



09-06-12
09-MED-11-1368/1369
0761-02/0761-02
K28628

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF WORTHINGTON



AND

THE

**FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE # 9**



2010-2012

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page</u>
Article 1	Agreement	1
Section 1.1	Agreement.....	1
Section 1.2	Purpose	1
Section 1.3	Scope and Validity.....	1
	A. Scope.....	1
	B. Validity.....	1
	C. No Other Conflicting Agreements	2
Section 1.4	Previous Benefits or Practices	2
Article 2	Recognition.....	3
Section 2.1	Recognition.....	3
Section 2.2	Bargaining Units.....	3
Article 3	Lodge Security	4
Section 3.1	Lodge Member Deductions	4
Section 3.2	Fair Share Fees	4
Section 3.3	Indemnification.....	5
Section 3.4	Bulletin Board.....	5
Section 3.5	Ballot Box.....	5
Section 3.6	Use of Department Mail and E-Mail	5
Article 4	Bargaining Unit and Employee Meetings.....	6
Section 4.1	Bargaining Unit Meetings	6
Section 4.2	Employee Meetings	6
Article 5	Non Discrimination.....	7
Section 5.1	In General	7
Section 5.2	Lodge Membership.....	7
Section 5.3	Fair Representation.....	7
Article 6	Management Rights.....	8
Section 6.1	Management Rights	8
Section 6.2	Limitations.....	8
Article 7	Grievance Procedure.....	10
Section 7.1	Grievance Defined.....	10
Section 7.2	Qualifications.....	10

Section 7.3	Jurisdiction.....	10
Section 7.4	Grievance Procedure.....	11
	A. Preliminary Step	11
	B. Step One - Immediate Supervisor	11
	C. Step Two - Chief or Designee.....	12
	D. Step Three - City Manager	12
Section 7.5	Submission to Arbitration.....	13
Section 7.6	Discretionary Matters Not Subject to Arbitration	13
Section 7.7	Arbitration.....	13
Section 7.8	Special Provision for Disciplinary Grievances.....	15
Section 7.9	Calendar Days.....	15
Section 7.10	Time Limits	15
Section 7.11	Nondiscrimination	15
Article 8	Lodge Representation.....	16
Section 8.1	Lodge Grievance Representative.....	16
Section 8.2	Lodge Business.....	16
Section 8.3	Lodge Official.....	16
Section 8.4	Labor Relations Meetings.....	17
Article 9	Delegates	18
Section 9.1	Delegates.....	18
Article 10	Political Activity.....	19
Section 10.1	Political Activity Permitted	19
Article 11	Temporary Assignment Vacancy Patrol Shift Assignment	20
Section 11.1	Temporary Assignment	20
Section 11.2	Vacancy in Patrol or Non-Patrol Assignment	20
Section 11.3	Patrol Shift Vacancy	20
Section 11.4	Annual Patrol Shift Assignment	21
Article 12	Substance Abuse and Testing	23
Section 12.1	Purpose	23
Section 12.2	Responsibility	23
Section 12.3	Definitions	23
Section 12.4	Prohibited Conduct	24
Section 12.5	Reasonable Suspicion for Testing	24
Section 12.6	Testing Procedures.....	25
Section 12.7	Urine Samples.....	25
Section 12.8	Testing Methodology.....	26
Section 12.9	Test Results.....	26
Section 12.10	Discipline or Other Disposition	26

Article 13	Use of Tobacco Products	28
Section 13.1	Purpose	28
Section 13.2	No Tobacco Use Areas	28
Section 13.3	No Tobacco Use On Duty.....	28
Article 14	Member Assistance Program	29
Section 14.1	Purpose	29
Section 14.2	Policy	29
Section 14.3	Referral Procedure	30
Article 15	Investigative Procedures	31
Section 15.1	Intent	31
Section 15.2	Supervisory Initiated Discipline	31
Section 15.3	Criminal Investigation	31
Section 15.4	Citizen Complaints to a City Official	32
Section 15.5	Citizen Complaint.....	32
Section 15.6	Interview Procedures	33
Section 15.7	Anonymous Complaints	35
Section 15.8	Grievance Procedures	35
Article 16	Discipline	36
Section 16.1	Discipline for Cause	36
Section 16.2	Progressive Discipline	37
Section 16.3	Responsibility for Discipline	37
Section 16.4	Copy of Discipline Record	38
Section 16.5	Disciplinary Hearing.....	38
Article 17	Personnel Records	40
Section 17.1	Personnel File	40
Section 17.2	Retention of Records	41
Section 17.3	Inaccurate Documents	41
Section 17.4	Placement or Material in Personnel File.....	42
Article 18	Safe Equipment.....	43
Section 18.1	Safe Equipment.....	43
Article 19	Work Rules.....	44
Section 19.1	Work Rules	44
Article 20	Negotiations and Dispute Resolution	45
Section 20.1	Negotiation Committees	45
Section 20.2	Obligation to Bargain	45
Section 20.3	Information	45

Section 20.4	Private Meetings	45
Section 20.5	Spokesperson	46
Section 20.6	Minutes	46
Section 20.7	Initial Meeting	46
Section 20.8	Caucus and Adjournment	46
Section 20.9	Confidentiality	46
Section 20.10	Agreement Approval	46
	A. Bargaining Unit Approval	46
	B. City Approval.....	46
Section 20.11	Reopening Negotiations.....	47
Section 20.12	Dispute Resolution.....	47
	A. Mediation	47
	B. Arbitration	47
	C. Citizen's Conciliation Council	47
	D. Arbitration Guidelines	48
	E. Effective Date.....	49
	F. Agreement Continues	49
	G. State Law	49
	H. Costs.....	50
Article 21	Police Officer Special Duty	51
Section 21.1	Special Duty.....	51
Section 21.2	Restrictions on Special Duty	51
Section 21.3	No Overtime	51
Section 21.4	Worker's Compensation.....	51
Section 21.5	Injury Leave	51
Section 21.6	Professional Liability Insurance	52
Section 21.7	Use of City Property	52
Section 21.8	Discipline	52
Article 22	Wages.	53
Section 22.1	Wage Rates	53
Section 22.2	Pay Plan Administration	54
	A. Police Officers	54
	B. Sergeants and Lieutenants.....	55
	C. Continuous Service	55
	D. Pension Pickup.....	55
Section 22.3	Temporary Work Assignment	56
Section 22.4	Annual Service Credit.....	56
Section 22.5	Field Training Officer.....	57

Article 23	Regular Work Periods and Overtime.....	58
Section 23.1	Hours of Work	58
Section 23.2	Overtime	58
Section 23.3	Call-in Pay and Court Pay	58
Section 23.4	Stand-by Pay	58
Section 23.5	Compensatory Time.....	59
Section 23.6	Payment of Accrued Compensatory Time Upon Separation	59
Section 23.7	Use of Compensatory Time	59
Section 23.8	Substitution (Trading) of Time	59
Section 23.9	Detective On-Call	59
Section 23.10	Bureau Commander Vehicles	60
Article 24	Leaves.....	61
Section 24.1	Holidays	61
Section 24.2	Holiday Leave Pay.....	61
Section 24.3	Vacation Leave	62
	A. Vacation Accrual	62
	B. Vacation Accumulation and Pay	62
	C. Pay In Lieu of Vacation	62
Section 24.4	Sick Leave	63
	A. Sick Leave Accrual	63
	B. Sick Leave Use.....	63
	C. Sick Leave Verification	64
	D. Sick Leave Notification	65
	E. Sick Leave Payment Upon Termination	65
	F. Sick Leave Payments Upon Death	65
	G. Initial Grant of Sick Leave	65
	H. Special Sick Leave Conversion	66
Section 24.5	Military Leave	66
Section 24.6	Injury Leave	67
Section 24.7	Restricted (Light) Duty.....	68
Section 24.8	Leaves of Absence	68
Section 24.9	Civil Leave.....	68
Section 24.10	Unauthorized Absence	68
Section 24.11	Disability Leave.....	68
Section 24.12	Resignation	69
Article 25	FMLA Leave	70
Section 25.1	FMLA Leave	70
Article 26	Shift Differential	71
Section 26.1	Shift Differential	71

Article 27	Uniforms, Clothing Allowance and Property.....	72
Section 27.1	Clothing Allowance	72
Section 27.2	Dry Cleaning.....	72
Section 27.3	Damaged or Destroyed Personal Property.....	72
Section 27.4	Protective Body Vests.....	73
Article 28	Employee Readiness	75
Section 28.1	Training.....	75
Section 28.2	Health/Wellness Incentive	75
Section 28.3	Tuition Reimbursement	76
	A. Reimbursement Program	76
	B. Necessary Approval	76
	C. Course Attendance	77
	D. Reimbursement Procedure	77
Article 29	Insurance	78
Section 29.1	Life Insurance	78
Section 29.2	Health, Dental and Vision Insurance	78
Section 29.3	Health Insurance Premiums	78
Article 30	Service Weapon/Badge Purchases	79
Section 30.1	Purchase of Service Weapon	79
Section 30.2	Purchase of Uniform Badges	79
Section 30.3	Retirement.....	79
Article 31	Leave Donation	80
Section 31.1	Leave Donation.....	80
Article 32	Complete Agreement	81
Section 32.1	Complete Agreement	81
Article 33	Duration.....	82
Section 33.1	Duration of Agreement	82
Section 33.2	Successor Negotiations	82

ARTICLE 1

AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into as of the 1st day of January, 2010 as the result of collective bargaining by and between the City of Worthington, Ohio, (hereinafter referred to as the "City"), and the Fraternal Order of Police, Capital City Lodge No. 9, (hereinafter referred to as the "Lodge").

Section 1.2. Purpose. This Agreement is made for the purpose of promoting mutual cooperation, establishing an orderly procedure for the resolution of differences between the City and the Lodge and maintaining orderly, constructive, and harmonious relations among the City, its employees and the Lodge.

Section 1.3. Scope and Validity.

- A. Scope. Unless otherwise indicated herein, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no provision for or specification about a matter, the City, its employees, and the Lodge shall be subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of Members are not superseded by this Agreement, except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists are not subjects of bargaining under this Agreement.
- B. Validity. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or

temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of a written request from one party to the other, and attempt to modify the invalidated provisions by good faith negotiations.

- C. No Other Conflicting Agreements. The City and the Lodge shall not ask a Member hereunder to make any written or verbal agreement which shall in any way conflict with this Agreement.

Section 1.4. Previous Benefits or Practices. Any previous benefit or practice not incorporated into this Agreement but which (1) has been continuous, known and sanctioned by the Division of Police, through the Office of the Chief, and (2) relates to Members as a group, and not as individuals, shall not be altered unless the alteration of such benefit or practice is in exercise of a Management Right as set forth in Article 6. The City Manager shall initially determine what matters constitute a previous benefit or practice.

ARTICLE 2

RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees included in the Bargaining Units described in Section 2.2.

Section 2.2. Bargaining Units. Pursuant to Section 4117.06 of the Ohio Revised Code, there are established two (2) Bargaining Units within this Agreement. The first Bargaining Unit consists of all sworn police officers of the City who are below the rank of Sergeant. The second Bargaining Unit consists of all sworn police officers of the City who are of the rank of Sergeant and Lieutenant. Excluded from either Bargaining Unit, and thereby from coverage within this Agreement is the position of Chief, and any permanent position complying with Section 4117.01(F) (2), Ohio Revised Code. Inasmuch as the City and Lodge have agreed to multi-unit collective bargaining, reference throughout this Agreement to Members and/or Members of the Bargaining Unit shall mean employees within both Bargaining Units unless specified otherwise.

ARTICLE 3

LODGE SECURITY

Section 3.1. Lodge Member Deductions. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the City shall deduct Lodge membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Lodge Member requesting same. The City shall deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month in which such fees and assessments are due from the pay of any Lodge Member requesting same. If a deduction is desired, the Member shall sign a payroll deduction form that shall be furnished by the Lodge and presented to the appropriate City official. The City shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Lodge Members for whom such deductions were made. Nothing herein shall prohibit Lodge Members covered by this Agreement from submitting dues, fees or assessments directly to the Lodge.

Section 3.2. Fair Share Fees. Members who are not Members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. Such fair share fee shall be certified by the Lodge to the City at such times during the term of this Agreement as is necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of State and Federal law. Such fair share fee shall be automatically deducted by the City from the payroll check of each Member who is not a Member of the Lodge and shall be made in the first pay period of each month. The City shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Members from whom said deductions were made.

The automatic deduction for fair share fees shall be initiated by the City whenever a Member who is not a Member of the Lodge has completed his/her first sixty (60) days of employment. The provisions of Section 4117.09(C), paragraph three, of the Ohio Revised Code, apply in regard to Members who assert conscientious objections to payment of the service fee.

Section 3.3. Indemnification. To the extent permitted by law, the Lodge shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City in reliance upon the provisions of Sections 3.1 and 3.2.

Section 3.4. Bulletin Board. The Lodge shall be permitted to continue to maintain one (1) Lodge bulletin board of such size and at such location within the Police Department facilities as the Chief and City Manager shall reasonably approve. Current Lodge bulletins and Lodge material only will be permitted to be posted on said board and shall not be placed or posted elsewhere on City property.

Lodge officer or appropriate Lodge grievance representative shall periodically inspect the Lodge bulletin board and remove items of questionable content or unauthorized materials.

No Member shall place material on the Lodge bulletin board without authorization of a Lodge officer or appropriate grievance representative. All posted material shall be initialed by the authorizing representative.

Section 3.5. Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box on or adjacent to the Lodge bulletin board for the purpose of collecting Members' ballots on all Lodge issues subject to ballot. Such ballot box shall not be so placed more than twelve (12) hours before the time balloting is to commence and shall be removed within twelve (12) hours after the time balloting is to conclude. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.6. Use of Department Mail and E-Mail. Bargaining Unit Representatives shall be permitted to place a reasonable amount of Lodge mail in the individual Police Department mail receptacles of Members. Such Lodge mail shall be limited to information related to Lodge business or Bargaining Unit representation, shall be the property of the Members to whom it is addressed, and shall not be subject to review by the City. The aforementioned rules shall apply to the use of Department e-mail correspondence.

ARTICLE 4

BARGAINING UNIT AND EMPLOYEE MEETINGS

Section 4.1. Bargaining Unit Meetings. The Lodge shall be permitted, upon forty-eight (48) hours written prior notification to and approval by the Chief, to hold a reasonable number of meetings for the Lodge Members in the Bargaining Units or for all Members in the Bargaining Units at Police Headquarters, if space is available. If space for such meetings is not available at Police Headquarters or if the Lodge reasonably desires a City-owned location other than Police Headquarters, the Lodge shall be permitted, upon forty-eight (48) hours written notification to and approval by the City Manager, to hold such meetings at a City building, room, or facility, if space is available. If it is not practicable for the City to provide the requested location to the Lodge, the City shall notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room, or facility.

Section 4.2. Employee Meetings. With the approval of the City Manager, the Chief may schedule and conduct one or more meetings of employees, including Members, in the Division of Police for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be voluntary. Notwithstanding any other provision of this Agreement to the contrary, Members who attend such meetings, irrespective of their duration, shall be compensated for one (1) hour at his or her regular hourly rate of pay.

ARTICLE 5

NONDISCRIMINATION

Section 5.1. In General. The City and the Lodge shall not discriminate against any Member of the Bargaining Units on the basis of the Member's age, race, color, sex, creed, religion, ancestry, national origin, disability, political affiliation, military status, or application for or participation in the Workers' Compensation program, as provided by law.

Section 5.2. Lodge Membership. The City and the Lodge shall not discriminate against any Member of the Bargaining Units on the basis of his or her Membership or non-Membership in the Lodge. The City shall not discriminate, interfere with, restrain, or coerce any Member because of or regarding his or her activities as a Member, officer, or representative of the Lodge.

Section 5.3. Fair Representation. The Lodge, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any Member of the Bargaining Units to become and remain a Member of the Lodge. The Lodge agrees to fairly represent all Members of the Bargaining Units subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12, Ohio Revised Code.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. Management Rights. The City hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement and law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter and Ordinances of the City, the laws and the Constitution of the State of Ohio including, but not limited to, Chapter 4117 of the Ohio Revised Code, and the Constitution and laws of the United State, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the City and its properties and facilities;
- B. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of service, budget, use of technology, and organizational structure;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To determine and to take action to carry out the overall mission of the public employer as a governmental unit;
- F. To direct, supervise, evaluate, or hire employees;
- G. To determine the adequacy of and effectively manage and schedule the work force, including the right to reasonably assign work and overtime; and
- H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

Section 6.2. Limitations. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of ordinances, resolutions,

policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable law, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1. Grievance Defined. A grievance is any alleged violation, misinterpretation or misapplication of (1) this Agreement; (2) a City ordinance, regulation, or policy related to the wages, hours or terms and conditions of employment of Members; or (3) a law not superseded by this Agreement and related to the wages, hours, of terms and conditions or employment of Members.

Section 7.2. Qualifications. A grievance may be initiated by an aggrieved Member or by the Lodge. When a group of Members desire to file a grievance involving each Member of the group under substantially similar circumstances, the Lodge shall select one Member to process the grievance as the designated representative of the affected Members, provided that any such group grievance shall be expressly labeled as such and shall further identify the Members of the group with particularity.

A Member has the right to present grievances and to have them adjusted consistent with the terms of this Agreement. The Lodge shall have the opportunity to represent Members with regard to grievances, unless a Member waives, in writing, his or her right to be represented by the Lodge. If a Member waives his or her right to be represented by the Lodge, resolution of the grievance shall only apply to that Member, and such resolution shall not establish a precedence to be applied by the City to any other Member or Members under the same or similar circumstances.

Section 7.3. Jurisdiction. Nothing in this Grievance Procedure shall deny Members or the Lodge any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to appear before the Personnel Appeals Board or to file charges with the State Employment Relations Board (hereinafter referred to as the SERB) when these agencies properly have jurisdiction over the subject matter. However, once a Member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Lodge is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise,

once a Member or the Lodge elects to pursue a Grievance Procedure remedy in lieu of a legal or administrative remedy, the Member or the Lodge is thereafter precluded from seeking a remedy apart from the Grievance Procedure unless such remedy is specifically authorized by law and has not been superseded by this Agreement.

Section 7.4. Grievance Procedure. The following are the steps and procedures which shall be followed in processing a grievance:

A. Preliminary Step. A Member having an individual grievance will first attempt to resolve it informally with his or her immediate supervisor within seven (7) calendar days following the event or circumstance giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance. Grievances brought to the attention of the immediate supervisor beyond the seven (7) day time limit need not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, a Lodge Grievance Representative may accompany the grievant should the latter request his or her attendance. If the Member is not satisfied with the response from his or her immediate supervisor at this Step, he or she may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Lodge Grievance Representative.

B. Step One - Immediate Supervisor.

1. When a Member has a grievance in which his or her supervisor's oral response in the Preliminary Step is unsatisfactory, the Member may then submit the grievance in writing to his or her supervisor, on the Grievance Form attached as Exhibit A, within seven (7) days following the oral response at the Preliminary Step. The supervisor shall date the form on the date of his or her receipt of it. Grievances submitted beyond the seven (7) day time limit need not be considered.
2. Within seven (7) days of the receipt of the written grievance, the immediate supervisor shall

affix a written response to the Form, date and sign the response, and return one copy of it to the grievant. If the grievant does not refer the grievance to the Second Step within seven (7) days after the Member's receipt of the response rendered at this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two - Chief or Designee.

1. Should the grievant not be satisfied with the response in Step One, within seven (7) days thereafter the Member may appeal the grievance to Step Two by delivering a copy of the Grievance Form, containing the written response at the prior Step to the office of the Chief or his/her designee who shall date the Form on the date of its receipt.
2. Upon receipt of the Grievance Form, the Chief or his/her designee shall investigate the grievance and shall schedule and conduct a meeting within seven (7) days to discuss the grievance with the grievant who may bring a Lodge Grievance Representative to the meeting. A Lodge Representative may also attend this meeting.
3. In the meeting called for at this Step, the Chief or designee shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) days after the meeting at this Step, the Chief or designee shall submit to the grievant and a Lodge Grievance Representative a written response to the grievance.

D. Step Three - City Manager.

1. Should the grievant not be satisfied with the response in Step Two, within seven (7) days thereafter he or she may appeal the grievance to Step Three by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to the office of the City Manager who shall date the Form on the date of his receipt of it.

2. Upon receipt of the Grievance Form, the City Manager shall schedule and conduct a meeting within seven (7) calendar days to discuss the grievance with the grievant who may bring a Lodge Grievance Representative. A Lodge Representative may also attend this meeting.
3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) days of the meeting at this Step the City Manager shall submit to the Grievant and the Lodge Grievance Representative a written response to the grievance.

Section 7.5. Submission to Arbitration. If a grievance is not satisfactorily resolved at Step 3, the grievant, with the approval of the Lodge President, may submit a request to arbitrate the grievance to the City Manager within fourteen (14) calendar days following the date of the written response of the City Manager pursuant to Step 3. Failure to request arbitration within such fourteen (14) day period shall render the grievance withdrawn.

Section 7.6. Discretionary Matters Not Subject to Arbitration. Any discretionary matter vested in the City or the City Manager by this Agreement shall not be subject to arbitration.

Section 7.7. Arbitration. After receipt of a written request to arbitrate any grievance from the Lodge President, the City Manager or designee and the Lodge President or designee, shall attempt to agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within ten (10) days from the day of the request for arbitration, the arbitrator shall be selected by the parties making a joint request to the American Arbitration Association for a panel list of seven (7) Labor arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may reject the list and submit a request for another list from the arbitration tribunal. Each party may reject only one list.

The grievance shall be submitted to the Arbitrator in writing. The Arbitrator shall hold a hearing on the grievance unless the Lodge and the City mutually agree that the grievance be submitted on the written stipulations, position statements, or briefs of the parties.

Either party, at the commencement of the arbitration hearing, may raise the question of arbitrability of any grievance, and such question shall be resolved by the Arbitrator prior to any further proceeding on the merits.

In issuing a decision, the Arbitrator shall:

1. Have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;
2. Not establish any new or different wage rates not negotiated as part of this Agreement;
3. Consider and make a decision only with respect to the specific issue or issues of interpretation or application of this Agreement appealed to arbitration;
4. Have no authority to make a decision on any issues not submitted.

The Arbitrator shall submit a written decision setting forth findings and the award, if any, to the City Manager and the Lodge President within thirty (30) days following the close of the hearing and after the review of any post-hearing briefs if such briefs are filed within thirty (30) days of the hearing, unless the parties agree to an extension thereof.

The decision of the Arbitrator shall be final and binding on the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

The City and the Lodge shall equally share the cost of the arbitration proceeding. Each party shall be responsible for compensating its own representative and witnesses. The costs of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties; if not, the party requesting the transcript shall pay the cost thereof. Employee witnesses shall be allowed release time with pay for the purpose of giving testimony if the hearing is held during the work time of such employees and, if

advance notice of the necessity for the presence of such employees has been given to the City. In no event shall this result in overtime pay for any Member unless the City makes such request for appearance.

Section 7.8. Special Provision for Disciplinary Grievances. A grievance involving the suspension, reduction in rank or pay, or dismissal of a Member may, at the option of such Member, either be subject to (1) the Arbitration provisions of Section 7.7 of this Agreement or (2) review by the Personnel Appeals Board of the City in accordance with the City Charter and Ordinances, but not both. Selection of one of the foregoing procedures by the Member shall constitute an irrevocable waiver by such Member of any right which he or she may have to seek relief or other remedy through the procedure not selected.

Notwithstanding any provision of Section 7.7 to the contrary, the Arbitration Panel or the Personnel Appeals Board, in its consideration of a grievance may affirm, disaffirm, or modify any disciplinary action taken against a Member.

Section 7.9. Calendar Days. For the purpose of counting time, "days" as used in this Article shall mean calendar days.

Section 7.10. Time Limits. It is the intention of the City and Lodge that all time limits in this Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, mutually agreed upon short time extensions may be granted but must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the relief requested in the grievance to have been granted by the City in full, and the City shall immediately implement the Member-grievant's relief requested, except where the requested remedy would constitute a violation of law. Any Step in the Grievance Procedure may be waived by mutual consent.

Section 7.11. Nondiscrimination. No Member or official of the Lodge shall be removed, disciplined, harassed or discriminated against solely because he or she has filed or pursued in good faith a grievance under the Procedure of this Agreement.

ARTICLE 8

LODGE REPRESENTATION

Section 8.1. Lodge Grievance Representative. The Lodge may designate one (1) Lodge Grievance Representative, who shall be a Member, for each Bargaining Unit. Subject to the provisions of Section 7.2, the function of the Lodge Grievance Representative shall be to represent the interest of and to assist Members in matters pertaining to grievances. Where possible, the work schedule of the Representative shall be temporarily adjusted, without loss of pay or requiring leave, to permit the Lodge Grievance Representative to provide such representation or assistance.

Section 8.2. Lodge Business. One of the Lodge Grievance Representatives may be designated by the Lodge as Representative Chairperson. The Representative Chairperson shall be permitted to transact a reasonable amount of official Lodge business directly affecting Members, provided that:

1. There is no interference with, disruption of, or interruption in, normal departmental operations or the work of such Representative Chairperson or any Member;
2. Such business is conducted principally at Police Headquarters or, if reasonably necessary, at a City or other public office or at the office or other facility of the Lodge.

Section 8.3. Lodge Official. The City acknowledges that Members may hold office in the Lodge. On January 1st of each year, the City shall provide a bank of one hundred and twenty(120)hours of paid time to be used by any office holder and/or delegate(s) to attend to Lodge matters related to office duties, approved in advance by the City, provided that: (1) such time off does not, in the opinion of the Chief, adversely affect departmental schedule and operational requirements and (2) such time off shall not be devoted to collective bargaining on behalf of the Lodge with the State, a county, or any political subdivision. Subject to those same conditions, consideration shall be given to allow Lodge Officials and/or delegates to take compensatory time or vacation time off to attend to Lodge matters.

Section 8.4. Labor Relations Meetings.

- A. The City and the Lodge recognize the benefit of an exchange of ideas and information. In the interest of promoting this exchange of ideas and information, labor relations meetings shall be held four (4) times each calendar year when requested by either party and otherwise when mutually agreeable. Such meetings shall be held at mutually agreeable days and times and include not more than seven (7) representatives of the City and the Lodge. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Lodge. An agenda will be exchanged by the City and the Lodge at least three working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.
- B. Members of the Lodge Labor Relations Committee on duty will be permitted to attend Labor Relations meetings in on-duty status. Committee Members not regularly scheduled for duty may flex their work schedules, with approval of the Chief or designee; if flex scheduling is not approved, a Member will be compensated with compensatory leave not to exceed two (2) hours per meeting.

ARTICLE 9

DELEGATES

Section 9.1. Delegates. A reasonable number of Members, normally no more than three (3) Members, who are duly elected or selected delegates or alternates to the State or National Conferences of the Fraternal Order of Police shall be allowed reasonable time to attend such functions so long as the needs of the City in providing police protection to the community are not, in the opinion of the Chief and City Manager, adversely affected. Subject to the foregoing, to the extent any such time is during such delegates' scheduled work hours, they shall be given consideration to a schedule rearrangement, or shall be allowed to use their vacation time or compensatory time.

ARTICLE 10

POLITICAL ACTIVITY

Section 10.1. Political Activity Permitted. Members, as representatives of the Lodge who are off-duty and not in identifiable uniform, shall be permitted to engage in the activities of the Lodge Political Education Committee, and other political activity to the extent permitted by applicable law. However, a Member shall not serve as a Chairman or Treasurer of a political candidate's campaign committee.

ARTICLE 11

TEMPORARY ASSIGNMENT, VACANCY AND PATROL SHIFT ASSIGNMENT

Section 11.1 Temporary Assignment. Any assignment to be made for a period of less than thirty (30) days shall be a temporary assignment subject to discretionary assignment by the Chief and not subject to the provisions of this Article. A temporary assignment which extends beyond thirty (30) days shall, on the thirty-first (31st) day, be subject to the provisions of this Article. A member may only be subjected to one temporary assignment per twelve (12) month period of time, beginning with the commencement of the thirty (30) day temporary assignment. However, more than one temporary assignment can be made if it is mutually agreed upon by all parties involved and with the approval of the Chief. Also, a member may be assigned more than one temporary assignment when an emergency occurs, as determined by the Chief.

Section 11.2. Vacancy In A Non-Patrol Or Patrol Assignment Not Subject to Annual Shift Bid Upon a determination by the Chief of Police that a vacancy in a non-patrol assignment or patrol assignment which is not subject to annual shift bidding exists or when such an assignment extends beyond thirty (30) days, it shall be posted at a conspicuous place at Police Headquarters for a period of five (5) calendar days. The posting shall include a statement as to the hours of the shift assignment and the days off.

Any Member may indicate his or her interest in such a vacancy or assignment by filing a written application with the Chief of Police within the posting period. The vacancy or assignment shall be filled by the Member who, in the sole discretion of the Chief of Police, possesses the requisite skills, training, and other qualifications necessary to fill the vacancy. The Chief shall consider and give weight to the seniority of the member in making this decision. The Chief retains the discretion to fill the vacancy by assigning the less senior member.

Section 11.3 Patrol Shift Vacancy. Upon a determination by the Chief that a vacancy in a patrol assignment subject to annual bidding exists during a calendar year or when a temporary patrol assignment subject to annual bidding extends beyond thirty (30) days, it shall be posted in a

conspicuous place at Police Headquarters for a period of not less than five (5) calendar days. The posting shall include a statement as to the hours of the shift assignment and the days off.

Any Member may indicate his or her interest in the patrol shift vacancy by filing a written application with the Chief of Police within the posting period. The vacancy shall be filled by the most senior Member, who, in the sole discretion of the Chief of Police, would best further the operations of the Division of Police. The Chief retains the discretion to fill the vacancy by assigning the less senior member.

Section 11.4. Annual Patrol Shift Assignment. When practical, the annual patrol shift assignment bid process shall begin in the first week of December. A blank shift schedule for the upcoming calendar year (for the first pay period after January 1 through the last pay period before January 1 of the subsequent year) will be distributed by the Patrol Operations Lieutenant or his or her designee throughout the Division. The most senior patrol sergeant or patrol officer begins the process by placing his or her name on the schedule (or authorizing his or her name to be placed on the schedule) within two (2) working days of the posting. The process continues by seniority until the last position is bid.

The patrol shift assignment bid shall be approved by the Chief and filled with the most senior member, who, in the sole discretion of the Chief, would best further the operations of the Division. The Chief retains the discretion to fill the annual patrol shift assignment by assigning a less senior member. This may be done by either (a) the Chief announcing to the Patrol Division in November that one or more patrol shift assignments will not be subject to bid and will be filled only by assignment, or (b) the Chief disapproving a member's annual shift assignment bid, resulting in the member displaced by the assignment bid disapproval and all other less senior members rebidding annual shift assignments by seniority, unless a member by seniority voluntarily accepts the assignment disapproval by the Chief.

In either case ((a) or (b) above), if a patrol shift assignment is filled by a less senior member, the Lodge may request that the Chief shall set forth in writing his

reasons for filling the patrol shift assignment with a less senior member including how such selection promotes the effectiveness and efficiency of the Division. The selection of a less senior member for a shift assignment may be a proper subject for the grievance procedure or a proper topic for labor relations.

For the purpose of Sections 11.2, 11.3 and 11.4, "seniority" shall mean continuous service in a member's current rank, without break or interruption. A "break or interruption" in continuous service shall include resignation, discharge, or unauthorized leave of absence from employment and shall not include authorized leaves of absence (with or without pay) or suspension from work for disciplinary reasons.

ARTICLE 12

SUBSTANCE ABUSE AND TESTING

Section 12.1. Purpose. The City and the Lodge recognize that the ability of a Member to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote safety; to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive; and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, assistance, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present an immediate risk to Members, the general public, and/or other employees of the City;
- B. Identifying Members with drug or alcohol dependency problems;
- C. Providing assistance to Members with drug or alcohol dependency problems; and
- D. Providing the necessary corrective actions or discipline.

Section 12.2. Responsibility. Although it is the responsibility of every Member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose an immediate risk to safety. Supervisor shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 12.3. Definitions. Notwithstanding any other definitions to the contrary, the following definitions shall govern this Article:

- A. "Under the influence" means that the Member is or would be adversely affected in the performance of his

or her duties by using illegal drugs or misusing alcohol or legally prescribed drugs, or using the combination of illegal drugs, misused legal drugs and/or alcohol.

- B. "Legal drug" means prescribed drugs and over the counter drugs that have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained. "Illegal drug" shall include prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Section 12.4. Prohibited Conduct. For purposes of this Article and in addition to the provisions of any criminal law, no Member shall, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Be under the influence of alcohol; or
- B. While using any legal drug be impaired to the point that he or she cannot perform his or her assigned duties; ~~or~~

Or at any time:

- C. Use, sell, purchase, transfer or possess any illegal drug, except when in the line of duty and reasonable and authorized by the Chief or designee.

Section 12.5. Reasonable Suspicion for Testing. A Member shall not be tested for alcohol or drug usage in the absence of reasonable suspicion to believe that his or her performance is or would be adversely affected by the presence of alcohol or drugs. Such Reasonable suspicion shall be established on the basis of objective evidence which may include appearance, behavior, speech, or other observable cause, and a record of such reasonable suspicion shall be reduced to writing as soon as practicable and a copy thereof given to the Member.

The fact that a Member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable suspicion to believe that performance has been adversely affected by the presence of such a legal drug, provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

Any Member who fails to adhere to test procedures shall be subject to discipline for such refusal or failure. Any Member who refuses to submit to a test, adulterates or attempts to adulterate a test, or "substitute" a test shall be subject to discipline, including discharge.

Section 12.6. Testing Procedures. Upon determining that a Member must submit to a urinalysis test for alcohol or drug usage, the supervisor shall give the Member an opportunity prior to the test, to request the presence, or to seek the advice, of a Lodge Representative. The Member and the Lodge Representative shall be afforded an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor who shall make a written notation thereof. The supervisor shall determine, after considering all of the circumstances, whether the test shall be administered. Any urinalysis test shall be given immediately after discussion with the Member and the Lodge Representative, but no more than one hundred twenty (120) minutes after the reasonable suspicion cause determination has been made, whichever is sooner.

Section 12.7. Urine Samples. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS": Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection and processing of urine samples shall, in the case of alcohol testing, comply with the commonly accepted testing methodology used in the community. The City shall contract with a certified laboratory for the processing and testing of urine samples. In the presence of the Member, and without ever leaving his or her sight, each urine sample taken shall be placed in a sterile screw capped, self sealed, tamper resistant urine collection container which shall be sealed and labeled and then initialed by the Member. The sample shall be sent, by

the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The collection of urine samples shall allow individual privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided.

The laboratory shall commence testing only if the container is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member.

Section 12.8. Testing Methodology. The laboratory shall employ such initial and confirmatory testing methodologies as are generally recognized and accepted as valid for the detection of the presence of alcohol or drugs. At a minimum, tests shall be conducted for the presence of alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine, and any drug listed as a Schedule I or II controlled substance under either federal or state law.

Section 12.9. Test Results. Test results shall be certified only to the Chief, or designee, and shall be and remain confidential except to the extent that further action in accordance with this Article is taken, and then disclosed only on a need to know basis.

Section 12.10. Discipline or Other Disposition. A positive test result for alcohol or drug usage may, depending on individual circumstance, result either in discipline or referral to the Member Assistance Program (MAP) as set forth in Article 14. In addition, any Member who voluntarily seeks assistance with a drug or alcohol dependency problem shall not be required to, but may, submit to a test and shall be initially referred to the MAP without any disciplinary action being taken.

A positive test result for alcohol or drug usage shall result in discipline to a Member where:

- A. Job performance is or would be adversely affected; or
- B. The Member has been given an opportunity, but has declined to participate in the MAP;
- C. The Member has participated in the MAP, in which case the progress of recovery of such Member shall be taken into consideration in any disciplinary action; or

D. The Member has violated Section 12.4 on more than one occasion.

ARTICLE 13

USE OF TOBACCO PRODUCTS

Section 13.1. Purpose. The City and the Lodge recognize the adverse affects of the use of tobacco products on the user of tobacco products and those who work with and in the same environment with the users of tobacco products. Tobacco products include chewing tobacco and snuff products.

Section 13.2. No Tobacco Use Areas. All police buildings and vehicles are designated no tobacco use areas.

Section 13.3. No Tobacco Use On Duty. Tobacco products are not to be used when Members are on duty, including when on special duty, when in formation or part of a ceremony, when in direct contact with a member of the public, or when in view of the general public.

ARTICLE 14

MEMBER ASSISTANCE PROGRAM

Section 14.1. Purpose. The City and the Lodge recognize the value of a Member Assistance Program (hereinafter referred to as "MAP") to aid Members who are affected by alcoholism or other substance abuse conditions which manifest themselves in adverse health, behavioral, emotional, and family-related problems and in impaired work productivity and effectiveness. The City and the Lodge acknowledge that such conditions are illnesses or problems which may be successfully treated or resolved. It is the purpose of this Article to make such treatment or resolution reasonably available to Members.

Section 14.2. Policy. It is the policy of the City that local assistance services should be made reasonably available to a Member with an alcohol or other substance abuse problem which either results in noticeable changes in work performance or adversely affects the personal life of such Member. This policy strongly encourages such a Member to seek professional assistance or other appropriate means of support for resolving such problems. In furtherance of such policy, the following shall apply to the Member Assistance Program authorized by this Article.

- A. A Member who has an alcohol or other substance abuse problem which may or does affect work performance is encouraged to voluntarily seek information and counseling on a confidential basis by utilizing such benefits as are available under the health plan of the City.
- B. Whenever a Member refers himself/herself or is formally referred for diagnosis and treatment, all records pertaining to such rehabilitation and treatment shall be kept in strictest confidence by the City, separated from the personnel file of the Member.
- C. It is not the intent of the MAP to interfere in matters of discipline. Participants in a treatment program who are in compliance with the terms of said program shall be given due consideration in disciplinary action provided that the participant shall cause reports to be made to the City by the agency or individual providing treatment as to whether the Member is keeping scheduled appointments and is

otherwise complying with the recommended course of treatment. Such reports shall be made to the City, at reasonable intervals, during the time of treatment or rehabilitation.

- D. In cases involving professional treatment or rehabilitation, paid leave will be granted on the same basis it is granted for other health purposes. Leave without pay may be granted for treatment or rehabilitation when no paid leave is available to the participant.
- E. A Member who is a participant in the MAP is responsible for correcting identified unsatisfactory work performance or behavior which is a result of alcoholism or other substance abuse.
- F. Nothing in this policy shall be interpreted as constituting a waiver of the responsibility of the City to maintain discipline or of its right to take disciplinary measures in accordance with the provisions of this Agreement.

Section 14.3. Referral Procedure. Whenever a Member voluntarily seeks assistance or whenever the work performance of a Member is deemed unsatisfactory, the supervisor will discuss the matter privately with the Member and with the Member's Lodge Grievance Representative if the Member requests the involvement of such Representative. If it appears that alcoholism or other substance abuse is a problem or that it may be causing the unsatisfactory work performance, the supervisor or Lodge Grievance Representative will only provide assistance in making appropriate professional treatment contact and will not delve into the nature of the problem nor attempt to diagnose or counsel the Member.

The City and the Lodge recognize that the City has the authority and responsibility to set acceptable work standards. If the work performance of a Member, who is a MAP participant, improves to the level agreed upon by the City and the Member at the time of professional referral, no disciplinary action will be taken. However, if the work performance problems of the Member continue, after a reasonable attempt at correction, progressive disciplinary action may be taken by the City as set forth in this Agreement.

ARTICLE 15

INVESTIGATIVE PROCEDURES

Section 15.1. Intent. The City and the Lodge acknowledge that complaints or allegations involving the conduct of Members may be made which require the City to make inquiry into the facts and circumstance surrounding the complaints or allegations, and, where appropriate, to take responsive action. It is the intent of this Article to provide procedures which are designed to:

- A. Afford fairness to Members in the conduct of such inquiries, including the right to respond to any complaints or allegations;
- B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations;
- C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect Members from unwarranted accusations; and
- D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

Section 15.2. Supervisory Initiated Discipline. Where discipline is initiated by a supervisor and where the supervisor reasonably believes that no discipline greater than a written reprimand may result, the provisions of this Article shall not apply, but the supervisor shall follow the Division of Police prescribed Internal Affairs procedures, applicable General Orders, and applicable laws, including Weingarten rights. However, where, as a result of supervisory initiated discipline, and where the supervisor reasonably believes that discipline greater than a written reprimand may result, and the supervisor or a superior officer decides to conduct an Internal Affairs Investigation where members are to be interviewed, the provisions of this Article apply, except for the provisions of Section 15.6(L).

Section 15.3. Criminal Investigation. Notwithstanding any other provision of this Article to the contrary, a Member who is the subject of a criminal investigation shall be accorded all of the rights to which such Member is entitled

under the Constitution of the United States and the State of Ohio.

Section 15.4. Citizen Complaints to a City Official. Upon being contacted by a citizen regarding a complaint against a Member, City officials will act in accordance with the following provisions:

- A. The official receiving the complaint from the citizen will advise the citizen that the preferred practice would be to contact the Division of Police directly, and to ask to speak to a supervisor. This initial contact may be made by phone or in person.
- B. If the citizen does not wish to contact the Division of Police, the City official should contact the Division of Police in a timely manner and advise a supervisor of the complaint. The City official receiving the complaint should obtain the name and phone number of the complainant, as well as, a detailed description of the complaint. The Police supervisor should then contact the complainant and provide an overview of how to initiate a complaint if they so choose, and advise them that if a complaint is not filed, only a limited review of the allegation will take place.
- C. While the Division and City shall attempt to follow the above procedures, at times a complaint will come to an official unfamiliar with the above and in such a case he or she shall act in the best interest of the City and seek to formally or informally report such complaint to the Division.

Section 15.5. Citizen Complaint.

- A. The supervisor, internal affairs officer or designee will have the complainant complete the Division of Police complaint form. The supervisor, internal affairs officer or designee will request that the citizen sign the complaint form. A statement from the citizen should be taken, and if possible, notarized by a Division notary. The interview is to be recorded.
- B. If the subject of a complaint which, if true, could result in discipline of nothing more than a minor reprimand and is not criminal, then such complaint shall be deemed minor in nature.

- C. The receiving supervisor of a complaint who, upon careful evaluation, reasonably believes that the complaint is minor in nature and not criminal and that the resulting disciplinary action can be no more than a minor reprimand, shall do the following:
1. Contact the Member's immediate supervisor, advise of the complaint, and advise the Bureau Commander. The immediate supervisor shall meet with the Member and go over the complaint.
 2. After step (1) above, the complaint may be forwarded directly to the Internal Affairs Officer.
 3. In all instances, the Chief shall be notified of the complaint and receive a copy of the complaint form.
- D. If the complaint is not deemed minor in nature, the procedures set forth in Section 15.6 below shall be followed. This shall occur in all instances where:
1. The subject of a complaint which, if true, could reasonably result in disciplinary action involving a written reprimand, suspension, reduction in rank or pay, or dismissal; or
 2. The subject of an allegation which, if true, could reasonably result in criminal charges being filed against the Division Member.

Section 15.6. Interview Procedures.

- A. If the complaint may result in discipline at the level of written reprimand or above or the allegation is criminal in nature the Member shall receive written notice, prior to any interview, of the allegations against the Member and a copy of any written complaint. This notice should normally be given at least twenty-four (24) hours prior to the scheduled interview.
- B. An interview shall be conducted by a Member of the Division whose rank is higher than the rank of the Member being interviewed, and such interview shall be conducted at a reasonable time and for a reasonable period of time;

- C. Administrative pressures, threats, coercion, or promises shall not be employed for any purpose during the course of an interview;
- D. In the case of a disciplinary interview, the Member shall be afforded the opportunity to consult with a Lodge Representative and/or Lodge Attorney prior to an interview. The Member shall have the right to have a Lodge Representative and/or Lodge Attorney present during the interview;
- E. In the case of a criminal investigation, the Member shall be afforded the opportunity to consult with and to have present during the interview, a Lodge Attorney and/or counsel of his or her choosing;
- F. At the request of the Member, he or she shall be given a reasonable amount of time, prior to or during the interview, to locate and provide any documents in his or her possession regarding the complaint or allegation;
- G. The interview shall be limited in scope to those activities, circumstances, events, conduct or acts which pertain to the complaint or allegation;
- H. In the case of a disciplinary interview, a Member who declines or refuses to answer questions may be charged with insubordination or like offense, if after being advised that such declination or refusal may, if continued, be the basis for such a charge;
- I. In the case of a criminal investigation, a Member may request or consent to a polygraph examination, the result of which shall only be admissible as determined by applicable law;
- J. In the case of a disciplinary interview, a Member may request or consent to a polygraph examination, the results of which shall only be used if the City can produce additional corroborative evidence to support the allegations related to any contemplated disciplinary action;
- K. Interviews shall be conducted with no unreasonable delay;

- L. Any interview of the Member to the matter under investigation shall be recorded by the City unless waived by both parties. Any interviews with the complainant and/or any potential witness shall be recorded. A copy of the complete taped interview, if any, shall be furnished at no cost, upon request, to the Member;
- M. A Member who is the subject of an interview shall be advised in writing of its disposition. If the Member is to be disciplined, he or she shall be provided with written notice of the charges;
- N. If disciplinary action is contemplated, a Member shall be afforded, in advance of any disciplinary hearing, access to all written documents, evidence, and taped interviews maintained as part of the inquiry. The Member shall furnish the City with all written documents and evidence the Member expects to produce at any disciplinary hearing.

Section 15.7. Anonymous Complaints. An anonymous or unsigned complaint alleging non-criminal inappropriate conduct by a Member shall be subject to investigation only if corroborative evidence can be obtained. If a complainant refuses to make his or her complaint in writing or to sign the complaint, the police supervisor will attempt to verify the true identity of the complainant and record in writing all allegations made by the complainant. If no such corroborative evidence exists, no investigation shall occur, no disciplinary action shall be taken against the accused Member, and the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report regarding the allegation. This does not preclude constructive discussion between a Member and his supervisor.

Section 15.8. Grievance Procedures. If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall be subject to the grievance procedure beginning at the City Manager level.

ARTICLE 16

DISCIPLINE

Section 16.1. Discipline for Cause. No Member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. In addition to violations of Laws and Ordinance, Personnel Rules and Regulations, Departmental Rules and Regulations, and this Agreement, examples of just cause may include, but are not necessarily limited to, the following:

- A. Failure to follow the lawful orders of a person authorized to give such orders;
- B. Absence from work without permission;
- C. Habitual absence or tardiness;
- D. Failure to perform assigned work in an acceptable manner;
- E. Waste of material, property or working time;
- F. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
- G. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
- H. Rudeness in dealing with the public;
- I. Any conduct which adversely reflects on the professional reputation of the Member, the Division of Police, or police officers in general, or which evidences a lack of fitness or ability of the Member to perform the duties of a police officer in accordance with the standards of service established by the City for its Division of Police; or
- J. Any felony, any crime involving a minor, any sex offense, any offense of violence, any theft offense, or any drug abuse or alcohol related offense. Any Member who is charged with or arrested for any such offense may be placed on administrative leave (with pay), but may not be placed in a non-pay status or be discharged for reasons related to the offense until a final disposition of the matter is made.

Section 16.2. Progressive Discipline. The principles of progressive disciplinary action shall be followed with respect to minor offenses. For a minor offense, a minor reprimand, a written reprimand, and a suspension shall be given prior to demotion or dismissal. Disciplinary action shall ordinarily be taken in the first instance by the Member's immediate supervisor and secondarily by higher supervisory authority in the Division. The failure of the immediate supervisor to take such action shall not preclude any higher supervisory authority in the City from initiating disciplinary action. Such action may consist of any action which is appropriate to the offense including:

- A. Minor reprimand;
- B. Formal written reprimand;
- C. Suspension from duty without pay;
- D. Demotion in rank or reduction in step pay;
- E. Dismissal.

Any disciplinary action which affects the pay or status of a Member shall be reviewed and approved by the City Manager prior to becoming effective. Nothing in this Section shall be deemed to preclude a Member from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in this Agreement and, where not in conflict with this Agreement, the Worthington Codified Ordinances shall control.

Disciplinary action shall, in all cases, be dealt with in a confidential manner. Specifically, Members who are or who may be the subject of any disciplinary action and supervisors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who by regulations, ordinance, or other law are entitled to such information.

Section 16.3. Responsibility for Discipline. The duty of maintaining discipline among Members shall rest initially with the immediate supervisor who may consult, or be ordered to consult, up the chain of command culminating with the Chief of Police and finally with the City Manager or designee.

Section 16.4. Copy of Discipline Record. Whenever a disciplinary action is taken which results in a disciplinary action the Member shall be given a copy of such record.

Section 16.5. Disciplinary Hearing. Prior to the imposition of any suspension, reduction in rank or pay, or dismissal, a Member shall be afforded the opportunity for a hearing before the City Manager or designee. A Member may waive, in writing, his or her right to such a hearing and, upon doing so, shall be deemed to have irrevocably waived his or her right to any appeal of the suspension, reduction in rank or pay, or dismissal under any other provision of this Agreement or the Charter and Ordinances of the City.

The Member shall receive, at least five (5) days prior to the date of the hearing, written notice of (1) the date, time, and place of the hearing, and (2) the specific matters or charges which will be considered at the hearing, together with the description of any testimony, documents or other evidence to be introduced by the City at the hearing. The Member may request a continuance of the hearing date, which shall be granted, provided that the rescheduled hearing is held within a reasonable period of time. The City Manager, or designee, may also reschedule this hearing.

At the hearing, the City shall present the facts and circumstances which support the proposed suspension, reduction in rank or pay, or dismissal, together with any testimony, documents, or other evidence related thereto. At the hearing, the Member shall have the right to be represented by a Lodge representative and/or Lodge Attorney and to present testimony, documents, or other evidence and to call witnesses. The City and the Member shall each have the right to question the witnesses of the other. The City Manager shall record the hearing and provide, upon request, a complimentary copy of the recording to the Member, unless the City Manager or designee and the Member agree that a record is unnecessary.

After the close of the hearing, the City Manager, or designee, shall issue a written decision, and mail or deliver it to the Member and the Lodge Representative and/or Lodge Attorney, if any, as soon as practicable. The City Manager, or designee, shall endeavor to notify the Member prior to make a public statement regarding the disposition of the hearing.

If the City Manager and/or designee, was materially involved in the determination to seek a suspension, reduction in rank or pay, or dismissal, or in the investigation or consideration of the same, an individual, outside the Division of Police, with no such involvement, shall conduct the disciplinary hearing provided by this Section. This individual shall be appointed by the City Manager.

ARTICLE 17

PERSONNEL RECORDS

Section 17.1. Personnel File. One personnel file shall be maintained for each Member and shall be in the custody of the Personnel Director. The personnel file shall contain all the official records of the City regarding an individual Member. Where past disciplinary actions or allegations of misconduct are relevant to considerations of future disciplinary action or of promotion, only those disciplinary actions of record contained in the personnel file shall be considered. A Member may review his or her personnel file at reasonable times upon written request to the Personnel Director. Copies of documents shall be made available to the Member at no charge; said copies shall be marked "Employee's Copy". The confidentiality of matters contained in a personnel file shall be the responsibility of the Personnel Director who shall release only such information permitted by law. The City shall comply with the provisions of Ohio law regarding personnel records of Members, including the provisions of Section 149.43 of the Ohio Revised Code. In recognition of the legal requirement to protect a Member from disclosure of certain personal information, including his or her home address and telephone number, the City shall (1) require any person seeking to inspect the personnel records of a Member to identify himself or herself and (2) prior to inspection, redact any information which is not subject to inspection pursuant to applicable law. A Member shall be notified of any inspection of his or her personnel file made pursuant to Section 149.43 of the Ohio Revised Code.

The City may ask for but shall not require a written request for copies of all or a portion of the personnel file of a Member and shall provide such copies no sooner than the close of the next business day after receipt of the request. The City shall endeavor to immediately notify the Member, by telephone or other practical means, of such request in order to provide the Member with the opportunity to take action with respect to such request.

Where a request to inspect or copy the personnel file of a Member has been made, the City shall, as soon as practicable, make the file available to the Member without first requiring the Member to make a written request for access to the file.

Section 17.2. Retention of Records. All actions of record, including minor reprimands, written reprimands, suspensions, or dismissal, will be maintained in each Member's personnel file throughout the Member's period of employment with the exception that (1) records of minor reprimands shall be removed from the file, upon request of the Member, one (1) year after such was given if no further disciplinary action has occurred; (2) records of written reprimands will be removed from the file, upon the request of the Member, two (2) years after such was given if no further disciplinary action has occurred; (3) suspensions involving vehicular accidents, not resulting in death or serious injury, shall be removed from the file, upon the request of the Member, five (5) years after such was given if no further disciplinary action of the same or similar nature has occurred; and (4) suspensions other than those involving vehicular accidents shall be removed from the file, upon the request of the Member, ten (10) years after such was given if no further disciplinary action of the same or similar nature has occurred. Written reprimands and suspensions so removed from a personnel file shall be destroyed. In any case in which a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure or by the Personnel Appeals Board, by an Arbitrator, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmation. Copies of commendations, letters of appreciation and like matters concerning an individual Member shall also be maintained in his or her personnel file. The City shall take such steps as are necessary pursuant to Section 149.351 of the Ohio Revised Code to comply with the provisions of this Section.

The aforementioned provisions shall apply with the following exception. Disciplinary records or reprimands that are for untruthfulness, bias, and/or criminal charges shall not be destroyed, but will be maintained in the personnel file until the defined period of retention. Records of discipline concerning issues of untruthfulness, bias, and/or criminal charges will be moved to an out-of-date materials file once they reach the time of destruction under the retention schedule. Items in the out-of-date file will not be used for progressive discipline.

Section 17.3. Inaccurate Documents. If, upon examining the personnel file, a Member has reasons to believe that there are inaccuracies in documents contained therein,

he/she may write a memorandum to the Personnel Director explaining the alleged inaccuracy. If the Director concurs with the Member's contentions, the Director shall either correct or remove the faulty document or attach the Member's memorandum to the document in the file and note thereon his/her concurrence or disagreement with the memorandum's contents. The decision of the Personnel Director in regard to inaccurate documents shall be final.

Section 17.4. Placement or Material in Personnel File. No document which does not include as a part of its normal distribution a copy to the Member, or which does not originate with the Member, shall be placed in the personnel file unless the Member is provided a copy. Anonymous material shall never be placed in the Member's personnel file except as provided for in Section 15.7.

ARTICLE 18

SAFE EQUIPMENT

Section 18.1. Safe Equipment. The City and Members shall use their best efforts to maintain in the best possible working condition the tools, facilities, vehicles, supplies and equipment furnished by the City. Members shall be responsible for reporting potentially unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

ARTICLE 19

WORK RULES

Section 19.1. Work Rules. The City shall promulgate and distribute work rules to all Members. An allegation by a Member that a work rule, General Order, or the like as applied to such Member is in violation of a specific provision of this Agreement or is in conflict with this Agreement shall be subject to the Grievance Procedure. The City will provide the Lodge copies of any revised or new work rules, General Orders, and like matters. The City shall not expect Members to comply with revised or new work rules, General Orders, or like matters until they have been promulgated and distributed.

ARTICLE 20

NEGOTIATIONS AND DISPUTE RESOLUTION

Section 20.1. Negotiation Committees. The Lodge and the City have the right to select their own Negotiations Committee and to change Committee Members at will. The Lodge specifically reserves the right to have the Lodge President or designee, the Lodge attorney, accountants or consultants selected by the Lodge, serve as Member(s) of the Negotiation Committee. Members serving on the Lodge's Negotiations Committee may serve on paid status during the portion of time when negotiations correspond to such Members' regularly scheduled on-duty time; where negotiations occur on a Member's regularly scheduled off-duty time, the Member shall be permitted, with approval of the Chief or designee, to flex his or her work schedule to attend negotiations in paid status.

Section 20.2. Obligation to Bargain. The City and the Lodge are obligated to bargain collectively with one another in good faith effort to reach agreement. Good faith means that both the City and the Lodge will deal with the chosen representatives of the other; will deal with each other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counterproposals, to compromise, and to make agreements, all subject to final ratification; will provide supporting data and rationale for its own proposals and counterproposals; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reserve positions previously taken. Such good faith bargaining does not mean that either the City or the Lodge is compelled to agree to a proposal nor does it require the making of a concession.

Section 20.3. Information. The City and the Lodge shall provide each other with such relevant financial and other information as may reasonably be requested to assist the City and the Lodge, develop proposals and counterproposals, and to negotiate in good faith.

Section 20.4. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21, of the Ohio Revised Code. Such meetings will be held at

least once every week, unless mutually agreed otherwise, during a period of time agreeable to the parties.

Section 20.5. Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson designated by each party.

Section 20.6. Minutes. The City and the Lodge may each informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 20.7. Initial Meeting. At the initial negotiations meeting, the Lodge will explain the basic structure and content of its proposals, and at the second negotiations meeting, the City will explain the basic structure and content of its proposals, except that either the City or the Lodge may reserve its presentation as to economic matters to a later date. Nothing herein precludes either the City or the Lodge from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 20.8. Caucus and Adjournment. Both the City and the Lodge have the right to call a caucus at any time or to adjourn the negotiations session.

Section 20.9. Confidentiality. The City and the Lodge recognize the necessity of maintaining confidentiality during the collective bargaining process. To that end, there shall be no comment or release made to the media concerning any aspect of negotiations prior to five days before the arbitration hearing, unless such a release is made by mutual agreement.

Section 20.10. Agreement Approval.

- A. Bargaining Unit Approval. Within seven (7) days of the date upon which the Negotiations Committees finalize in Agreement, the Lodge shall submit to Members a request for ratification of the Agreement, the result of which shall be immediately communicated to the City.
- B. City Approval. Upon ratification by the Bargaining Unit and within fourteen (14) days of the date upon which the Committees finalize in Agreement, the City shall submit to City Council a request for approval of

funds necessary to implement the Agreement, for approval of the remaining provisions of the Agreement, and for authority for the City Manager to execute same. City Council shall approve or reject the submission as a whole, and the submission shall be deemed approved if Council fails to act within thirty (30) days after the City submits the Agreement. When so approved by Council and by the Members, the Agreement shall be binding upon the City, City Council, the Lodge and the Members of the Bargaining Units.

Section 20.11. Reopening Negotiations. If either City Council or the Members reject the submission, either the City or the Lodge may reopen all or part of the entire finalized Agreement. Upon reopening, the City and the Lodge shall negotiate for a period of five (5) calendar days in an attempt to reach an Agreement. If an Agreement is not reached and such period is not extended by mutual agreement, the provisions of Section 20.12 (Dispute Resolution) shall be followed notwithstanding the time provisions thereof.

Section 20.12. Dispute Resolution. Upon agreement of the parties that they are unable through negotiations to reach a successor Agreement, either the City or the Lodge, or both jointly may call for all issues in dispute to be submitted to the following negotiated Mediation-Arbitration procedure, in lieu of the provisions of Section 4117.14(C), of the Ohio Revised Code.

- A. Mediation. The State Employment Relations Board ("SERB") shall be requested to immediately appoint a mediator to assist the parties in the collective bargaining process.
- B. Arbitration. If, after receiving assistance of the SERB mediator, the City and the Lodge are unable to reach an agreement, they shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Mediation may continue pending the arbitration hearing.
- C. Citizen's Conciliation Council. A three (3) member Citizen's Conciliation Council (the "CCC") consisting solely of residents of the City of Worthington, shall be appointed. The City and the Lodge shall each select

one member who shall select the third member who shall also be the CCC Chairperson. If the two members cannot agree upon a third member within five (5) days after their appointment, SERB shall be requested to appoint the third member.

D. Arbitration Guidelines. The following guidelines shall apply to final offer settlement arbitration proceedings under this Article.

1. The City and the Lodge shall submit to arbitration by the CCC those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Lodge.
2. The City and the Lodge, in conjunction with the CCC, shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the CCC. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the CCC and the other party a written report summarizing the unresolved issues, each party's final offer as to the issues, and the rationale for their positions.
3. At the arbitration hearing, the CCC, at the request of either the City or the Lodge, or on its own initiative, shall hear testimony from the parties and accept other evidence relevant to the issues in dispute. The CCC shall have the authority to issue subpoenas, administer oaths, and to make a written record of any hearing.
4. After the hearing, the CCC shall, as expeditiously as practicable, resolve the dispute between the City and the Lodge by selecting, on an issue-by-issue basis, from between each party's final offers on those issues in dispute, taking into consideration, pursuant to Section 4117.14(G)(7) of the Ohio Revised Code, the following items:
 - a. Past Agreements between the parties;
 - b. Comparison of the issues submitted to final offer settlement and each party's final offer as to each issue with respect to

wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size in Central Ohio communities of similar size;

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

The determination of all issues shall require the majority vote of the CCC. The CCC shall make written findings of fact and shall issue a written opinion and order upon the issues presented to it, and upon the record made before it and shall mail or otherwise deliver a true copy thereof to the City and the Lodge.

- E. Effective Date. Increases in rates of compensation and other matters with cost implications awarded by the CCC shall be effective on January 1, 2013, and retroactive to that date, if necessary. The parties may, at any time, amend or modify the CCC award or order by mutual agreement.
- F. Agreement Continues. The parties shall continue in full force and effect all the terms and conditions of this Agreement for a period after the expiration date thereof, until the final decision of the CCC has been issued and incorporated into a new Agreement. The decision of the CCC, in accordance with Section 4117.14(I), of the Ohio Revised Code, is final and will be binding upon the parties. The City and the Lodge shall take whatever actions are necessary to implement the decision of the CCC in the shortest practicable period of time.
- G. State Law. The award of the CCC made under this Agreement is subject to Chapter 2711 of the Ohio Revised Code.

H. Costs. The parties shall bear equally the cost of the arbitration procedure.

ARTICLE 21

POLICE OFFICER SPECIAL DUTY

Section 21.1. Special Duty. Special duty is the employment of a Member by a separate and independent employer for the purpose of performing law enforcement or related activities.

Section 21.2. Restrictions on Special Duty. A Member shall not be employed in a special duty capacity to work:

- A. More than twenty-five (25) hours of special duty per week, except where such Member is on leave (other than sick or disability leave). The intent of this provision is to limit the total number of scheduled and special duty hours worked in one work week to not more than sixty-five (65) hours in the aggregate;
- B. Unless approved by Chief or designee, in any establishment where alcoholic beverages are sold or consumed;
- C. In plain clothes outside the City of Worthington;
- D. As a bodyguard; or
- E. In any peacekeeping function including, but not limited to, labor strikes.

Section 21.3. No Overtime. Hours worked in a special duty capacity by a Member shall be excluded from the calculation of hours for which such Member may be entitled to receive overtime compensation.

Section 21.4. Worker's Compensation. Where a Member files a Worker's Compensation claim against a private employer for whom such Member was employed in a special duty capacity and such claim is denied on the basis that the Member was not an employee of such private employer, the City shall not contest the Member's status as an employee of the City in a claim filed against the City. Nothing contained in this Article shall be construed as limiting the right of the City to contest the nature and extent of the claim filed against the City by the Member.

Section 21.5. Injury Leave. A Member who is injured while performing special duty shall be entitled to injury leave

pursuant to the provisions of Section 23.6 of this Agreement.

Section 21.6. Professional Liability Insurance. To the extent that special duty activities are not currently covered under the policy of professional liability insurance carried by the City, the City shall endeavor to obtain such coverage without, however, having to expend extraordinary funds to obtain same. The City shall endeavor to notify Members of any restrictions, exceptions, or exclusions contained in such professional liability insurance policy as it relates to special duty activities. The City does not make any representation regarding the extent of coverage under such policy of insurance, it being recognized by the Lodge and the City that coverage under such policy of insurance depends entirely on the facts and circumstances of each claim.

Section 21.7. Use of City Property. A Member who works in a special duty capacity may wear his or her uniform and may use such other equipment and property of the City as may be available for such use without interfering with the operations of the Division of Police.

Section 21.8. Discipline. The provisions of Article 15 shall apply to Members while working in a special duty capacity.

ARTICLE 22

WAGES

Section 22.1. Wage Rates:

A. The following wage rates will be effective the first day of the pay period which includes January 1, 2010.

	Step A	Step B	Step C	Step D
Police Officer				
Hourly	\$21.8404	\$26.2209	\$28.3507	\$33.6084
Annual	\$45,427.99	\$54,539.40	\$58,969.43	\$69,905.56
Sergeant				
Hourly	\$35.7748	\$38.6716		
Annual	\$74,411.53	\$80,436.98		
Lieutenant				
Hourly	\$41.4134	\$43.0567		
Annual	\$86,139.82	\$89,558.01		

Each Member covered by this Agreement shall receive a one time lump sum payment from the City in the amount of one thousand dollars (\$1,000), minus applicable withholdings, payable in the first full pay period after the ratification and execution of this Agreement. This lump sum payment is unrelated to hours of employment or service. This lump sum payment shall not be calculated or considered in or with any overtime or other payments.

B. The following wage rates will be effective the first day of the pay period which includes January 1, 2011.

	Step A	Step B	Step C	Step D
Police Officer				
Hourly	\$22.3864	\$26.8764	\$29.0595	\$34.4487
Annual	\$46,563.69	\$55,902.89	\$60,443.67	\$71,653.20

Sergeant

Hourly	\$36.6691	\$39.6384
Annual	\$76,271.82	\$82,447.90

Lieutenant

Hourly	\$42.4487	\$44.1332
Annual	\$88,293.32	\$91,796.96

C. The following wage rates will be effective the first day of the pay period which includes January 1, 2012.

	Step A	Step B	Step C	Step D
Police Officer				
Hourly	\$23.0580	\$27.6827	\$29.9312	\$35.4821
Annual	\$47,960.60	\$57,579.97	\$62,256.98	\$73,802.79

Sergeant

Hourly	\$37.7692	\$40.8276
Annual	\$78,559.97	\$84,921.34

Lieutenant

Hourly	\$43.7222	\$45.4571
Annual	\$90,942.11	\$94,550.87

Section 22.2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan as set forth in Section 22.1.

A. Police Officers.

The "A" step shall be the minimum rate and shall be the hiring rate for police officers. A Member shall be advanced by the City to the "B" step after successful completion of his or her initial probationary period which, unless extended, is twelve (12) months of continuous service from the member's

initial hire as a Police Officer. A member's initial probation may be extended for a maximum of twelve (12) additional months. A Member shall be advanced by the City to the "C" step after completion of twenty-four (24) months of continuous service from date of hire. A Member shall be advanced by the City to the "D" step after completion of thirty-six (36) months of continuous service from date of hire.

B. Sergeants and Lieutenants.

When a Member is promoted to the rank of Sergeant or Lieutenant, the pay rate shall be step "A" of the rate provided for such rank. The Member shall be advanced by the City, to the "B" step after completion of twelve (12) months of continuous service from the date of promotion.

C. Continuous Service.

For the purpose of this Article, "continuous service" shall mean time in paid status, time on military leave, and time on authorized unpaid leave as a result of a service-related injury. Time off for unauthorized leave or for disciplinary reasons shall delay wage step increases for the number of workdays involved.

D. Pension Pickup.

The full amount of the statutorily required employee contribution to the Ohio Police and Fire Pension Fund ("the Fund") shall be withheld from the gross pay of Members and shall be "picked up" (assumed and paid to the Fund) by the City. This "pick-up" by the City is and shall be designated as public employee contributions and shall be in lieu of contributions to the fund by each such Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee's contribution to the fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 22.3. Temporary Work Assignment. Any Member who is designated to, and performs the duties of a higher rank for four (4) consecutive hours (reduced to two (2) consecutive hours, effective January 1, 2008) shall be paid at the "A" step of that higher rank for all hours of such work performed.

Section 22.4. Annual Service Credit. Effective January 1, 2009, Members shall receive an annual service credit payment based on the completed years of continuous service according to the following schedule:

Five through Ten Years	\$1150.00
Eleven through Fifteen Years	\$1300.00
Sixteen through Twenty Years	\$1400.00
Twenty-One years and above	\$1500.00

Effective January 1, 2012, Members shall receive an annual service credit payment based on the completed years of continuous service according to the following schedule:

Five through Ten Years	\$1200.00
Eleven through Fifteen Years	\$1350.00
Sixteen through Twenty Years	\$1500.00
Twenty-One through Twenty-Five Years	\$1700.00
Twenty-Six years and above	\$1900.00

The annual service credit payment shall be made in accordance with the above schedule, in a separate lump sum payment based on the completed years of continuous service as an employee of the City as of the first day in July and paid during the second pay period in July each year.

If a Member resigns or retires before or after the payment of the annual service credit, he or she shall be paid a prorated share of the annual service credit for the partial year of service, if in good standing at the time of resignation or retirement. Members who resign or retire prior to the 15th calendar day of any month shall receive credit for all months of service prior to the current month. Members who resign or retire on or after the 15th calendar day of any month shall receive credit for all months of service including the current month.

Section 22.5. Field Training Officer. Members are encouraged to pursue designation as Field Training Officers ("FTO"). Any Member who is designated to, and performs the duties of a FTO shall be compensated at an additional \$2.25 per hour for all hours when performing the duties of a FTO. FTO pay shall not apply to the Member's overtime hourly rate.

ARTICLE 23

REGULAR WORK PERIODS AND OVERTIME

Section 23.1. Hours of Work. The work week shall consist of forty (40) hours based upon five (5) eight (8) hour workdays or four (4) ten (10) hour workdays, as applicable.

Section 23.2. Overtime. Any hours in paid status in excess of eight (8) hours or ten (10) hours, as applicable, per workday or forty (40) hours per work week shall be compensated at the rate of one and one-half (1½) times the Member's regular hourly rate of pay, and twice the Member's hourly rate for hours worked on the Member's second or third day off, unless the member voluntarily works an overtime assignment. A Member's second day or third day off shall begin with the Member's normal end time and continuing twenty-four (24) hours thereafter. No Member shall be paid for overtime work that has not been authorized by the Chief or designee. "Paid status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, vacation, injury, military and sick leave.

Section 23.3. Call-in Pay and Court Pay.

Whenever a Member is called in or called back to work at such a time that does not abut their shift, the Member shall receive pay or compensatory time credit at the rate of one and one-half (1½) times the regular hourly rate of pay for all hours worked and twice the hourly rate for hours worked on the Member's second or third day off, with a minimum of three (3) hours for each call-in or call-back. Members who are required to appear in court or any court proceedings during hours other than their regular shift hours shall receive pay in accordance with this Section for all such hours worked or the minimum hours provided, whichever is greater. This shall include a maximum one-half hour travel time between the Division and any court outside the city limits of Worthington and exclude unassigned preparation time. A Member's call in or call back abuts his or her shift only when the Member reports for said call in or call back less than one-half hour from the start or end of his or her regular shift.

Section 23.4. Stand-by Pay. Whenever a Member is required to be on stand-by status away from his or her work site

outside of his or her regular shift hours, the Member shall be compensated at the rate of one and one-half (1 ½) times the Member's regular rate of pay for all such hours in stand-by status. A Member shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each stand-by. Compensation for stand-by pay shall be paid only if such status is specifically authorized by the City Manager, Chief or court official.

Section 23.5. Compensatory Time. In lieu of payment for overtime worked, a Member may elect to receive compensatory time off. A Member may accumulate not more than two hundred forty (240) hours of compensatory time for hours worked. Any Member who accumulates more than two hundred forty (240) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of two hundred forty (240) hours.

Section 23.6. Payment of Accrued Compensatory Time Upon Separation. A Member who has accrued compensatory time shall, upon termination of employment for any reason, be paid the unused compensatory time at the regular rate of pay received by the Member at time of separation.

Section 23.7. Use of Compensatory Time. A Member who has accrued compensatory time and who has requested the use of such time shall be permitted to use such time at the requested time or within a reasonable time after making the request, provided that the use of time does not unduly disrupt the operations of the Department. Effective January 1, 2011 compensatory time may be taken in one-half (1/2) hour increments.

Section 23.8. Substitution (Trading) of Time. If a Member, with the approval of the Member's supervisor, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member of the same rank, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department shall keep a record of the hours of substitute work.

Section 23.9. Detective On-Call. Whenever a Member is assigned to the Detective Bureau and is required to be on "on-call" status outside of his regular shift hours, the Member shall be compensated at the rate of One Dollar (\$1.00) for every hour of "on-call" status. Compensation

for "call-in" pay shall be paid only if the Chief or the Detective Bureau Commander specifically authorizes such status. Detective on-call pay shall not apply to the Member's overtime hourly rate.

Section 23.10. Bureau Commander Vehicles. Bureau Commanders will be allowed to take home a Division vehicle, with approval of the Chief, or designee, when serving in a special assignment status. This provision shall be accomplished with the existing fleet of vehicles and vehicles will not be designated for Bureau Commander take home use.

ARTICLE 24

LEAVES

Section 24.1. Holidays. The following days are paid holidays:

1. New Year's Day - January 1st
2. Martin Luther King Day - 3rd Monday in January
3. President's Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - 1st Monday in September
7. Columbus Day - 2nd Monday in October
8. Thanksgiving Day 4th Thursday in November
9. Day following Thanksgiving - 4th Friday in November
10. Christmas Day - December 25th
11. The Half-day before Christmas Day
12. The Half-day before New Year's Day
13. Member's Personal Holiday

Section 24.2. Holiday Leave Pay.

Holiday leave pay for all Members who are required to work holidays on a regular basis shall be compensated by crediting each Member with 112 hours of holiday pay. Any balance of unused time remaining as of December 1st shall be paid in an additional check, in the first pay period of December. Should a Member resign, retire, or be separated from employment after December 1st but prior to the end of the calendar year, the City shall withhold from the last pay due Member pay for any holiday for which the Member was compensated but that occurs after his or her resignation, retirement, or separation.

The foregoing holiday leave days shall be taken in the year in which they are earned. To receive holiday leave pay for an observed holiday, a Member must not have been absent without authorized leave on either the day before or after the holiday. A Member on sick leave the day before or after a holiday may be required by the City to present a doctor's certificate to become eligible for holiday leave pay. Holiday leave may be taken in one (1) hour increments.

In addition, the following holidays which are worked by a Member of the rank of Sergeant or below, and assigned to

uniformed patrol for the holiday, will be compensated at the rate of one and one-half (1½) times the Member's regular hourly rate of pay. The holidays are: Thanksgiving, Christmas and New Year's Day.

Section 24.3. Vacation Leave. The following provisions shall apply to the administration of vacation leave for Members.

A. Vacation Accrual. All Members with eight (8) years or less of continuous service with the City shall be entitled to one (1) workday of paid vacation for each calendar month of service. Members with more than eight (8) years but less than twelve (12) years of service shall accrue paid vacation at the rate of one and one-half (1½) workdays per calendar month of service. Members with more than twelve (12) years, but less than sixteen (16) years of service to the City shall accrue paid vacation at the rate of one and three-fourths (1¾) workdays per calendar month. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two (2) workdays per calendar month. Members shall accrue vacation hours on an annual basis, effective January 1, 2008, pursuant to the following schedule:

B.

Beginning Years of City Service	Annual Vacation Accrual Hours	Hours Accrued Per Month
0-4	96	8
5-8	104	8.66
9-12	144	12
13-15	168	14
16-20	200	16.66
21+	216	18

C. Vacation Accumulation and Pay. Accumulation of unused vacation credit up to two hundred and forty-eight (248) hours shall be permitted if it is not practicable for the City to grant leave to the Member to take his or her vacation annually. Effective January 1, 2011, accumulation of unused vacation credit up to two hundred and eighty-eight hours (288) shall be permitted for Members with twenty-one (21) or more years of service if it is not practicable for the

City to grant leave to the Member to take his or her vacation annually. Pay shall be based on the hourly rate in effect at the time such leave is taken. Requests for vacation leave shall be made to the Chief as far in advance as reasonably practicable. Vacation leave may be taken in one (1) hour increments.

Annual vacation may be taken prior to one (1) year of continuous service in direct ratio to time worked. For the purpose of determining vacation benefits, probationary status shall be included with regular status in the computation of continuous service.

Subject to the provisions of Section 24.12, upon termination of service with the City for any reason, a Member's accumulated but unused vacation time shall be paid to a Member at the rate of pay in effect at the time of termination.

C. Pay In Lieu of Vacation. Members with eight (8) years of continuous service with the Division may request up to forty (40) hours of vacation leave converted to pay after they have taken 120 hours of vacation. Requests shall be submitted in writing to the Finance Director by November 15, to be paid with the first payroll in December. If the requests exceed \$15,000 annually, each request will be granted on a pro-rata basis.

Section 24.4. Sick Leave. The following provisions shall apply to the administration of sick leave for Members:

A. Sick Leave Accrual. Members shall be entitled to sick leave with pay at the rate of ten (10) hours for each completed calendar month of service. Sick leave may be accumulated without limit.

The City will grant credit for sick leave days to those Members who have served previously with other Federal Government, State Government or political subdivisions of the State. A maximum of three (3) years credit can be given and shall apply to sick leave only.

B. Sick Leave Use. Sick leave shall be allowed only in case of actual illness, injury, disability, or pregnancy-related condition of the Member; or illness, injury or pregnancy-related condition of the Member's immediate family reasonably requiring the presence of

the Member; or for necessary appointments with licensed practitioners; or for confinement because of quarantine, communicable disease or death in the immediate family. Immediate family is defined as a Member's spouse, parents, step-parents, children, step-children, grandparents, siblings, step-brother, step-sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian or other person in loco parentis.

If sick leave is used because of death in the immediate family, such leave use shall be limited to five (5) days, however it may be extended at the sole discretion of the City Manager when special circumstances are presented.

Sick leave may also be used in the case of adoption or natural childbirth should either parent choose to be the primary caregiver. Such use of sick leave shall be allowed only until the child is six weeks of age.

A Member granted sick leave for an illness or injury of the Member where the condition prevents the performance of their duty must be at a designated location (normally their residence) during duty hours. If a Member needs to leave this location for other than an emergency or a doctor's appointment, he or she must first notify a supervisor. Effective January 1, 2011, this fourth paragraph of Section 24.4 (B) shall only apply to "short term" periods of sick leave use of five (5) days or less. The Chief, in his sole discretion, may allow a Member release from this fourth paragraph of Section 24.4 (B) where conditions so warrant.

- C. Sick Leave Verification. Whenever a Member uses sick leave, the Member may be requested by the Chief, or designee, or the Director of Personnel, to submit a certification from a licensed practitioner verifying use of sick leave. A Member may not use the day immediately preceding or following a holiday or day for which overtime rates are paid as sick time unless the Member provides the Chief, or designee, or the Director of Personnel with a signed certificate from a licensed practitioner verifying his or her use of sick leave.

D. Sick Leave Notification. In requesting sick leave, a Member shall notify his or her supervisor as far in advance as possible, however, such notification shall be made not later than one (1) hour prior to the time the Member is scheduled to report to work. The Director of Personnel may waive this provision if the Member submits evidence to the Director of Personnel which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.

E. Sick Leave Payment Upon Termination. A Member who is to be separated from City service through retirement, layoff, or resignation in good standing after completion of fifteen (15) years continuous service with the City may, if he or she so desires, be paid in a lump sum according to the following schedule:

1. No lump sum payment for Members with less than two hundred thirty-two (232) hours;
2. Members with two hundred thirty-two (232) hours or more shall be able to convert all accrued hours at a rate of thirty percent 30% up to a maximum of six hundred forty (640) converted hours. Effective January 1, 2012, Members with two hundred thirty-two (232) hours or more shall be able to convert all accrued hours at a rate of thirty-five percent 35% up to a maximum of six hundred forty (640) converted hours.
3. Paid at the average hourly rate of pay for the last three (3) years prior to the time of separation.

The definition of retirement shall be as so defined by the Ohio Police and Fire Pension Fund as to when the Member is eligible to collect retirement benefits at the time the Member leaves the service of the City.

F. Sick Leave Payments Upon Death. A Member who dies shall be paid in a lump sum for his or her accrued but

unused sick leave hours according to the following schedule:

1. If a Member is killed while in the performance of his or her job duties, or dies as the result of an injury, illness, and/or disease sustained or contracted in the line of duty, the surviving spouse, or secondarily the Member's estate, shall be paid one hundred percent (100%) of the value of the Member's accrued sick leave at the regular rate of pay in effect at the time of the Member's death.
2. If a Member dies other than in the manner specified in subsection (F)(1), sick leave hours accrued but unused by a Member shall be paid in accordance with subsection (E).

G. Initial Grant of Sick Leave. New Members shall be granted at the date of their initial hire an "advance" of forty (40) hours of sick leave. No additional sick leave will be allowed to accumulate until the end of the Member's fifth month of employment.

H. Special Sick Leave Conversion. A Member who has accumulated six hundred forty (640) or more hours of sick leave as of the first pay period in December in any calendar year may elect to convert a maximum of eighty (80) hours of such unused sick leave to thirty-two (32) hours of vacation leave. This special conversion option may be exercised only in the first pay period in December.

Section 24.5. Military Leave. All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the O.R.C., for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the

service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in the preceding paragraph will be granted military leave for mob, riot, civil defense, or similar emergency duties when so ordered by the Governor to assist Civil Authorities. If such emergency military leave exceeds the 176 hours of authorized military leave for the calendar year, up to an additional 176 hours of emergency military leave shall be granted with pay provided that any payment of these additional 176 hours is subject to being offset by any receipt of military pay provided to the member, subject to the offset formula set forth in the following paragraph. The leave will cover the official period of the emergency.

Members who are called or ordered to service by the President of the United States or an act of Congress for periods beyond one hundred and seventy-six (176) hours within the calendar year are entitled to leave of absence and to be paid the difference between the Member's gross monthly wage and the sum of the Member's gross uniformed pay and allowances for the month.

No pay for such periods will be received if the Member's military pay exceeds the Member's pay as a City employee.

Section 24.6. Injury Leave. All Members shall be allowed injury leave with pay not to exceed 1440 hours for an injury incurred in connection with an incident related to his or her employment with the City. Cardiovascular, respiratory and pulmonary disabling conditions shall be reviewed on a case-by-case basis to determine whether they are employment related. After all injury leave is used, the Member may elect to use accumulated sick leave, vacation, or other paid leave. Injury leave may be granted to a Member only for injuries or other disabilities determined by a licensed physician, in consultation with the City Physician, to have so disabled the Member that he or she cannot perform the duties of his or her position. The City Manager has the discretion to extend paid injury leave for up to an additional 1440 hours. The City Manager's exercise of discretion as to whether to grant or not to grant this additional extension is not subject to the grievance/arbitration procedure.

Injury leave shall be granted only upon written recommendation of the City Physician and the Chief of Police and with approval of the City Manager.

Should a Member incur an injury during off-duty hours, not related to his or her employment as a law enforcement officer acting within the scope of duty, the Member shall use sick leave, compensatory time, and then other paid leave, or at his or her option, utilize disability leave as provided in Section 24.11. If more leave is required, the Member may request of the City additional unpaid leave time.

Section 24.7. Restricted (Light) Duty. In cases where a Member who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or the Member may request, to be placed in a restricted (light) duty assignment. If the Member requests such restricted (light) duty assignment, the City shall make every reasonable effort to accommodate the Member's request to be placed in a restricted (light) duty assignment within the Police Department.

Section 24.8. Leaves of Absence. Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the Member's work may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable, within the limitations of the budget.

Section 24.9. Civil Leave. A Member shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission, or for the purpose of voting.

Section 24.10. Unauthorized Absence. Unauthorized absence shall constitute cause for disciplinary action.

Section 24.11. Disability Leave. In addition to the use of paid sick leave, a Member who is disabled and who will be unable to work for a period of more than two full weeks shall be allowed to take an unpaid disability leave of absence, or a period of time reasonably related to the nature and severity of the medical condition or disability. A Member shall provide notice of not less than two (2) weeks prior to the date of actual departure unless an

emergency medical condition prohibits such notice. Said notice shall include: (1) date of departure; (2) whether the Member intends to return to employment with the City; and (3) the Member's anticipated date of return to employment. Before returning from this unpaid leave, the Member shall provide certification from a physician that he/she is able to return to work and is able to perform his/her duties. Upon returning from this unpaid leave, the Member shall be returned to his/her previously held platoon assignment without loss of pay or benefits. Should a Member decide not to return to work while on unpaid leave of absence from the City, notification shall be provided to the City. Pregnancy related disabilities shall be treated as any other non-work related disability.

Section 24.12. Resignation. A Member who resigns without giving at least ten (10) calendar days prior written notice prior to the last working day with the City, shall forfeit any unused vacation leave credited, or pay in lieu thereof.

ARTICLE 25

FMLA LEAVE

Section 25.1 FMLA Leave. The City and the Lodge agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act of 1993 ("FMLA") and as the same may be amended.

|

ARTICLE 26

SHIFT DIFFERENTIAL

Section 26.1. Shift Differential. Effective January 1, 2009, a Member shall receive, in addition to his or her straight-time hourly wage, one dollar and twenty cents (\$1.20) per hour shift differential when the Member is assigned to work the second or third shift. Shift differential shall not apply to overtime hours. These shifts are defined as shifts in which the majority of assigned hours occur between 2:00 p.m. and 7:00 a.m. Effective the pay period which includes January 1, 2012, the shift differential shall increase to one dollar and twenty five cents (1.25) per hour. Shift differential shall be paid in a lump sum in the last pay period in December.

ARTICLE 27

UNIFORMS, CLOTHING ALLOWANCE AND PROPERTY

Section 27.1. Clothing Allowance. Effective January 1, 2009, all Members shall receive nine hundred twenty five dollars (\$925.00) annually to be spent for actual clothing and approved equipment purchases. Effective January 1, 2012, this annual allowance shall be increased to one thousand dollars (\$1,000.00.).

Section 27.2. Dry Cleaning. All Members shall receive one hundred thirty (130) uniform cleanings a year at no cost to the Members. The number of uniform cleanings per year shall not be pro-rated for a new Member's first year of employment.

Section 27.3. Damaged or Destroyed Personal Property.

- A. Personal property of a Member which is damaged or destroyed (not lost) in the line of duty will be replaced by the City at the Member's request, provided this request is made within ten (10) days of damage or destruction. Only personal property that is considered essential to the job function of a Member shall be considered for replacement. An example of items considered essential include: wristwatches, eyeglasses, medical necklaces and bracelets, briefcases, equipment bags, reference manuals, handcuffs and off duty firearms.
- B. Property will be replaced at the current market value with a limit of \$250.00. In the case of eyeglasses that are covered by insurance (vision care), the City will pay the Member's cost. Approved back-up firearms used by Members will be reimbursed or repaired with a limit of \$500.00 per year.
- C. Non-essential personal property will not be replaced if damaged or destroyed. This type of equipment is generally used by an employee for their own personal preference or benefit and is not necessary to the performance of job tasks. Items considered to be non-essential include, but are in no way limited to: cellular telephones, pagers, business writing instruments (i.e. Cross Pens) and laptop computers.

Members who use non-essential items on-duty will assume all risks for carrying such property.

- D. Requests for replacement of damaged personal property will be submitted in writing together with a requisition to the Chief for approval. Such requests shall include a statement of the circumstances leading to the damage.
- E. Damaged personal property may be replaced only if the loss occurs during the line of duty and if it can be shown that reasonable precautions would not have prevented such a loss. The City Manager shall review any claim for the replacement of lost personal property that, in the opinion of the Chief, is worthy of such consideration. The City Manager shall have sole and final discretion for the decision to replace such personal property.

Section 27.4. Protective Body Vests.

- A. A gender-specific protective body vest shall be an item of initial issue paid for by the City upon a Member's appointment to the Department. The protective Body Vest shall be newly purchased to properly fit the Member.
- B. To ensure Member safety and to take advantage of the protective body vests provided by the City, all uniformed Members assigned to plain clothes will be required to wear a protective vest when taking enforcement actions such as serving arrest warrants, search warrants, or while on surveillance, but will not be required to wear a vest on other routine duties.

Shift supervisors have the discretion to make this requirement optional when unusual conditions such as extreme heat are present. When this occurs, a written summary of the length of the optional period with justification will be forwarded through the chain of command to the Chief.

- B. Protective body vests shall be rated to meet or exceed National Institute of Justice standards for Type II armor.

- C. Protective body vests issued by the City shall be replaced every five (5) years by the City, at its expense, except where the vest and/or the vest cover becomes unserviceable because of normal use/wear and tear in less than a five (5) year period. Should the vest and/or the vest cover become unserviceable under those circumstances, the City shall replace the Member's vest and/or the vest cover at its expense. If the City determines that a vest is subject to a replacement solely due to abuse by the Member, the Member shall bear the cost of replacement.

ARTICLE 28

EMPLOYEE READINESS

Section 28.1. Training. As a condition of continuing employment, each Member shall be required to:

- A. Successfully complete a basic first aid course every three (3) years.
- B. Successfully complete a course and be certified in cardiopulmonary resuscitation annually.
- C. Successfully pass firearms qualifications examination twice annually.

The City shall arrange and pay the cost of enrollment, if any, for the foregoing courses.

Section 28.2. Health/Wellness Incentive. In order to promote the physical fitness and well being of Members, Members may voluntarily participate in Health/Wellness programs. No Member's participation or lack of participation shall be utilized to enhance or detract from that Member's consideration for assignment, promotion, demotion, discipline, or annual performance evaluation.

- A. In order to promote fitness, Members shall be permitted to exercise up to three (3) hours per week while on duty. Such exercise periods shall be taken in one (1) hour increments at the beginning or end of a work shift provided that adequate personnel levels are met and with the approval of the Member's supervisor.
- B. While participating in the permitted workout time, Members shall be entitled to injury leave if injured.
- C. In order to promote the use of City facilities, the City shall provide a Member with the option of payroll deductions for a membership to the City's Parks & Recreation Fitness Center. The City shall deduct the yearly membership fee from the Member's payroll check via twenty-six (26) evenly distributed payroll deductions. If the Member terminates employment with the City, the remaining balance of the yearly

membership fee will be deducted from the Member's final payroll check.

Section 28.3. Tuition Reimbursement.

A. Reimbursement Program.

Each Member, with one year of continuous employment, shall be eligible for reimbursement of tuition and fees, up to a maximum of two thousand dollars (\$2,000.00) per calendar year, in courses of instruction voluntarily undertaken that are job related. Effective January 1, 2011, reimbursement will be increased to a maximum of two thousand five hundred dollars (\$2,500). Effective January 1, 2012, reimbursement will be increased to a maximum of three thousand dollars (\$3,000).

Reimbursement, at the rate of ninety percent (90%) shall be based upon a Member receiving a grade of "C" or a passing grade where the course is pass-fail. No reimbursement shall be made when the final grade attained is less than a "C". Job relatedness will be determine first by the Chief and finally by the City Manager. Reimbursable courses of instruction will include all required courses necessary for job-related degree programs. Job-related courses are considered to be courses that improve and enhance a Member's ability to complete his or her job tasks. Additional job-related training or job-related courses of study not necessarily within a degree program may also be approved for reimbursement with the approval of the Chief and the City Manager. This learning shall also include on-line/long-distance learning through an accredited university.

All courses and training undertaken must be given by a recognized organization approved by the Division of Police. No reimbursement shall be provided for correspondence courses.

B. Necessary Approval.

All course work, subject to reimbursement, shall be approved by the Chief and the City Manager not later than thirty (30) days after the date of enrollment. A Member may receive blanket approval for an entire

degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the Member need not re-apply for approval of each within the portion(s) approved, except for the reimbursement procedure as defined in paragraph D of this Section.

C. Course Attendance.

Courses are to be taken on other than scheduled working hours, unless special leave is authorized by the Chief.

D. Reimbursement Procedure.

Reimbursement shall be made upon successful completion of the course consistent with the provisions of Section 28.3(A). The Member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt of payment or a copy of the unpaid bill from the institution to the Chief. Any financial assistance available to a Member shall be deducted from the amount of tuition reimbursement that would otherwise be available. The Member shall not be reimbursed for incidental expenses such as textbooks, paper or supplies, mileage, parking, meals or other expenses other than tuition and fees.

ARTICLE 29

INSURANCE

Section 29.1. Life Insurance. The City shall provide and pay the premiums for individual life insurance coverage with a death benefit of \$75,000.00 for all Members with double indemnity for accidental death. The death benefit shall increase to \$100,000 effective January 1, 2011.

Section 29.2 Health, Dental and Vision Insurance. The City shall provide and pay the premiums for individual and family health, dental, and vision insurance coverage for all Members, except as set forth in Section 29.3.

All Members shall be covered by the City health insurance plan, while all other insurance benefits (with employee and family coverage) will remain as similar as practical to those in effect on January 1, 2011. Nothing shall be construed to limit the City's ability to provide alternate coverage including use of preferred provider networks. Health care insurance shall include reasonable cost-containment measures. Members shall be subject to the prescription benefit plan of the Central Ohio Health Care Consortium, as in effect from January 1, 2010 - December 31, 2012.

The City and the Lodge recognize the benefit of an exchange of ideas and information regarding employee insurance, and as such, the parties may discuss employee insurance issues in the labor relations meetings described in Section 8.4.

Section 29.3. Health Insurance Premiums. Effective January 1, 2009, the Member shall pay eight percent (8%) per month of the City's premium for single or family health insurance coverage. Effective January 1, 2012, the Member shall pay nine percent (9%) per month of the City's premium for single or family health insurance coverage. Employee contributions will be deducted on a bi-weekly basis.

ARTICLE 30

SERVICE WEAPON/BADGE PURCHASES

Section 30.1. Purchase of Service Weapon. Any Member who honorably retires from active duty or resigns in good standing after completing fifteen (15) years of service with the City, may purchase his or her service weapon from the City at a cost of \$1.00.

Section 30.2. Purchase of Uniform Badges. Any Member who honorably retires from active service with the Division, is promoted to a higher rank within the Division, or if the type or style of the uniform badge is changed, may purchase his or her uniform badges from the City of Worthington. The total cost of the badges shall be the sum of \$1.00.

A Member may purchase any commemorative badges(s) issued by the Division, upon conclusion of the officially specified period of display. The total cost of the badge(s) per each commemorative issue shall be the sum of \$1.00.

Section 30.3. Retirement. For the purpose of this Article, retirement is as defined in, Section 24.4(E) (2).

ARTICLE 31

LEAVE DONATION

Section 31.1. Leave Donation. Donation of leave in the case of catastrophic illness or injury may be accepted and granted at the sole discretion of the City Manager in accordance with provisions of applicable City policy.

ARTICLE 32

COMPLETE AGREEMENT

Section 32.1 Complete Agreement. Both the Lodge and the City acknowledge that the negotiations which led to this Agreement were characterized by an open and free exchange of proposals and counterproposals to the end that the parties raised and had resolved related to wages, hours, and other terms and conditions of employment and, therefore, there are no outstanding and unresolved issues regarding wages, hours, and other terms and conditions of employment which survive the effective date of this Agreement.

ARTICLE 33

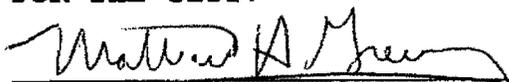
DURATION

Section 33.1. Duration of Agreement. All of the provisions of this Agreement shall be effective January 1, 2010 unless otherwise expressly specified herein. This Agreement shall continue in all respects in full force and effect until midnight December 31, 2012.

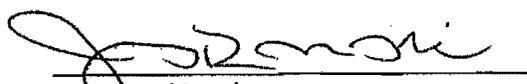
Section 33.2. Successor Negotiations. If either the City or the Lodge desires to negotiate a successor Agreement, such negotiations shall be accomplished in accordance with the provisions of Article 20. This Agreement shall not be extended beyond the expiration date set forth in Section 33.1 unless such extension is pursuant to the provisions of, Section 20.12(F), or otherwise by the mutual agreement of the City and the Lodge.

Executed this 12th day of JANUARY, 2011.

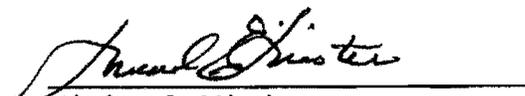
FOR THE CITY:


Matthew H. Greeson,
City Manager

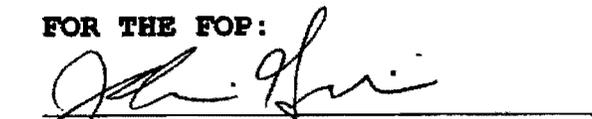

Molly Roberts,
Director of Finance

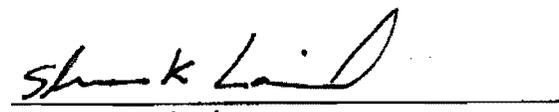

James Masic,
Chief of Police

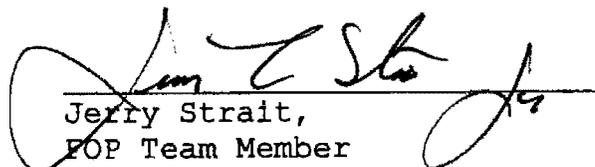

Robyn Stewart,
Assistant City Manager


Michael Minister,
Director of Law

FOR THE FOP:

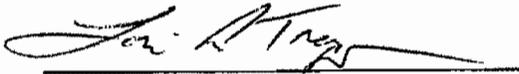

James H. Gilbert,
President


Shawn Laird
Lodge Liaison

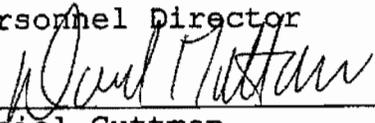

Jerry Strait,
FOP Team Member


Jim Moran
FOP Team Member

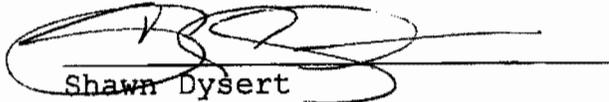

Michael Holton
FOP Team Member



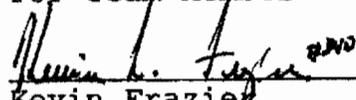
Lori Trego,
Personnel Director



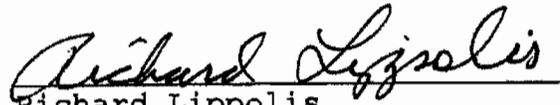
Daniel Guttman,
Chief Negotiator
Baker & Hostetler



Shawn Dysert
FOP Team Member



Kevin Frazier
FOP Team Member



Richard Lippolis
FOP Team Member



Robert W. Sauter
Lodge Attorney