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STATE EMPLOYMENT RELATIONS BOARD  
CASE NO. 97-MED-03-0347

CITY OF OREGON, OHIO	:	
	:	
The Employer	:	
	:	
-and-	:	<u>CONCILIATION AWARD</u>
	:	
OREGON POLICE PATROLMEN'S ASSOCIATION	:	
	:	
The Union	:	

APPEARANCES

For the Employer:

Paul Goldberg, Law Director  
 James Zsigray, Budget Director  
 Sandy Biln, Finance Director  
 Ralph A. Lange, City Administrator  
 Phil Wrister, Assistant Law Director  
 Tom Gulch, Police Chief

For the Union:

Christine A. Reardon, Attorney  
 Donato Iorio, Attorney  
 Randy L. Jacobs, OPPA President  
 William Daniels, OPPA Treasurer  
 Patrolman Ed DePinet, OPPA Representative

MARVIN J. FELDMAN  
 Attorney/Conciliator  
 1104 The Superior Building  
 815 Superior Avenue, N.E.  
 Cleveland, Ohio 44114  
 216/781-6100

This matter came before this conciliator, having been so appointed by the State Employment Relations Board, the parties having been unable to resolve their impasse prior to hearing. The hearing in this matter was scheduled and conducted on October 7, 1997, at the City Hall of Oregon, Ohio, whereat the parties were present. The parties during the course of their discussions requested the conciliator to mediate the dispute. Such activity did occur to final settlement.

The parties were instructed to write their settlement to the impasse issues presented. They did and that settlement is attached and made part hereof as if fully rewritten herein. The writing was examined by this conciliator and found to be fair, just and reasonable and so adopts that writing as his final order for implementation.



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MARWIN J. FELDMAN, Conciliator

Made and entered  
this 13th day  
of October, 1997.

## AGREEMENT FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 1997 through June 30, 2000

The City of Oregon and the Oregon Police Patrolmen's Association hereby agree that the following shall constitute the successor collective bargaining agreement between the parties, the term of which shall be July 1, 1997, to and through June 30, 2000:

- A. Continuation of Current Language: All provisions of the agreement between the City of Oregon and the Oregon Police Patrolmen's Association dated January 1, 1995, to June 30, 1997, shall remain in full force and effect, and shall continue into the successor agreement as current language, except as specifically altered herein.
- B. Tentative Agreements: The parties will execute all tentative agreements reached to date in the successor agreement.
- C. Issues at Impasse Presented to the Conciliator:
1. Overtime Procedures: (Article 13, Section H) Insert the following language:  

"Police officers or dispatchers may refuse overtime. When it is necessary to require the police officer or dispatcher to work overtime, the police officer or dispatcher with the least seniority within the division shall be scheduled to work. All bargaining unit members ordered in to work overtime, excluding training or court time, will be paid double time."
  2. Detective on Call: (Article 16, Section H) The OPPA's proposal shall not be awarded. Continue current language.
  3. Pension Pickup: (Article 14, Section K) The OPPA's proposal shall not be awarded. Continue current language.
  4. Wages: (Article 16, Section A) Insert the following language:  

"All dispatchers and police officers shall receive a four percent (4%) wage increase effective and retroactive to July 1, 1997, and to be paid on October 31, 1997, and thereafter, and shall receive an additional three and one-half percent (3 1/2%) wage increase on July 1, 1998, and shall receive an additional three percent (3%) wage increase on July 1, 1999, for a total wage increase of ten and one-

half percent (10 1/2%). Said increases shall apply to all wage classifications (Step 1 through Step 7)."

[Retain Appendix A wage charts as modified by above].

5. Stipends and Allowances: (Article 16, Section A) Insert the following language:

"A cash bonus of Three Hundred Dollars (\$300.00) shall be paid to each bargaining unit member on October 31, 1997; further, a cash bonus of Three Hundred Seventy-Five Dollars (\$375.00), for July 1, 1997, shall also be paid on October 31, 1997. Further, a cash bonus of Three Hundred Seventy-Five Dollars (\$375.00) shall be paid on July 1, 1998, and again on July 1, 1999."

6. Bidding for Assignments: (Article 10, Section B) Add a new paragraph within Article 10, at the beginning of Section B, Bidding for Assignment as follows:

**"Section B - Bidding for Assignment**

As a point of clarification, no language included in Article 10, Sections B, C, D, E, F and G shall be construed in such a way as to in any way limit management's right "to determine the size and composition of the work force". Please see Article 12, Section M, Sub-Section 1, d. Management has the right to fill or not to fill, at its sole discretion, all vacancies and/or new assignments created in the Division of Police. This right also extends to vacancies in the rank of Sergeant. If management determines a position is to be filled, it will follow the rules and procedures set forth in Article 10, Sections B, C, D, E, F and G.

As an additional point of clarification regarding Article 10, Section D, sentence number 2, "No employee shall be removed from a bid position without just cause", this sentence is understood to mean the following: Management reserves the right to transfer or assign a bid position employee from any existing or created-in-the-future bid position to another position in the Division of Police as new demands are placed on the Division of Police. Yet, it is also clearly understood by Management that once an employee bids on and is awarded a bid position, no other employee can be assigned to said bid position unless the employee who last held said bid position was removed for "just cause". Also, if a bid position vacated by direction of Management is to be refilled, said bid position shall be offered to the last employee holding it if they are

still employed within the Division of Police and were not removed for just cause."

7. **Payday:** (Article 12, Section A) The current contract language shall continue in effect.
8. **Bonus Days:** (Article 14, Section F) Insert the following language:

"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	4-1/2
12	4-1/2
11	4
10	4
9 or less	0

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

#### Section 2

In lieu of vacation bonus days, an eligible employee may choose instead to be paid his/her regular pay for the amount of vacation bonus days earned. Should the employee choose this option, he/she shall 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."

9. **Vacations:** (Article 15, Section A) Insert the following language:

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

**AMOUNT OF CONTINUANCE SERVICE  
DURING PREVIOUS YEAR THROUGH  
DECEMBER 31**

**VACATION**

Less than 1 full calendar year	.916 days for each full month of service
After 1 full calendar year	2 weeks
After 5 full calendar years	3 weeks
After 10 full calendar years	4 weeks
After 15 full calendar years	5 weeks
<b><u>After 20 full calendar years</u></b>	<b><u>6 weeks</u></b>

10. Leave of Absence Without Pay: (Article 11) The City's proposal shall not be awarded.
  11. Injury Pay: (Article 14) Insert the text attached as Appendix A.
  12. Workers' Compensation Waiver: (New) The City's proposal shall not be awarded, and no waiver shall be required for use of police department exercise facilities.
- D. Health Fund: Article 14, Section J, subsection 4 shall be modified to discontinue the Oregon Police Patrolmen's Association Health Insurance Supplement Account. All proceeds in said fund as of the close of business October 6, 1997, (\$7,161.11) shall remain the property of the OPPA bargaining unit, and shall be distributed in accordance with the following guidelines:
- All members hired 1991 or before shall be reimbursed \$233.52
  - All members hired in 1992 shall be reimbursed \$194.43
  - All members hired in 1993 shall be reimbursed \$155.68
  - All members hired in 1994 shall be reimbursed \$116.76
  - All members hired in 1995 shall be reimbursed \$77.84
  - All members hired in 1996 shall be reimbursed \$38.92

The foregoing amounts are based upon an apportionment of the fund's current

proceeds, utilizing base points, based upon years of contribution. The City shall disburse the fund as specified, to the individual current bargaining unit members, and in compliance with all applicable laws and regulations.

As of November 1, 1997, any premiums above or beyond Four Hundred Twenty-Five Dollars (\$425.00) shall be paid seventy-five percent (75%) by the City of Oregon and twenty-five percent (25%) by the employee for overages between Four Hundred Twenty-Five Dollars (\$425.00) and Four Hundred Sixty Dollars (\$460.00). Premiums above and beyond Four Hundred Sixty Dollars (\$460.00) shall be assumed on a 50/50 basis, with one-half (1/2) of the premium costs above Four Hundred Sixty Dollars (\$460.00) to be paid by the City and one-half (1/2) of the premium costs above Four Hundred Sixty Dollars (\$460.00) to be paid by the employee.

All other provisions of Article 14, Section J, shall remain in full force and effect, except as modified herein.

This agreement is hereby executed this ninth day of October, 1997.

FOR THE OREGON POLICE  
PATROLMEN'S ASSOCIATION:

FOR THE CITY OF OREGON:

*Chris Lee Alford PO Bd*

*Sandy Jarch OPPA 10/10/97*

*William Daniel OPPA*

*Ralph A. Zange 10/10/97*





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.

**PROGRAM PHYSICIAN/FACILITY:**

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

Rowe Chiropractic  
4106 Navarre Avenue  
Oregon, OH 43616

Treatment rendered by any physician at either of the above mentioned facilities shall constitute treatment by a program physician.

# CITY OF OREGON EMPLOYEE INCIDENT REPORT

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

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

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

**WHAT**

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

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

**WHERE**

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

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

**WHEN**

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

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

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

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

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

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

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

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

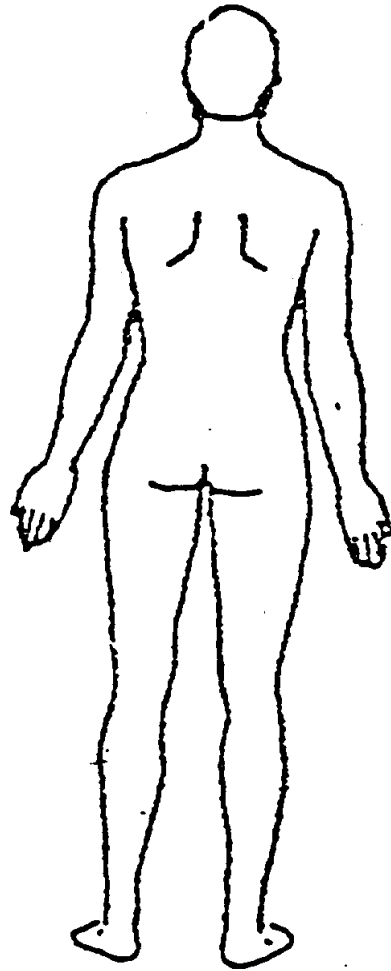
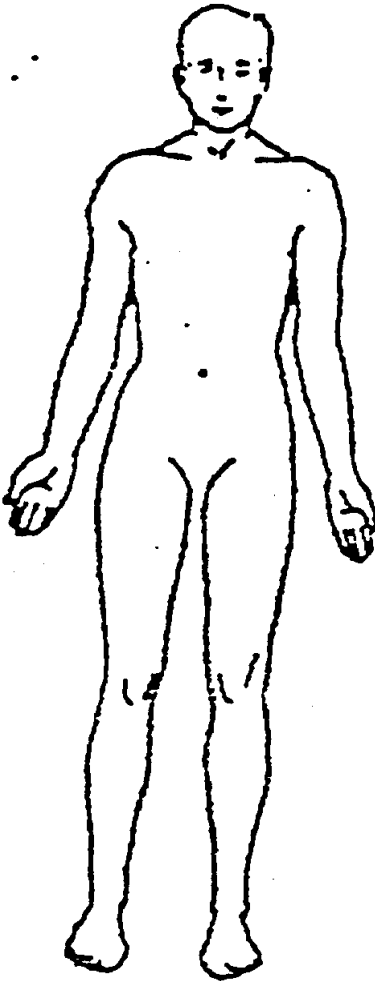
Supervisor's Signature \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

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

# CITY OF OREGON EMPLOYEE INCIDENT REPORT

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

## OBSERVATIONS



Letter Injury Location

A: Abrasion (Scrape)  
B: Burns  
C: Contusion (Bruise)  
CR: Crush

F: Fracture  
F.B.L: Foreign Body in Eye  
G: Gunshot  
L: Laceration

PA: Pain  
P: Puncture  
S: Strain/Sprain

Other Comments and Information:

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