

AN AGREEMENT

between

THE VILLAGE OF OAKWOOD

and

**THE FRATERNAL ORDER OF POLICE,
LODGE #67
OAKWOOD VILLAGE DIVISION**

This Agreement covers the time period from January 1, 2018
through December 31, 2020

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Village of Oakwood, hereinafter referred to as the “Employer” and the Fraternal Order of Police, Lodge #67, Oakwood Village Division, hereinafter referred to as the “FOP.”

ARTICLE 2

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted, efficient operations of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms, and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of The Village of Oakwood; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire; discharge; transfer; suspend; discharge; and discipline employees for just cause; 2) determine the number of persons required to be employed; laid off; or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the FOP agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridge, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4

RECOGNITION

4.01 The Employer hereby recognizes the FOP as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the Village of Oakwood Charter, for the following bargaining units:

Unit 1: All full-time employees employed by the Village of Oakwood Police Department occupying the position of Patrol Officer.

Unit 2: All full-time employees employed by the Village of Oakwood Police Department occupying the position of Sergeant.

Unit 3: All part-time employees employed by the Village of Oakwood Police Department occupying the position of Patrol Officer.

All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law or Charter amendment.

ARTICLE 5

DUES DEDUCTIONS

5.01 During the term of this Agreement, the Employer shall deduct regular monthly FOP dues, fees, and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the FOP with an alphabetical list of those employees for whom dues deductions have been made.

5.03 A check in the amount of the total dues, fees, and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer, FOP Lodge #67, Oakwood Village Division within thirty (30) days from the date of making said deductions.

5.04 The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6

NO STRIKE/NO LOCKOUT

6.01 The FOP does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the FOP shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violations of this Article. If any violation of this Article occurs, the FOP shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the FOP and order all employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

6.04 The Employer agrees that it will not lock out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the FOP shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

7.02 The Employer and FOP expressly agree that membership in the FOP is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE 8 GENDER AND PLURAL

8.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 9 CONFORMITY TO LAW

9.01 This Agreement shall be subject and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

9.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but

controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

9.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 10

PROBATIONARY PERIOD

10.01 The probationary period for all newly hired employees shall be eighteen (18) months after completion of field training. Newly hired employees shall have no seniority during probationary period. Upon successful completion of the eighteen (18) months probationary period, the employees' seniority date will be the original date of hire. The probationary period can be extended at the sole discretion of the Chief of Police.

10.02 The promotional probationary period shall be one (1) year. A part-time employee that becomes a full-time employee is considered to be a newly hired employee.

10.03 The Employer has the sole discretion to discipline or discharge newly hired probationary employees, and the newly hired employee may not exercise rights provided in Article 35, 36, or 37.

10.04 The Employer shall have the sole discretion to return promotional probationary employees to their previous rank during the promotional probationary period, and the newly promoted employee may not exercise the rights provided in Articles 35, 36, or 37.

ARTICLE 11

PERSONNEL FILES AND POLICY

11.01 Understanding that in administration of the Police Department the employer maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. In addition, a department member may inspect his or her file upon twenty-four (24) hours notice once in direct response to a pending grievance or official matter.

11.02 Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

11.03 When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable effort consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken

or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

11.04 Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service except as provided by law.

ARTICLE 12

BULLETIN BOARD SPACE

12.01 The Employer agrees to provide space for the FOP to post a bulletin board in the Police Department for use by the FOP.

12.02 All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a FOP official.

12.03 Only FOP notices relating to the following matters may be posted on the bulletin board,

- a) FOP recreational and social affairs;
- b) Notice of FOP meetings;
- c) FOP appointments;
- d) Notice of FOP elections;
- e) Results of FOP elections;
- f) Reports of non-political standing and independent non-political standing committees and independent non-political arms of the FOP; and
- g) Non-political publications, rulings or policies of the FOP.

12.04 Upon the request of the Employer's designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 13

FOP BUSINESS

13.01 The Employer agrees to admit non-employee FOP staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon approval, the FOP staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

13.02 The FOP shall provide to the Employer an official roster of the Oakwood Village Bargaining Representatives, which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. Immediate supervisor; and
5. FOP office held.

No employees shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written notification of that person's selection.

13.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

ARTICLE 14

LABOR MANAGEMENT COMMITTEE

14.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Employer's designees shall meet with not more than three (3) representatives of the FOP to discuss issues of mutual labor management interest. The FOP may substitute an alternate at any committee meeting.

14.02 The party requesting the meeting shall furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the FOP shall include the names of the bargaining unit representatives who will be attending and the matters to be discussed at the meeting. The purposes of such meetings shall be to:

- a) Discuss matters of mutual concern;
- b) Notify the FOP of changes made by the Police Chief which affect the bargaining unit;
- c) Disseminate general information of interest to parties; and
- d) Discuss ways to increase productivity and improvement of efficiency.

14.03 It is further agreed that should special labor management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

14.04 The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

14.05 There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

14.06 Matters that are subject to negotiations or the grievance process shall not be discussed without the parties' mutual agreement.

ARTICLE 15 FOP LEAVE

15.01 The Employer agrees to allow paid time to two (2) FOP Representatives to attend FOP matters. Such time off shall not exceed sixteen (16) hours per year. Such time shall be taken at times mutually agreed by the FOP and the Employer.

ARTICLE 16 HOLIDAYS

16.01 Each full-time employee who has at least six (6) months of full-time service with the Employer shall be entitled to eighty (80) hours of compensatory time on January 1st of each year for the following holidays:

- | | |
|------------------------|-----------------------------|
| New Years Day | Good Friday |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Christmas Eve (December 24) |
| Memorial Day | Christmas Day |
| Labor Day | Independence Day |

16.02 The holidays are to be paid at the regular rate for such full-time employees, provided that no full-time employee shall be eligible for holiday pay unless that employee works their regularly scheduled work day immediately preceding the holiday, the holiday itself if scheduled to work, and the regularly scheduled workday immediately following the holiday.

16.03 In addition to the holiday compensatory time of eighty (80) hours listed in Section .01 above, each full-time employee shall be entitled to 48 hours of personal time on January 1st of each contract year which shall be paid at the full-time employee's regular rate, and shall be taken at a time approved by the Chief of Police.

16.04 All regular part-time employees of the Village who work a minimum average of twenty (20) hours per week shall be entitled to fifty-six (56) hours of holiday compensatory time per year plus sixteen (16) hours of personal time. Compensation shall be computed on the average daily hours worked during the preceding twelve-month (12) period by each respective employee. Time off shall be taken only with the permission of the Chief of Police.

16.05 All full-time employees who actually work New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day shall receive compensation for all hours worked at one and one-half (1 ½) times the regular rate of pay.

16.06 All regular part-time employees of the Village who work a minimum average of twenty (20) hours per week who actually work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, shall receive compensation for all hours worked at one and one-half (1 ½) times the regular rate of pay.

ARTICLE 17

VACATIONS

17.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Allowance</u>
Less than one (1) year	None
One (1) year through five (5) years	2 weeks
Six (6) years through ten (10) years	3 weeks
Eleven (11) years through fifteen (15) years	4 weeks
Sixteen (16) years through twenty (20) years	5 weeks
After twenty-one (21) years	6 weeks

17.02 It is agreed that all vacation time will accrue on January 1st of each year. Newly hired full-time employees, and those with less than one year, who begin work in January, February, or March will have a vacation accrual date of January 1 of the year in which they were hired. They will be entitled to take 2 weeks' vacation on the January 1st following the date of hire. Those hired after May 1 will be entitled to 2 weeks of vacation on the one year anniversary of their date of hire to be taken prior to the following January 1st, at which time they will be considered to have 2 years seniority for vacation purposes only. All current full-time employees whose hire date falls between January 1 and June 30 will have a vacation accrual date of January 1st of the year in which they were hired. All current full-time employees whose hire date falls between July 1st and December 31st will have an assigned vacation accrual date of the January 1st following their actual date of hire, but will be entitled to an extra days' vacation in calendar year 2018.

17.02 ~~The anniversary date of hire of each full-time police officer shall be the basis for computing vacation time.~~ All vacation time earned shall be used prior to such employee's next following anniversary date, and such vacation time shall not be cumulative nor shall compensation be paid in lieu thereof. In exceptional circumstances, an employee may carry forward a vacation allowance not to exceed one (1) week of vacation benefit into his or her next benefit year or may be paid in lieu of vacation benefit in an amount not to exceed one (1) week of vacation benefit. In either event, an employee must secure the written permission of his Department Head and the Mayor to avail himself of this provision.

17.03 All vacation days must be scheduled and approved by the responsible Department Head in advance.

17.04 The compensation to be paid for such vacation benefit shall be the hourly rate in effect on the date of such vacation, and shall be computed on the weekly average of hours worked, exclusive of time over forty (40) hours per week, during the calendar year in which such vacation shall have been earned.

17.05 Part-time Patrol Officers who average more than twenty (20) hours per week in the preceding calendar year are entitled to cash payment in lieu of vacation. Each qualifying part-time patrol officer will be paid an amount equal to the average number of hours worked per period in the preceding year. Payment is limited to one (1) pay period (two weeks) per officer regardless of seniority.

17.06 Part-time employees who are eligible for vacation may take their allotted time off in lieu of pay at a time approved by the Chief of Police. The Chief must be notified of the election to take time off in December of the preceding year.

17.07 Full-time employees hired after January 1, 2003, will not be given vacation credit for part-time service or for any service credits under O.R.C. §9.44. However, any part-time officer who accepts a full-time position may roll over any vacation accrued under part-time status to his full-time position. The amount of time rolled over must be taken within the first year of full-time employment with approval of the Chief of Police.

Remove

ARTICLE 18

SICK LEAVE

18.01 Sick leave shall be defined as an absence with pay necessitated by: illness or injury to a full-time employee or exposure by the full-time employee to a contagious disease communicable to other employees.

18.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours actually worked and may accumulate such sick leave to a maximum accumulation of nine hundred sixty (960) hours. No accumulation of sick leave shall occur during the time period an employee is absent from work for any reason other than vacation leave.

18.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least four (4) hours before the start of his work shift each day he is to be absent.

18.04 Sick leave may be used in segments of not less than one (1) hour.

18.05 Before an absence may be charged against accumulated sick leave, the Mayor or the Department Head may require proof of illness or injury, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. An

employee absent for more than three (3) days must supply a physician's report to be eligible for paid sick leave.

18.06 If an employee fails to submit adequate proof of illness or injury, or if proof is submitted and the Mayor or the Department Head finds the evidence of illness, injury or death is insufficient, the Mayor or the Department Head, at the discretion of either, may deny payment of sick leave.

18.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

18.08 The Mayor or the Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

18.09 Upon the death or retirement of a full-time employee who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, providing that such resulting number of hours to be paid shall not exceed three hundred twenty (320) hours.

18.10 Employees who have accumulated more than nine hundred sixty (960) hours of sick time may, in December of each calendar year, convert accumulated sick time to cash and be paid one (1) hour of cash for each three (3) hours of sick leave converted in accordance with the following provisions:

- At no time is an employee permitted to reduce accumulated, unused sick leave to less than nine hundred sixty (960) hours.
- An employee cannot convert more than three hundred (300) hours of sick leave to cash in any calendar year.

ARTICLE 19

FUNERAL LEAVE

19.01 All full-time employees shall be entitled to funeral leave, not deducted from sick leave, of three (3) days, for each death in the employee's immediate family.

19.02 "Immediate family" shall be defined to only include the employee's spouse, children, parents, grandparents, spouse's parents, brother or sister. An employee may utilize up to a maximum of three (3) scheduled work days for each death in the immediate family.

19.03 If the funeral of said immediate family is more than three hundred miles from the Village of Oakwood, then each full-time employee may request one (1) additional paid day of funeral leave, not to be deducted from sick leave.

ARTICLE 20

INJURY LEAVE

20.01 When a full-time employee is injured in the line of duty, as determined by the Employer while actually working for the Employer, he shall be eligible for paid leave until the employee starts receiving temporary total disability benefits but in no event shall the injury leave benefits exceed sixty (60) calendar days from the injury date, providing that he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the employee utilizes his sick leave for the first five (5) work days. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employer.

20.02 If the Bureau of Workers' Compensation or the Industrial Commission should determine that the injury is not compensable or work related, the employee shall reimburse the Employer for any benefits paid under this Article via sick leave deduction, vacation leave deduction or wage deductions.

20.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employee is entitled to Workers' Compensation benefits.

ARTICLE 21

JURY SERVICE

21.01 Full-time employees summoned for Jury service shall be fully paid at their regular rates of compensation when required to serve as Jurors. All fees paid to such full-time employees for jury service shall be remitted to the Director of Finance. At no time shall overtime be paid as a result of jury service.

ARTICLE 22

MILITARY SERVICE

22.01 Full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United States are entitled to an unpaid leave of absence from their respective duties for such time as they are ordered by the military to report for military service or field training or active duty for periods not to exceed thirty (30) days in one (1) calendar year. Affected employees will provide a copy of such orders to the Employer as early as reasonably possible so that all necessary arrangements can be made.

ARTICLE 23

HOURS OF WORK

23.01 The basic work schedule for full-time members of the bargaining unit shall consist of one hundred sixty (160) hours in each twenty-eight (28) day work period, as determined by the Employer.

23.02 The Employer retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime work must be authorized by the Mayor or his authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work. If the Employer offers overtime to full-time members of the Department it will be done on an equitable basis as is practicable.

ARTICLE 24

OVERTIME AND COURT TIME

24.01 All employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate for actual work performed in excess of eighty (80) hours in a two (2) week period when approved by the Chief. Employees may elect to receive compensatory time in lieu of overtime pay, at the rate of one and one-half (1½) hours for each clock hour of work, or a combination thereof and may take time off upon request with the approval of the Chief. Compensatory time may be accumulated up to a maximum of one hundred eighty (180) hours. Holiday time, vacation, and compensatory time shall be counted as time worked for overtime calculation purposes.

24.02 At any time during the year any Union member may convert up to one-half (1/2) of accumulated compensatory time to cash. The member must give thirty (30) days notice to the Chief of Police of his desire to convert compensatory time to cash.

24.03 Whenever approved by the Chief, full-time employees called in to work or attending a required school or training session, or appearing in court on behalf of the employer, for a time period of less than three (3) hours, when the employee is not on duty, shall be compensated not less than three (3) hours at the applicable rate of pay less any other compensation received for such appearance.

24.04 All police officers who work the 4:00 p.m. to 4:00 a.m. shift and are required to appear in court on behalf of the Village of Oakwood on the morning following their 4:00 a.m. release from duty shall be paid a minimum of four (4) hours at the applicable rate of pay less any other compensation received for such appearance.

ARTICLE 25

UNIFORM ALLOWANCE

25.01 All newly hired probationary full-time employees shall receive a uniform allowance in the amount of twelve hundred (\$1,200.00) dollars within thirty (30) days of his date of

appointment, providing such uniforms remain the Employer's property and are returned to the Employer if the employee fails to complete his first two (2) years of service.

25.02 The allowance for each non-probationary full-time employee who has two (2) years of full-time service shall increase one hundred (\$100.00) dollars per year for each year of the Agreement. The amount paid to non-probationary, full-time employees will be as follows:

2018	-----	\$1,000.00
2019	-----	\$1,100.00
2020	-----	\$1,200.00

25.03 Effective upon execution of this Agreement, each part-time employee who works an average of more than twenty (20) hours per week shall receive an increase in annual uniform allowance in the amount of one hundred (100.00) dollars per year, as follows:

2018	-----	\$800.00
2019	-----	\$900.00
2020	-----	\$1,000.00

Those part-time employees who work less than twenty (20) hours per week will be paid according to the following schedule:

2018	-----	\$500.00
2019	-----	\$550.00
2020	-----	\$600.00

25.04 The Employer will pay the maximum amount of uniform allowance by reimbursing the employee for uniform purchases. The employee will present receipts for purchased items to the Chief of Police with a brief explanation. If the Chief determines the purchase was for a legitimate item required by department policy, the receipt will be delivered to the Finance Department for immediate payment to the employee. Employees are responsible for all purchases over the assigned maximum amount. Failure to pay the vendor for purchases over the maximum amount may result in discipline.

25.05 Employees who retire or resign are required to return to the Department all uniform equipment purchased and paid for by the Village.

25.06 The Employer shall continue up to nine hundred (\$900.00) dollars every five (5) years towards the cost of individual bullet proof vests providing that such individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting therefrom.

25.07 Employees, at their option, may choose to be reimbursed for up to one-half (1/2) of the amount their annual uniform allowance for membership to a fitness center or a health club of their choosing. Any employee choosing this option must submit paid invoices to the Chief of Police on a semi-annual basis for reimbursement. If the Chief determines the purchase is legitimate, he will instruct the Finance Department to make immediate payment. The amount paid under this section will be deducted from the employee's uniform allowance.

ARTICLE 26

WAGES

26.01 Effective January 1, 2018,
all employees shall receive wages according to the following schedule:

<u>Full-Time</u>	<u>Hourly</u>
Sergeant (Start)	\$33.00
Sergeant (after 24 months)	\$33.81
Patrol Officer (Start)	\$24.11
Patrol Officer (after 12 months)	\$28.64
Patrol Officer (after 24 months)	\$30.00
 <u>Part-Time</u>	 <u>Hourly</u>
Patrol Officer (Start)	\$18.07
Patrol Officer (after 12 months)	\$22.76
Patrol Officer (after 24 months)	\$24.11

26.02 Effective January 1, 2019, all employees shall receive wages according to the following schedule:

<u>Full-Time</u>	<u>Hourly</u>
Sergeant (Start)	\$33.66
Sergeant (after 24 months)	\$34.49
Patrol Officer (Start)	\$24.59
Patrol Officer (after 12 months)	\$29.21
Patrol Officer (after 24 months)	\$30.60
 <u>Part-Time</u>	 <u>Hourly</u>
Patrol Officer (Start)	\$18.43
Patrol Officer (after 12 months)	\$23.22
Patrol Officer (after 24 months)	\$24.59

26.03 Effective January 1, 2020, all employees will receive a wage increase according to the following schedule:

Full-Time

Sergeant (start)	\$34.33
Sergeant (after 24 months)	\$35.18
Patrol Officer (start)	\$25.08
Patrol Officer (after 12 months)	\$29.79
Patrol Officer (after 24 months)	\$31.21

Part-Time

Patrol Officer (start)	\$18.80
Patrol Officer (after 12 months)	\$23.68
Patrol Officer (after 24 months)	\$25.08

26.04 Any member appointed to the Detective Bureau will be paid a detective premium of one hundred (\$100.00) dollars per month.

26.05 The employer shall have the discretion to start any full-time or part-time Patrol Officer hired after the execution of this Agreement at the next step above starting pay if the new employee has previous law enforcement experience satisfactory to the employer. However, no employee is eligible for top pay until completion of his probationary period.

26.06 The Employer shall continue with the current method of "salary reduction for pension contribution" (i.e., tax deferred).

26.07 Patrol Officers assigned to serve as the Officer In Charge shall receive the starting Sergeant's rate of pay while working as Officer in Charge. Part-time Patrol Officers assigned to serve as the Officer In Charge shall receive their regular rate of pay plus the difference between the regular rate of pay of a full-time Patrol Officer and that of a starting Sergeant.

26.08 Any police officer may serve as a field training officer if they have successfully completed a course of instruction as approved by the Chief of Police. All officers serving as field training officers will be paid an additional one (\$1.00) dollar per hour for time worked as a field training officer.

26.09 All compensation shall be by direct deposit. However, should an employee be disadvantaged by direct deposit, the safety director shall provide an exemption from direct deposit. The Employer shall reimburse an employee for all bank fees charged as a result of an error by direct deposit. The Employer further agrees to correct any compensation errors within the next business day after discovery.

ARTICLE 27

LONGEVITY

27.01 All full-time employees hired after July 1, 1997 shall receive annual longevity payments after completion of the required length of continuous full-time service, pursuant to the following schedule:

After completion of

5 years of continuous service	\$ 350.00
10 years of continuous service	\$1,000.00
15 years of continuous service	\$1,675.00
20 years of continuous service	\$2,350.00

27.02 All full-time employees hired before July 1, 1997 as a full-time bargaining unit employee shall receive annual longevity payments after completion of the required length of continuous full-time service pursuant to the following schedule:

After completion of

5 years of continuous service	1% of base wages
10 years of continuous service	3% of base wages
15 years of continuous service	5% of base wages
20 years of continuous service	7% of base wages

27.03 Longevity payments pursuant to Sections .01 and .02 shall be divided by the number of pay periods in the then-current calendar year and included in the employee's regular payroll check.

ARTICLE 28

INSURANCE

28.01 The Employer shall continue to pay the necessary premiums for full-time employee health insurance as selected by the Employer. The Employer has the right to change insurance carriers or coverage so long as the employees retain comparable or better coverage.

28.02 The Employer shall pay necessary premiums for the current type of life insurance for full-time employees with a benefit amount of twenty thousand (\$20,000.00) dollars.

28.03 The parties agree to reopen negotiations solely for the purpose of dealing with the issue of whether there should be another health care plan provided to bargaining unit members any time after January 1, 2008.

ARTICLE 29

LAY OFF AND RECALL

29.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.

29.02 Part-time employees within the affected job classification will be laid off in seniority order with the least senior laid off first. Full-time employees within the affected job classification shall be laid off according to their departmental seniority with the least senior being laid off first after all part-time employees are laid off.

29.03 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall or does not report to work within

three (3) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

ARTICLE 30

PHYSICAL EXAMINATIONS

30.01 The Employer reserves the right to require all employees of the Police Department to submit to a complete physical/psychological examination and a complete stress test based upon a schedule as determined by the Employer. All employees shall submit to the exams no more than once a year. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his job to the Chief of Police.

30.02 If an employee is found to be unable to perform his duty, the employee may elect to receive a second opinion from a physician of his choice, at his own expense. In the event the physician selected by the employee concludes the employee is able to perform his duties, the Employer and the employee shall agree on a third physician, whose opinion shall control. If the parties are unable to agree on a third physician, then the Employer's physician's opinion shall control. The cost of the third examination shall be paid equally by the Employer and the FOP.

ARTICLE 31

DRUG AND ALCOHOL TESTING

31.01 Drug/alcohol screening/testing shall be conducted at times of pre-employment, at random, annual physical, and upon reasonable suspicion. Reasonable suspicion shall include, but not limited to, observations by a supervisor, involvement in a work related accident, use of physical force by an employee or involvement in a shooting incident. Drug/alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

31.02 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

31.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirming test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirming test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests.

31.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon

the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, and vacation leave, for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such employee may be subject to periodic re-testing at the discretion of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

31.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirming tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

31.06 No drug/alcohol testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

31.07 The employee and the FOP shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 32 PROFICIENCY ALLOWANCE

32.01 Effective January 1, 2012, each non-probationary full-time police officer, and each non-probationary part-time police officer who worked an average of twenty (20) hours or more per week in the preceding calendar year, will be paid seven hundred fifty (\$750.00) dollars per year, as part of the base wage provided the officer: holds all required certifications for operation of the as set forth in R.C. §3701.143; is certified by the Ohio Peace Officer Training Commission to carry firearms as required by R.C. 109.801; demonstrates proficiency with all other department weaponry as determined by the Chief of Police; maintains any license or certification from the State of Ohio necessary to operate the LEADS system; and, meets all requirements outlined in R.C. Section 109.803.

32.02 In December of each contract year, a qualifying police officer will present the Chief of Police with satisfactory proof of completion of all required classes and programs, and proof of all required certifications. Upon receipt, the Chief of Police will notify the Finance Department that

the member is qualified for the allowance set forth in Section 32.01 or 32.02. Payment will be made in the first pay period of December.

ARTICLE 33

HEADINGS

33.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 34

LEGISLATIVE APPROVAL

34.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 35

GRIEVANCE PROCEDURE

35.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

35.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

35.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the

grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

d) The preparation and processing of grievances shall be conducted during non-working hours.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance as adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The grievant may have a FOP representative represent him at any step of the Grievance Procedure after Step 1.

g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions, except as provided in the Disciplinary Procedure.

i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

35.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify the Chief of Police within ten (10) days after the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days after the date of the notice by the employee. The Chief and the employee, along with the employee's steward, if requested, will discuss the issues in dispute with the objective of resolving the matter informally.

If the grievance cannot be resolved informally, a written grievance may be filed with the Chief of Police within ten (10) days from the date of the informal meeting. The Chief of Police shall convene a meeting within ten (10) days after the receipt of the grievance. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief of Police shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within ten (10) days from the date of the hearing.

Step 2:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal may be filed with the Mayor within ten (10) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Mayor shall convene a meeting within ten (10) days following the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Mayor shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within ten (10) days from the date of the hearing. If the FOP is dissatisfied with the Mayor's decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 36

ARBITRATION PROCEDURE

36.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the FOP may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such

agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

36.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

36.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by the mutual written agreement of the parties.

36.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

36.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

36.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

36.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dennis Minni; 2) Anna Smith; 3) Jonathan Klein; 4) Patricia Bittel; and 5) James Mancini.

36.08 The FOP agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the FOP failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 37

DISCIPLINARY ACTION

37.01 No bargaining unit member shall be reduced in pay or position suspended, removed or reprimanded except for just cause. The principles or progressive disciplinary action will be followed with respect to minor offenses. Serious infractions may result in immediate termination. The progression, where appropriate, may include an oral reprimand, a written reprimand, suspension, and termination.

37.02 Whenever a third person accuses a member of activity that could be considered a violation of the policies and the rules of the Oakwood Village Police Department and the Department begins an investigation of the accusations, the member shall be notified that he or she is the object of the investigation and has the right to representation at any investigatory interviews at which the member is required to appear.

37.03 Whenever the Employer and/or designee determine that a Union member will be discipline (i.e., reprimanded, suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the Union member the opportunity to offer an explanation to the alleged misconduct. The pre-disciplinary conference procedures shall be as follows:

A. The member shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the hearing.

B. The hearing shall be conducted by the Chief of Police.

C. The affected member(s) may have a representative from the Union present at any such pre-disciplinary hearing conference, the cost of which shall be borne by the member.

D. Pre-disciplinary conferences shall be held during the members scheduled duty time, whenever possible. Said member shall remain in paid status for the duration of the conference.

E. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence. The Chief of Police will determine the appropriate discipline and inform the member in writing.

37.04 Prior to the scheduled time of the pre-disciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form (Appendix B).

37.05 If the Union member believes that an error has been made, either in the decision of the Chief of Police on the merits, or the discipline imposed, the member may appeal the Chief's decision to the Mayor at Step 2 of the Grievance Procedure or with the agreement of the Employer proceed directly to arbitration under the Provisions of Article 36.

37.06 The affected member will be notified of any changes or decisions reached prior to any public statement by the Employer.

37.07 The F.O.P. on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (i.e., suspension, demotion or discharge) except as permitted in Article 36.

ARTICLE 38

OBLIGATION TO NEGOTIATE

38.01 The Employer and the FOP acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

38.02 Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

38.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 39 TOTAL AGREEMENT

39.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 40 DURATION

40.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2018 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2020.

ARTICLE 41 EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of January, 2018.

FOR THE FOP #67:
Fraternal Order of Police
Lodge #67

FOR THE EMPLOYER:
Village of Oakwood, Ohio

By Gary V. Gottschalk, Mayor

Approved as to Form
Robert M. Phillips

MEMORANDUM OF UNDERSTANDING

The parties agree that the intent of Article 18, Section 18.06 of the contract expiring December 31, 2006 was to provide part-time employees averaging more than twenty (20) hours per week with an annual payment equal to two (2) weeks pay at the average number of hours worked per week in the preceding year in lieu of vacation. The F.O.P. agrees that the actual intent of the parties in the preceding CBA is accurately reflected in this agreement at Article 17, Section 17.06.

The parties recognize that Article 23, Hours of Work, sets forth a twenty-eight (28) day work cycle consisting of one hundred sixty (160) hours of work. Currently, the hours are scheduled based on twelve (12) hour days with some days at eight (8) hours to meet the one hundred sixty (160) hour threshold. The Village agrees to continue that schedule through December 31, 2009. However, the Village may return to an eight (8) hour per day schedule if it is determined to be in the best interest of the Village. The Union must be given prior notice of its intent and may, within two (2) weeks of receiving the notice, request that Article 23 be reopened and renegotiated pursuant to R.C. 4114.14.

FOR THE VILLAGE OF OAKWOOD:

FOR F.O.P., LODGE 67:

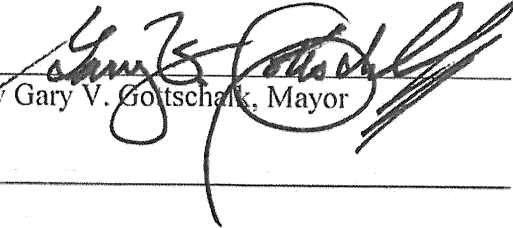
ARTICLE 41

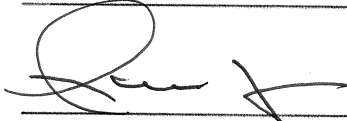
EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20th day of February, 2018.

FOR THE FOP #67:
Fraternal Order of Police
Lodge #67

FOR THE EMPLOYER:
Village of Oakwood, Ohio


By Gary V. Gottschalk, Mayor



Approved as to Form
Robert M. Phillips
