to the member-grievant, and a copy to the Union. If the grievance involves a disciplinary action, the Police Chief's designee shall not be any officer directly conducting the disciplinary investigation.

STEP TWO: MAYOR OR HIS DESIGNEE: Should the member-grievant not be satisfied with the written answer he/she received in Step One, within five (5) working days after his/her receipt thereof, he/she may carry the grievance to the Mayor or his designee and request that the meeting contemplated by this step be scheduled.

Upon receipt of the grievance, the Mayor or his designee shall indicate the date and time of his receipt on the grievance form and shall schedule a meeting to be held within five (5) working days to discuss the grievance.

At such a meeting, the member-grievant may bring with him/her one (1) representative of his/her

choice. Said representative may be the appropriate Union Steward. In addition, a Union representative shall have the right to attend such meeting in accordance with Section F of this Article.

At the conclusion of this meeting, and not to exceed ten (10) working days, the Mayor or his designee shall respond to the grievance by writing his answer on the form and returning the original to the member-grievance and a copy to the Union.

STEP THREE: BINDING ARBITRATION: If the answer of the Mayor or his designee is not satisfactory, within thirty (30) working days, the Union may call for binding arbitration by notifying the City Administrator of its intent to proceed to binding arbitration. If the parties are unable to mutually agree to an impartial Arbitrator within ten (10) working days after such written notification, either the Union or the City may request a panel of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). The parties have ten (10) working days upon receipt of the panel to select the Arbitrator using the alternate strike-off method or request a new panel.

All expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any City employee called as a witness by either side shall continue to receive his/her regular rate of pay while on duty attending such hearings, not to exceed the normal hours he/she would have been on duty. The fees and expenses of the arbitrator shall be paid for by the party against whom the arbitrator renders an adverse decision.

Any of the above-listed steps in the grievance procedure may be waived by mutual agreement.

#### Section D

An employee with a grievance involving a suspension or a discharge may initiate the grievance at Step Two (2) of the grievance procedure. If the grievance is initiated at Step Two (2) of the grievance procedure, the Mayor shall render his decision in writing to the member-grievant and the Union within ten (10) working days after the meeting with the member-grievant.

#### Section E

It is the City's and the Union's intention that all time limits in the above grievance procedure shall be met. The member-grievant and the City's representative may mutually agree, at any step, to a time extension. The grievance procedure established in Section C, Step Three, as applied to the Mayor or his designee will automatically permit a suspension of the time period for action by the Mayor or his designee for any period of time that he is either out of town, on vacation or ill during the time period requiring their action.

Approved leave with pay shall constitute an automatic time extension to the member-grievant with respect to such days. In the absence of such mutual extensions, the member-grievant may, at any step where a response is not forthcoming within specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

Failure of the member-grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified in this Article, shall be considered for all purposes an abandonment of the grievance and acceptance of the last answer given.

#### Section F

In each step of the grievance procedure outlined in Article Six (6), certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among parties specifically designated to attend providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance. Allowance of additional representative to attend meetings referred to in this section does not preclude the right of any party to designate a representative in his/her own behalf.

#### Section G

An employee with a grievance who chooses a steward or representative who is a police officer to attend the meeting, may do so at each formal step of the grievance procedure during regularly assigned working hours without loss of pay to that steward or employee provided:

1. An "emergency" situation does not exist requiring his/her presence at his/her assigned work situation; and
2. Arrangements have been made and approved by his/her sergeant to have his/her assigned work area properly "covered" during his/her absence.

**ARTICLE 7**  
**BILL OF RIGHTS**

**Section A**

The member has a right to the presence of counsel and/or one (1) representative of his Union at and during all disciplinary hearings and interrogation by or before the Chief of Police, the Safety-Service Director, Mayor, Civil Service Commission, or any other like person or board, or their representative(s) where the member could possible be charged with an offense, could be faced with possible disciplinary action, loss of pay or reprimand.

**Section B**

A member who is to be questioned shall be advised of his/her rights before any questioning starts, shall be provided with a copy of the contractual Bill of Rights provision prior to start of any questioning, and the member shall have the right to refuse to make a statement or too answer any questions, without fear or reprimand, censure, reprisal, threats, or any other punishment or harassment.

**Section C**

Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the member is working. Interrogating sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest period of time for other physical necessities.

**Section D**

The member shall be informed of the nature of the investigation prior to any questioning or statements by the questioner(s), and he/she shall be informed of the names and addresses of any and all complainants.

**Section E**

The member, his/her counsel, and or the representative of his/her Union, shall have the right to cross examine any complainant or witness against him/her at hearing.

**Section F**

The member or complainant shall not be harassed, intimidated, threatened, or promised anything before, during or after the questioning.

**Section G**

No member shall be forced, coerced, or ordered to submit to a polygraph examination, or any other type of testing against his/her will.

#### Section H

The City shall not force a member of the Union to submit to trial by newspaper, radio or television before, during or after the investigation is completed, and the member is either cleared or charged. Names and addresses of members involved in an investigation shall not be revealed by the City until after formal criminal charges, if any, have been filed.

#### Section I

Either side may choose to record interrogation sessions. The side choosing to record said interrogation sessions shall record the entire proceedings, including recessed sessions, and the City shall pay all costs of recording said sessions including the transcription of the recording.

#### Section J

The member, his/her counsel, and his/her employee group representative, Union, shall have access to and be provided with copies of all recordings, transcriptions, statements written or sworn to, and any other material that pertains directly or indirectly to the investigation, its results, and any recommendations stemming from the investigation.

#### Section K

No dismissal, demotion, suspension, reprimand or any other action which might result in loss of pay or benefits, shall be taken against a member unless the member be notified of the action and the reason(s) for it at least three (3) working days prior to the effective date of such action, except as otherwise provided in this agreement.

#### Section L

A member shall make a full and complete statement of his/her knowledge concerning an investigation of another member's conduct on or off duty. No member shall be compelled to modify said statement by any threat, promise or coercion. Any member making any statement concerning an investigation of another member's conduct on or off duty shall be entitled to the same rights afforded the member who is the subject of the investigation. Said member shall also be responsible for statements made during such proceedings in accordance with the rules and regulations of employment including possible disciplinary action for falsehoods contained in the complete statement.

#### Section M

These rights shall not be abridged and shall stay with and cover any member questioned as to his/her own or the actions of others, and the rights may be claimed at any time before or during questioning

or investigation.

Section N

Every member shall be afforded the same rights as any other citizen in addition to those enumerated in this document.

## ARTICLE 8

### **DISCIPLINARY PROCEDURE**

#### Section A - Suspension of Disciplinary Action

Upon completion of an investigation, when it is determined that an employee is to be charged, an employee will be notified five (5) working days from the date of determination.

When an employee is to be charged in an administrative hearing, the Chief of Police shall have the charges against the employee reduced to writing and served on the employee. A hearing shall be held not sooner than five (5) calendar days and not more than fourteen (14) calendar days after charges have been served on the employee. Either party may request an immediate hearing. If either party requests an immediate hearing, it shall be held at the earliest date and hour mutually agreeable. Both parties agree that any request for a continuance shall be made forty-eight (48) hours prior to the scheduled hearing, unless a last minute emergency exists.

The employee shall have the right to be represented at such hearing by the Union and/or a party of his choice.

The Police Chief shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. At such hearing the Police Chief shall have the same power to administer oath and secure the attendance of witnesses and production of documents as its conferred upon the council. The decision of the Police Chief may be appealed to Step 2 of the Grievance Procedure.

In the event that the procedure as set forth in this Section is not followed, then the charges against the employee will be dismissed.

#### Section B - Reprimand

When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee. In the event that a written reprimand is issued that is to be made part of the official personnel record of an employee, then the employee shall have access to the appeal procedure provided in Section A of this Article.

In the event that a supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in the supervisor's files or records.

The supervisor shall provide the employee with a copy of the supervisor's notations.

Section C - Counseling Employees

When it becomes necessary for a supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being maintained in the supervisor's file or records, and the employee shall be given a copy of the supervisor's notation.

Under Sections C and D the employee has a right of appeal to the Police Chief.

## ARTICLE 9

### DRUG AND ALCOHOL TESTING

#### Section A - Policy: Statement

The Police Division recognizes illegal drug usage and alcohol misuse as a threat to the public safety and welfare and to the employees of the department. Thus, the Police Division will take the necessary steps, including drug/alcohol testing, to eliminate illegal drug usage and alcohol misuse. The goal of this policy is prevention and rehabilitation rather than termination.

#### Section B - Definitions

The term "**drug**" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

The term "**illegal drug usage**" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

The term "**alcohol misuse**" is defined as actual impairment of the employee with regard to his or her ability to perform job duties. Henceforth, in this Article any reference to "**drug**" or "**drug abuse**" shall be deemed to include "**alcohol misuse**".

#### Section C - Notice and Education of Employees Regarding Drug Testing

All employees will be informed of the Police Division's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which the tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

#### Section D - Basis for Ordering an Employee to be Tested for Drug Abuse

Employees may be tested for drug abuse under the following conditions:

1. Where there is reasonable suspicion that the Police Officer to be tested is using or abusing illegal drugs or any non-prescribed controlled substance.
2. Random Testing

Mass testing is prohibited. All orders requiring employees to submit to drug testing for reasonable suspicion shall be in writing setting forth the reasonable suspicion before the test is ordered. The number

of employees tested under the random testing program shall not exceed the maximum number allowed to qualify for discount premium programs offered by the Ohio Bureau of Worker's Compensation.

#### Section E - Urine Samples

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under professional medical supervision.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

#### Section F - Testing Procedures

The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

The testing or processing phase shall consist of a two-step procedure.

- (I) Initial screening step, and
- (ii) Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending.

Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

All test results shall be evaluated by a suitably trained physician, or a person with a Ph.D. in chemistry or a related science, or the equivalent in related education or experience, prior to being reported.

All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

#### Section G - Disciplinary Action

Officers who test positive as a result of being ordered to be drug tested may be subject to discipline. Refusal to submit to a drug test, adulteration of, or switching a urine sample may also be grounds for dismissal.

Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of penalty.

#### Section H - Right to Appeal

An officer disciplined as a result of a drug test has the right to challenge the results of such drug test through the disciplinary appeal procedures.

#### Section I - Voluntary Participation in a Dependency Program

An officer may, at any time, voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an officer will not be subject to disciplinary action where the employee voluntarily submits to treatment as discussed above, the Police Department reserves the right to insure that the Police Officer is fit for duty. An officer found temporarily unfit for duty because of drug abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

#### Section J - Duty Assignment After Treatment

Once an employee successfully completes rehabilitation and is fit for duty the officer shall be returned to the regular duty assignment. Officer reassignment during treatment shall be at the discretion of the Chief of Police based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-

up care is completed, at the end of two (2) years, the records of treatment and positive drug test results shall be retired to a closed medical record. The police officer shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for elsewhere in this Agreement.

Section K - Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Section L - Union Held Harmless

This drug testing program is initiated solely at the behest of the employer. The Police Division shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.

The employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

## **ARTICLE 10**

### **SENIORITY AND RELATED MATTERS**

#### **Section A - Seniority**

Seniority shall be the date of the employee's appointment to the Division of Police and the total length of his continuous service after that date, and shall be used for the purpose of determining lay-off and recall rights. Where more than one employee has been appointed on the same date, their seniority shall be in accordance with their position on the original appointment list. In the event that there is a tie score and both individuals are appointed, the seniority shall then be in accordance with the employment application date. Continuous unbroken service with the City in any division thereof shall be counted for the purpose of determining the employee's eligibility for all seniority based fringe benefits. The City will provide up-to-date seniority lists of the employees of the City to the Union upon request within reason. In the event an employee is rehired after having had a break in their continuous service in the Police Division for any reason, their new seniority date shall be their last date of rehire. However, said employee, if reappointed, in accordance with the Civil Service Rules, shall be entitled to the following fringe benefits from the first day of their employment:

1. Any unused or remaining sick leave benefits.
2. The employee will be entitled to have their prior service time credited when computing the amount of their vacation leave. Vacation leave will then be granted at one continuous year of rehire.

New officers shall serve a probationary period of one year after they have completed the training academy and F.T.O. Employees who have successfully completed the training academy and probationary period, shall be eligible to bid as set out in Sections B and C below. Recruits may be scheduled to work for up to a maximum of eighty (80) hours in a two (2) week period. The Chief shall make every reasonable effort to schedule days off for recruits on the basis of a minimum of two (2) consecutive days off.

#### **Section B - Bidding for Assignment**

As a point of clarification, no language included in Article 10, Sections B, C, D, E, F and G shall be construed in such a way as to in any way limit management's right "to determine the size and composition of the work force". Please see Article 12, Section M, Sub-Section 1, d. Management has the

right to fill or not to fill, at its sole discretion, all vacancies and/or new assignments created in the Division of Police. This right also extends to vacancies in the rank of Sergeant. If management determines a position is to be filled, it will follow the rules and procedures set forth in Article 10, Sections B, C, D, E, F and G.

As an additional point of clarification regarding Article 10, Section D, sentence number 2, "No employee shall be removed from a bid position without just cause", this sentence is understood to mean the following: Management reserves the right to transfer or assign a bid position employee from any existing or created-in-the-future bid position to another position in the Division of Police as new demands are placed on the Division of Police. Yet, it is also clearly understood by Management that once an employee bids on and is awarded a bid position, no other employee can be assigned to said bid position unless the employee who last held said bid position was removed for "just cause". Also, if a bid position vacated by direction of Management is to be refilled, said bid position shall be offered to the last employee holding it if they are still employed within the Division of Police and were not removed for just cause.

All vacancies and/or new assignments created in the Division of Police shall be filled through the bidding process as set forth in Section B and Section C of this Article. When a vacancy occurs, it shall be posted on the bulletin board provided as far in advance as possible to allow the employees their opportunity to submit their bid for assignment to the vacancy. Notice of a vacancy shall be read at all roll calls for a period of three (3) days and shall remain open an additional four (4) days for a total of at least seven (7) days from the day first posted. An employee may submit their bid to any of the vacancies in the division. All bids submitted shall be accepted by the division for consideration.

Any employee previously interviewed shall have the prerogative of asking for another interview if they feel their qualifications have changed.

As a result of a police officer's lack of ability to perform due to a physical infirmity, the Employer will allow police officers to bid into a vacant position of Dispatcher at the Dispatcher's pay rate. Any such bid will involve a lateral movement at the same step of the pay scale. The employee will be required to pay through payroll deduction, the difference in PERS premium of either or both employee/employer contribution from that of a dispatcher. No probationary employee shall be allowed to bid. An officer who successfully bids to dispatcher, shall be permitted to bid back into a vacant position in the police officer classification after serving a minimum of two (2) years in the dispatcher position.

#### Section C - Vacancies

The City shall keep a current eligibility list of successful candidates from the most recent police patrolman's examination issued by the Civil Service Commission. If it is determined to fill any vacancy, it will be filled in sixty (60) days of the vacancy or availability occurring (whether from promotion, retirement, disability, termination, death, or any other severance from employment as a police officer for the City of Oregon). Such vacancy or otherwise available position shall be filled by the Chief requesting from the Civil Service Commission a certified list of qualified candidates and choosing therefrom, subject to the needs of the Police Department.

Section D - Filling Vacant Positions

Assignment of police officers to vacant positions within the division will be accomplished through the procedure established herein. No employee shall be removed from a bid position without just cause. Any position held by a member of the O.P.P.A. Bargaining Unit and then vacated by same shall not be filled by a command officer, provided that "command officer" is defined as all personnel above the rank of patrolman. An officer assigned on a permanent basis to the court officer bid position shall be a member of the O.P.P.A.

In selecting police officers to be placed in vacant positions under this category, the Chief of Police or Bureau Head or his designee will interview the officer who bid for the assignment of the Bureau. When the Bureau Head or his designee shall interview for vacant positions, they shall make a recommendation to the Chief of Police who will have the final recommendation as to the officer to be selected. In selecting officers to be assigned to vacancies, a standard job description and qualifications form shall be available to all officers seeking to bid for the assignment. The officer shall complete the standard bidding form relative to the vacancy, in advance of the interview with the Chief of Police, Bureau Head or his designee. The interviewer shall review all such applications and shall prepare a list of those meeting the minimum qualifications of the position. Officers who do not meet the minimum qualifications of the position shall be so advised. The interview shall consist of a standard questioning for all interviewees. Seniority shall be a predominant factor in assessing the filling of vacant positions, in addition to overall qualifications, competence, cooperation, past performance, productivity, and fitness considered by the Chief of Police in selecting the officer to fill vacancies; provided that "productivity" shall not be defined as the number of citations written by an officer in the performance of his or her duties.

The Chief of Police shall advise those eligible of their status prior to the recommendation being made public.

When a position is bid, an Employee and/or the City shall be granted ninety (90) calendar days from the date the Employee begins the position for the Employer to return or be returned to the most recent former position held by said Employee without any loss in seniority or benefits.

#### Section E - Training

When advanced training courses are offered through and/or by the Oregon Police Division, the Chief of Police shall select employees. When a course is offered through the Oregon Police Division, the course shall be announced within a reasonable time and after notification is received and officers shall be allowed to sign up for said course as time allows within the minimum time period as set forth in Section B of this Article. Officers and dispatchers may apply to the Chief for training opportunities and the Chief using reasonable discretion shall choose those officers and dispatchers to attend various training programs, provided there is equalization of training opportunities to the greatest extent possible, does not result in an overtime situation, and does not leave a shift short-handed. All officers who have applied and are scheduled, must attend the training courses.

#### Section F - Promotion

When a promotional competitive list has been certified to the Division of Police by the Civil Service Commission, the Chief of Police shall afford the employees on the list an interview. In selecting an employee for promotion, the City shall utilize the rule of three. This means that the City may, in its discretion, choose from among any of the top three candidates on the eligibility list as certified by the Civil Service Commission and is not required to promote the top candidate on the list. This section shall specifically supercede Ohio Revised Code Section 124.44 and any other section of the Ohio Revised Code relating to promotions within a police department. When the Chief does not intend to recommend the employee who is first on the list, then he shall inform the employee who has not been recommended.

#### Section G - Promotional Examination for Sergeant

Eligibility to take sergeant promotional examinations shall accrue after three (3) years of service as an Oregon Police Officer, but the candidate is not eligible for promotion until five (5) years of service as an Oregon Police Officer. This condition shall apply to incoming police officers. The City shall maintain an eligibility list to last for two (2) years. Such list is to be kept current. The City shall provide notice of each promotional examination by posting of the same three (3) months in advance of such test date as best the City is able to do so. The maximum number of study texts shall be five (5) (including the Municipal Code) which study texts must be in print. Police Officers are responsible for purchasing all required texts.

The City shall reimburse each Police Officer participating in the promotional exam the full cost of the texts upon completion of the test. Texts shall then be turned over to the City as City property. The City will reimburse employees who have purchased the material but were unable to take the test due to extenuating circumstances.

Section H - Acting Sergeant

In the event that it is necessary to appoint a police officer to function as an "Acting Sergeant", and such police officer fulfills this function for one hundred eighty (180) continuous days, such police officer shall be permanently appointed to the position of sergeant.

## ARTICLE 11

### LEAVE OF ABSENCE WITHOUT PAY

#### Section A - Personal Leave - Five (5) Days

A personal leave of absence at the request of the employee may be granted upon the approval of the City in accordance with the rules established herein. An approved leave of absence will be required when the employee will be absent on own accord for more than five (5) work days.

Any excused absence for a period of five (5) days or less may be granted by the Police Chief. Request for leave of absence shall be in writing, in triplicate, and shall be signed by the employee stating the reason for said leave. It shall be approved by the City. One (1) copy shall be retained by the employee, and one (1) copy by the Mayor's designee.

#### Section B - Leave of Absence

With the approval of the Mayor, a leave of absence without pay may be granted for up to one (1) year without loss of position by the employee. When an employee returns from approved leave of absence the employee shall return to the position in the service from which the leave was granted or a comparable position.

#### Section C - Fringe Benefits - Loss of

An employee on an approved leave of absence shall continue to accumulate seniority during the period of the employee's absence. Any employee on an approved leave of absence of twenty (20) working days in any calendar year or less shall have hospitalization, surgical insurance, prescription insurance and death benefit continued in force by the City. An employee on an approved leave of absence for more than twenty (20) working days in any calendar year shall not receive fringe benefits during the period of such leave; however, the employee may arrange to prepay through the office of the Finance Director the premiums necessary to continue the employee's hospitalization, surgical insurance and prescription insurance during the period of time the employee is on leave.

#### Section D - Falsification Of

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then the employee will be discharged.

#### Section E - Military Leave

An employee who is called or enlists into military service shall be placed on an approved leave of absence during the initial tour of duty. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave.

#### Section F - Maternity Leave

A female employee of the City who has six (6) months of seniority shall be granted Maternity Leave beginning sixty (60) calendar days prior to the expected date of delivery. The employee shall have the option of taking one-half (½) of her available maternity leave days prior to delivery and one-half (½) of her maternity leave days after delivery. The employee's medical and life insurance shall continue to be paid by the City for the duration of her maternity leave. In the event the employee does not desire to go on leave at that time, she shall furnish the City with a statement from her attending physician indicating that the employee has the physician's approval to continue working. The employee may return to work any time after the delivery of the child providing approval of her physician.

If the employee has not taken more than a total of one hundred twenty (120) calendar days of Maternity Leave either before or after the delivery date, then she shall be returned to her former position or a comparable position. In the event the employee desires more leave, she shall apply for such additional time as provided in the paragraph titled "Leave of Absence" herein.

The employee shall be entitled to use as much of her accumulated sick pay as she desires, and shall only be placed on Leave of Absence as provided herein when she is not being paid as provided above up to a maximum of ten (10) days of maternity leave shall not count against bonus vacation.

#### Section G - Sick or Injury leave

When an employee who is sick or has been injured has no sick days or injury pay left and extended sick or injury pay has not been granted, then the employee may apply for a Leave of Absence Without Pay as provided in the Section titled "Leave of Absence" herein. The request must be accompanied by the Statement of Attending Physician verifying the necessity for such leave. The leave may be granted, with the approval of the Mayor, for more than ten (10) working days, depending on the condition of the employee, not to exceed one (1) year from the date the employee's sick pay or injury pay has been exhausted. A male employee shall be entitled to take off up to ten (10) days sick time at the time of his wife's delivery, pregnancy-related hospitalization, or miscarriage. The above ten (10) days shall not count

against bonus vacation.

Section H

Once the City has approved the leave of absence, the employee shall have the right to obtain other employment with written approval by the appointing authority if not inconsistent with his leave of absence.

**ARTICLE 12**  
**GENERAL PROVISIONS**

**Section A - Payday**

1. Paychecks are to be ready for distribution to all employees at 3:00 p.m. on payday, Thursday, except when holidays or other compelling circumstances require alternate paycheck pick-up times.

2. In the event that any error has occurred which results in a substantial shortage in the employee's pay, and the amount owed is not in dispute, then a special check shall be prepared immediately so that an employee receives his full pay when due.

3. If any minor error is made in an employee's pay, it shall be corrected no later than the next paycheck, then a voucher shall be issued immediately to correct the error, providing the employee so requests.

4. When an employee elects to receive their bonus payment and/or accumulated compensatory time in lieu of days off, they shall receive such payment in a separate check on the next regular payday.

**Section B - Safety and Welfare**

The City shall make reasonable provisions for the safety, health and welfare of its employees. Protective devices as required by law to properly protect officers from injury shall be provided by the City.

The City shall maintain a Police Division Safety Committee consisting of the Mayor's designee, Police Chief and two (2) representative of the Union.

Any recommendations of the Safety Committee forwarded to the Administration and not approved and implemented by the City to the satisfaction of the majority of the committee shall be subject to the grievance procedure up to and including the Mayor's level of review within the grievance procedure. Items under this Section are not subject to the arbitration step of the grievance procedure.

**Section C - Report To Physician Designated by the City**

In any case where an employee is required to report to a physician designated by the City, it shall be on City time, except in cases where he is off the payroll. After an employee is released for duty by his family physician, no additional sick time shall be charged against the employee pending his examination by the physician designated by the City. When a dispute arises between an officer's physician and the City's physician as to the treatment of change in duty, a mutually agreed upon third physician shall be consulted, and paid for by the City to determine whether the officer should be released from duty.

#### Section D - Rules and Orders

1. All rules and special orders shall be issued in written form and shall be submitted to the Union three (3) working days before they are to take effect, when possible. They shall be subject to the grievance procedure. A copy of the Division Manual, all rule changes, and special orders shall be provided or posted and read by each police officer of the City.

The Union will be provided copies of all Administrative, Personnel, Notices and Bulletins, Bureau of section Orders. The issuance of these orders will not be subject to any appeal procedure. However, the reasonableness of any rule or regulation shall be subject to the grievance procedure.

All new employees will be issued copies of all existing rules and regulations at the time of employment. New employees will be allowed to become members of the Union; however, until the end of any employee's probationary period, the Union may represent the employee only in disputes involving the following matters:

1. Wages
2. Hours and overtime
3. Economic fringe benefits

All employees shall be provided with an updated copy of the rules and regulations to be completed and distributed one hundred eighty (180) days from the date of the signing of the 1986 contract. The City will prepare and distribute within one hundred eighty (180) days of the signing of the contract, a new book of rules and regulations for police dispatching. Said book shall include work rights.

#### Section E - Personal Service Records

Any police officer or dispatcher shall be permitted to review his Personal Service Records and shall receive a copy of all additions thereto. The Personal Service Record of a police officer or dispatcher is to be cleared of any offenses in accordance with the following schedule:

1. Any reprimand shall be removed from the record after one (1) year from the date of the last repetitious behavior of the same acts.
2. Any suspension of less than thirty (30) days shall be removed from the record after a period of two (2) years from the date of the last repetitious behavior of the same acts.
3. Any suspension of thirty (30) days or more shall be removed from the record after four (4) years from the date of the last repetitious behavior of the same acts.

All records relating to the reprimand or suspension shall be removed from the personnel file in

accordance with the above. The parties agree to explore the legal methods for document retention and develop a procedure during the life of this agreement.

#### Section F - Bulletin Boards

The City agrees to furnish space for one (1) bulletin board for the use of the Union to post notices relative to Union affairs. The bulletin board is to be a minimum of twenty-two (22) inches by thirty-six (36) inches. The City furnished OPPA bulletin board shall be used strictly for official Union business.

#### Section G - Resignation

Any police officer or dispatcher whose removal from the service is sought may resign at any time prior to the hearing in front of the Mayor's designee and his work record as it pertains to his resignation shall show only that he resigned.

#### Section H - Retirement

A police officer or dispatcher, upon attaining the age of seventy (70) years, shall be retired by the City and his employment terminated as of the last day of the month in which the employee has attained the age of seventy (70). An employee who contemplates retiring shall make every effort to give a six (6) month notice to the employer of his or her intention to retire.

#### Section I - Other Employment Compatibility

No Bargaining Unit member of the City shall accept outside employment that is adverse to or in conflict with the City employment. The employee shall notify the City of his outside employment prior to acceptance, and if there is no written objection by the City within seven (7) days, the employment shall be presumed conclusively to be compatible with City employment.

If the employee is notified in writing within seven (7) days that the outside employment is not compatible, then the matter is subject to review and/or hearing before the Mayor's designee.

In the event said employee shall be injured while engaged in outside employment while not performing law enforcement activities, he shall be entitled to any sick benefits which have been accumulated by virtue of his employment with the City only if he is not eligible for lost time payments through Bureau of Worker's Compensation insurance with his outside employer.

#### Section J - Trade Days Off

Police officers and dispatchers shall be allowed to trade days off with themselves or other police officers or dispatchers who are able to do the work. Police officers or dispatchers asking for vacation days or compensatory time will be given first preference over police officers requesting to trade a day off with

themselves. Written notice shall be given at least three (3) days prior to the requested trade, except in the case of unforeseen emergencies which make it impossible for the police officer or dispatcher to give such advance notice. A manpower shortage may exist when an emergency situation occurs, or a situation very seriously impacts the ability to protect the public safety.

A police officer or dispatcher may trade shifts as often and as long as they can get another police officer or dispatcher to cover their assignment. The shift commander shall be advised of the trade at least forty-eight(48) hours in advance of such change. If an employee covers a vacancy created on his shift by his trade, he may trade to another shift to take vacation so long as this creates no manpower shortage and necessitates no additional overtime.

#### Section K - Exit Interviews

Upon an employee's resignation or retirement, he shall be afforded an interview with the Police Chief and/or his designee. The purpose of this interview shall be to allow the employee to express reasons for termination and his views on the operation of the division.

#### Section L - College Credit Reimbursement

Full-time employees who have earned college credit hours in a regular college, community college or junior college shall be reimbursed for up to two (2) courses per term at the State of Ohio rate charged per hour, excluding books and other fees (activity fee, parking, etc.)

In order for the employee to receive the above allowance, they must receive a passing grade of "C" or higher and all courses must be related directly or indirectly to the employee's employment with the City of Oregon. Employees are eligible to receive reimbursement for college credit hours for work done up to and including a Master's degree. The city will not pay for any Doctoral degree credits except those associated with a Jurisprudence Degree.

In the event that the employee is receiving additional funds (i.e. grant) to pay for all or part of the tuition of the classes approved by the City, under this Article the City will only pay the difference in the amount necessary to cover the cost of said tuition. The employee is responsible to informing the employer when this situation occurs.

All courses must receive prior approval from the Mayor or Mayor's designee. This approval must be requested by the employee in writing and attached to this request should be a copy of the curriculum. DPS Form #96 should be used by the employee when reimbursement is requested.

Employees shall be given preference under Section J of this Article to trade days when attending

college courses.

### Section M - Management Rights

Sub-Section 1 Except to the extent expressly abridged only by the specific articles and sections of this agreement, the Employer reserves, retains and possesses, solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

- a. To determine the location and number of facilities;
- b. To determine and manage its facilities, equipment, operations, programs and services;
- c. To manage and direct its employees, including the right to select, hire, assign, promote, demote, transfer, suspend, discharge, or discipline employees;
- d. To determine the size and composition of the work force;
- e. To issue reasonable directives and rules governing work standards and employee conduct;
- f. To utilize personnel methods and means in the most appropriate and efficient manner;
- g. To determine the hours of work and work schedule of employees;
- h. To take all necessary and specific action during emergency operational situations;
- i. To determine the standards of quality and performance to be maintained;
- j. To relieve employees from duty because of austerity programs;
- k. To introduce changes in methods, programs, jobs or facilities;
- l. To determine shift starting and quitting time;
- m. To determine the management organization, including the selection, retention, and promotion to positions not within the scope of this Agreement;
- n. To determine equipment required and necessary to perform work related activities.

Sub-Section 2 The Employer construes and the Bargaining Agent recognizes certain specific articles and sections of this Agreement as constituting limitations, and that they pose the only limitations upon the Employer's right to manage its employees, programs and facilities. To the extent that the above rights are abridged expressly by specific articles and sections of this Agreement, alleged violations are subject to the grievance procedure herein.

### Section N - No Strike - No Lockout

Sub-Section 1 There shall be no Union authorized strikes, sick outs (blue flu) or concerted over - or under - enforcement, during the term of this Agreement. The Union shall not authorize or sanction, and

members of the Union shall not instigate, participate in or cause any such strike.

Sub-Section 2 Each employee who violates the provisions of Sub-Section 1 of this Section N shall be subject, at the sole discretion of the City, to discipline up to and including discharge. Such disciplinary action shall be subject to the grievance procedure of this Agreement for the sole purpose of determining the issue of whether an employee, disciplined under This Sub-Section 2, violated the provisions of Sub-Section 1 of Section N.

Sub-Section 3 Whenever any violation of Sub-Section 1 of this Article occurs, the following actions will be immediately implemented:

- a. The Mayor or his designee of the Department, Division or Section involved, or his representative, will notify the Union that a strike is in progress. The Union will at that time inform the person so notifying the Union if the strike is authorized by the Union or not.
- b. Should the strike not be authorized by the Union, it will immediately take aggressive, positive action to render aid to the City to end the strike. Such aid will include, but is not limited to, the following:
  - 1) The Union will contact its members involved, by telephone, and inform them to lend all aid and assistance to the City to end the strike.
  - 2) The Union will publish a statement to the Toledo Blade that the strike is not authorized by the Union and directing all participating employees to immediately cease such activity and return to work as scheduled.
  - 3) The Union will submit a written report to the Mayor within twenty-four (24) hours of being notified of a strike action, indicating the action taken by the Union in regard to the strike.

When the Union promptly and aggressively takes positive action as outlined herein to end violation of Sub-Section 1 of this Section, it will then be relieved of responsibility for the action.

Sub-Section 4 There shall be no "Lock-Out" permitted by the City during the term of this Agreement.

#### Section O - Residency

An employee must reside within ten (10) miles of the City limits. The following conditions, if fulfilled, will waive the existing residence requirement:

1. Hardship of an officer demonstrated to the Mayor or his designee; and

2. The waiver is in the best interests of the City of Oregon as concluded by the Mayor or his designee.
3. The Mayor may grant a waiver if the employee can demonstrate that travel time to the City from the location where the employee desires to reside is not greater than typical travel times within the ten-mile radius.

The above provisions are not grievable.

Section P - EAP (Employee Assistance Program)

The City shall continue to provide an Employee Assistance Program (EAP) equal to or superior to the EAP program currently in place.

Section Q - Change Drawer for Dispatcher

The City shall provide a change drawer for the police dispatcher.

## ARTICLE 13

### HOURS OF WORK AND OVERTIME

#### Section A - Work Schedules

The assignment sheet for the Police Division shall be posted ten (10) working days prior to effective date. Except by mutual agreement, scheduled days off shall not be changed during the schedule unless an emergency arises. If no emergency exists then employees shall be paid time and one-half (1-1/2) for all hours worked not in accordance with the schedule.

#### Section B - Workday

The workday and starting time shall be determined on an operational basis, and the employee shall be made aware of the established starting time for the operation to which he is assigned. The employee's workday shall be eight (8) hours of work and forty (40) hours per week. New recruits will be paid a maximum of eighty (80) hours every pay period while in the Academy.

Meal time will be limited to a maximum of thirty (30) minutes, when available. Two (2) fifteen (15) minute breaks per workday are allowed.

#### Section C - Work in Excess of Regular Workday

All work in excess of the regular eight (8) hour workday shall be overtime and shall be compensated at the rate of time and one-half (1-1/2) of the employee's regular rate of pay.

An employee who works a scheduled day off will receive time and one-half (1-1/2) for hours worked. An employee who works a second contiguous day off will receive double time, provided the employee works at least five (5) hours each day of all contiguous and prior scheduled workdays.

For the purpose of this Section, vacation days, compensatory days, sick days, funeral-leave days, court days (other than court detail) and days worked in conjunction with grant projects do not count as days worked.

An employee called in to work prior and contiguous to his/her regular scheduled shift shall be paid time and one-half (1-1/2) for all hours of the call-in to the beginning of his/her regular scheduled shift.

An employee called in to work hours not contiguous to his/her regular scheduled shift shall be paid time and one-half (1-1/2) for all hours worked or for three (3) hours, whichever is greater.

No double time will be paid in cases where the employee is required to double back when changing shift, in which case the employee may be required to report back on the same day and is not entitled to overtime pay for such doubling back.

Section D - Court Appearance Time

Employees who are required to return to make court appearances shall be paid a minimum of three (3) hours at time and one-half (1-1/2) for such required court appearance. In the event the employee is held beyond the guaranteed minimum three (3) hour period, he shall be compensated at time and one-half (1-1/2) to the nearest tenth (10th) for the period of time his presence is required by the Court.

Section E - Compensatory Time

A police officer or dispatcher who has worked overtime shall be allowed to receive compensatory time off at the overtime rate, in lieu of pay if he so elects. Upon reasonable request by the police officer or dispatcher, days off accumulated due to overtime shall be granted. Whenever possible, the request shall be made at least fourteen (14) days prior to the requested days off unless an unforeseen emergency makes it impossible for the police officer to give such notice.

In the event the police officer or dispatcher has not taken all compensatory time by January 1st of each year following the year in which the time was earned, then he shall be paid for all such hours in the next regular paycheck at the overtime rate.

All overtime hours eared as a result of the Division Recall Procedures shall be paid in cash or by compensatory time off as provided herein.

Any time a police officer or dispatcher has accumulated in excess of two hundred forty (240) hours (prior to January 1st of the following year) of compensatory time, he/she shall be paid on an overtime basis for any and all hours in excess of two hundred forty (240) hours, provided that the choice of compensatory time off or overtime pay for the first two hundred forty (240) hours or any portion thereof shall be the employee's.

Section F - Holiday Overtime

Employees who work on the twelve (12) major holidays shall be compensated twelve (12) hours at their regular straight time rate for having worked on those days. The twelve (12) major holidays are:

<b>New Years Day</b>	January 1st
<b>Martin Luther King Day</b>	Will be recognized on the 3rd Monday in January of each year
<b>Good Friday- Between the Hours of 12:00 noon &amp; 5:00 p.m.</b>	Friday before Easter Sunday
<b>Memorial Day</b>	According to State Statutes

<b>Independence Day</b>	July 4th
<b>Labor Day</b>	First Monday in September
<b>Veteran's Day</b>	November 11th
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Day after Thanksgiving</b>	Friday after Thanksgiving
<b>Christmas Eve</b>	December 24th
<b>Christmas Day</b>	December 25th
<b>New Year's Eve</b>	December 31st

Members who are not scheduled to work on a holiday but are called in to work on the holiday shall receive four (4) hours pay in addition to the holiday overtime rate.

Section G - Equalization of Overtime

Except for overtime that is a result of the police officer or dispatcher being required to appear in court for court time, overtime that arises that is of an emergency nature; and overtime that arises as a result of a detective being assigned to a particular case, all other overtime opportunities shall be offered as evenly as is reasonably possible among the police officers or dispatchers in the appropriate bureau, section or unit. It is intended that overtime opportunities be equalized semi-annually among police officers.

Section H - Overtime Procedures

Police officers or dispatchers may refuse overtime. When it is necessary to require the police officer or dispatcher to work overtime, the police officer or dispatcher with the least seniority within the division shall be scheduled to work. All bargaining unit members ordered in to work overtime, excluding training or court time, will be paid double time.

Section I - Recall - Special Events

When circumstances dictate that police officers or dispatchers are needed to police a special event, then officers or dispatchers will be scheduled on a volunteer basis when possible. Officers recalled will be paid time and one-half (1-1/2) for the hours worked and shall receive a minimum of three (3) hours. Special events do not include duty projects such as schools sponsored ball games, dances, bingo, etc. The City does not schedule off duty projects.

Section J - Permanent Shifts

The Department shall maintain a permanent non-rotating shift schedule in the Road Patrol section. The division will establish hours of each shift, and shall establish staffing levels as necessary to implement a permanent non-rotating shift schedule. Only police officers who have completed their probation period

will be permitted to bid for shifts on the Road Patrol, provided that on each shift one (1) patrolman with at least five (5) years experience is assigned to that shift. Permanent shift assignments shall be opened for bidding by those officers described above, twice a year, on January 1st and July 1st on every calendar year.

The Employer shall rotate all officers through the keys including placement of probationary officers.

#### Section K - Dispatcher Shift Schedule

The department shall maintain a permanent shift schedule for Communications. The division will establish hours of each shift. Only dispatchers who have completed their probation period will be permitted to bid for shifts. Shift assignments shall be opened for bidding by those dispatchers described above, twice a year, on January 1 and July 1 on every calendar year.

## ARTICLE 14

### HEALTH AND WELFARE

#### Section A - Sick Days - Accumulation

Regular employees of the Police Division shall be credited with sick days in accordance with the following formula:

one and one-quarter (1-1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year.

Such days shall continue to accumulate such rate without any maximum limit, commencing August 4, 1974. New employees may bring to City employment any unused sick leave from other State of Ohio political subdivisions. An employee will not be considered to be on sick leave on Saturday, Sunday or holiday unless regularly scheduled to duty on such days.

#### Section B - Sick Pay Usage

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled workday because of illness, injury or exposure to contagious disease not in the course of his employment, or illness in the employee's immediate family that necessitates his absence from work or would result in serious hardship to his family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this section.

Sick pay shall be made for illness or injury incurred as a result of outside employment.

For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse or child whether living with the employee or not, and any other family member cohabitating in the employee's household.

#### Section C - Reporting - Proof of Illness

4. The employee, while absent on sick pay, must notify his immediate supervisor or dispatcher as soon as possible and not later than one (1) hour before the employee was to report for work on the first day of absence.
5. Sick pay will only be considered when the employee or his designee has properly filled out the "Affidavit form DPS #68".
6. An employee shall be required to produce a doctor's certification when the leave is more than three (3) consecutive days.

#### Section D - Sick Pay Extension

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Mayor for extended sick pay benefits. The employee's prior work record with regard to his usage of sick days and his seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee shall be placed on Leave of Absence as provided in Article 10, and the Union shall be notified.

#### Section E - Work Related Injury

Any employee sustaining injury in the course of employment shall, concurrent with seeking any necessary medical attention, complete and present to the immediate supervisor, an employee incident report as set forth in Exhibit (A) within 24 hours. In doing so the employee shall choose whether or not to participate in the employer's Injury Pay Program.

#### **PARTICIPATION IN INJURY PAY PROGRAM:**

Employees electing to participate in the Injury Pay Program shall seek treatment from a "program" physician or facility determined by the City, who will in turn render a diagnosis, prognosis, and a return to work prescription.

Upon the "program" physician's determination that an employee shall be absent from work, wage continuation identified as accident on duty and coded "A" for payroll purposes, shall be granted. The length of such absence shall be determined by the "program" physician's written authorization and may extend up to two years immediately following the incident.

At the expiration of the wage continuation granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Worker's Compensation act. Wage continuation will further cease under the following conditions:

- 1) Attending physician releases employee to return to work.
- 2) Employee returns to work for another employer.
- 3) Employee fails to return to a transitional assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
- 4) Employee fails to appear for employer-sponsored medical examination.
- 5) Employee has reached maximum medical recovery and/or the condition has become

permanent.

- 6) The claim is found to be fraudulent after payment has commenced.
- 7) Employment termination or violation of any City policy or guideline.

An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the program physician. The employee's personal physician will be the physician of record for workers' compensation purposes. In the event employee's personal physician prescribes absence from work such authorization shall be presented to the City within 24 hours and shall require concurrence by the program physician. Should authorization be rejected by the program physician, the employee will be referred for a third opinion at the City's discretion to a physician selected by the City at the City's cost.

The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, the City can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

#### NON-PARTICIPATION IN INJURY PAY PROGRAM:

In those cases when an employee chooses not to participate in the employer's Injury Pay Program, the employee shall further choose compensation under the Workers' Compensation laws of the State of Ohio or use of personal sick time for any absence from work. This choice shall be made on the incident report form. Employees opting out of the Injury Pay Program are cautioned to be aware of the Bureau of Worker's Compensation guidelines when selecting a physician outside the network established by the City.

#### TRANSITIONAL WORK:

Transitional alternate work assignments with restriction may be prescribed by the program physician and are encouraged. Employees assigned to such duty shall be compensated at their regular rate of pay and will not be eligible for overtime.

St. Charles Hospital E.R.  
and Work Injury Network  
2600 Navarre Avenue

Treatment rendered by any physician at the above mentioned facility or any other physician or facility designated by the city shall constitute treatment by a program physician.

The Employee Incident Report forms that are associated with the above referenced section are hereby attached as Appendix C.

Section F - Bonus Days

1. Employees who have earned sick pay benefits in the following year shall be granted vacation bonus as follows:

<u>Days of Unused Sick Leave for Previous Year</u>	<u>Vacation Bonus Days</u>
15	5
14	5
13	4-1/2
12	4-1/2
11	4
10	4
9 or less	0

None of the vacation bonus days are subtracted from the employee's accumulated sick leave total.

2. In lieu of vacation bonus days, an eligible employee may choose instead to be paid his/her regular pay for the amount of vacation bonus days earned. Should the employee choose this option, he/she will receive pay only and not receive any bonus vacation days off.

Any pay received under this section shall be made by March 31 of the subsequent year. Reasonable notice to the employer shall be required prior to March 31.

Section G - Maternity Leave

Female employees shall, at the option of the employee, be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the employee. In the event the employee does not elect pay under this Section, or if the employee has used all the sick pay to which she is entitled, then the employee shall be placed on Leave Without Pay as provided in Article 10.

A male employee shall, at the option of the employee, be entitled to sick pay for the maternity of the spouse. The male employee shall be entitled to take sick days for the purpose of staying home to assist his family at the time of his spouse's delivery.

Section H - Light Duty Provision

Any police officer who, because of accident, injury, or other incapacity, cannot perform the normal

functions required of their position, may be assigned "light duty" for up to a maximum of six (6) months. If more than one (1) police officer requests light duty, then the Chief of Police shall determine the number and duration of any light duty assignments. Any police officer requesting light duty shall provide the City with the statement of attending physician indicating prognosis for return to full duty status. An employee may be required to work light duty by the Chief of Police, provided the employee is physically capable of performing light duty as certified by a physician."

#### Section I - Death Benefits

Death benefits in the amount of Fifty Thousand Dollars (\$50,000.00) shall be paid to the designated beneficiary of a regular employee of the City of Oregon upon death, providing such death occurs after the employee has completed the probationary period. Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefit shall be paid in accordance with the Inheritance Law of the State of Ohio. The City shall allow returned employees to continue to purchase life insurance at the City's group rate.

#### Section J - Hospitalization-Prescription Drug-Dental Coverage

1. The City shall continue to offer the current level of surgical, major medical and outpatient diagnostic laboratory services benefits under the program in effect at the time this contract is signed. The City may also offer a comprehensive plan designed with lower limits as an option to employees. Such program shall provide coverage to each employee, each employee's spouse and all dependent members of the employee's family. Any increase in coverage shall be permitted provided that such expansive coverage does not impact upon the premium cap found in three (3) below. Coverage for this program shall be furnished through a reputable carrier as determined by the City or through self insurance.

2. A dental program and prescriptive drug purchase program providing a deductive prescriptive purchase plan with a ten dollar (\$10.00) deductible per prescription for generic drugs and a twenty dollar (\$20.00) deductible per prescription for non-generic drugs will also be offered at current limits established. The City may also offer a dental and/or prescriptive drug purchase program designed with lower limits as an option to employees. The City will also make a good faith effort to secure a mail-in prescription plan in order to lower prescription costs.

3. Effective 1/1/06 health care premium expenses shall be shared between the employer and the employee, with 90% paid by the employer and 10% paid by the employee. The employee share shall not exceed \$120 per month for a family plan or \$60 per month for a single plan in Year 1 of the Agreement (contributions to be retroactive to the beginning of the contract year). Beginning July 1, 2010, the

employee share shall not exceed \$135.00 per month for a family plan or \$67.50 per month for a single plan.

4. The City will provide annually each employee with family coverage the sum of One Hundred Dollars (\$100.00) and each employee with single coverage the sum of Fifty Dollars (\$50.00) as reimbursement for employee co-pay obligations.

5. If a City employee opts not to participate in an Employee offered health plan coverage for a period of 12 consecutive months, such employee shall receive a yearly bonus of \$750. (This bonus applies to single coverage or family coverage.) Evidence of other coverage shall be required, and the request to opt-out must be made in writing by the employee.

This bonus shall only be paid after the employee has not received city health insurance coverage for a period of 12 consecutive months normally beginning January 1 and ending December 31. No payment will be made to an employee who opts not to take city health insurance for less than a period of 12 consecutive months except when an employee leaves the city in good standing. In that situation, their yearly bonus will be pro-rated and paid with said employee's termination pay.

If a qualifying event (i.e. marriage) occurs mid-year and a city employee elects out of health insurance coverage, the yearly bonus will be pro-rated for the remaining months of the year.

#### Section K - The Police Disability Fund

1. The City will continue to participate in the Police and Firemen's Disability Fund as provided in the Ohio Revised Code.

2. The City shall continue to provide for the "Oregon Police Relief Fund". This fund shall consist of monies derived from rewards, donations, gifts, and police officers' voluntary contributions from subpoena fees received in the Oregon Municipal Court for testifying or appearing in court. The fund is to be used for the welfare of Police Department members and their immediate families.

3. The City shall henceforth contribute to said fund all police officer subpoena fees derived from the Oregon Municipal Court.

#### Section L - Safety Equipment

The City will provide each employee with the necessary equipment to enable the employee to perform his job in a safe manner, including a bullet proof vest.

A Safety and Training Committee will be maintained by the City with a Union member, command officer and a City official to serve.

The City shall provide to all officers an American Body Armor brand or equivalent quality body

armor of threat level 2A or 3A, and the City shall replace said vests according to the manufacturer's specifications or recommendation.

No police officer in the performance of his or her duties shall be required to drive or be a passenger in any service/police vehicle which he or she considers unsafe; provided, that if an officer refuses to ride in such a vehicle, a mutually agreed upon licensed auto mechanic shall be engaged and paid by the City to inspect the vehicle to determine the vehicle's road worthiness and safety.

#### Section M - Pay Scale When Working Out of Classification

An employee who is required to work in a higher job classification on a temporary or emergency basis shall be paid at a higher pay scale. This means that the employee will advance on a temporary or emergency basis to the next highest pay step in the temporary job classification for the hours worked.

The department or division head will be required to have prior written approval by the Mayor and/or Mayor's designee under the following conditions:

1. If it is known in advance, such as vacation replacement, that a position must be filled by an employee with a lower classification.
2. If, upon an emergency basis, the temporary appointment exceeds three (3) consecutive days.

#### Section N - Fatal Force

Any police officer who, while in the performance of his duties, on or off duty, has occasion to use deadly weaponry causing or accidentally causing fatal injury shall, at the discretion of the Chief, become entitled to the following: In exercising such discretion, the Chief shall give significant consideration to the welfare of the officer.

1. A minimum of five (5) days off with full pay, without loss of vacation or sick time to be extended at the discretion of the Chief of Police; or
2. A maximum of thirty (30) days off, if the use of deadly weaponry resulted in fatal injury, with full pay without loss of vacation or sick time, to be extended at the discretion of the Chief of Police and consulting physician provided by the City.
3. Any officer required to use fatal force in the performance of his or her job duties shall submit to Employee Assistance. Any statements made by the officer, or information submitted by the officer in the course of such assistance treatment shall be strictly confidential.

#### Section O

The City will replace any employee's eyeglasses that are damaged or broken in the performance of the employee's official duties.

**ARTICLE 15**

**ECONOMIC FRINGE BENEFITS**

**Section A - Vacations**

All regular employees of the City shall be entitled to annual vacation with pay in accordance with the following table.

**Amount of Continuous Service During Previous Year through December 31<sup>st</sup>**

Less than 1 full calendar year

**Vacation**

.916 days for each full month of service

*x 8 hrs = 7.33 mo.*

After 1 full calendar years

2 weeks

After 5 full calendar years

3 weeks

After 10 full calendar years

4 weeks

After 15 full calendar years

5 weeks

After 20 full calendar years

6 weeks

In addition to the above, after one (1) full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day.

Vacation time granted in accordance with this Article will be scheduled and not canceled unless an emergency exists. An overtime situation does not per se constitute an emergency.

A maximum of forty (40) vacation hours may be carried over to the next year. Any hours in addition to the forty (40) shall be paid each fiscal year. However, a retiring employee shall be permitted, in addition to the foregoing, to carry over or not use vacation time in the year in which he or she retires so that he or she may be paid for those hours in addition to a maximum of forty (40) hours as set forth above.

**Section B - Paid Holidays**

All police officers or dispatchers shall be entitled to twelve and one-half (12-1/2) holidays per year. Scheduled days off for holidays shall not be unreasonably denied.

**Section C - Funeral Pay**

An employee shall be granted three (3) funeral days with pay to arrange for and/or attend the funeral of a member of his immediate family. For the purpose of this section, the employee's immediate family shall include the employee's, and his or her spouse's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, grandmother, grandfather, grandchild and any other relative residing in his household.

In the event that the death of a member of an immediate family, as defined above, occurs in

another city located more than sixty (60) miles from Oregon, the employee will be granted a five (5) day leave of absence with pay.

One (1) day absence with pay shall be allowed any such employee attending the funeral of a relative not in the immediate family and not living in the same household. When a special filial relationship exists between the employee and any relative for whom he would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Chief of Police or the Mayor setting forth the facts as to the special relationship.

In any request for funeral leave under the Section notification of the circumstances permitting the leave shall be given to the Chief or the Mayor prior to the absence from duty.

#### Section D - Jury Duty

Any employee who is required to serve on the jury in any court of record shall be paid his regular rate of pay during such periods. In order for the employee to receive pay under This Section, he must secure a certificate from the Clerk of Courts in which he served evidencing the fact of his having been required to serve.

The money received for Jury Duty will be given to the City.

#### Section E - Military Pay

When an employee is called for short term military training duty, he shall be paid the difference between his regular rate of pay and the pay he receives from the Military Service for such period, for up to thirty-one (31) calendar days in any year.

## ARTICLE 16

### WAGE RATES, PREMIUMS AND ALLOWANCES

#### Section A - Wage Rates

Employees wages rates shall be set forth in Appendix A. Shift Differential shall be set forth in Appendix B.

1. Pay for Patrol and Dispatch While in Field Training

For employees hired after July 15, 2009, the regular hourly wage rate for officers and dispatchers shall be reduced by \$1.50 per hour while the officer or dispatcher is in Field Training. An officer or dispatcher shall be paid the Step 1 wages set forth in this Agreement for all other regular hours worked during their first year of employment.

#### Section B - Implementation

Implementation of Seven (7) Step System:

1. Employees shall progress to next step (if not at top) on their established anniversary date of step increase.
2. Employees shall automatically move upward through the specified steps annually on their anniversary date until the maximum rate has been reached.

#### Section C - Clothing Allowance

The Employer shall provide any necessary uniforms, insignia, leather gear and required equipment for the life of this Contract. Allowable items for uniformed officers are listed in Appendix F of this Agreement. Allowable items for Dispatchers are listed in Appendix G of this Agreement. Allowable items for plain-clothed officers are listed in Appendices H and I of this Agreement. Reimbursement shall be provided only for the items listed in Appendices F, G, H and I, or at reaching a maximum reimbursement of \$750.00 each Contract year for uniformed patrolmen, \$250 each Contract year for Dispatchers, and \$800.00 each Contract year for plain-clothed officers. Any unused portion of the annual allowance may be carried over into the next contract year; however, all balances shall return to \$0 at the end of this contract period, regardless of whether the full allowance has been spent. In addition, all employees shall receive a \$250 uniform and equipment maintenance allowance in each Contract year, payable with the first pay check in December of each year. The City and Union agree to form a committee and meet once per contract year to review and make joint recommendations on items to be added or removed from Appendices F, G, H and I. The final determination of necessary uniform items and equipment shall be made by the Police Chief.

#### Section D - Longevity Pay

Regular employees of the City hired prior to July 1, 1992 shall be paid longevity in accordance with the following formula:

1. After five (5) years - 2%
2. Each year thereafter - additional 1/4%
3. Maximum longevity pay after twenty-five (25) years of service would be - 7%

Regular employees hired on or after July 1, 1992 shall be paid longevity in accordance with the following formula:

1. After ten (10) years - 2%
2. Each year thereafter - additional 1/4%
3. Maximum longevity pay after thirty (30) years of service would be - 7%

Longevity payment shall be made in a separate check to be distributed to the employees on the first pay period in December computed on his base wage rate.

#### Section E - Travel Allowance

Travel reimbursement shall be in conformity with Internal Revenue Service regulations. Meal allowance for required travel shall be in accordance with current City policy.

#### Section F - Termination and Severance Pay

Employees who terminate their employment with the City for any reason shall have their termination pay computed as directed in Appendix D, Employee Termination Pay Policy #25.

In addition to the language as stated in Administrative Policy #25, when a member of the Police and Firemen's Disability and Pension Fund retires or dies or who separates in good standing from employment from the City, they shall receive all regular earnings, vacation pay, sick leave bonus pay, unused sick time (per Article 16, Section H), overtime pay, compensation time pay and longevity pay in a lump sum payment within two calendar weeks of their last day of employment.

#### Section G - Sick Pay Cash-Out

All employees with a date of hire on or before September 1, 2000 shall be entitled to a cash-out of one-half (1/2) of all accrued and unused sick leave at the time of retirement or death. Employees hired after September 1, 2000 shall be allowed to cash-out one half (1/2) of accrued and unused sick leave up to a maximum of one-hundred twenty (120) days, resulting in a maximum of sixty (60) days cashed out (480 hours). Only sick leave earned while employed with the City of Oregon is eligible for cash out. ✓

Should an individual lose their life in a line of duty related incident, the entire amount of sick time accumulation will be paid to the surviving next of kin.

Section H - Detective On-Call

A detective who is on-call shall be compensated an additional Sixty Dollars (\$60.00) per week. Said on-call detective shall receive the Sixty Dollars (\$60.00) per week on-call pay whether or not said detective is actually called in to work during that week, and is in addition to any pay at time and one-half (1-1/2) for hours worked.

Section I - Recognition of Expertise/Experience

The City of Oregon recognized and encourages bargaining unit members in the attainment of the following areas of law enforcement expertise:

1. Completion of a Bachelor of Arts degree;
2. Master Patrolman status [ten (10) years in the road patrol classification];
3. D.A.R.E. Officer;
4. S.R.T. Coordinator;
5. Certified instructor;
6. Detective.

Section J – Training

An officer or dispatcher who serves as a Field Training Officer (FTO) or in other official training capacities, as assigned by the Chief or his designee, shall receive a premium of \$1.50 per hour when the officer or dispatcher serves as an FTO or trainer.

## ARTICLE 17

### **DRUG-FREE WORKPLACE POLICY ACKNOWLEDGMENT**

**POLICY:** It is the policy of the City of Oregon to establish a drug-free workplace, in accordance with the Drug-Free Workplace Act of 1988.

**COVERAGE:** This policy applies to all full-time and part-time employees of the Oregon Police Patrolmen's Association.

**GUIDELINES:** The following policy is established by the City of Oregon in accordance with the Drug-Free Workplace Act of 1988. This policy is intended to establish a drug-free workplace and is considered a condition of employment.

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employee which takes place in whole or in part in the employer's workplace is strictly prohibited. The term "controlled substance" means a controlled substance in Schedule I-V of Section 202 of the Controlled Substance Act (21U.S.C. 812).
2. Any employee convicted of any Federal or State criminal drug statute within the workplace must notify the employer in writing of that fact within five (5) calendar days of the conviction.
3. Any employer receiving Federal funds, who is notified by an employee of a workplace related drug conviction, must report it to the Contracting Agency within ten (10) calendar days of learning of such conviction. Any conviction not reported may result in the loss of Federal funds.
4. The employer must, within thirty (30) days after receiving notice of a conviction from an employee shall take appropriate disciplinary action against such employee up to and including termination from employment. The City of Oregon reserves the right to require the employee to satisfactorily participate in a drug rehabilitation program.
5. Any employee who fails to report a workplace-related drug conviction will face disciplinary action up to and including termination of employment for the failure to report the conviction.
6. Any employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment.

Attached as Appendix E is the Drug-Free Workplace Policy Acknowledgment Form to be signed by each bargaining unit member.

**ARTICLE 18**  
**SAVINGS CLAUSE**

**Section A**

If any Article or Section of this contract or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than these as to which it has been restricted, shall not be affected thereby.

It is the intent of the City and the Union that should any Article or Section of this contract be held invalid or inoperable, that Section or Article shall be renegotiated in an attempt to provide validity, operability or acceptability to such Section or Article.

**Section B - Continuation of Existing Practices**

The parties hereby agree to maintain for the life of this Agreement all terms, conditions, and benefits contained in this Agreement subject to uncontrollable fiscal restraint.

## ARTICLE 19

### DURATION

This contract, entered into at Oregon, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Oregon Police Patrolmen's Association (hereinafter referred to as the "OPPA"), shall constitute the complete and only statement of contractual relationship between the City and the OPPA, and it is specifically agreed that any understandings or practices that may have existed contrary to the terms and conditions of this contract prior to the effective date of this contract will be given no force or effect hereafter. The City and the OPPA accept the provisions of this contract as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill. The employees covered by this contract agree to work for the City in accordance with their terms and conditions specified, and the City agrees to maintain the terms and conditions specified herein for the life of the agreement.

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

Therefore, the City and the OPPA, for the life of this contract, each voluntarily and unqualifiedly waive their right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, except for participation in the grievance procedure as specified within this contract, even though such subjects or matters may not have been in the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this contract, except by mutual understanding.

The effective date of this contract shall be July 1, 2011. This agreement shall remain in full force and effect until June 30, 2014. It shall be automatically renewed from year to year thereafter, unless the union requests to reopen for the purposes of negotiating wages only for the period covering July 1, 2012 to June 30, 2013 or July 1, 2013 to June 30, 2014, in which case a written notice of the desire to meet must be served to the city at least sixty (60) days prior to the above June 30<sup>th</sup> dates.

It is agreed that in the event any article, section or clause hereof should be deemed invalid under applicable law regulations that the various remaining articles, sections, and clauses of this contract shall be deemed to be separable and continuing in effect insofar as they shall not be affected thereby. The parties agree to begin the negotiations within thirty (30) days to replace the void part of the contract with a valid

provision.

It is understood that the terms and conditions of this contract are subject to applicable Federal and State regulations and rules, if any are enacted or adopted during the life of this agreement regarding wage and fringe adjustments and shall be implemented in accordance with and to the extent permitted by such rules and regulations.

**FOR THE UNION:  
THE OREGON POLICE  
PATROLMEN'S ASSOCIATION**

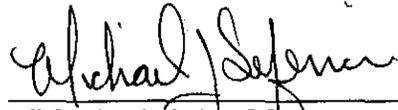
  
\_\_\_\_\_  
President

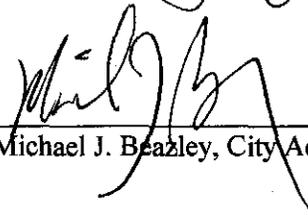
  
\_\_\_\_\_  
Vice President

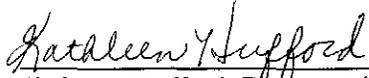
\_\_\_\_\_

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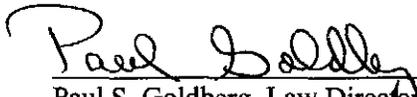
**FOR THE CITY OF OREGON:**

  
\_\_\_\_\_  
Michael J. Seferian, Mayor

  
\_\_\_\_\_  
Michael J. Beazley, City Administrator

  
\_\_\_\_\_  
Kathleen Hufford, Finance Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Paul S. Goldberg, Law Director

Date 9/8/11

SIDE LETTER AGREEMENT

The parties agree that in lieu of a shift differential for detectives and the permanently assigned court officer(s) that the following additional pay of \$.08 per hour shall be granted for hours worked.

## APPENDIX B

### SHIFT DIFFERENTIAL

All members of the bargaining unit will receive shift differential as follows:

**\$.50 per hour for shifts starting between 11:00 A.M. and 8:59 P.M.**

**\$.40 per hour for shifts starting between 9:00 P.M. and 5:59 A.M.**

If a member works two (2) consecutive shifts in the same day, then each shift will be paid by the effective rate for their separate starting times.

Any hours worked for other than shift coverage will be paid in accordance to the above rates by starting time.

When a member requests payment for comp-time, it shall be paid at the current regular monthly rate of pay with the shift differential for the members regular assigned shift for the month. If a member is assigned to a regular "swing" shift for the month, then the payment will be made at their current rate of pay plus \$.30 per hour for shift differential.

# CITY OF OREGON EMPLOYEE INCIDENT REPORT

**This form must be completed by the Employee and/or Supervisor. Forward the signed original to the Disability Management Program Coordinator within 24 hours.**

*Completed by Employee and/or Supervisor* **WHO**

Injured Person \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Age \_\_\_\_\_ Sex \_\_\_\_\_ Occupation \_\_\_\_\_ Depart. \_\_\_\_\_ Shift \_\_\_\_\_  
 Names and Addresses of Witnesses \_\_\_\_\_

### WHAT

Was the employee doing something other than regular duties at the time of the accident? \_\_\_\_\_ If so, what and why? \_\_\_\_\_

Accidents: Give a brief description of what the employee was doing. What physical objects, tools, machines, structures or equipment was involved? \_\_\_\_\_

### WHERE

Employee: Were you at work when the injury or illness occurred?  Yes  No Exact location where accident occurred \_\_\_\_\_

Where did you go for treatment?  Hospital  Clinic  Physician  Other List names and addresses of all treating doctors, clinics, hospitals or other providers: \_\_\_\_\_

### WHEN

Date and time of accident \_\_\_\_\_ Was first aid required?  Yes  No  Not needed

Explain any delays in first aid or reporting of the incident \_\_\_\_\_

When did the employee first know of the injury? \_\_\_\_\_

When did the supervisor first know of the injury? \_\_\_\_\_

I CERTIFY THAT THE INFORMATION SUBMITTED BY ME IS TRUE AND CORRECT, AND I UNDERSTAND THAT PROVIDING FALSE INFORMATION MAY BE A DISCHARGEABLE OFFENSE; IN ADDITION: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE PROVIDER FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION CONCERNING ANY FACT MATERIAL THERETO FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Do you wish to participate in the City's Injury Pay Program?  Yes  No

If no, choose compensation desired:  Personal sick time  Worker's Compensation under laws of State of Ohio

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

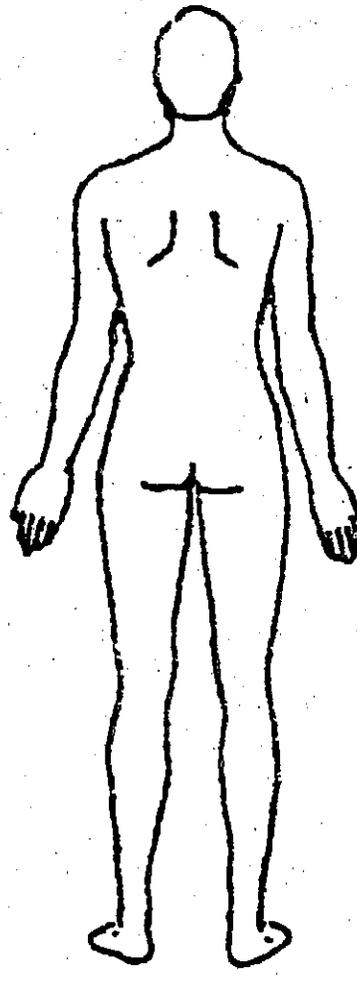
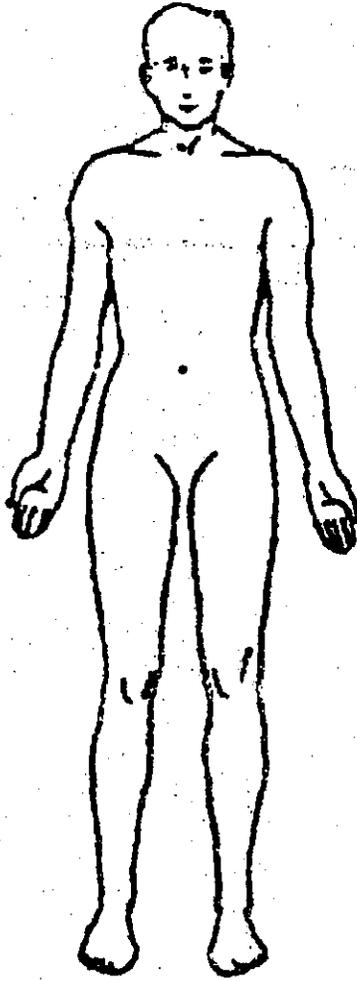
Supervisor's Signature \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Should this incident require further investigation, check here,  and attach form O-IR1.

## CITY OF OREGON EMPLOYEE INCIDENT REPORT

Please circle the part of the body injury.  
Place the appropriate letter/letters describing the injury beside your circle.  
List other comments/information below.

### OBSERVATIONS



**Letter Injury Location**

- |                              |                                    |                         |
|------------------------------|------------------------------------|-------------------------|
| <b>A:</b> Abrasion (Scrape)  | <b>F:</b> Fracture                 | <b>PA:</b> Pain         |
| <b>B:</b> Burns              | <b>F.B.I.:</b> Foreign Body in Eye | <b>P:</b> Puncture      |
| <b>C:</b> Contusion (Bruise) | <b>G:</b> Gunshot                  | <b>S:</b> Strain/Sprain |
| <b>CR:</b> Crush             | <b>L:</b> Laceration               |                         |

Other Comments and Information:

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CITY OF OREGON, OHIO  
ADMINISTRATIVE POLICY

DATE: April 15, 1997

NUMBER: 25

SUPERSEDES: March 29, 1983  
July 30, 1982

**SUBJECT: Employee Termination Pay**

In accordance with Ordinance No. 50-1975, passed April 14, 1975, when an employee in the classified or unclassified service terminates their employment for any reason, they shall be paid in a lump sum for all earned vacation pay. Effective January 1, 1976, the lump sum payment for earned vacation pay shall not exceed the current and prior year's earned vacation and sick leave bonus pay.

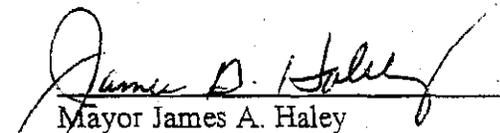
Ordinance No. 199-1991, passed on December 16, 1991, states the maximum or payoff of accrued but unused sick leave at retirement for regular non-bargaining employees which are subject to this ordinance shall be ½ of their accrued but unused sick leave at retirement with no limitation of days so accumulated.

Ordinance No. 190-1980, passed December 8, 1980, authorized the pro rata payment of longevity pay based upon the number of months worked that year.

When a member of the Police and Firemen's Disability and Pension Fund retires from the City of Oregon, they shall receive all regular earnings, vacation pay, sick leave bonus pay, overtime pay, compensatory time pay and longevity pay in a lump sum payment within two calendar weeks of their last day of employment. The Finance Director will make deductions for City Income Tax, State Income Tax, Federal Income Tax and the employee's contribution to Pension Fund on all termination pay earnings as stated above.

When a member of the Public Employees Retirement System of Ohio retires from the City of Oregon, they shall receive all regular earnings, vacation pay, sick leave bonus, overtime pay, compensatory time pay and longevity pay in a lump sum payment within two calendar weeks of their last day of employment. The Finance Director will make deductions for City Income Tax, State Income Tax and Federal Income Tax on the total amount of termination pay. In addition, the Finance Director shall withhold the employee's contribution of PERS on regular earnings, overtime pay, compensatory time pay and longevity pay.

The Finance Director is requested to use the attached revised DPS Form 77 in calculating the employee's termination pay.

  
Mayor James A. Haley

JAH:sg  
Attachment

**CITY OF OREGON  
TERMINATION PAY**

DATE PREPARED

DATE OF TERMINATION

DATE OF APPOINTMENT

NAME

POSITION AND STEP

PREPARED BY CHERYL KNEISLEY/DIANE MYERS

APPROVED BY \_\_\_\_\_

APPROVED BY \_\_\_\_\_

A. BASE RATE EARNING SINCE LAST DECEMBER  
FROM DECEMBER 21, 1996 TO LAST REGULAR PAY PERIOD

B. EARNINGS AFTER LAST REGULAR PAY PERIOD FROM (DATES):

	<u>HRS</u>	<u>HRLY RATE</u>	
C. OVERTIME EARNINGS			\$0.00
D. BALANCE OF COMPENSATORY TIME EARNINGS			\$0.00
E. VACATION PAY EARNINGS (CARRY OVER PLUS PRO RATA)			\$0.00
F. BONUS VACATION - PRO RATED EARNED			\$0.00
G. LONGEVITY EARNINGS (BASE SALARY AT TIME OF TERMINATION)			
H. SICK LEAVE TERMINATION PAY EARNINGS			<u>\$0.00</u>
I. TOTAL GROSS TERMINATION PAY			\$0.00
J. CONTRIBUTION TO PENSION SYSTEMS:			
FOR PERS (B+C+D+G TIMES 8.5%)			\$0.00
FOR POLICE AND FIRE (B+C+D+E+F+G+H TIMES 10%)			\$0.00
K. TOTAL CITY INCOME TAX			\$0.00
L. TOTAL STATE INCOME TAX			\$0.00
M. TOTAL FEDERAL INCOME TAX			\$0.00
N. MISCELLANEOUS DEDUCTIONS			<u>\$0.00</u>
O. NET TERMINATION PAY			<u>\$0.00</u>

**APPENDIX E**

**Drug-Free Workplace Policy Acknowledgement**

I have received the City of Oregon's Drug-Free Workplace Policy. I am aware that this policy is a condition of employment with the City of Oregon. I understand that by signing this statement, I am required to abide by this policy. The signed statement will become a permanent record in my personnel file.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

## APPENDIX F

### ITEMS FOR UNIFORMED OFFICERS

#### Item

Long or Short Sleeve Shirts (Men/Women)

Sentry Trouser with Lintrak

Reversible Raincoat

Metal Nameplate

1-3/4" Pant Belt

Clip-on Ties (regular)/Dickies/turtlenecks

Uniform Hat

Summit Jacket

Shoes (as described below)

Insignia

Leather gear

Other assigned equipment

Sweater

#### Options for shoes/workboots:

- 1) Leather Shoe – Low boot or athletic oxford
- 2) High Shine Clarino Oxford
- 3) Casual Walking
- 4) 6" Tactical Boot
- 5) Black Smooth Leather Oxford
- 6) Gortex Insulated 8" boot

## APPENDIX G

### ITEMS FOR DISPATCHERS

Item

Long or short-sleeve DAC/RAY Shirts

LAD Poly Gab Trousers

1 3/4" Pant Belt

Shoes

## APPENDIX H

### ITEMS FOR PLAIN-CLOTHED OFFICERS

#### Item

Cold-weather coat

Long or short sleeve dress shirts or women's dress tops

Men's slacks or women's dress slacks or skirts

Ties or equivalent women's accessories

Shoes

Sport Coat

Belt

Men's or women's suit

All items on reimbursement basis, total not to exceed \$800.00 per contract year.

The City will provide replacement articles as needed to provide each plain-clothed officer with one serviceable uniform.

## APPENDIX I

### ITEMS FOR VICE OFFICERS

#### Item

Men's or women's suit or sport coat  
with pair of dress slacks

Jeans or casual slacks

Casual Shirts or T-shirts

Belt

Shoes

Sweaters or sweatshirt

Winter Coat

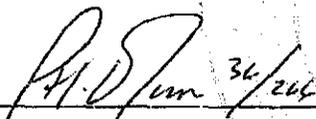
All items on reimbursement basis, total not to exceed \$800.00 per contract year.

The City will provide replacement articles as needed to provide each plain-clothed officer with one serviceable uniform.

## ADENDUM

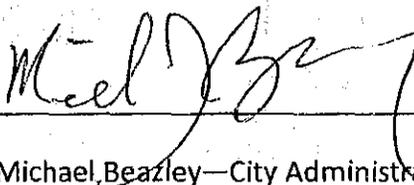
### Article 16, Section C, Clothing Allowance

The language in this section of the contract is understood to mean that any unused portion of the annual allowance may be carried over into the next contract year; however, all balances shall return to \$0 at the end of this contract period, regardless of whether the full allowance has been spent. The contract period for only this language is from July 1, 2009 through June 30, 2014; total of five years. All clothing allowance balances may be carried over into the next contract year; however, all balances shall return to \$0 on June 30, 2014, regardless of whether the full allowance has been spent.



3/26/2014

Mike O'Connor—OPPA President



Michael Beazley—City Administrator



4/28/13

Jake Stelmaszak—OPPA Vice President



OPPA

Exhibit A

**ARTICLE 16, Economic Fringe Benefits**

**Pay for Patrol and Dispatch While in Field Training**

**Add language to Article 16, Section A:**

For employees hired after July 15, 2009, the regular hourly wage rate for officers and dispatchers shall be reduced by \$1.50 per hour while the officer or dispatcher is in Field Training. An officer or dispatcher shall be paid the Step 1 wages set forth in this Agreement for all other regular hours worked during their first year of employment.

**Add New Section to Article 16, Section J:**

**Training**

An officer or dispatcher who serves as a Field Training Officer (FTO) or in other official training capacities, as assigned by the Chief or his designee, shall receive a premium of \$1.50 per hour when the officer or dispatcher serves as an FTO or trainer.

**Wages**

Bargaining unit members shall receive a 2 % increase in pay retroactive to July 1, 2010.

In addition bargaining unit members shall receive in cash bonus (not to be included in base pay) of \$200.00 the first pay in July 2010 and an additional \$200.00 (also not to be included in base pay) the first pay in January 2011.

The parties shall reopen the contract to negotiate wages only prior to June 30, 2011.

Thanks,  
Paul  
419-698-7166

APPENDIX A

O.P.P.A.  
HOURLY WAGE RATE

EFFECTIVE DATES

07/01/11

POLICE OFFICERS

STEP 1	23.56
STEP 2	24.48
STEP 3	25.38
STEP 4	26.27
STEP 5	27.15
STEP 6	28.07
STEP 7	28.95

DISPATCHERS (Hired on or before 10/13/2009)

STEP 1	22.62
STEP 2	23.49
STEP 3	24.37
STEP 4	25.26
STEP 5	26.15
STEP 6	27.09
STEP 7	27.97

DISPATCHERS (Hired after 10/13/2009)

STEP 1	21.02
STEP 2	22.05
STEP 3	22.35
STEP 4	23.01
STEP 5	23.66
STEP 6	24.35
STEP 7	25.01

**O.P.P.A.**  
**ANNUAL WAGE RATE**

**EFFECTIVE DATES**

07/01/11

**POLICE OFFICERS**

STEP 1	49,005.00
STEP 2	50,918.00
STEP 3	52,790.00
STEP 4	54,642.00
STEP 5	56,472.00
STEP 6	58,386.00
STEP 7	60,216.00

**DISPATCHERS (Hired on or before 10/13/2009)**

STEP 1	47,050.00
STEP 2	48,859.00
STEP 3	50,690.00
STEP 4	52,541.00
STEP 5	54,392.00
STEP 6	56,347.00
STEP 7	58,178.00

**DISPATCHERS (Hired after 10/13/2009)**

STEP 1	43,722.00
STEP 2	45,864.00
STEP 3	46,488.00
STEP 4	47,861.00
STEP 5	49,213.00
STEP 6	50,648.00
STEP 7	52,021.00

**SUB-PART 2**



ARTICLE 16

WAGES

Section A.

**WAGE RATES**

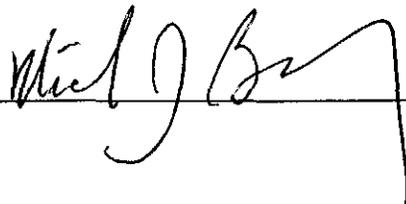
All employees shall receive an increase of 2-1/2% base wages effective July 1, 2012. This increase is set out in Appendix A of this Agreement. Either party may reopen this Agreement to negotiate employee wages only after 90 days prior to the end of year 2 of this agreement.

Section A. (1)

Should the City offer any other bargaining unit subsequent to the execution of this agreement and for the period of 7/1/12 to 6/30/13 pay increases which are in excess of those above, then said additional increases shall also be passed along to OPPA employees.

City of Oregon

Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 4/283 OPPA PRESIDENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

06/01/2012 14:33  
shopkins

CITY OF OREGON  
SALARY TABLES

PG 1  
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2012	OPPA OFFICERS & DISP		DISPATCHER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.5000% per ORD# job class 5744												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	23.1900	185.5200	1,855.20	48,235.20
02	24.0800	192.6400	1,926.40	50,086.40
03	24.9800	199.8400	1,998.40	51,958.40
04	25.8900	207.1200	2,071.20	53,851.20
05	26.8000	214.4000	2,144.00	55,744.00
06	27.7700	222.1600	2,221.60	57,761.60
07	28.6700	229.3600	2,293.60	59,633.60

07/01/2012	OPPA OFFICERS & DPMD		DISP MODIFY SAL H HOURLY	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.5000% per ORD# job class 5745												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	21.5500	172.4000	1,724.00	44,824.00
02	22.6000	180.8000	1,808.00	47,008.00
03	22.9100	183.2800	1,832.80	47,652.80
04	23.5900	188.7200	1,887.20	49,067.20
05	24.2500	194.0000	1,940.00	50,440.00
06	24.9600	199.6800	1,996.80	51,916.80
07	25.6400	205.1200	2,051.20	53,331.20

07/01/2012	OPPA OFFICERS & PLNO		POLNEWOFFICER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.5000% per ORD# job class 5345 new												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.6100	180.8800	1,808.80	47,028.80

06/01/2012 14:33  
shopkins

CITY OF OREGON  
SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2012	OPPA OFFICERS & POL		POLICE OFFICER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.5000% per ORD# job class 5344												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	24.1500	193.2000	1,932.00	50,232.00
02	25.0900	200.7200	2,007.20	52,187.20
03	26.0100	208.0800	2,080.80	54,100.80
04	26.9300	215.4400	2,154.40	56,014.40
05	27.8300	222.6400	2,226.40	57,886.40
06	28.7700	230.1600	2,301.60	59,841.60
07	29.6700	237.3600	2,373.60	61,713.60

\*\* END OF REPORT - Generated by Sue Hopkins \*\*