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AGREEMENT

between

OREGON POLICE COMMAND OFFICERS

by: **Fraternal Order of Police, Inc.**

and

CITY OF OREGON, OHIO

June 1, 2011

to

May 31, 2014

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Oregon, an Ohio municipal corporation (hereinafter referred to as the "EMPLOYER") and the Fraternal Order of Police Oregon Eagles Lodge No. 110 (hereinafter referred to as the "LODGE").

It is the purpose of this Agreement and it is the intent of the parties hereto establish and promote mutual harmonious understanding and relationships between the Employer and the Lodge to promote departmental efficiency and effectiveness, to establish wages, hours, and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2

RECOGNITION

The Employer recognizes the Lodge as the sole and exclusive bargaining representative for all Oregon municipal police officers of the rank of Sergeant or above, excluding the Chief of Police and all others excluded by the Public Employees Bargaining Act for all matters involving wages, hours of work and all other conditions of employment.

ARTICLE 3

LODGE SECURITY

Section 1. AGENCY SHOP

Any present officer who is not a member of the Lodge shall be required to pay a fair share fee which shall not exceed the dues paid by members of the Lodge. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their appointment date to the classification shall also be required to pay such a fair share fee. The Lodge will hold the Employer harmless for any damages which may be granted as a result of the application of utilization of this Article.

ARTICLE 4

LODGE REPRESENTATIVES

Section 1. ATTENDANCE AT LODGE MEETINGS

Subject to the need for orderly scheduling and emergencies, as determined by the Employer, the Employer agrees that elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Permission to attend such meetings shall not be unreasonably withheld.

Section 2. GRIEVANCE PROCESSING

A Lodge representative, upon notifying his immediate supervisor, shall be permitted reasonable time while on duty for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Such grievance processing time shall be subject to the press of other City business and shall not be abused by the Lodge representative.

Section 3. DELEGATES TO CONFERENCES

An employee(s) chosen as a delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence with pay for the period of time required to attend such Convention or Conference. Those individuals permitted to attend FOP conferences shall not exceed a total of six (6) work days in any calendar year.

Section 4. LODGE NEGOTIATORS

No more than three (3) members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the date of negotiations, he will not be compensated for attending the session.

ARTICLE 5

NON-DISCRIMINATION

Section 1. EQUAL EMPLOYMENT OPPORTUNITY

The Employer will continue to provide equal employment

opportunity for all officers, and develop and apply equal employment practices.

Section 2. NON-DISCRIMINATION

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, age, sex, religion, or national origin of the officers; nor shall the Employer discriminate against officers as a result of membership in the Lodge or political affiliation.

The Employer and bargaining agent agree to abide by the provisions of the applicable Federal and State laws and City Ordinances, Administration 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 act of compliance conflict with any of the provisions of this Agreement, a conference will be held with the Employer and Lodge to resolve the conflict.

The Employer agrees not to interfere with the rights of employees to become members of the Lodge and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any employee activity on behalf of the Lodge.

ARTICLE 6

DUES DEDUCTIONS

Upon receipt of written authorization from a member of the Bargaining Unit, the Employer shall deduct Lodge dues each month, from the first pay check of the month, in the amount certified by the Treasurer of the Lodge from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Lodge within fifteen (15) days after deductions have been made. The Lodge will hold the employer harmless for any damages which may be granted as a result of the application or utilization of this Article.

ARTICLE 7

CREDIT UNION DEDUCTIONS

The Employer agrees to deduct bi-weekly or monthly from employees who provide written authorization any monies for any authorized Credit Union and remit same to such authorized Credit Union by separate check.

ARTICLE 8

NO STRIKE

Neither the Lodge nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the employer.

Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

In the event that any employee in the Bargaining Unit is engaged in any violation of this Article, the Lodge shall, upon notification by the Employer, immediately order said employee or employees to resume normal work activities. The Lodge shall publicly disavow any such violation of this Article.

ARTICLE 9

LABOR MANAGEMENT CONFERENCES

Section 1. MEETINGS

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee

relations, it is desirable that meeting be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employee.

Section 2. NO GRIEVANCES

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. REASONABLE NOTICE - APPROVAL

When absence from work is required to attend "labor-management conferences", Lodge member shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

ARTICLE 10

MANAGEMENT RIGHTS

Section 1. MANAGEMENT RIGHTS LISTED

Except to the extent expressly abridged by 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 directives 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 and methods, programs, jobs or facilities;
- L. To determine shift starting and quitting times;
- 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.

Section 2. RIGHT TO GRIEVE

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.

ARTICLE 11

RIGHTS OF EMPLOYEES

Section 1. **CONDUCT AND RIGHTS ASSOCIATED WITH
DISCIPLINARY INVESTIGATION OF
HEARING**

Members of the Bargaining Unit shall not be given a verbal reprimand, written reprimand, suspension or termination unless such discipline is based upon just cause.

Whenever a member of the Bargaining Unit is under investigation or subjected to interrogation for any reason which could lead to disciplinary action, demotion or dismissal, the investigation or interrogation shall be conducted by an officer employed by the Employer of the rank of Sergeant or above under the following conditions:

- A. The interrogation or investigation shall be

- conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty;
- B. The interrogation or investigation shall take place at the office of command of the investigating officer;
 - C. The employee under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all person present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator;
 - D. Anonymous or non sworn complaints may be investigated up to the point of requiring the subject of the investigation making any written or verbal statements.
 - E. The employee under investigation shall be informed in writing of the nature of the complaint prior to any interrogation;
 - F. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest period as are reasonably necessary;
 - G. No employee under interrogation shall be threatened with transfer, dismissal, or disciplinary action;

- H. A verbatim record, transcribed by a court stenographer, or tape recording, shall be kept of the complete interrogation of an employee under investigation for a charge which may result in criminal proceedings including all recess periods.
- A copy of the record or tape shall be available to the officer or his counsel upon request and at no cost. The original transcript or tape shall be logged into the division property room. In all other cases, the individual and the Employer may tape record all proceedings;
- I. Any employee under interrogation who is under arrest, or is likely to be placed under arrest as a result of the interrogation, shall be completely informed of all rights, including Constitutional rights prior to the commencement of the interrogation;
- J. An employee under interrogation shall have the right be represented by counsel of his choice and, if he desires, a representative of his recognized Bargaining Unit who shall be present at all times during his interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained;
- K. Employees who have been charged with violations of Departmental Rules and Regulations shall, upon

request, be provided the opportunity to inspect and copy transcripts, recordings, written statements and any other relevant material;

- L. The Employer shall not insert any adverse material into any file of an employee unless the employee has an opportunity to review and copy said material;
- M. No public statement shall be made prior to a decision being rendered by the Police Chief in any investigation and no public statement shall be made if the employee is found innocent unless the employee requests a public statement;
- N. No employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency;
- O. No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law;
- P. If the investigation or interrogation of an employee results in the recommendation of some action, such as

demotion, transfer, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall permit all appeals, through the chain of command, and the grievance procedure contained herein. The employee may be relieved of duty (suspended) but shall receive all ordinary pay and benefits, as he would have if he were not charged;

Q. Should an employee once charged with a violation of a provision of the criminal code be found not guilty in a Court of Record, he shall be reinstated to his former position with full back pay, seniority and benefits.

R. No employee will be required to take a polygraph or voice print test.

Section 2. HEARING PROCEDURES

A. No employee shall be dismissed or suspended without first being afforded a hearing in accordance with the provisions set forth herein, unless said hearing is waived by the employees.

B. The employee shall be provided with two copies of all written charges.

C. A hearing on the charges shall be held at a mutually agreeable time and place not less than

seven (7) nor more than fourteen (14) days after the charges have been served on the employee. An employee may be represented by counsel of his choosing who shall have the right to cross examine all witnesses.

- D. The Chief of Police or his designee, or acting Chief in an extended absence shall hear the evidence and endeavor to ascertain the truth of the charges.
- E. The Chief of Police or his designee shall render a decision within five (5) days of the close of the hearing based upon the evidence rendered at the hearing unless mutually agreed to extend in an extended absence.
- F. If the decision results in a recommendation of some punitive action of an employee, the Chief shall certify same in writing to the Mayor or his designee forthwith.
- G. The Mayor or his designee shall forthwith inquire into the cause of the punitive action in accordance with the City Charter of the Employer.
- H. The decision of the Mayor or his designee may be appealed through the grievance procedure contained in this Agreement at Step 4.
- I. The charged employee shall have the right to cross examine all witnesses and to have three (3)

representatives (including counsel) of his choosing with him during the hearing.

Section 3. REPRIMANDS

In the event that a supervisor of a command officer finds it necessary to verbally reprimand a command officer, the command officer shall be made aware that a record of such reprimand is being maintained in the employee's file. The supervisor shall provide the reprimanded employee with a copy of the supervisor's notations. The reprimanded employee shall acknowledge receipt of same by signing and dating the original copy of the record. The reprimanded employee shall be given the opportunity to review the contents of such files or records with the supervisor.

Section 4. REQUEST FOR HEARING

In the event that a written reprimand is issued that is to be made part of the official personnel record of the officer, then the employee shall have seven (7) days in which to request, in writing, a hearing before the Chief of Police if he so desires. If the matter cannot be resolved at such hearing, he shall have the opportunity to appeal the reprimand in accordance with the grievance procedure provided for herein.

Section 5. METHOD OF 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. However, this does not preclude supervisors from taking immediate action to resolve an ongoing situation.

Section 6. FALSE CHARGES

If a willfully false charge or complaint is made against a command officer, the Chief shall refer such claim for action to the prosecutor.

Section 7. JUST CAUSE

No disciplinary action shall be imposed for other than just cause. The just cause standard shall apply only to disciplinary actions. Reassignments and other management rights shall be exercised solely at the discretion of management.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. GRIEVANCE

Should any dispute arise as to the interpretation or application of this Agreement between the Employer and the Lodge, it shall be settled in accordance with the following procedure.

Section 2. STEPS

STEP ONE: The employee, with or without a Lodge representative, may take up a grievance with the employee's immediate supervisor within ten (10) calendar days of its occurrence, or when the employee knew or should have known of its occurrence, whichever is later. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Lodge to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Lodge Representative within ten (10) calendar days after receipt of the grievance from the Lodge. The Chief of Police or his designee shall then render a decision, based on information supplied during the meeting, within ten (10) days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his designee within five (5) calendar days of the receipt from the Chief of Police's response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place not to

exceed ten (10) days from the date the grievance is submitted to him by the Lodge and the affected employee(s) to discuss the grievance and come to an equitable solution. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor or his designee shall give the Lodge the Employer's answer within ten (10) working days following their meeting.

STEP FOUR: If the grievance is not settled in Step Three, the matter shall be referred for arbitration by written request made within ten (10) days of the Employer's answer in Step Three. Arbitration shall proceed in the following manner.

Section 3. ARBITRATION

The Employer and the Lodge shall each, within thirty (30) days, appoint a representative to the arbitration panel. The two arbitrators shall in turn, within thirty (30) days, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, including the Federal Mediation and Conciliation Service, the American Arbitration Association, and the Toledo Labor-Management-Citizens Committee or they select a

competent local neutral. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the sole arbitrator designated to hear and decide the dispute.

The arbitrator so selected shall hold a hearing at the earliest date agreeable to the parties to hear evidence concerning the dispute. The arbitrator shall issue his decision in writing not later than thirty (30) calendar days from the date of closing of any hearing. The decision of the arbitrator shall be final and binding on all parties concerned in the grievance.

The cost of the arbitration shall be born equally by the parties.

The arbitrator may interpret this Agreement but shall have not right to add to, take from, or modify any provision of this Agreement.

ARTICLE 13

SENIORITY

Section 1.

- A. Seniority shall be defined as continuous service in rank including acting time.
- B. Seniority preference shall govern selection of vacation periods and eligibility for taking promotional examinations.

- C. Should two or more employees have the same rank seniority, then total length of service with the Police Department from the date of appointment to the force shall govern.
- D. Should it become necessary to reduce the working forces, the employee having the least seniority in rank shall be laid off first. Such employee may bump into the next lowest rank based upon his force seniority as a command officer. If a Sergeant is bumped back to Patrolman he does so based on total force seniority. Bumping will continue in kind until the least senior person is actually laid off from the force.
- E. Recalls from layoff shall be by seniority, the last to be laid off to be the first rehired and so on.
- F. Should two or more employees have identical scores on a promotional examination, ranking shall be based upon total Police Department seniority.

ARTICLE 14

PROMOTIONS

Section 1. APPOINTMENTS

When a promotional list has been certified to the Police Department, the Police Chief shall afford the employee 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. If in utilizing the rule of three the City does not intend to appoint the employee who is first on the list, then the City shall inform the employee, in writing, of the reason(s) he/she has not been selected. The employee who is not selected shall have the right to file a grievance under the procedures contained herein within five (5) calendar days after have been informed of the fact that he/she is to be by-passed. During this appeal, no employee shall be permanently appointed to the position until a final ruling on all appeals has been made. The City shall make the appointment after the interviews, but in no event later than forty-five (45) days from the date the vacancy occurs.

Section 2. ACTING TIME

An employee promoted to a higher rank as a result of certification from a promotional list shall be paid the full rate of the rank to which he has been promoted from the date of appointment. Acting time shall be used to compute the pay step of the promoted employee at the end of his probation period.

Section 3. PROMOTIONAL PROBATIONARY PERIOD

A promoted officer shall be in a promotional probationary period for the first one hundred eighty (180) calendar days of service. Acting time shall not be used when computing the probationary period.

In the event the officer is found to be unsuited for the work of the new rank or he desires to return to his former rank during this period, he shall be reinstated to his former rank.

Section 4. SENIORITY PREFERENCE

The Employer will add five tenths (.5) point for every year of service in rank to the grade of an employee on the promotional test. The maximum number of seniority points which can be accumulated is five (5).

Section 5. ELIGIBILITY LISTS

The Employer shall maintain an up-to-date eligibility list

for each rank at all times. Thirty (30) days or more prior to the expiration date of any eligibility list, the Employer will give a promotional exam. The eligibility list shall become effective the day following the expiration date of the previous test.

Section 6. SENIORITY LIST

The Employer shall publish once every six (6) months an up-to-date seniority list showing rank seniority and total Police Department seniority for each employee.

Section 7. TERMINATION OF SENIORITY

Seniority shall be broken when an employee:

- A. Quits;
- B. Is discharged for just cause.

ARTICLE 15

POSTING AND BIDDING

Section 1. VACANCIES

When a job not requiring a promotional examination becomes vacant or is created, an announcement of same shall be posted in writing in all bureaus for three (3) days. Interested employees shall submit resumes and a request for assignment to the position.

Assignments to fill such vacancies shall be made from the command

officers and shall be based upon qualifications and seniority.

Section 2. ASSIGNMENT

When a vacancy occurs to which no employee requests assignment, the Chief of Police shall assign a command officer with the least seniority in the affected rank to the position unless the Chief of Police certifies the vacancy as a "special need" situation requiring the assignment of a command officer with specific job skills irrespective of seniority. A "special need" situation shall not be created or an assignment made as a substitute for discipline.

Section 3. SIZE OF WORK FORCE

The City maintains its right to abolish or create positions, bureaus or departments. Nothing in Article 15 or 16 shall be construed in such a way as to limit management's right "to determine the size and composition of the work force". Please see Article 10, Section 1d.

The City will designate various units and bureaus which will include a minimum of ten positions. No incumbent command officer will be relieved of a command position except for just cause or as a result of the lay-off procedure herein.

Section 4. SEMINARS

Seminars, training programs and schools shall be posted and

interested employees will be considered for attendance. However, the Chief of Police may limit the selection of attendees to employees assigned to the appropriate Bureau, Section or Unit. Overtime for attendance at training seminars or sessions shall be paid only when the employee has already worked an entire eight (8) hour shift on the same day that the seminar was attended. In the event more than one (1) employee attends a seminar during non-shift hours, only the most senior employee attending the seminar shall receive the time and one-half (1-1/2) rate.

ARTICLE 16

ACTING TIME

Section 1. FILLING OVERTIME

The Chief or his designee shall have discretion as to whether or not to fill a vacancy. If a vacancy is filled, it shall be filled in accordance with the following:

When a Lieutenant position is vacant, it shall be filled by a Sergeant in that section who ranks highest on the civil service list. When a Sergeant position is vacant, it will be filled first by the Sergeant who is off on the day in question in the section in which the vacancy occurs (by equalization, then by seniority), second by a Sergeant in the section on vacation or comp time, third by a Sergeant in the section on a contiguous shift, fourth

by any other Sergeant in the same section (by equalization, then by seniority), and fifth to a Sergeant in another section (by equalization, then by seniority). If no Sergeants are available, the vacancy may be filled first by the section Lieutenant and second by a Lieutenant in another section (by equalization, then seniority). If still not filled, it shall be filled by the Patrol Officer from the affected shift and Division who ranks highest on the eligibility list for Sergeant. This shall constitute an Acting Sergeant basis.

When two or more Road Command Officers (Sergeants) are assigned to the same shift or the same shift plus or minus one hour and for whatever reason one officer is absent, it is determined that no vacancy shall have occurred during said shift.

The Road Lieutenant will be limited to covering two (2) patrol shifts per pay period.

Section 2. ACTING TIME

Acting time shall be instituted when a vacancy occurs that is 8 hours or more. This time period shall be rounded off in blocks of eight hours (i.e. 11 hours and 59 minutes counts as 8 hours and 12 hours or more counts as 16 hours for purposes of computing acting time).

Section 3. ACTING CHIEF

The Public Safety Director with confirmation by the Mayor

shall have the sole responsibility of assigning who shall be designated as acting chief in the Chief's absence. If an F.O.P. member is assigned to said position, they will receive the current top pay schedule for a Lieutenant plus \$.50 an hour.

Section 4. ACTING TIME ACCUMULATED

The Employer will maintain a record of each employee's accumulated acting time in each rank and post same quarterly. Acting time so accumulated shall be credited to the employee while in an acting capacity or permanently promoted to the rank for purposes of salary and seniority list placement.

Section 5. PAY RATE WHILE ACTING

Employees who fill a higher rated temporary vacancy may be required to assume the duties of their regular position but will receive the higher rate of pay for the duration of the acting time.

ARTICLE 17

PAYMENT OF WAGES

Section 1. PAYDAY

The employees shall be paid every other Friday. Payroll checks shall be distributed by 3:00 P.M. on Thursday except for

the day shift. In the event that a holiday falls on payday, payroll checks shall be distributed by 3:00 P.M. on the Wednesday before the holiday.

Section 2. ERRORS

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 by the Employer to make up the difference. If an error occurs resulting in an overpayment, the employer will deduct the overpayment from the next payroll check.

If any minor error is made (an error of less than eight [8] hours pay) in a Command Officer's pay, it shall be corrected no later than the next paycheck.

ARTICLE 18

PHYSICAL EXAMINATION AT EMPLOYER REQUEST

Section 1. REPORT TO PHYSICIAN

When an employee is required to report to a physician designated by the Employer, it shall be on Employer time and at its expense. If any employee is released for duty by his family physician and the Employer requires the employee to report to a designated physician before returning to work, no additional sick

time shall be charged against the employee. The Employer will make every effort to utilize one (1) physician.

ARTICLE 19

TRADING DAYS OFF

Section 1. WHEN PERMITTED

Command Officers shall be permitted to trade days off with themselves or other Command Officers who are able to do the work. Command Officers asking for vacation days or compensatory time will be given first preference over Command 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 Command Officer 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 Command Officer may trade shifts as often and as long as they can get another Command Officer to cover their assignment. The Supervisor 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.

ARTICLE 20

RULES AND REGULATIONS

Section 1. NOTICE TO LODGE

The Lodge shall be provided a copy of all existing Administrative and Personnel Rules and Regulations, or special orders, along with all existing notices and bulletins from a Bureau, District and Section.

All rules, notices, bulletins and special orders shall be issued in writing and submitted to the Lodge not less than three (3) days prior to their implementation.

Section 2. PROVIDED BY EMPLOYER

An up-to-date Rule Book or Police Department Manual and all special orders shall be provided each employee.

ARTICLE 21

SERVICE RECORDS

Section 1. RIGHT TO INSPECT

An employee, or his Lodge representative, may inspect and copy his personnel or any other record maintained by the Employer which covers him at any reasonable time and place.

Section 2. CLEARING THE RECORD

Disciplinary action shall be removed from any record maintained by the Employer in accordance with the following schedule:

1. Reprimands: One (1) year from the date of reprimand.
2. Suspensions: If for less than thirty (30) days, two (2) years from the date of the suspension; if more than thirty (30) days, four (4) years from the date of the suspension.

Section 3. DISSEMINATING INFORMATION

The Employer will not voluntarily disclose the names and salaries of employees unless specifically requested to do so by the media. The Employer will not provide the command officer's home address and phone number in compliance with ORC 2921.24.

ARTICLE 22

RESIGNATION

Section 1.

An employee may resign at any time and his work record shall show that he resigned of his own accord. Upon request, a copy of said work record shall be furnished the employee upon his resignation.

ARTICLE 23

OUTSIDE EMPLOYMENT

Section 1.

No employee shall accept outside employment that is adverse to, or in conflict with, his employment. Compatibility shall be determined by the Chief of Police. When said employment is determined to be incompatible, the employee shall cease such outside employment subject to the grievance procedure.

ARTICLE 24

HOURS OF WORK AND OVERTIME

Section 1. SHIFT ASSIGNMENT

The City shall provide the opportunity for permanent, non-rotating shifts for Road Command Officers with two (2) years full service as Command Officers. Command Officers will be allowed to bid for shifts on the patrol. Permanent shift assignments shall be opened for bidding by those Command Officers by seniority in rank twice a year, on January 1st and July 1st of every calendar year.

Shift bids will include days off assigned to each shift. The assigned days off will not change during the bid period. The City will make every reasonable effort to insure that Employees will not be scheduled to work less than twelve hours between shifts.

Section 2. SCHEDULES

Work schedules shall be posted fourteen (14) days prior to the next cycle. Unless done by mutual agreement of the employee and the Employer, scheduled hours of work or time off shall not be changed. If scheduled changes are made which are not the result of an unforeseen emergency beyond the control of the Department, all work performed for the remainder of that day's shift shall be paid for at one and one-half (1-1/2) times the wage rate.

Section 3. STARTING TIME

Starting times shall be noted on the schedule.

Section 4. EARLY REPORT

Road Patrol shift commanders are required to report for duty fifteen (15) minutes before the established starting time and are to be paid fifteen (15) minutes at the overtime rate. All administrative duties and responsibilities of the Shift Commander will be accomplished prior to starting work.

Section 5. QUITTING TIME

Road Patrol shift commanders are required to remain fifteen (15) minutes after the established quitting time and will be paid fifteen (15) minutes at the overtime rate. All administrative duties and responsibilities of the Shift Commander will be accomplished before leaving work.

Section 6. OVERTIME

All work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, shall be paid for at time and one-half (1-1/2) the regular hourly rate. Where an employee is required to double back on the same day, as a result of a cycle change or any other reason, the payment of overtime resulting from the double back shall be paid at time and one-half (1 ½) the regular hourly rate. However, if an employee is forced to "hold over" and cover a contiguous shift because of an unanticipated absence, after all options for coverage under General Order #149 have been exhausted, the payment of overtime resulting from the forced hold over shall be paid at two times the regular hourly rate. The remedy for sustained grievances resulting from a forced hold over shall be the opportunity to work an additional shift on overtime at time and one-half the regular rate of pay by the employee who was not offered the original overtime opportunity.

Section 6(a). 8 HOUR DAY - BREAK TIMES

A command officer's workday shall be 8 hours (excepting Article 24, Sections 4 and 5) and the work week shall be 40 hours. Mealtime shall be a maximum of 30 minutes, when available. A command officer is entitled to two fifteen-minute breaks in a workday of 8 hours.

Section 7. CALL BACK

When an employee is required to report back to work at a time not contiguous to his regularly scheduled shift, he shall be guaranteed a minimum of three (3) hours at the overtime rate.

Section 8. PYRAMIDING OF OVERTIME

Overtime shall not be pyramided.

Section 9. TIME OFF ENTITLEMENTS

Holidays, vacation days and other time off to which an employee is entitled, as a matter of right under or by virtue of any Ordinance of the City and this Title of the Code, shall be considered as time in the active pay status and compensated accordingly.

Section 10. COURT APPEARANCE TIME

Employees, acting in the capacity of a police officer, who are required to return to make court appearances as a result of lawful police action, whether on or off duty, at time not contiguous to the beginning or end of their shift, shall be paid a minimum of three (3) hours at the overtime rate 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 the overtime rate to the nearest hour for the period of time his presence is required by the court.

Section 11. **SIXTH AND SEVENTH DAYS**

The workweek shall start at 12:01 AM Sunday and conclude at 12:00 midnight Saturday.

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 work days.

For the purpose of this Section, vacation days, comp days, sick days, funeral leave days, court days (other than court detail) and days worked in conjunction with special event duty, do not count as days worked.

Section 12. **COMPENSATORY TIME**

Employees who have worked overtime shall be permitted to receive compensatory time off at the overtime rate, in lieu of pay. Upon reasonable request by the employee, days off accumulated due to overtime shall be granted upon approval of the Lieutenant, Assistant Chief of Police, or the Chief of Police. Whenever possible, the request shall be made at least three (3) days prior to the requested days off unless an unforeseen emergency makes it impossible for the employee to do so.

Section 13. **PAYMENT FOR COMPENSATORY TIME**

Compensatory time accumulated but unused by December 1st of any calendar year shall be paid at the overtime rate by the Employer in a separate check. Employees will receive their accumulated comp time check the second pay in December. Should an employee desire to be paid for accumulated compensatory time, he shall be paid for same at the overtime rate in a separate check upon seven (7) days written notice.

Section 14. **HOLIDAY OVERTIME**

Employees required to work on the day before New Year's Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Martin Luther King Day, Good Friday, the day before Christmas, and Christmas Day shall be paid an additional four (4) hours pay.

Section 15. **HOLIDAY PAY CALLOUT**

Normal call out procedures shall be used to fill holiday vacancies. Any employee called into fill a holiday vacancy (whether or not forced) on his scheduled day off shall be paid double time for all such work.

Section 16. **PAGERS**

Except for the detective bureau employees, employees shall not be required to carry pagers off duty. In the event of an

emergency the Chief may require employees to carry pagers for the duration of such emergency and each employee so required shall be paid \$15.00 for each day or part thereof. Employees shall be compensated at the overtime rate for all off duty work required. Employees shall be responsible to log all such off duty work.

Section 16(a). **SERGEANT IN DETECTIVE BUREAU**

The Sergeant in the detective bureau who is on call shall be paid an additional \$75.00 per week when no callout is made that week and shall not be subject to the provisions of Section 16 when he is on call and subject to the provisions of Section 16(a).

Section 17. **OFF DUTY ARREST**

A command officer who makes an off duty arrest except for a minor misdemeanor shall receive a minimum of three (3) hours wages at the proper overtime rate. This provision shall not apply when the arrest was made while the command officer is engaged in private employment. Court time generated by the off duty arrest will be compensated at the minimum rate of overtime.

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

Section 1. PERSONAL LEAVE UP TO FIVE (5) DAYS

A personal leave of absence at the request of the employee may be granted upon the approval of the Employer in accordance with the rules established herein. A formal approved leave of absence form will be required when the employee will be absent at their own request.

Any request for excused absence for a period of five (5) work days or less may be granted by the Chief of Police when the employee fills out formal leave of absence form. Request for leave of absence shall be in writing in duplicate, and shall be signed by the employee stating the reason for said leave and the days requested. One (1) copy shall be retained by the employee and one (1) copy by the appropriate department or division head or Service Directors. All city benefits shall be maintained by the employee.

Section 2. PERSONAL LEAVE FIVE (5) TO THIRTY (30) DAYS

A leave of absence may be granted for more than five (5) and up to thirty (30) calendar days in any calendar year by the Mayor.

Such request must be submitted on a formal approved leave of absence form. When an employee returns from an approved leave of absence, he shall return to the position he held at the time the

leave was granted. All city benefits shall be maintained by the employee.

Section 3. PERSONAL LEAVE THIRTY (30) DAYS OR MORE

A leave of absence for more than thirty (30) days may be granted by the Mayor, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position in service from which he left when a vacancy exists, except in case of leave of absence for the purpose of securing a job related educational experience, in which case the employee shall be returned to the position in the service from which the leave was granted. In no case shall a leave of absence be granted for more than one (1) year, except as otherwise provided herein. Such request must be submitted on a formal approved leave of absence form. Said employee will lose all city benefits except city-wide seniority and health and life insurance per "COBRA" if they pre-pay the City for the current cost of said benefits. The employee's benefits will resume when they return to work for the city.

An employee who has been granted a leave of absence for more than thirty (30) days must go through the following steps before they can be re-employed by the City. They must wait until their period of leave expires. In addition, they must be fully certified and qualified to meet all the qualifications required by

the last job they held as a city employee and an opening in that said job category/classification must be available.

Section 4. FALSIFICATION OF REQUEST

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 may be discharged from his employment subject to the grievance procedure.

Section 5. 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 (1/2) of her available maternity leave days prior to delivery and one-half (1/2) 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 by 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.

Section 6. SICK OR INJURY LEAVE

When an employee who is sick or injured while on duty has no sick days or injury pay left, and extended sick or injury pay has not been granted, the employee may apply for a leave without pay.

The request must be accompanied by a statement from his attending physician verifying the necessity for such leave. The leave may be granted for periods of thirty (30) days or more, not to exceed two (2) years from the date the employee's sick pay or injury pay has been exhausted.

ARTICLE 26

WAGES

Section 1. SERGEANTS.

Sergeants pay is set forth in Appendix A of this Agreement. Either party may reopen this Agreement to negotiate sergeant wages only after year 1 and 2 of this agreement. Should the City offer any other bargaining unit (subsequent to the execution of this agreement and for the period of June 1, 2011 to May 31, 2012 pay increases which are in excess of those above, then said additional increases shall also be passed along to Sergeants.

Section 2. LIEUTENANTS

Lieutenants pay is set forth in Appendix A of this Agreement. Either party may reopen this Agreement to negotiate lieutenant wages only after year 1 and 2 of this agreement. Should the City offer any other bargaining unit (subsequent to the execution of this agreement and for the period of June 1, 2011 to May 31, 2012 pay increases which are in excess of those above, then said additional increases shall also be passed along to Lieutenants.

Section 3. LONGEVITY

Full-time employees of the City shall be entitled to and 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%.

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 of the current year.

Longevity pay shall be computed on years of service as of December 31st. Those employees receiving longevity pay must have full years as of December 31st of any given year. Longevity shall be computed on years of service with the Employer.

As a result of agreement to change the maximum percentage from 8-1/4% to 7%, the Employer and the Union agree to waive any and all rights or claims in administration or payment under the former system.

Employees hired on or after July 1, 1992, shall earn longevity in accordance with the following schedule.

A longevity payment shall be made to an officer after he/she has completed 10 years of service with the City of Oregon in accordance with the following formula:

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

Longevity payment shall be made in a separate check to be distributed to the employees of the first pay period in December

computed on the employee's base wage rate.

Section 4. SHIFT PREMIUM

Employees shall receive a shift premium of \$.40 per hour on second shift and \$.30 per hour on third shift. Overtime, if any, shall be computed on the rate that the shift began. The shift premium shall be computed into the shift rate. Any employee who begins work between 12:00 Noon and 8:00 p.m. shall receive the second shift premium. Any employee who begins work between 8:01 p.m. and 4:00 a.m. shall receive third shift premium.

Section 5. BLENDED SHIFT DIFFERENTIALS

- (1) Swing Shift Sergeant (normally works two midnight shifts, two afternoon shifts and one day shift) which amounts to average "shift differential" for the position of swing shift sergeant of \$.28 per hour shift differential to be paid to an officer assigned to this position.
- (2) Auxiliary Sergeants work various hours. (At the time shift differential was added to the contract, the time sheets of an officer holding the position were studied, and the average rate was \$.32 per hour.) Therefore, the shift differential for the position of Auxiliary Sergeant is \$.32 per hour shift differential to be paid

to an officer assigned to this position.

All contract language for shift differential and wages applies to this agreement. Blended shift differential can be waived by mutual consent of all parties if they sign the attached F.O.P. Shift Differential Waiver Form. (Please see Appendix D.)

ARTICLE 27

ALLOWANCES

Section 1. CLOTHING

The Employer shall either provide or reimburse the employee for the purchase of any necessary uniforms, insignia, leather gear and required equipment that is required for the life of this Contract. Each uniformed officer may obtain by purchase through the department or through reimbursement to the employee any necessary equipment up to a maximum of \$700.00 per year of the contract. Any unused balance may be carried forward to the next contract year to purchase necessary equipment. Any remaining balance at the termination of the contract term shall be forfeited. Allowable items for purchase by uniformed officers is listed in Appendix G of this Agreement. Plain-clothed officers shall be reimbursed for the purchase of clothing items used on the job for those items listed in Appendix H of this Agreement. Reimbursement shall be provided up to a maximum reimbursement of

\$800.00 each Contract year. In addition, all officers shall receive a \$250.00 uniform and equipment maintenance allowance in each Contract year, payable with the first pay check in December of each year. The City and the 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 G and H. The final determination of any necessary clothing or equipment items to be added to Appendices G and H shall be made by the Chief of Police. All officers are required to wear clothing/uniforms with no visible sign of excessive wear and to keep all equipment presentable and in good working order. The determination of whether items need replacement shall be made by the Police Chief.

Section 2. MEALS

The Employer will furnish a meal allowance of Five Dollars (\$5.00) to any employee who is held four (4) hours or more beyond his scheduled quitting time or who has been recalled to work on an emergency basis. Thereafter, employees will receive a meal allowance at six (6) hour intervals. Meal allowance will not be paid for an employee's regular lunch period. Whenever practicable and while on Employer time, employees shall be give a fifteen (15) minute period in accordance with scheduling requirements for the purpose of eating during each of the above periods.

Section 3. UNRECEIPTED MEAL ALLOWANCE

Any employee ordered to be away from home for a period of eighteen (18) hours or more shall receive a meal allowance in accordance with City Administrative Policy.

Section 4. TRAVEL

The Employer shall compensate employees authorized to use their private motor vehicles on Employer business at the rate approved by the Internal Revenue Service for the use of private motor vehicles for business use. The City shall arrange to provide insurance coverage at its expense to cover private motor vehicles used on Employer business.

ARTICLE 28

TERMINATION AND SEVERANCE PAY

Section 1. EMPLOYEE TERMINATION PAY

Subject to the modified provisions on the accumulation of accrued but unused sick leave contained herein the Employer agrees to be bound by the terms of the City of Oregon, Ohio Administrative Policy Number 25, dated April 15, 1997, for the payment of Employee Termination Pay during the term of this Agreement. (Please see Appendix E.)

Section 2. COMPUTATION OF VACATION

The computation of the vacation earned in the year in which

the employee terminates shall be in accordance with the following table:

Entitled to 2 Weeks	.916 x the Number of Months Worked
Entitled to 3 Weeks	1.333 x the Number of Months Worked
Entitled to 4 Weeks	1.750 x the Number of Months Worked
Entitled to 5 Weeks	2.166 x the Number of Months Worked
Entitled to 6 Weeks	2.667 x the Number of Months Worked

Section 3. SICK TIME ACCUMULATION

Employees shall accumulate sick leave at a rate of one-half (1/2) of one hundred twenty (120) days plus one (1) day for every two (2) days of unused sick time. An employee who dies as the direct result of injuries sustained in the course of his employment with the Employer, or who is totally and permanently disabled as a result of injuries received which arise in the performance of his duties, shall receive payment for his full accumulation of sick pay at the time of his death or retirement.

Section 4. PAYMENT AS A RESULT OF PERFORMING POLICE SERVICES

A Command Officer who dies as the direct result of injuries sustained in the course of performing police services with the City shall receive payment of the full accumulation of accrued sick leave at the time of death.

ARTICLE 29

CRITICAL INCIDENT

Section 1.

Any time an employee is involved in a critical incident, the following provisions shall apply:

- A. The employee shall be entitled to time off to relieve the stress which has resulted from the critical incident. The duration of the time shall be set by the Chief of Police.
- B. The employee shall continue to receive his pay and benefits for the duration of the time off without being charged to his vacation or sick time.
- C. Within 24 hours of the critical incident, the employee(s) involved will participate in an EAP program established by the Employer.

ARTICLE 30

COLLEGE CREDIT

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 University of Toledo or Bowling Green State University 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 unless 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 provided 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 for 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. (Please see College Course Work Form, Appendix F.)

ARTICLE 31

RESIDENCY

Section 1. RESIDENCY REQUIREMENT

The City agrees to abide by the determination of the Ohio Supreme Court in City of Lima vs. State of Ohio (2009) upholding the prohibition against residency requirements for municipal employees pursuant to state law. In the event state law is amended allowing municipalities to adopt residency requirements, or in the event the Ohio Supreme Court or any higher court rules that municipalities do have the right to enact residency requirements, the provisions of Section 2 shall apply. However, any employee who is residing beyond the requirements imposed by Section 2 at the time such change in law occurs shall not be required to relocate within the limits determined by Section 2 or any other limit that may be imposed by the City.

Section 2. RESIDENCY WAIVER

Employees may reside within ten (10) miles of the City of Oregon. The Mayor may grant a waiver to the 10-mile limit 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 10-mile radius.

ARTICLE 32

INDEMNIFICATION

Section 1. EMPLOYER RESPONSIBILITY

The Employer shall be responsible for, hold employees harmless from, and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employees covered by this Agreement in accordance with its policy of insurance now in effect covering such eventualities. The Employer will maintain this insurance or insurance which provides at least comparable benefits in effect during the life of this Agreement.

ARTICLE 33

HEALTH AND WELFARE

Section 1. ACCUMULATION OF SICK DAYS

Regular employees 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 at such rate without any maximum limitation. An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Section 2. SICK PAY USAGE

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury or exposure to contagious diseases 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 provision.

Sick pay shall be made for illness or injury incurred as a result of outside employment. Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or abuse of alcoholic beverages, while committing a felony, or other criminal action.

An employee injured while engaged in approved outside employment may utilize accumulated sick pay for his period of recovery.

For the purpose of this Section, immediate family shall include only the employee's grandparents, father, step-father, mother, step-mother, sister, sister-in-law, brother, brother-in-law, spouse, child or step-child. The family illness provision shall be for a limited period of time (not to exceed three [3] days) to enable the employee to secure other arrangements for the care of the member of his immediate family.

Section 3. REPORTING; PROOF OF ILLNESS

- A. The employee, while absent on sick pay, must notify the Employer under agreed practices. When he is recuperating from surgery or some other major medical condition, and is advised by his physician that a change of location would hasten his recovery, he may do so with the approval of the office of the Chief of Police. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.
- B. When the use of sick days extends beyond three (3) consecutive work days, when the employee returns to work, he shall furnish the Employer with a "STATEMENT OF ATTENDING PHYSICIAN" on the form provided by the Employer, substantiating the facts concerning his condition.
- C. When an employee is absent from duty as a result of claimed illness and the employee's usage of sick pay comes within the scope of the usage of sick time that is described in (B) above, or there is information which indicates that the claimed illness is not legitimate, then his usage of sick time may be investigated by an authorized Employer representative during the employee's normal hours

of work, provided, however, that any visit to the home shall be conducted prior to midnight.

- D. An employee found guilty of abusing sick pay benefits provision thereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

Section 4. 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 Employer for extended sick pay benefits. The employee's prior work record with regard to his usage of sick days, the recommendation of the supervisor, progress of recovery, disciplinary record and his seniority will be taken into account in determining eligibility for such extension.

In the event such sick pay is granted, a repayment plan shall be established by the Employer.

Section 5. INJURY PAY

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 soon as possible. 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 as 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's injury requires absence from work, wage continuation identified as accident on duty and coded "A" for payroll purposes, shall be granted for a period up to ninety (90) days. The City Administrator and Mayor may extend this period up to two years immediately following the incident with a recommendation from the "program" physician or other physician recommendation accepted by the City.

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 without city permission. The decision to approve or disapprove outside employment is not subject to the grievance procedure.
- 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 refuses 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 separation.

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.

- A. An employee on Injury Pay shall suffer no loss of previously scheduled vacation or compensatory time.
- B. If the employee returns to work prior to the expiration of the ninety (90) calendar day period and is disabled at a later date due to the same injury, he may use the unused portion of the ninety (90) day period.
- C. Injury pay extension requests accompanied by a

"Statement of Attending Physician" setting forth the nature of the illness or injury and the need for additional time, must be represented to the City Administrator no later than one (1) week after expiration of the original ninety (90) days disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

- D. Whenever an employee is off duty on Injury Pay due to an injury or illness which is related to his duties, he shall not be required to use any of his accumulated sick days and he will also accumulate sick days as if he were working.
- E. Holidays which occur during approved injury disability period shall be considered as ordinary calendar days.
- F. An employee shall refund to the Clerk Auditor of the Employer amounts received as temporary total disability benefits under the Ohio Workers' Compensation Law.

Section 6. **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) officer requests light duty, then the Chief of Police shall determine the number and duration of any light duty assignments. Any officer requesting light duty shall provide the City with the statement of attending physician indicating prognosis for return to full duty status.

ARTICLE 34

BONUS DAYS

Section 1. UNUSED SICK LEAVE BONUE

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

Days of Unused Sick Leave for Previous Year	Vacation Bonus Days
15	5
14	5
13	4½
12	4½
11	4
10	4
9 or less	0

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

Section 2. PAYOUT FOR BONUS DAYS

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 31st of the subsequent year. Reasonable notice to the employer shall be required prior to March 31st.

ARTICLE 35

DEATH BENEFITS

Section 1.

A death benefit in the amount of Fifty Thousand Dollars (\$50,000.00) shall be paid to the designated beneficiary of regular employee of the City of Oregon upon death. 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.

ARTICLE 36

HOSPITALIZATION/ DRUG PROGRAM/OTHER INSURANCES

Section 1. HEALTH INSURANCE

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.

Section 1(a). **REIMBURSEMENT FOR DOCTOR OFFICE VISITS**

The City shall provide a lump sum payment to Bargaining Unit members to assist in compensating members for their out of pocket co-pay expense for such visits.

The payment under this Section shall be One Hundred Dollars (\$100.00) per year for those Bargaining Unit members enrolled on a family plan and Fifty Dollars (\$50.00) per year for those Bargaining Unit members enrolled on a single plan.

Section 2. **PRESCRIPTION DRUGS AND DENTAL**

A dental program and prescriptive drug purchase program providing a Ten Dollar (\$10.00) deductible for the purchase of generic drugs and a Twenty Dollar (\$20.00) deductible for the purchase of 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.

Section 3. EMPLOYEE PERCENTAGE

The city shall pay 90% of the overall premium cost per employee, per month, per family or single plan, and the employee shall pay 10% of the overall premium cost.

Section 4. POLICE AND FIRE DISABILITY AND PENSION PROGRAM

For the life of this Agreement, the Employer shall continue to participate in the Police and Firemen's Disability and Pension program as provided in the Ohio Revised Code.

Section 5. INSURANCE OPT-OUT

If a city employee opts not to participate in an Employer offered health plan coverage for a period of 12 consecutive months, such employee shall receive a yearly bonus of \$750.00. (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.

ARTICLE 37

SAFETY EQUIPMENT

Section 1. BULLET PROOF VEST, SAFETY GLASSES

The Employer will provide each employee with a bullet proof vest and safety glasses with prescription lenses. The Employer will reimburse sixty percent (60%) of the cost of such safety glasses.

Any officer who requests body armor shall receive same. Minimal threat level 3 or less as required by the officer shall be used. Body armor shall be replaced in accordance with the manufacturer's specification.

ARTICLE 38

VACATIONS

Section 1. VACATION COMPUTATION

Employees shall be entitled to annual vacations with pay in accordance with the following tables:

AMOUNT OF CONTINUOUS SERVICE DURING PREVIOUS YEAR
THROUGH DECEMBER 31ST

Less Than 1 Full Calendar Year	.9 Days for Each Full Month of Service
After 1 Full Calendar Year of Service	2 Weeks
After 5 Full Calendar Years of Service	3 Weeks
After 10 Full Calendar Years of Service	4 Weeks
After 15 Full Calendar Years of Service	5 Weeks
After 20 Full Calendar Years of Service	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.

Section 2. VACATION CARRYOVER

An employee may choose to carry over five (5) days of unused vacation into the next year. The Employer agrees to pay to the employee for any vacation days not used in the previous year that exceeds the five (5) carryover days at the daily pay rate in the first (1st) regular pay check in January.

In the event an employee is not allowed or unable to schedule

his vacation time in the year in which it should have been taken, he may request that unused vacation be carried over into the following year. Such request must be submitted to the Chief of Police prior to December 1st of each year.

Section 3. RETIREMENT

An employee that will be retiring in a given year shall not be required to use any of his vacation in the preceding year. At time of retirement, the employee shall be paid for all unused vacation time at his regular pay rate.

An employee shall also be paid for any holidays worked for which he has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and he terminates on or before June 30th, he shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30th, he shall receive pay for two (2) discretionary holidays.

Section 4. SCHEDULING

Employees shall be allowed to schedule and take vacations based upon seniority. One half of an employee's annual vacation total shall be scheduled by December 15 of each year for the period of January 1 through June 30 of the following year. One half of an employee's annual vacation total shall be scheduled by June 15 for the period of July 1 through December 31 of the same

year. Vacation requests received during the bid period will be scheduled by seniority. Requests to alter scheduled vacation after the sign up period will be scheduled as they are received, and approved if sufficient manpower is available. Vacation requests of one week (5 days) or more will take precedence over requests of less than one week.

On shifts where a sergeant is already scheduled for vacation, a vacation request by another sergeant assigned to the same shift may be granted for unusual circumstances of a non-repetitious nature. If approved, the shift will not be filled with overtime, but by offering acting time to qualified patrol officers already on shift, if available.

Section 5. VACATIONS AT ANY ONE TIME

Employees shall not take over two (2) weeks of vacation time at any one time without the approval of the Employer. A request, in writing, for an extended vacation period must be submitted at least thirty (30) calendar days prior to the requested vacation time.

Section 6. SICK LEAVE DURING VACATION PERIODS

Sick time may be used during vacation periods when the employee becomes sick or injured during the vacation period. The Employer may demand proof of such sickness from the treating physician.

Section 7. **APPROVED VACATIONS - MONTHLY ROSTER**

Vacations, once approved, will not be changed by the Employer except in the event of an emergency. The Employer shall post a monthly roster of unused vacation days, bonus days and holidays.

ARTICLE 39

HOLIDAYS

Section 1. **EMPLOYEE PAID HOLIDAYS**

Employees shall be entitled to twelve and one-half (12-1/2) days off per year in addition to their regular vacation days. Said employees shall have the option of having up to twelve and one-half (12-1/2) days added to their vacation time or if all twelve and one-half (12-1/2) days are not added to their vacation, they shall receive their regular straight time pay for the rest up to a maximum of ten (10) days.

Section 2. **PAID HOLIDAYS**

The following days are designated as paid holidays:

- (1) Day Before New Year's Day
- (2) New Year's Day
- (3) Good Friday - One-Half (1/2) Day
- (4) Martin Luther King Day
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Armistice Day
- (9) Thanksgiving Day

- (10) Friday after Thanksgiving Day
- (11) Day before Christmas
- (12) Christmas Day
- (13) Personal Day

Section 3. BEREAVEMENT PAY

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

In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional sick time shall be charged to the employee's accumulated sick days, but shall have no affect on Bonus Days.

Should death or burial in the immediate family occur in a city located more than two hundred and fifty (250) miles from Oregon, an additional two (2) days for travel shall be granted and paid.

The employee may take two (2) days to attend the funeral and reserve a day to attend to the legal matters made necessary by the death, but such time provided herein shall be taken within two (2) weeks after the date of burial.

This benefit shall also be extended when the relative is a veteran being returned for burial.

One (1) day of funeral pay shall be granted to attend the funeral of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law, if such funeral occurs on an employee's regular workday and if the employee is scheduled to work that day.

When a special filial relationship exists between the employee and any relative for whom the employee would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted when the employee furnishes the Chief an affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of a child, offspring, or parent.

Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee.

The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

An employee shall be granted funeral pay only after the

employee furnished evidence of the death of a person with whom the employee had a qualifying relationship.

Section 4. JURY DUTY

Any employee who is required to serve on the jury in any court of record or is summoned for jury duty 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 or having been summoned for jury duty.

ARTICLE 40

BULLETIN BOARD

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Lodge may post its notices. The bulletin board shall be used for official Lodge business only.

ARTICLE 41

SAFETY

Section 1. SAFETY COMMITTEE

The Chief of Police shall appoint a designee(s) to represent him in meeting with the Lodge to discuss safety issues.

The designee(s) of the Chief of Police shall meet a minimum of once a month with the Lodge Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Lodge.

Any report or recommendation which may be prepared by the Lodge or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Lodge. Reports or recommendations shall not be subject to the grievance procedure.

Section 2. DISABLING DEFECTS

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement,

or the continued operation of said vehicle.

ARTICLE 42

MISCELLANEOUS

Section 1. AUTHORIZED REPRESENTATIVES

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with Officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. EXAMINING TIME SHEETS

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 3. REPAIR OR REPLACE PHYSICAL PROPERTY

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, if during the course of the employees duties, the employee is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor. Reimbursement under this

provision shall not exceed One Hundred Dollars (\$100.00) per person, per year.

Section 4. INOCULATION OR IMMUNIZATION

The Employer agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such becomes necessary as a result of same employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

Section 5. STUDY MATERIAL

The Employer shall, three (3) months prior to any promotional test, provide the employees of the Police Department with a list of all reference material used in making up the promotional test which will be forthcoming. The maximum number of study references shall be five (5).

Section 6. AVAILABILITY OF STUDY MATERIAL

Employees are responsible for buying all study materials not provided by the City. The City shall reimburse each employee participating in the promotional exam the full cost of the material upon completion of the test. Texts shall then be turned over to the City as City property.

Section 7. SHORT TERM MILITARY TRAINING

When an employee is called for short term military training duty, he shall be paid the difference between his regular rate of pay and pay he received from military service for such period, for up to thirty-one (31) calendar days in any year. This pay is not for the purpose of attending monthly organizational or training meetings in a reserve unit.

Section 8. IN-SERVICE TRAINING

In service training shall be held during the following hours:

Monday - 0800 hours to 2000 hours
Tuesday - 0800 hours to 2000 hours
Wednesday - 0800 hours to 2000 hours
Thursday - 0800 hours to 2000 hours
Friday - 0800 hours to 1600 hours
Saturday - No in-service training
Sunday - No in-service training

No employee shall be required to report for in-service training that has not had at least eight (8) hours of continuous off-duty time or if the training has been scheduled on Christmas, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. This provision does not apply to training that is provided or attended while on-duty.

Section 9. **PROMOTION TO SERGEANT**

An employee must have five (5) continuous years of service with the Employer before he shall be eligible for promotion to the rank of Sergeant.

An employee with three (3) years of continuous service may take the promotional examination, but will not be placed on the eligibility list for promotion until he has completed five (5) years of continuous service with the Employer.

Section 10. **DISABILITY AND PENSION FUND**

The Employer will comply with all rules, mandates and regulations of the Police and Firemen's Disability and Pension Fund. If a retiring employee elects the COLA retirement plan the City shall not make contribution deductions for such leave, vacation or comp time.

Section 11. **POLICE RECORDS**

Upon written request of a command officer, the City shall furnish within ten (10) working days of said request a copy of any public record at no charge.

Section 12. **SPECIAL EVENT DUTY**

Where circumstances dictate a request for special event duty, bargaining unit members will be scheduled on a volunteer basis when possible. All police officers (including patrolmen)

shall have equal opportunity to volunteer for each special event, based first on city seniority and then the equalization of overtime. Officers will be paid time and one-half (1 ½) for the hours worked and shall receive a minimum of three hours. Special event duty does not include off duty projects such as school sponsored ball games, dances, bingo, etc. The City does not schedule off duty projects.

Section 13. SPECIAL SERVICES LIEUTENANT IN OVERTIME CALLOUT

The City agrees to amend General Order #149 to include the Special Services Lieutenant in the recall policy for a vacant Road Patrol Sergeant.

ARTICLE 43

DRUG AND ALCOHOL PROGRAM

Section 1. DRUG AND ALCOHOL TESTING

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.

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".

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.

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.
2. On a random basis.

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.

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.

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 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.

g. Disciplinary Action

Officers who test positive as a result of a random drug test shall have the opportunity for rehabilitation without loss of job. Officers who as a result of being ordered to be drug tested are found to be abusing drugs may be subject to dismissal. Refusal to submit to a drug test, adulteration of, or switching a urine sample may also be ground for dismissal.

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

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.

i. Participation in a Dependency Program

An officer may, at any time, enter a chemical dependency program or may be ordered to a rehabilitative center based on substantiated positive test results. 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 admission or order to participate 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 because of drug abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

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.

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.

1. **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 44

PHYSICAL FITNESS

The Chief shall have authority to establish and enforce reasonable fitness standards for all members of the Bargaining Unit. Before any such standards are implemented, they shall be

discussed with the Union.

The City shall make available fitness training facilities at the Oregon Police Station. Member of the Bargaining Unit may request the right to train at the facility during normal straight-time working hours, provided:

1. No officer shall request more than one (1) hour per day or three (3) hours per week.

2. The Chief or his/her designee shall have discretion to grant or deny any such request, but shall not deny any request arbitrarily or unreasonably.

ARTICLE 45

SAVINGS CLAUSE

If any provision of this Agreement of any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substantiate provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 46

DURATION

This Agreement shall be effective from June 1, 2011 and shall remain in full force and effect until May 31, 2014. However, either party may reopen this Agreement to negotiate wages only after year one and year two Agreement. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than ninety (90) days preceding expiration date of the Contract. The notices referred to shall be considered to have been given as of the date shown on the postmark.

Signed this 27th day of June, 2011.

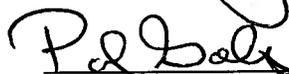
FOR THE CITY OF OREGON, OHIO
Approved as to Form:



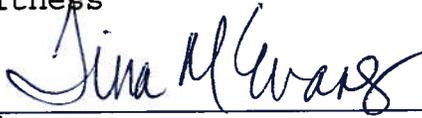
Mayor Michael J. Seferian



Witness



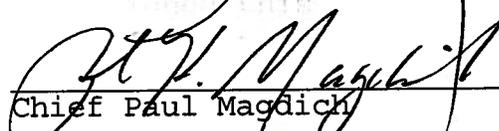
Paul Goldberg, Law Director



Witness



Michael J. Beazley, City Administrator



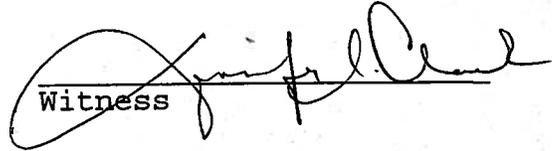
Chief Paul Magdich

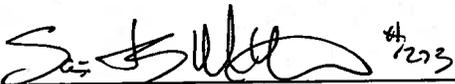


Kathleen Hufford, Finance Director

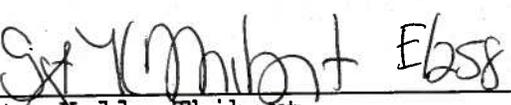
FOR THE FRATERNAL ORDER OF
POLICE, OREGON EAGLES LODGE
No. 110


Sergeant Edward Depinet

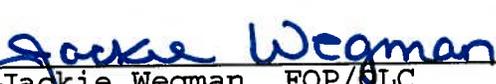

Witness

 #1223
Sergeant Jeff Martin


Witness

 E658
Sgt. Kelly Thibert


Witness


Jackie Wegman, FOP/OLC


Witness

06/30/2010 11:30
shopkins

CITY OF OREGON
SALARY TABLE

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
07/01/2010	FOP FOP	LIEU	LIEUTENANT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by Job Class No. 5378												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	34.6354	277.0830	2,770.83	72,041.58
02	35.8101	286.4810	2,864.81	74,485.06
03	37.0022	296.0180	2,960.18	76,964.68
04	38.1585	305.2680	3,052.68	79,369.68

07/01/2010	FOP FOP	SERG	SERGEANT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by Job Class No. 5375												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	30.2492	241.9940	2,419.94	62,918.44
02	31.2748	250.1980	2,501.98	65,051.48
03	32.3163	258.5300	2,585.30	67,217.80
04	33.3261	266.6090	2,666.09	69,318.34

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

APPENDIX A
WAGES

APPENDIX B
CLAY HIGH SCHOOL GYMNASIUM

AGREEMENT

WHEREAS, the City of Oregon, hereinafter referred to as the "City" and the Oregon Board of Education, hereinafter referred to as "The Board," desire to enter into an agreement by which the Board shall grant a license to City for Employees of the Police Division, hereinafter referred to as Officers to utilize the new Clay High School Gymnasium as a health/exercise facility.

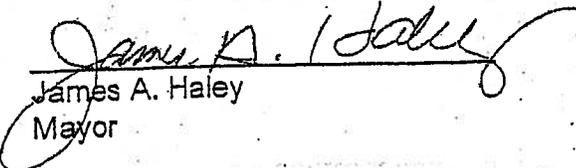
It is hereby agreed between the City and the Board that the Board shall grant a license to the City for Officers to use the Clay High School Gymnasium as a health/exercise facility. Said use by the City shall be dependent upon the following conditions:

1. The Board shall convey to the City only one key to the facility and the key shall be left in charge of the City Police Dispatchers. Said key shall allow access only to the rear door of the facility.
2. The City shall have access to the facility 24 hours per day, seven days per week.
3. The City will make certain that the Officers shall not interfere with any programs scheduled by the school system, i.e. athletic programs, gym classes, assemblies, etc.
4. The City will allow no fewer than two Officers to use the facility at any one time.
5. The City agrees that it will limit access to the facility to Officers only.
6. The Board will not interfere with the Officers usage of showers and restrooms immediately adjacent to the facility and the City will make certain that said Officers will use only those showers and restrooms.
7. The City will maintain all equipment in as good a condition as they first found it and will repair any equipment damaged through misuse by its employees.
8. The Board will not be responsible or liable for any injuries incurred during the course of the use of the exercise facility by Officers.
9. The City hereby releases the Board for all liability arising out of the operation of this program, and

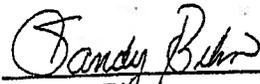
10. This contract shall be in full force and effect for one year from date of its execution, and it shall be renewable on a yearly basis. The City shall annually review participation of said members and take the results of such review into consideration in regard to renewal of said Contract.

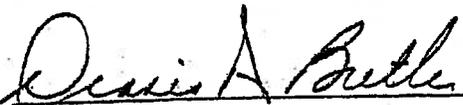
City of Oregon
by:

Oregon Board of Education
by:


James A. Haley
Mayor

Michael Tate
President


Sandy Binn
Finance Director


Dennis Butler
Treasurer

9/9/97
Date

9/10/97
Date

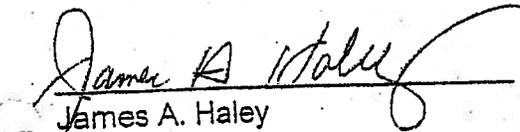
APPENDIX C
SIXTH AND SEVENTH DAY LETTER OF UNDERSTANDING

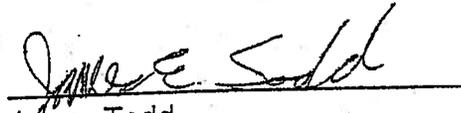
LETTER OF UNDERSTANDING

It is mutually agreed by both parties that in consideration of adopting the language change in Article 24, Section 11 (6th and 7th days) each member of the Bargaining Unit will receive eight (8) hours of extra pay, at the straight time rate, in the first (1st) paycheck in the month of December each year of this agreement.

For the City of Oregon:

For the F.O.P./OLC


James A. Haley
Mayor


James Todd
President


Witness

9/9/97
Date

APPENDIX D
SHIFT DIFFERENTIAL WAIVER FORM

F.O.P. SHIFT DIFFERENTIAL WAIVER FORM

In that it is possible to be very flexible with the regular hours worked by the F.O.P. officers who are entitled to receive a blended shift differential rate of either \$.28 per hour or \$.32 per hour and it may be in the best interest of all parties concerned, the City Administration, the Union and the individual officer, to waive said shift differential premium pay in consideration for allowing the employee to work a higher percentage of first shifts as an Auxiliary or Swing Shift Sergeant.

Therefore, it is agreed that if the City Administration (Director of Public Safety), the Union President of the F.O.P. and the individual officer wishing to waive their blended shift differential pay all sign this form, the shift differential to which the Swing Shift Sergeant or Auxiliary Sergeant would normally be entitled to is completely waived and the officer will be treated like all other regularly scheduled first shift officers relative to receiving shift differential pay.

For the City of Oregon;

Employee:

For the F.O.P. Union:

Ralph A. Lange
Public Safety Director

Officer

Sgt. James Todd
F.O.P. President

Witness

Witness

Witness

Date

Date

Date

APPENDIX E
AP 25 TERMINATION PAY POLICY AND FORM

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.

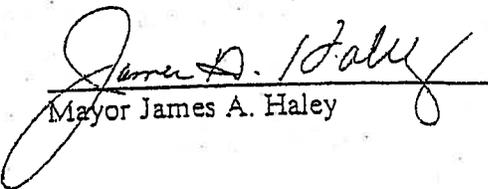
Ordinance No. 199-1991, passed on December 16, 1991, states the maximum or payoff of accrued but unused sick leave at retirement for regular non-bargaining employees which are subject to this ordinance shall be 1/2 of their accrued but unused sick leave at retirement with no limitation of days so accumulated.

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 GREGG
 TERMINATION PAY

DATE PREPARED
 DATE OF TERMINATION
 DATE OF APPOINTMENT

NAME

POSITION AND STEP

PREPARED BY CHERI KNEISLEY/DIANE MYERS

APPROVED BY _____

APPROVED BY _____

A. BASE RATE EARNING SINCE LAST DECEMBER
 FROM DECEMBER 00, 1997 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)			\$0.00
H. SICK LEAVE TERMINATION-PAY EARNINGS			<u>\$0.00</u>
I. TOTAL GROSS TERMINATION PAY			\$0.00
J. CONTRIBUTION TO PENSION SYSTEMS:			\$0.00
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			\$0.00

APPENDIX F
COLLEGE COURSE WORK FORM

FORM DPS 96

WRITTEN APPROVAL FORM
FOR COLLEGE COURSE WORK

DATE: _____

Name: _____
 Last First Initial Title

_____ Department of the City of Oregon

I am respectfully requesting approval of the following college course work according to AP #24:

Course Name	Hours	Quarter or Semester	Year	School Name
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

An estimate of the cost for the requested course work is \$ _____.

State the reason for taking this course work or how it relates to your current job or advancement to another position within the city:

All information submitted must agree to the terms and conditions in the various union contracts and non-bargaining ordinance. Further, I certify that I have not received any previous reimbursement or gratuity for the course that appears on this application.

Applicant's Signature Date

APPROVED:

Department Head Date

City Administrator Date

Division Head Date

Mayor Date

APPENDIX G

ITEMS FOR UNIFORMED OFFICERS

Item

Long Sleeve Shirts

Sentry Trouser with Lintrak

Reversible Raincoat

Metal Nameplate

1 ¾" 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/work boots:

- 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 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.

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

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

CITY OF OREGON,
EMPLOYER.

}
} Case No(s): 11-MED-04-0564
} (Sergeants and above)
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Michael J. Beazley
MBeazley@ci.oregon.oh.us