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CITY OF DUBLIN™

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE CITY OF DUBLIN
AND
THE FRATERNAL ORDER OF POLICE, CAPITAL
CITY LODGE NO. 9**

**POLICE OFFICER, CORPORAL, & SERGEANT
BARGAINING UNITS**

**TERM OF AGREEMENT:
JANUARY 1, 2011 – DECEMBER 31, 2013**

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ARTICLE 1 AGREEMENT

Section 1.1 Agreement. This Agreement is made and entered into at Dublin, Ohio by and between the City of Dublin, as Employer, hereinafter referred to as “Employer”, “City”, or “Division”, 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 setting forth the understandings and agreements between the City and the Lodge governing the wages, hours, terms and conditions of employment for those employees (hereinafter referred to as “members” or “member”) included in the bargaining units identified herein.

Section 1.3 References. Should any part of this Agreement be held invalid by operation of law or by final order issued 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 such invalidation is applicable. Should such events take place, and upon written request by either the Employer or the Lodge to the other, the Employer and the Lodge shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

No representative of the City or the Lodge shall make or ask a member to make any written or verbal agreement which would conflict with this Agreement.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the Employer and the Lodge make such change(s). To be incorporated within this Agreement, any changes must be in writing and signed by the authorized representatives of the Employer and the Lodge.

Section 1.4 Applicability. This Agreement shall be memorialized by legislation of the Dublin City Council and when memorialized shall supersede and replace all applicable state and local laws which the Agreement has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Economic benefits granted to employees within the bargaining units governed by this Agreement, which are sanctioned by the Employer and which are in effect on the ratification dates of this Agreement and which are not specifically provided for or abridged by this Agreement, shall not be lessened during the term of this Agreement. The following types of Property and Casualty Insurance Policies, and any subsets thereof, maintained by the City shall not, in any way, be regarded as “economic benefits”: Property, Employee Theft, Boiler & Machinery, Inland Marine, Public Officials Liability, Automobile, General Liability, Employment Practices Liability. The foregoing list is not intended to be either inclusive or exclusive of any other economic benefits herein.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The Employer recognizes the Lodge as the sole and exclusive representative of all members in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

Section 2.2 Bargaining Units. There shall exist in the City of Dublin two (2) bargaining Units and they shall consist of:

- A. All full-time sworn police officers below the rank of Corporal who are employed by the Employer ("Police Officer Unit").
- B. All full-time sworn police officers of the rank of Corporal or above who are employed by the Employer, but excluding the rank of Lieutenant and Chief ("Supervisory Unit").

References throughout this Agreement to member or members shall mean employees within both bargaining units, unless specified otherwise.

ARTICLE 3 LODGE SECURITY

Section 3.1 Dues Deduction. The Employer agrees to deduct Lodge membership dues in the amount certified by the Lodge to the Employer, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The Employer also agrees to deduct Lodge Initiation fees and assessments, in the amount certified by the Lodge to the Employer, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

If a deduction is desired, the Lodge member shall sign a payroll deduction form which shall be furnished to the Financial Secretary of the Lodge. Once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made, shall be forwarded to the Lodge. Nothing herein shall prohibit Lodge members covered by this Agreement from submitting dues directly to the Lodge.

The Employer shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional employee benefits, providing the Employer's payroll accounting system possesses sufficient capacity and capability for additional deductions.

No other employee organization's dues shall be deducted from any member's pay for the duration of this Agreement.

The Lodge agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the Employer and, at the Employer's request, to provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse the Employer for any payments made by the Employer as a result of any finding by an administrative agency or court of law that it has unlawfully, illegally or improperly made deductions.

Section 3.2 Fair Share Fee.

- A. Members who are not members of that Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the Employer at such time during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The Employer agrees to furnish 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 for whom said deductions are made.

The automatic deduction shall be initiated by the Employer whenever a bargaining unit employee who is not a member of the Lodge has completed his or her first sixty (60) days of employment.

The Lodge agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, to the extent permitted by law, the Lodge agrees to indemnify the Employer and, at the Employer's request, provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse it for any payments made by the Employer as a result of any finding by an administrative agency or court of law that it has illegally or improperly made deductions.

Section 3.3 Bulletin Boards. The Lodge shall be permitted to continue to maintain a Lodge bulletin board at Division headquarters. The location of the board will be determined by the Chief and will be reasonably accessible to all members. Said board shall be provided by the Lodge at its own expense. Lodge bulletins and Lodge material will be permitted to be posted on this board. Non-bargaining unit members shall not be permitted to remove, add to, or alter the material posted on this board. Any material which contains obscene, racially, or sexually offensive information shall be brought to the attention of a Grievance Representative for

immediate removal. If no Grievance Representative is available, or fails to immediately remove the item, the item may be removed by the on-duty supervisor, dated, initialed and put in the locked Lodge mailbox in the duty room.

Section 3.4 Meeting Locations. The Lodge shall be permitted, upon providing prior notification to the Chief, to hold meetings for members at police headquarters or other City buildings, rooms, or facilities. The notification required under this Section shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

The Employer agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the Employer to provide the requested location to the Lodge, the Employer will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room, or facility. No member shall attend the above-referenced meetings while on duty without receiving prior approval from the Chief or designee. In the event the Chief or designee are neither present nor available, or it is not practical to contact said individuals, prior approval shall then be obtained from the then on-duty supervisor. No member of the Lodge shall be obligated or asked to divulge to the Employer information discussed at said meetings.

Section 3.5 Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief, to place a ballot box at Division headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Division's review.

Section 3.6 Use of Intra-Departmental Mail And E-Mail System. The Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City's Division of Information Technology. E-mail messages may be monitored by the City for specific reasons, such as evaluating the effectiveness of the operation of the e-mail system, finding lost messages, investigation of suspected criminal acts, breach of security or other policies, and recovery from system failures. The City shall refrain from accessing a member's e-mail, unless reasons for doing so are consistent with the City's need for supervision, control, and efficiency in the workplace. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. All intra-departmental mail placed into the mail system by the Lodge shall be the property of the member to whom it is addressed, and such mail shall not be subject to the Employer's review.

Section 3.7 Lodge Business. Lodge representatives shall be permitted to transact official Lodge business at Divisional work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Divisional operations. When possible, a Lodge representative

will give advance notice and obtain approval from the Chief or designee if the Lodge intends to use the employer's equipment or property for Lodge business or other non-work related activities. In the Chief's or designee's absence, notice shall be given to and approval obtained from the shift supervisor at the time. Permission of the Chief or designee to use the equipment or property will not be withheld without a valid reason.

Section 3.8 Fraternal Order of Police Convention Attendance. Any member who is a duly elected or selected delegate or alternate to the State or National Conventions of the fraternal Order of Police may use his/her own appropriate paid leave balances to attend such functions, unless, in the discretion of the Chief of Police, such absence would create undue impact on the operation of the Division.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Joint Pledge. As provided by law, neither the Employer nor the Lodge shall discriminate against any member on the basis of age, sex, race, color, creed, religion, national origin, disability, political affiliation, veteran status, sexual orientation¹ or application for or participation in the workers' compensation program. The provisions of this Agreement shall be applied equally to all members without regard to any of these factors.

Section 4.2 Employer Pledge. The Employer agrees not to interfere with the right of a member to become and/or remain a Lodge member. There shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any member because of Lodge membership or because of any lawful activity engaged in by a Lodge member in an official capacity on behalf of the Lodge.

Section 4.3 Lodge Pledge. The Lodge, within the terms of its Constitution and By- Laws, agrees not to interfere with the desires of any member to become and remain a member of the Lodge, or to refrain from Lodge membership. The Lodge agrees to fairly represent all employees of the bargaining unit subject to the provisions and procedures of applicable state law.

¹ In conjunction with the addition of the term "sexual orientation," as it is related to this Article 4 and every other Article or Section in this Agreement, including, but not limited to Article 26, the terms "spouse" is defined to apply to only a spouse legally recognized by the Constitution or laws of the State of Ohio. Additionally, the term "dependent" is also defined to refer only to a dependent legally recognized by the Constitution or laws of the State of Ohio. These definitions also apply to any future Memorandum of Understanding unless expressly stated otherwise in the Memorandum of Understanding.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1 Management Rights. Except as specifically limited by the provisions of this Agreement, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operation of members. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge the Division of Police; to transfer members (including the assignment and allocation of work) within the Division; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or ranks); and to determine staffing patterns, including but not limited to assignment of members, numbers employed, duties to be performed, qualifications required, and areas worked. The exercise of the above-listed management rights is subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided by the provisions of this Agreement and/or as permitted or provided by applicable law.

A member or the Lodge may raise a legitimate complaint or file a grievance based upon the provisions of this Article.

**ARTICLE 6
LABOR/MANAGEMENT MEETINGS**

Section 6.1 Meetings. In the interest of sound labor/management relations, to discuss pending issues and/or problems, and to promote a more harmonious labor/management relationship, up to five (5) representatives of the Employer shall meet with up to five (5) Lodge representatives of the Lodge. Members may adjust their work schedules (including work hours and/or work days) with supervisory approval, provided that said changes do not create any overtime obligation to the City. In addition, attendance of members at said meetings cannot take any shift below minimum staffing levels as determined by the Division of Police. These meetings will be held at least semi-annually at mutually agreeable dates and times, but may be held more often by mutual agreement.

An agenda will be exchanged by the parties at least three (3) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of the Lodge and Employer representatives who will be attending. All matters on the agenda, will be discussed. By mutual agreement, the Employer and the Lodge may waive the exchange of an agenda.

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;

- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the Employer and the Lodge;
- D. Consider and discuss health and safety matters relating to members; and
- E. Discuss any other items affecting the labor/management relationship.

ARTICLE 7 BARGAINING UNIT BUSINESS

Section 7.1 Grievance Representatives. Both the Police Officer Unit and the Supervisory Unit shall each select two (2) Grievance Representatives (one of whom shall serve as an alternate in the absence of the other representative). The selection of these representatives shall be approved by the Lodge President who shall notify the City Manager of their selection and any change thereto.

A Grievance Representative, upon giving reasonable notice, and upon receiving approval from, his or her supervisor, shall be released with pay during regular working hours to investigate grievances, to consult with the Employer in addressing labor/management issues, to process grievances, or to assist in the settlement of disputes. Permission to perform these functions shall not be unreasonably denied.

Section 7.2 Negotiating Committee. On days where negotiation sessions are scheduled, Lodge Team members may adjust their work schedules (including work hours and/or work days) with supervisory approval (which will not be unreasonably denied), provided said change can be made without creating any overtime obligation to the City and it does not take any shift below minimum staffing levels as determined by the Division. The Lodge will notify the Employer of the names and normal work schedules of the Lodge Team Members whose schedules need to be changed prior to the first scheduled negotiation meeting. No Lodge Team Member will be allowed to attend work sessions of the negotiations committee while on duty if their attendance would reduce staffing during said time period below minimum staffing levels as set by the Division of Police. No overtime obligation shall be incurred by the City as a result of any member attending work sessions or any other sessions related to negotiations. Time spent by a member attending Lodge Team work sessions, outside their scheduled shift, shall not constitute hours worked.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Definition. A “grievance” is an allegation by one or more members, or the Lodge, that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to make changes in this Agreement, nor in those matters not covered by this Agreement.

Section 8.2 Jurisdiction. If exclusive administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or of the United States, for review or redress of specific matters, such matters may not be subject to this Grievance Procedure, or be processed hereunder. However, the Grievance Procedure, as set forth in this Article, may be utilized by a member in lieu of appealing a matter to the Dublin Personnel Board of Review. However, once a member elects to pursue an appeal to the Dublin Personnel Board of Review and the Dublin Personnel Board of Review takes jurisdiction over the appeal, the member is thereafter precluded from seeking a remedy under this procedure. Likewise, once a member, with the approval of the Lodge President, elects to pursue an appeal to arbitration, the member is thereafter precluded from seeking a remedy through the Dublin Personnel Board of Review.

Section 8.3 Qualifications. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. The proper step to initiate the grievance is Step 1, unless the occurrence that gave rise to the grievance originates at another step. If the occurrence which gave rise to the grievance originates at another step, the grievant may initiate his or her grievance at that step at which the occurrence which gives rise to the grievance originates. A grievance shall be considered withdrawn at any point where the grievant submits a written statement to that effect, or where time requirements at any step have lapsed without further appeal by the grievant.

Any grievance not answered by the Employer within the stipulated time limits, may be advanced by the grievant to the next Step in the grievance procedure. All time limits on grievances set forth herein may be extended only by mutual written consent of the Employer and the Lodge.

A grievance may be brought by an aggrieved member covered by this Agreement. Where more than one (1) member desires to file a grievance involving an incident affecting several members in the same or similar manner, one (1) member shall be selected by the affected members to process the grievance. Each aggrieved member who desires to be included in the grievance shall sign the grievance.

Section 8.4 Grievance Form. A written grievance form, which shall provide the following information, shall be used in the processing of all grievances:

- Grievant(s) name(s) and signature(s);
- Date, time and location of grievance;
- Description of incident giving rise to the grievance;
- Article or Section of the Agreement alleged to be violated;
- Date grievance was first discussed;

- Name of supervisor with whom grievance was first discussed;
- Date grievance was filed in writing;
- Desired remedy to resolve the grievance; and
- A number assigned by the Lodge.

The Lodge shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

Section 8.5 Grievance Procedure. It is the mutual desire of the Employer and the Lodge to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Lodge to affect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following procedure shall be followed:

- A. Step 1 - Informal. The grievant shall orally present the grievance to the grievant's immediate supervisor holding the rank of Sergeant or higher within fourteen (14) calendar days from the time the member becomes aware of the occurrence which gave rise to the grievance. The immediate supervisor shall investigate and provide an appropriate answer within fourteen (14) calendar days following an informal meeting at this Step.

- B. Step 2 - Chief of Police. If the grievance is not resolved in Step 1 and the grievant and/or Lodge Grievance Representative wishes to proceed to Step 2, the grievant and/or Lodge Grievance Representative shall reduce the grievance to writing and shall, within seven (7) calendar days of the answer at Step 1, present the written grievance to the Chief or designee. In investigating the grievance, the Chief or designee may meet with the grievant and Lodge Grievance Representative. The Chief of Police or designee shall investigate and respond in writing to the grievant and Lodge Grievance Representative within fourteen (14) calendar days following the presentation of the grievance to Step 2.

- C. Step 3 - City Manager. If the grievance is not resolved in Step 2 and the grievant and/or Lodge Grievance Representative wishes to proceed to Step 3, the grievant and/or Lodge Grievance Representative shall present the written grievance to the City Manager or designee within seven (7) calendar days from receipt of the Step 2 answer. The City Manager or designee shall investigate the matter and shall meet with the grievant and Lodge Grievance Representative within fourteen (14) calendar days of the receipt of the grievance. A Lodge Representative and/or Lodge Attorney may also attend this meeting provided that 24 hour notice is given to the City. If a Lodge Representative and/or Lodge Attorney will be attending such meeting the City may also be represented by a City Representative and/or City Attorney. A response shall be sent to the Lodge President, the grievant and the Lodge Grievance Representative within fourteen (14) calendar days following the meeting at Step 3.

If a grievance is not satisfactorily resolved at Step 3, the Lodge President may submit the grievance to arbitration. If written notice from the Lodge President of the Lodge's intent to submit the grievance to arbitration is not received by the City Manager or designee within fourteen (14) calendar days following the date of the Lodge President's receipt of response outlined in Step 3, the grievance shall be considered resolved.

- D. Step 4 - Arbitration. After receipt of a notice to arbitrate from the Lodge President, designees of the City Manager and the Lodge President shall attempt to agree on an arbitrator. If this attempt is not successful or is waived, the arbitrator shall be selected by the parties making a joint request to the Federal Mediation and Conciliation Service (FMCS) for a panel list of nine (9) arbitrators with business addresses in Ohio. 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 the Employer or the Lodge may reject the list and submit a request for another list from the arbitration tribunal. Each party may only reject the list once. In issuing an award, the arbitrator shall be limited to the enforcement of the specific provisions of the Agreement. The arbitrator may not alter, amend, modify, add to or subtract from the provisions of the Agreement.

The question of arbitrability of a grievance may be raised by the Employer or the Lodge before the arbitration hearing on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before an arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. Thereafter, the alleged grievance will be heard on its own merits before the same arbitrator.

The decision of the arbitrator shall be final and binding, subject to appeal under applicable state law. The arbitrator shall be without authority to recommend any right to relief on any alleged grievance occurring at any other time than the agreement period in which the right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. In case of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline. Both the Lodge and the Employer shall share equally in the cost of the arbitration proceedings.

Any member whose testimony is relevant to the arbitration, shall be released with pay to attend the hearing, provided that the hearing is held during the member's regular work hours. The expenses of any non-member witnesses shall be borne by the party requesting the non-member's attendance at the Arbitration Hearing.

The arbitrator shall render in writing his or her findings and the award as quickly as possible within thirty (30) calendar days after the hearing is closed and post-

hearing briefs are submitted. The arbitrator shall forward such findings and award to the City Manager, or designee, and to the Lodge President, or designee.

Section 8.6 Right to Representation. A grievant has a right to representation in all Steps of the Grievance Procedure and shall have an opportunity to fairly present the grievance by presentation of witnesses and/or other pertinent information. The grievant and appropriate witnesses shall be entitled to be present at any Step in the Grievance Procedure and shall not lose pay as a result of such attendance, if a meeting is scheduled during working hours. Grievance meetings shall be scheduled at mutually agreeable times.

Section 8.7 Extension of Time Limits. It is the Employer's and the Lodge's intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Lodge's and the Employer's designated representative may mutually agree, at any Step, to short time extensions. In the absence of such mutual extensions, if no response is forthcoming, the member may request that the particular official at the applicable Step respond in writing. The member will hand deliver a memorandum to both the Chief or designee and the Director of Human Resources or designee requesting such a response. After a written request is received by the applicable official, the applicable official will then respond within seven (7) calendar days from the receipt of the memorandum. If a response is not forthcoming within the seven (7) calendar day period following the written request, the grievance is presumed granted by the City in full and the City shall implement the requested remedy, except if the requested remedy would constitute a violation of law.

ARTICLE 9 INTERNAL REVIEW PROCEDURES

Section 9.1 Scope. The investigative procedures set forth in this Article shall be followed whenever a member is suspected of or charged with an act which could result in disciplinary action or criminal charges being filed against the member, aside from the informal procedure for non-serious complaints or alleged non-serious offenses. Any procedural/process elements pertaining to internal review, which are not specifically addressed in this Article, are addressed in Division of Police General Order 52.1.1 in effect as of January 1, 1999.

Section 9.2 Informal Process for Non-Serious Complaints or Offenses. In recognition of the fact that many types of complaints are of a very minor or non-serious nature which can be resolved at an initial, informal stage, the following procedures may be adhered to where an informal resolution is likely to occur.

Following the receipt of a complaint and it being reduced to writing by the Chief, a Lieutenant, a Sergeant, a Corporal, an Officer-In-Charge, or other sworn command staff, an informal process may be initiated for resolution of minor infractions or non-serious allegations. The investigating supervisor, whether a shift supervisor (Corporal or Sergeant), Bureau Commander or Chief, may approach the accused member and attempt to gather the facts about the allegation from the member. At that time, the investigating supervisor shall notify the member of the nature of the complaint. If the complaint cannot be resolved at this informal level, or the accused member elects not to make any statement, the official investigative procedure will be put into place as

identified in the remaining sections of this Article. If other, more serious allegations other than those initially charged are raised during the informal investigation, the matter will immediately be transferred to the formal process and be subject to the progressive discipline. Cases processed and resolved at the informal level may result in no more than a letter of reprimand, where a review of the action may be sought by the member. If the matter is not resolved at the informal level, it shall be set for a meeting and be subject to the principles of progressive discipline.

If the matter is not informally resolved, a meeting shall be set within seventy-two (72) hours at the direction of the Chief or designee and with the presence of the accused member and his/her Lodge Representative or Lodge Attorney, if so desired. The purpose of this meeting is to formally provide the accused member with the complaint in writing. At that time, the supervisor will again be permitted to gather information pertinent to the complaint from the accused member with the presence of a Lodge Representative or Lodge Attorney.

Section 9.3 Notification. At least twenty-four (24) hours prior to any questioning, a member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the specific factual allegations made against the member (except at the informal level referenced in Section 9.2 of this Agreement), including a copy of the written complaint. Any request made by the member and/or his or her Lodge Representative or Lodge Attorney for any records relative to the investigation, not deemed confidential by the Ohio Public Records Act, shall be honored and responded to prior to any questioning of the member. The member and/or his or her Lodge Representative or Lodge Attorney shall be given a reasonable period of time to review the requested records prior to any questioning of the member.

Section 9.4 Right to Representation. All questioning sessions shall be scheduled so that the member has an opportunity to obtain representation from the Lodge. The Lodge Representative or Lodge Attorney shall be permitted to be present at any questioning and shall be afforded a reasonable opportunity to consult with the member during questioning.

Section 9.5 Conduct of Questioning. As used in this Article, questioning refers to any investigation, internal affairs interview, or interrogation where the member is to be questioned. The following rights are accorded to the member subject to questioning:

- A. Any questioning of a member will be conducted at hours reasonably related to the member's shift, preferably during the member's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for a member's attendance to physical necessities.
- B. If either felony or misdemeanor charges are contemplated, the member shall be informed of his or her constitutional rights in advance of any questioning.
- C. Before a member may be charged with insubordination or like offenses for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be made the basis for such a charge; except that a member who refuses to answer questions or participate in

any investigation shall not be charged with insubordination or like offense for such refusal as premised on an exercise of his/her constitutional rights in a criminal matter.

- D. Except at the informal level as referenced in Section 9.2, the Employer shall make reasonable attempts to tape record or get a written statement from the affected member and any potential witnesses to the matter under investigation. Tapes may also be made of the member's interview by the member and/or his/her Lodge Representative or Lodge Attorney. The member and his/her Lodge Representative or Lodge Attorney will be afforded the opportunity, upon written request directly to the Chief or designee, to listen and to make personal notes regarding a tape or written statement.
- E. Any statements or evidence obtained in the course of questioning through the use of threats, coercion or promises other than notification that the member may be charged with insubordination, shall not be admissible in any subsequent criminal action or internal proceeding. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation, shall not be considered as such threats, coercion or promises, subject to provisions of this subparagraph.
- F. In the course of questioning, a member may only be given a polygraph examination or other purported truth verification examination with his/her consent. The results of this examination cannot be used in any subsequent criminal action. Where consent is given, a polygraph examiner shall be chosen by mutual agreement of the Employer and the member.

Section 9.6 Access to Tapes and Documents. Once the investigation is completed, and no later than two (2) days after requested and reasonably in advance of any pre-disciplinary conference, the member who is subject to questioning and his or her Lodge representative or Lodge attorney will be provided access to transcripts, records, written statements, and tapes pertinent to the investigation, including transcripts of questioning and responses to polygraph examination.

Section 9.7 Application to Witness. Sections 9.4 and 9.5 shall be applicable to any member interviewed as a witness to a matter under investigation pursuant to this Article, unless the investigation is relating to criminal charges. Such a member shall also be advised prior to any questioning of the nature of the investigation (whether disciplinary or criminal) and shall be provided the specific factual allegations made against the member under investigation, including a copy of the written complaint.

Section 9.8 Citizen Complaint. In order for a citizen complaint to be considered as possible grounds for disciplinary action, it must be reduced to writing, signed by the citizen made with an attestation of truth within thirty (30) calendar days after the date of the alleged event complained of. If the incident alleges conduct which, if true could lead to criminal charges, the thirty (30) day requirement shall not be applicable.

ARTICLE 10 DISCIPLINE

Section 10.1 Discipline for Cause. The tenure of every member shall be during good behavior and efficient service. No member shall be reprimanded, suspended, reduced in pay or rank, or removed, except for grounds stated in this Agreement. The Employer may take disciplinary action against any member only for just cause. The Employer may take this type of action while the member is on duty; working under color of employment for the Employer; or off-duty representing himself or herself as a member of the Division or while engaged in conduct that might affect the member's ability to perform his or her duties. The member may not be disciplined for actions on his or her own personal time that do not reflect directly on the Division, or do not violate any State or Federal statutory provisions, or off-duty employment Divisional Standards of Conduct, Rules and Regulations. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment or neglect of duty, absence without leave, or any conduct unbecoming an officer, or any other acts of misfeasance, malfeasance or nonfeasance, or violations of any Dublin Division of Police General Orders, shall be cause for disciplinary action and may subject a member to disciplinary action.

Section 10.2 Progressive Discipline. Except in instances where a member engages in serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, a member's record of discipline, and the member's record of conduct.

Ordinarily, progressive disciplinary action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before reduction in pay or rank or removal for a repeated or related offense. The commission of a repeated or related offense for which an oral reprimand has been given permits, but does not require, the Employer to issue a written reprimand. Should a written reprimand be issued, the Employer is permitted, but not required, to issue a suspension for the commission of a related offense of the same nature. Should a suspension be issued, the Employer is permitted, but not required, to reduce in pay or rank or remove the member for the commission of a repeated offense of the same nature.

In all instances of discipline, the Employer shall only impose a disciplinary penalty commensurate with the offense, which, where practicable, may assist the member in correcting whatever action or behavior is deemed inappropriate. Nothing herein precludes the Employer from utilizing positive steps, including counseling, to correct a member's inappropriate action or behavior.

When disciplinary action is first proposed, the member or his or her Lodge Representative will be allowed an opportunity, if requested, to meet with the appropriate supervisor or discuss the proposal.

Section 10.3 Disciplinary Action. The prerogative to issue oral reprimands and written reprimands is solely within the Divisional Chain of Command. In any instance where the possibility exists for oral or written reprimands to be issued for actions occurring while an OIC

(Officer-In-Charge) is the supervisor, the OIC shall take immediate remedial corrective action to ensure that normal shift operations continue in a proper manner. The incident shall then be documented and forwarded to the normal shift supervisor for review and appropriate action. If the normal shift supervisor is unavailable for a period of forty-eight (48) hours or longer following the incident, said documentation will be forwarded to the Operations/Services Bureau Commander for review and appropriate action. The OIC, in his or her report, shall document the operational corrective action taken and any relevant facts regarding the precipitating incident. The OIC may also recommend follow-up action to be taken by the supervisor. Where there is reason to believe that a member is guilty of an offense which might lead to suspension, reduction in pay or rank, demotion, or removal, the Chief has the responsibility to prefer charges and the proposed penalty against the member, which charges shall be heard in a Pre-Disciplinary Conference, as established in Section 10.4. In preferring charges, the Chief shall provide the member with written notice of the charges and provide the member access to all evidence supporting the charges.

Section 10.4 Pre-disciplinary Conference. When charges are preferred by the Chief, a Pre-disciplinary Conference shall be scheduled to give the member an opportunity to respond to the charges. Pre-disciplinary Conferences will be conducted by the City Manager, or designee.

Not less than seven (7) calendar days prior to the scheduled Pre-disciplinary Conference, the Chief will provide the member with written notice of the preferred charges. The member may choose to: 1) appear at the Conference to present an oral or written statement in his or her defense; 2) appear at the Conference with a Lodge Representative and/or Lodge Attorney; or 3) elect to waive (in writing) the opportunity to have a Pre-disciplinary Conference.

At the Pre-disciplinary Conference, the City Manager, or designee, will ask the member or the member's Lodge Representative and/or Lodge Attorney to respond to the preferred charges. At the Pre-Disciplinary Conference, the member, or his or her Lodge Representative and/or Lodge Attorney, shall be permitted to offer testimony and evidence in the member's defense, call witnesses material to the member's defense, and confront the member's accusers. The member or his or her Lodge representative and/or Lodge attorney shall provide a list of witnesses to the City Manager, or designee, as far in advance as possible, but no later than two (2) calendar days prior to the Pre-disciplinary Conference. It is the member's responsibility to notify his or her witnesses that their attendance at the Pre-disciplinary Conference is desired.

A written report will be prepared by the City Manager, or designee, summarizing the findings of fact and disciplinary penalty to be imposed, if any. A copy of this written report will be mailed or hand-delivered to the member or his or her Lodge Representative and/or Lodge Attorney and the Lodge President within fourteen (14) calendar days following the Conference. Pre-Disciplinary Conferences shall be tape-recorded. A copy of the recording shall be furnished to the member or his Lodge Representative or Lodge Attorney, upon request, within forty-eight (48) hours of the close of the Conference. The member may also record the Conference.

Any imposition of discipline shall be accomplished in such a manner that will not embarrass the member before other members or the public.

Section 10.5 Appeal. A member may elect to appeal the disposition made by the City Manager or designee directly to arbitration, with the approval of the Lodge President, as provided in Section 8.5(D). of this Agreement or, where applicable, to the Dublin Personnel Board of Review. Written notice from the Lodge President of the Lodge's intent to file for Arbitration must be received by the City Manager, or designee, within fourteen (14) calendar days of the Lodge President's, or his/her Office Staff's, receipt of the written disposition by the City Manager or designee.

ARTICLE 11 PERSONNEL FILES

Section 11.1 Unfavorable/Inaccurate Documents. If an unfavorable or inaccurate statement or notation is placed in a member's official personnel file, the member shall be given the right to place a statement of rebuttal or explanation in his or her file.

Section 11.2 Copies of Records in Personnel Files. A copy of any record or document which has been placed in and/or removed from the member's personnel file shall be provided to the member at the time of its placement or removal, except where the record or document originates from the member or has been otherwise provided to the member. If removed, the copy shall be signed and dated. No anonymous material of any type shall be included in the member's official personnel files, or files of any type. Any record, in any file created or maintained by the City, except those deemed confidential by the Ohio Public Records Act, shall be accessible to the member upon request.

Section 11.3 Duration of Counseling Statements/Disciplinary Records. In lieu of disciplinary action a member may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling statements and documented oral reprimands may be retained for no more than one (1) year from date of issuance by either the Chief or a supervisor, outside of the member's personnel file. Counseling statements and documented oral reprimands shall cease to have any further force and effect for future disciplinary action no later than six (6) months from date of issuance or when the Division of Police has official knowledge of the incident which gave rise to the counseling/discipline, whichever is later, provided that no further repeated or related offenses have occurred resulting in disciplinary action; however such counseling statements and documented oral reprimands may be used within one (1) year of issuance for performance evaluation purposes. Counseling statements and documented oral reprimands are subject to removal from the Chief's or other supervisor's files one (1) year after issuance; however, it shall be the individual member's responsibility to review the files and identify the documents subject to removal. Written reprimands shall be maintained in the member's personnel file. A written reprimand shall be removed from a member's personnel file no later than one (1) year after issuance, provided no further repeated or related offenses have occurred. Written reprimands shall cease to have any further force and effect no later than one (1) year after the date of incident or when the Division of Police has official knowledge of the incident which gave rise to the discipline, whichever is later, provided that no further repeated or related offenses have occurred resulting in disciplinary action.

In the event a repeated or related offense occurs during the appropriate time limit(s), the initial reprimand shall be maintained in the member's personnel file for the duration of the time period for which the most recent documented disciplinary action will remain in effect for purposes of disciplinary action. Documentation of repeated offenses shall continue for appropriate time limit(s) of the latest reprimand of a same or related nature.

Any suspension of less than thirty (30) days shall be removed from a member's personnel file after a period of three (3) years from the date of its issuance, provided no further corrective action of the same or related nature has occurred in the interim period. In those cases where further corrective action occurs of the same or a related nature, the first suspension will remain in the file for an additional one (1) year period.

Written reprimands and suspensions which are subject to removal from a member's personnel file shall be removed only upon request of the member. The removed documents shall be marked for destruction by the Director of Human Resources/Procurement and be forwarded directly to the City's Records Management Officer for actual destruction. Upon destruction, the City's Records Management Officer will issue and forward a certificate of destruction to the Director of Human Resources/Procurement who will in turn provide a copy of the certificate to the member.

Section 11.4 Review of Personnel Files. Every member shall be allowed to review his or her personnel file at any reasonable time upon written request to the Division of Human Resources. Access to personnel files will be governed by Ohio law. However, if a file is requested, the Employer will make a reasonable attempt to notify the affected member. The affected member will then be given immediate access to his or her personnel file no later than the next business day after the request. The Employer will make every effort to ensure that the file is reviewed by the member before granting the public request. In the event a member wishes to allow a Lodge Representative or Lodge Attorney to review his or her file, the member shall provide appropriate written notification to the Division of Human Resources authorizing the review of his or her file, prior to such review taking place. Appropriate notification shall consist of a written statement signed by the member whose file is to be reviewed.

ARTICLE 12 DIRECTIVES/GENERAL ORDERS

Section 12.1 Directives/General Orders. The Employer agrees that all General Orders, Special Orders, or any future directive that would replace or modify a General Order or Special Order shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a member that a General Order, Special Order, or future directive that would replace or modify a General Order or Special Order is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance.

**ARTICLE 13
POLITICAL ACTIVITY**

Section 13.1 Political Activity. In addition to other rights permissible by law:

- A. A member may participate in the Lodge’s Political Screening Committee where such participation is directed towards the endorsement and support of partisan political candidates solely on behalf of the Lodge, provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his participation is either undertaken in his official capacity as a member of the Employer or is sanctioned by the Employer.

- B. A member is permitted outside the City of Dublin to actively participate in partisan political activity, provided that a member undertakes such activity while off-duty, not in identifiable uniform, and does not represent that such activity is either undertaken in his official capacity as a member of the Employer or is sanctioned by the Employer.

- C. A member is permitted within the City of Dublin to exercise his/her rights as a citizen to express his/her personal opinions and to cast his/her vote. However, a member shall not:
 - 1. orally or in writing solicit or in any manner be concerned with soliciting any assessment, subscription or contribution of any type for any political party or political purpose whatsoever from any person holding a position in the service of the Employer;
 - 2. make any contribution to the campaign funds of any candidate for a City of Dublin elective office for the actual or apparent purpose of influencing said persons or receiving favors of any nature from said persons; and,
 - 3. become actively involved in the elective process or campaigns for any City of Dublin elective office, except as would be applicable under paragraph A of this Section.

**ARTICLE 14
SENIORITY**

Section 14.1 Seniority Defined. For purposes of this Agreement, “Departmental seniority” shall be defined as a member’s total continuous service from the date of initial hire as a regular full-time Police Officer. "Rank seniority" in a member’s respective rank commences on the date of the Member’s appointment to or promotion to the rank held by a member. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a “break in service” occurs. A “break in service” only occurs in the following instances:

- A. Separation because of resignation, except where a member is rehired within thirty (30) days of resignation;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Failure to respond to a notification of recall from layoff.

Should more than one (1) member be hired or promoted on the same day, seniority preference will be determined by the member's written test score from the selection process. An individual with a higher written test score shall always receive seniority preference over an individual with a lower written test score. Previous methods for determining seniority prior to the effective date of this Agreement shall not be affected.

A "break in service" shall not occur if a member is reinstated due to the disaffirmance of removal or disaffirmance of or recall from a layoff. A member who has a "break in service" and who is subsequently rehired or reinstated, shall not receive continuous service credit for the time spent during the "break in service"; however, the member shall receive continuous service credit except for the period in time in which the "break in service" occurred, if subsequently rehired or reinstated within two (2) years.

Section 14.2 Application of Seniority. When vacation leaves are to be scheduled on an annual basis or where casual leave is to be scheduled, and where in these instances there are two (2) or more members with the same request, the member with the highest Departmental seniority shall be granted the request, if the request is granted at all, with the understanding that a minimum of one (1) Patrol supervisor (Sergeant or Corporal) will be maintained on each shift.

Casual leave requests will be filled by Departmental seniority regardless of rank, provided that a minimum of one (1) Patrol supervisor (Sergeant or Corporal) shall be maintained on each shift.

Section 14.3 Filling of Specialized Assignments. Whenever a vacancy occurs in full-time specialized assignments, the Division shall post a Job Assignment opening for fifteen (15) calendar days and shall allow any interested member within the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. The following criteria for selection shall be used: ability, work performance, and seniority based upon time in rank. Where ability and work performance are relatively equal in the opinion of the Chief, seniority based upon time in rank shall be the deciding factor.

Section 14.4 Rotation of Job Assignments. The following provisions apply to full-time rotational specialized assignments.

- A. All full-time specialized assignments are subject to rotation unless the Chief determines that the effective operation of the Division dictates otherwise.

- B. Any member currently in an assignment, which was not designated as a rotational assignment when originally posted, shall be given at least four years' prior notice of the date upon which his/her assignment shall become rotational.
- C. Rotational assignments will be filled on a time-line which allows for the incumbent to participate in the annual shift selection process when rotating back to patrol.
- D. At the end of any rotational assignment, the incumbent shall remain in the assignment for an additional period of time if no other members are interested. Such a position shall be continuously posted until the incumbent is relieved of his/her duty. The incumbent shall not be required to remain in the position for more than two (2) additional years.
- E. A member serving in a rotational assignment is not eligible to assume a different rotational assignment until which time he/she has fulfilled the term of his/her present rotational assignment.
- F. Members who have served two or more consecutive rotations in the same assignment may compete for a third or more rotation in the same assignment. Such members may be selected for a third or more consecutive assignment, provided however, that if the member is not selected for a third or more consecutive assignment, such decision shall be made in the sole discretion of the Chief.

Section 14.5 Filling of Shift Assignments. Assignments to shifts and shifts slots shall be made on an annual basis. Assignments to shifts and shift slots shall be posted for a fifteen (15) calendar day period and shall be made by November 30 for the following calendar year by means of seniority based upon time-in-rank, unless the Chief determines that the effective operation of the Division dictates that seniority not be the determining factor for shift assignments and shift slots. If a position becomes vacant or a new position is added prior to September 1st of each year, the vacancy shall be posted for a five (5) calendar day period and any interested member of the same rank may apply. The assignment will be filled by rank seniority. Once the initial vacancy or newly added position is filled, no further bidding is required. If a vacancy occurs or a new position is added after September 1st of each year, the Chief has the discretion to fill the vacancy or newly added position for the remainder of the calendar year. A member within the rank of Police Officer who is serving in his or her initial probationary period shall not have an opportunity to compete for new shift assignments or shift slots until the first annual posting procedure after the conclusion of the member's initial probationary period.

On any patrol shifts where there are both Sergeant(s) and Corporal(s) assigned, Sergeant(s) shall bid first on patrol shift slots (with assigned days off) and the Corporal(s) shall bid for the slots which remain after the Sergeant(s) complete bidding.

Section 14.6 No Posting Response. In instances where a specialized assignment, or shift assignment, is posted and no members responds to the posting, the Chief, subject to the

provisions of Section 14.4 for specialized assignments, reserves the discretion to make such assignments based upon the needs of the Division.

Section 14.7 Patrol Scheduling Standards. The following standards shall apply to scheduling of Officers, Corporals and Sergeants in Patrol assignments:

A. Regular Non-Rotating Shift

Each Officer, Corporal and Sergeant shall be assigned to a non-rotating shift. The shift assignment shall include regularly assigned consecutive hours of work during a workday, regularly assigned consecutive workdays, and regularly assigned consecutive days off. "Regular Shift", for purposes of Section 14.7, shall be defined as the Officer's/Corporal's/Sergeant's normally assigned schedule as determined by either the annual bidding process conducted prior to the beginning of each calendar year, or as assigned by the Chief for new hires during the year (as identified in Section 14.5.).

B. Reassignment of Hours, Workdays, or Days Off

Regularly assigned hours of work, regularly assigned workdays, or regularly assigned days off may only be varied as follows:

1. For training purposes, for any members affected by any related schedule changes with at least seven (7) calendar days notice in advance of any such reassignment;
2. At the Officer's/Corporals/Sergeant's voluntary request;
3. In unforeseen emergency situations, including coverage for absences of ten (10) working days or more;
4. In the case of sick leave call-offs or in the case of a member's twice or thrice annual use of eight (8) hours of personal leave as outlined in Section 25.1 (Personal Leave), in which case the Division retains the right to hold Officers/Corporals/Sergeants over from the previous shift, or call Officers/Corporals/Sergeants in early in advance of their scheduled shift. Every reasonable effort will be made to limit the duration of an Officer's/Corporal's/Sergeant's hold-over or call-in to four (4) hours or less.
5. To accommodate the request of another Officer/Corporal/Sergeant whose request for time off has been granted, provided that a) the reassignment is made with at least seven (7) calendar days advance notice, b) that without the reassignment minimum staffing would not be maintained, and c) that reassignments are equitably distributed among all Patrol Officers.
6. In the event a Patrol supervisor's, (Corporal's or Sergeant's) absence reduces a shift below minimum staffing, a Patrol supervisor's schedules

may only be adjusted with seven (7) calendar days' notice when the shift from which the supervisor moves to cover the absence has at least one (1) supervisor remaining on the entire shift. A Patrol supervisor may be held over four (4) hours or be called in early four (4) hours to cover another Patrol supervisor's mandatory training leave or sick leave if that absence reduces the shift below minimum staffing. Preferably, these shift adjustments will involve another member of the same rank (i.e., Sergeant for Sergeant or Corporal for Corporal).

C. Time Off Between Shifts

During the workweek, each member shall be afforded at least twelve (12) hours off duty from the end of any shift (and any contiguous overtime thereto) to the beginning of his/her next shift (and any contiguous overtime thereto). This twelve (12) hours of time off may only be waived with the member's agreement and/or subject to the exceptions set forth in paragraph (E) of this Section.

D. Days Off

Each member shall receive at least sixty (60) hours of time off from the last day of his/her workweek (and any contiguous overtime thereto) to the beginning day of his/her next workweek (and any contiguous overtime thereto). This sixty (60) hours of time off may only be waived with the agreement of the member and/or pursuant to the exceptions in paragraph (E) of this Section.

E. Exceptions

Paragraphs C. and D. of this Section shall not apply in the following cases:

1. Four (4) Special Events as follows: St. Patrick's Day, Dublin Irish Festival, Independence Day, and the Memorial Tournament.
2. No more than three (3) Special Events per calendar year, as designated by the City, for an individual member or specified group of members.
3. Court Appearances.
4. City required and voluntary training.
5. Unusual special details (e.g. traffic control for major capital improvement projects, security details, etc.).
6. Unforeseen emergency situations, which would not include sick leave mark-offs.

**ARTICLE 15
EMPLOYEE ASSISTANCE PROGRAM**

Section 15.1 Employee Assistance. The Employer and the Lodge recognize that a wide range of personal difficulties/problems in the lives of members may affect work performance and that most personal difficulties/problems can be successfully resolved provided they are identified and referred to an appropriate source of assistance. The Employee Assistance Program (EAP) is provided by the Employer to assist members and their family members in dealing with a wide

range of personal difficulties/problems. This range of personal difficulties/problems may include mental, emotional, financial, family, marital, employment-related stress, drug abuse, alcoholism, legal, elder-care/aging, spiritual, career, illness/disability, or other such difficulties/problems. The purpose of the EAP shall be to help members and their immediate family members deal with the kinds of difficulties and problems identified above by linking them with resources that can provide appropriate help; to reduce job performance problems; and to retain valued members. When a member or someone in his/her immediate family is experiencing a problem, whether or not such problem affects the member's job performance, the member and/or immediate family members are strongly encouraged to seek assistance through the EAP.

Section 15.2 Coverage Terms & Conditions. Under the coverage terms of the EAP, members and/or their immediate family members shall each be entitled to unlimited assessment and referral and a maximum of three sessions per problem, at no cost to the member or family member, for problems amenable to short-term counseling intervention. Members and/or family members are encouraged to access available benefits, as provided by the City medical benefits program, for counseling/treatment beyond the three session limit. Effective 1/1/13, the maximum number of sessions per problem shall be increased to six (6).

Section 15.3 Other EAP Terms & Conditions. The Employer and the Lodge agree that:

- A. Participation in the EAP shall be strictly voluntary. However, members and their immediate family members who have problems they feel may affect their health, well-being, and/or the member's job performance, are encouraged to contact the EAP.
- B. Members and their immediate family members shall receive an offer of assistance to help resolve such problems in an effective and confidential manner. All EAP issues shall be handled in a confidential manner by the EAP provider consistent with federal and state law. No information concerning the nature of individual personal problems will be released without proper written consent from the member and/or immediate family member.
- C. Nothing in this Article shall be interpreted as constituting a waiver of the Employer's responsibility to maintain discipline or its right to take disciplinary action in accordance with provisions of this Agreement. Normal disciplinary procedures shall remain unaltered and use of the EAP shall not alter the responsibility of members to maintain an acceptable level of performance or acceptable behavior/conduct.
- D. EAP-related appointments scheduled during normal work hours shall be scheduled within the framework of the Employer's existing leave policies. Depending on the circumstances involved, one or more forms of leave may be appropriate to attend such appointments (i.e. sick, vacation, compensatory time, personal, etc.). Due to existing procedures requiring the member to provide a reason justifying the use of sick leave, the member may not wish to use said leave for such appointments, as providing a reason for the usage of said leave may

disclose information the member wishes to remain confidential. If the member chooses to request sick leave, the member is hereby advised that in providing a justifiable reason for sick leave usage, the member is voluntarily disclosing information. Members are hereby advised that if this is a concern, they should request another form of leave where providing a reason for said leave usage is not required (i.e. vacation leave, compensatory time, personal leave, etc.), or seek to schedule EAP-related appointments outside of normal work hours. Flexible appointment hours shall be made available to members by the EAP provider.

- E. Supervisory personnel may encourage the use of the EAP, recognizing the fact that many job performance difficulties may be related to a personal problem. However, supervisory personnel shall refrain from diagnosing personal problems or recommending specific solutions other than referral to the EAP.
- F. Supervisory training is critical to the success of the EAP. In that regard, the Employer will provide supervisory training, to be scheduled at the discretion of the Employer, to enhance the knowledge of supervisory personnel concerning the proper methods to be used when dealing with a member who is experiencing personal or work-related distress.
- G. The Employer shall reserve the right to contract, at its sole discretion, with the company/organization of its choice that will, in its judgment, provide the most cost effective, meaningful, and responsive service to the Employer and members.

ARTICLE 16 LAYOFFS

Section 16.1 Action. When the Employer determines that a temporary layoff is necessary, the Employer will notify the affected members forty-five (45) days in advance of the layoff. The youngest member in point of service shall be first laid off and any layoffs thereafter shall be by reverse seniority. The Employer agrees to discuss with the Lodge the impact of the layoff on members prior to the Employer's notification to the affected members.

Section 16.2 Recall and Reinstatement. When members are laid off, the Employer shall create a recall list. If a recall list exists when a vacancy occurs, the Employer shall recall members from such list prior to attempting to fill such vacancy with a new appointment. The recall shall be according to seniority beginning with the most senior member and progressing to the least senior member. A member shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the member by certified mail with copies to the Lodge. The mailing shall be to the last mailing address provided by the member and the member has an obligation to keep the Employer advised of the member's current mailing address.

The recalled member shall have fourteen (14) calendar days following the receipt of the recall notice to notify the Employer of his intention to return to work and shall have forty-five (45) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

ARTICLE 17 MISCELLANEOUS

Section 17.1 Safe Equipment. The Employer shall furnish and shall maintain, in good working condition, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the Employer.

Section 17.2 Agreement Copies. As soon as is possible following the signing of this Agreement, the Employer and the Lodge shall have printed sufficient copies of this Agreement. The actual cost of printing this Agreement, and any future printing beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Lodge shall be responsible for distributing copies to current members and the Employer shall be responsible for distributing copies to new members who are hired during the term of this Agreement.

Section 17.3 Mail. Mail which is addressed to a member shall not be opened by anyone other than the member to whom it is addressed, unless the member has specifically provided written authorization to the contrary or it is reasonable to assume that the contents of the mail may relate to a work-related court appearance or deposition. If someone other than the member to whom the mail is addressed opens the mail, they will sign their name, date and time on the outermost piece of that mail. Mail that is not work-related shall not be sent to a member at any public facility operated by the Employer. Members will not be responsible for any non-work-related mail that they did not initiate.

Section 17.4 Reimbursement for Expenses and Travel. A member, whenever authorized to engage in or to undertake official business for the Employer, shall be reimbursed for reasonable and necessary expenses and travel. If practicable, the member shall be allowed the use of one of the Employer's vehicles for travel and the use of a City-issued card for gas purchases. If not practicable, reimbursement for authorized use of a personal automobile will be at the current rate established by the Internal Revenue Service (IRS). It is recognized that the Employer has the right to promulgate reasonable regulations pertaining to reimbursement for expenses and travel. Where overnight lodging is provided at the Employer's expense, a member will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief. All other travel is considered to be non-work-related and non-reimbursable.

ARTICLE 18

SUBSTANCE ABUSE AND TESTING

Section 18.1 Purpose. The Employer and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substances abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, 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:

- dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to member's, the general public, or other employees of the Employer;
- providing assistance to a member with drug or alcohol dependency problems; and
- disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

Section 18.2 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 present which pose a reasonable likelihood of significant risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate the likelihood of significant risks associated with any incident of potential substance abuse.

Section 18.3 Supervisory Training. The Employer agrees to provide supervisory training to assist supervisors in identifying illegal drug use by members. All supervisors shall receive at least four (4) hours of initial skill-building and information sharing sessions, with at least one (1) hour of training occurring within a reasonable timeframe of a current member becoming a supervisor or from the date of hire of a supervisor. In subsequent years, supervisors who have already received four (4) hours of initial training, will receive two (2) hours of additional training to serve as a refresher and address new concerns. This training shall be conducted by a qualified trainer holding one of the following credentials:

- Substance Abuse Professional (SAP);
- Certified Employee Assistance Professional (CEAP);
- Certified Chemical Dependency Counselor (CCDC III);
- Ohio Certified Prevention Specialist (OCPS);
- Ohio Certified Prevention Consultant (OCPC).

The training shall cover the following subjects:

- The physical, behavioral, and the performance indicators of drug use/abuse;
- The effects of drug use/abuse;
- Recognizing performance deficiencies caused by drug use/abuse;
- Confronting members with suspected drug use/abuse.

Section 18.4 Non-Supervisor Training. The Employer shall also provide non-supervisory training regarding substance abuse issues and information about the City’s employee assistance program (EAP). All non-supervisory members shall receive at least two (2) hours of educational awareness initially on substance abuse issues and two (2) hours annually thereafter. New members shall receive educational materials and information about this policy within a reasonable timeframe after initial hire.

Section 18.5 Definitions. The following definitions shall govern this Article:

- “Under the influence” means that the member is adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.
- “Legal drug” means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- “Illegal drug” means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained and prescribed drugs not being used for prescribed purpose.
- “Reasonable belief” is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's work performance is adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

Section 18.6 Prohibited Conduct. For purposes of this Article, no member shall, while performing his or her duties for the Employer, while in the Employer's facilities or vehicles, while in uniform, during their on-duty meal period, or while off-duty in public when wearing any City-issued apparel which clearly identifies them as employees of the City of Dublin:

- Be under the influence of alcohol; or
- Use or be under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or
- Unlawfully use, sell, purchase, transfer or possess an illegal drug.

Section 18.7 Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug usage when there is a reasonable belief that his or her satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in his/her system.

Section 18.8 Testing Determination. Upon determining that a member must submit to testing (whether urinalysis for drugs or breath for alcohol) because reasonable belief has been established, the supervisor shall give the Member an opportunity, prior to the test, to request the presence of or to seek the advice from a Lodge representative. The member and the Lodge representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. If the supervisor determines that a test shall be given, testing shall take place immediately after discussion with the member and the Lodge representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. Should a Lodge representative not be readily available and the supervisor believes time is critical in determining whether or not the member is impaired, the supervisor may direct the member to submit to testing immediately. The Lodge representative, if available, may accompany the member to and be present with the member at the collection/testing site.

Section 18.9 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 Employer shall contract with a certified laboratory for the collection, processing and testing of urine samples.

Where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall each be sealed and labeled and then initialed by the member. 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. Should it be determined by qualified personnel at the collection site that the member has adulterated, diluted, tampered in any way with his/her specimen, substituted another individual’s specimen for his/her own, or has otherwise obstructed the collection/testing process by refusing to provide a valid specimen, such shall be considered as a “refusal to submit to testing” and the member shall be subject to appropriate disciplinary action. The sample within the first container shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall also be sent, by the most expedient means available, to the testing laboratory where it shall also be stored in accordance with all applicable Federal guidelines and regulations.

Section 18.10 Drug Testing Procedure. The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If illegal drugs are found in the sample, then that

sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by the Medical Review Officer (M.R.O.) at the Human Factor and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the judgement of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the Employer will not be contacted. Should masking agents be found in the sample on the initial test, such shall be treated as a refusal to submit to testing and any option to pursue testing of the specimen in the second container shall be forfeited. The Employer shall be notified of such refusal to submit to testing. This refusal to submit to testing shall then subject the member to appropriate disciplinary action.

Section 18.11 Drug Test Results. If the test results are positive and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Director of Human Resources/Procurement, or in his absence, his designee, shall be notified and the Director shall in turn contact the member. The member must then decide whether or not he or she wishes the sample within the second container stored at the initial collection site to be tested. If the member so requests, then the sample within the second container shall be tested by the Employer using a second certified laboratory, subject to the testing procedure set forth in Section 18.8 of this Article.

If the member does not request the testing of the sample within the second container after the sample within the first container tests positive or if the member requests the testing of the sample within the second container and it is also tests positive for an illegal drug, rehabilitative or disciplinary action shall be taken. Should the results be a “dilute negative”, the member shall be required to repeat the testing procedure within 24 hours; the result of the second test shall then become the test of record. Should the candidate decline to repeat the testing procedure because of a “dilute negative” result on the first test, such shall constitute a “refusal to submit to testing”, which shall result in appropriate disciplinary action. Should the results of the second test be “dilute negative”, the candidate shall be deemed to have successfully completed the testing process. Should a “dilute positive” result be received by the City on the first or second test, such shall be considered as a “verified positive test”, which shall result in appropriate disciplinary action.

Section 18.12 Alcohol Testing. Alcohol Testing shall be accomplished by means of Breath Testing which shall be administered by a Breath Alcohol Technician (BAT). The Employer shall contract with a provider to perform such breath testing and only Evidential Breath Testing (EBT) devices certified by the Federal Government shall be used in the administration of such testing.

Section 18.13 Alcohol Testing Procedure and Results. The Breath Alcohol Technician (BAT) shall administer an initial breath test via the Evidential Breath Testing (EBT) device. If the initial test results in a reading of less than 0.02, the test shall be recorded as “negative”. If the initial test results in a reading of 0.02 or greater, a confirmatory test shall be administered. Prior to the administration of a confirmatory test, there shall be a 20-30 minute waiting period to

ensure that the presence of mouth alcohol from the recent use of food, tobacco, or hygiene products does not artificially raise the test result. Should the confirmatory test result be different from the initial test result, the confirmatory test result shall be deemed the final result, upon which any disciplinary/corrective action shall be based. A test result of 0.02 or greater on the confirmatory test shall subject the member to appropriate disciplinary/corrective action.

Section 18.14 Discipline/Rehabilitation. A positive test result for alcohol or illegal drug usage may, depending on individual circumstances, result either in discipline and/or referral to the Employee Assistance Program (EAP), as set forth in Article 15, for rehabilitation purposes. Likewise, any refusal to submit to testing may, depending on the individual circumstances, result in either discipline and/or referral to the Employee Assistance Program (EAP). 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 EAP, without any disciplinary action being taken and without any requirement for follow-up random testing.

A positive test result for alcohol or illegal drug usage may result in appropriate discipline to a member where the member's satisfactory work performance has been adversely affected by substance abuse.

Any discipline to be imposed shall be for just cause and shall take into account all facts and circumstances, including the need for testing, the member's desire for and progress in rehabilitation, and the member's past work performance.

Any action taken pursuant to this Article including any positive test results, shall not be used as evidence or otherwise in any criminal proceeding against the member.

If a member accepts a referral to the EAP for assessment as the result of a positive drug or alcohol test as a result of being required to submit to a test or as a result of a refusal to submit to testing, he or she must comply with any recommendation made by the EAP Drug and Alcohol Counselor resulting from the assessment, as a condition of continued employment. The member shall further be subject to follow-up random drug or alcohol testing for a period of up to one (1) year from the date of completion of the rehabilitation program. Failure to comply with any of the conditions associated with the recommendation of the EAP Drug and Alcohol Counselor, the conditions associated with the rehabilitation program, and random testing as specified above may result in discipline of the member.

**ARTICLE 19
RATES OF PAY/WAGES**

Section 19.1 Wages.

WAGE STRUCTURE – JANUARY 1 THROUGH DECEMBER 31, 2011

Police Officer – Hired Prior to January 1, 2011				
Step 1	Step 2	Step 3	Step 4	
\$52,021.93	\$59,701.55	\$67,385.15	\$77,511.21	

Police Officer – Hired After January 1, 2011				
Training Step	Step 1	Step 2	Step 3	Step 4
\$48,000.00	\$52,021.93	\$59,701.55	\$67,385.15	\$77,511.21

Corporal
\$83,905.87

Sergeant
\$90,300.56

WAGE STRUCTURE – JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

Police Officer – Hired Prior to January 1, 2011			
Step 1	Step 2	Step 3	Step 4
\$53,582.59	\$61,492.60	\$69,406.70	\$79,836.55

Police Officer – Hired After January 1, 2011				
Training Step	Step 1	Step 2	Step 3	Step 4
\$49,440.00	\$53,582.59	\$61,492.60	\$69,406.70	\$79,836.55

Corporal
\$86,423.05

Sergeant
\$93,009.58

WAGE STRUCTURE – JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Police Officer – Hired Prior to January 1, 2011			
Step 1	Step 2	Step 3	Step 4
\$55,190.07	\$63,337.38	\$71,488.90	82,231.65

Police Officer – Hired After January 1, 2011				
Training Step	Step 1	Step 2	Step 3	Step 4
\$50,923.20	\$55,190.07	\$63,337.38	\$71,488.90	\$82,231.65

Corporal
\$89,015.74

Sergeant
\$95,799.87

Section 19.2 Training Step. Police Officers hired after January 1, 2011, who are not State of Ohio Certified Peace Officers at the time of hire, shall be hired at the Training Step in the wage structure.

Section 19.3 Appointment and Advanced Step Hiring. The City Manager, when making appointments to the rank of Police Officer, shall be authorized to recognize the past relevant experience of applicants in determining their placement within the step system, provided they are State of Ohio Certified Peace Officers.

Section 19.4 Police Officer Step Advancement.

- A. Step 1 shall be the hiring step for Police Officers hired prior to January 1, 2011, unless the City Manager has authorized advanced step hiring as governed in Section 19.3. Thereafter, employees shall advance to the next highest step in the wage structure after one (1) year of continuous service at the preceding step, until reaching Step 4.
- B. The Training Step shall be the hiring step for Police Officers hired after January 1, 2011 who are not State of Ohio Certified Peace Officers. Thereafter, employees shall advance to the next highest step in the wage structure after one (1) year of continuous service at the preceding step, until reaching Step 4.

Section 19.5 Application of Pay Rates. The rates of pay set forth in Section 19.1 are based on full-time employment of forty (40) hours in a work week and 2,080 hours in a work year. These rates shall be used to calculate wages for hours in paid status for the appropriate pay range and step. "Paid Status" shall include all hours of approved paid leave including holiday, vacation, injury, military, personal, and sick leave.

Section 19.6 Longevity Pay. All members shall receive, in addition to the pay rates established in Section 19.1, an annual longevity payment based upon completed years of service with the City according to the following schedule:

Years of Completed Service	Effective 01-01-2011
4 - 6	\$925
7-10	\$1,125
11-14	\$1,700
15-19	\$1,850
20 and more	\$2,100

Longevity pay shall be issued during the pay period in which the member's anniversary date of appointment falls. The member will be paid in one (1) lump sum in the form of a separate payroll check in that given pay period, which will be taxed at the member's W-4 rate.

Longevity Pay will be pro-rated in the following circumstances:

- 1) Should a member actually retire upon approval from the appropriate Retirement System prior to his or her anniversary date, longevity pay shall be pro-rated, at the rate in effect as of the employee's previous anniversary date, on a per pay period basis and the member shall receive longevity pay for the pay periods the member served in full pay status prior to his or her established retirement date.
- 2) Should a member be on unpaid leave during one or more pay period prior to his or her anniversary date, longevity pay shall be pro-rated, at the rate in effect as of the member's previous anniversary date, on a per pay period basis and the member shall not receive longevity pay for the pay periods the member was not in full pay status.

Section 19.7 Instant Bonus Program. All members in the rank of Police Officer, Corporal, and Sergeant, shall be eligible for an "instant bonus" in accordance with the following terms and conditions:

- A. The Division of Police shall be allocated a proportional share of money for bonuses to reward an individual member or a team of members for an exceptional effort in implementing and completing a project or program that:
 - (1) Significantly enhances the efficiency or effectiveness of City operations, or;
 - (2) Significantly exceeds expectations in the areas of performance or customer service, or;
 - (3) Demonstrates innovation or creativity in government.
- B. If a bonus is awarded, it shall be awarded immediately, not at the end of the year.
- C. An individual member may be eligible for one instant bonus in any calendar year. The maximum bonus amount shall not exceed \$1,000.00, however, the typical bonus will be in the area of \$250.00
- D. Bonuses may be awarded upon written request of the member's supervisor and the Chief of Police, detailing the member's achievement and recommending a bonus amount. The bonus shall not be awarded unless approved by the Chief of Police and the City Manager. All decisions regarding the award of bonuses shall ultimately be at the discretion of the City Manager.
- E. In the event the supervisor and Chief of Police believe that time off with pay would be a more effective reward for excellence under this program, and the time off will not negatively affect the operation of the division, the member may be awarded up to eight (8) hours of paid leave in lieu of a monetary bonus. The

monetary value of the time off shall be deducted from the remaining balance of bonus funds available to the division.

- F. The supervisor will not inform the member of the bonus until it is approved by the Chief of Police and City Manager.
- G. To be eligible for a bonus, the member must demonstrate a clearly exceptional level of effort and achieve an outcome that is superior.
- H. Once the division's bonus funds are expended in a calendar year, there will be no additional funds available to the Division until the next calendar year.

Section 19.8 Shift Differential. Shift differential pay shall be provided under the following circumstances, excluding hours in paid status while on approved leaves, restricted duty, and off-duty court-time hours:

For all members regularly assigned to a shift which does not begin between 6:00 a.m. and 10:44 a.m., shift differential shall be applied to any hours worked. For members regularly assigned to a shift which begins between 6:00 a.m. and 10:44 a.m., shift differential shall be paid between the hours of 5:00 p.m. and 6:00 a.m.

Shift differential pay shall be applicable for actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours spent on approved paid leave, with the exception of leave due to mandatory training, which shall qualify for shift differential pay. Mandatory training is defined as classes/coursework required by the Division including training to maintain basic peace officer certification and training required for ancillary positions (i.e. Property Officer, DARE Officer, Juvenile Officer, K-9 Officer, Firearms Officer). Time spent in optional training programs shall not qualify for shift differential pay. If authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked as specified above. If shift differential pay is applicable, and overtime occurs, the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

The shift differential rate will be \$1.10/hour.

ARTICLE 20

RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 20.1 Temporary Work Assignment. If any member performs the duties of a higher rank, the member shall be paid hour-for-hour at the wage rate of that higher rank for all hours during which the member performs such duties. In all cases, the basis for determining the Office-In-Charge (O.I.C.) on any given shift shall be seniority. The most senior Officer assigned to that shift automatically becomes O.I.C. Should the O.I.C. be required to leave work during the shift, the second most senior Officer shall automatically become the O.I.C.

Section 20.2 Return to Duty. Any member who voluntarily resigns may be reinstated to the same rank and Step if there is a need for the member's services within two (2) years after the date of resignation, subject to approval by the City Manager. If there is no vacancy at the time of request for reinstatement, the Director of Human Resources shall place the name of said applicant at the bottom of the appropriate re-employment list for the remainder of the two (2) year period.

Section 20.3 Return from Military Service. Pursuant to the Ohio Revised Code Section 5903.03, any member who leaves, or has left, the City service to enter the active service of the Armed Forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the City, shall be entitled to receive compensation at the Step rate to which the member would have been entitled had service with the City not been interrupted by service in the Armed Services.

Section 20.4 Reinstatement from Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 Workweek. The workweek normally consists of forty (40) hours based on five (5) consecutive eight (8) hour work days and sixty (60) consecutive hours off. This Section is subject to the provisions in Sections 14.7 (D) and (E).

Section 21.2 Overtime. Members shall be compensated at straight-time rates for all hours in paid status, except that all hours in excess of either eight (8) hours in paid status in any work day or forty (40) hours in paid status in any workweek shall be compensated for at a rate of time-and-one-half (1-1/2). All overtime shall be authorized by the member's immediate supervisor. Failure of the member to obtain supervisory approval for overtime, prior to working the overtime, may result in disciplinary action. Except in emergency situations, the Division shall post available overtime opportunities and shall attempt to evenly distribute, as far as practicable, overtime to members requesting the same.

A member's regular rate of pay for purposes of computing overtime shall be calculated to include, as applicable, the following:

- A. Straight time hourly rate of pay;
- B. Shift differential hourly rate of pay;
- C. Working out of rank hourly rate of pay differential;
- D. Longevity payment. The applicable annual longevity pay amount, as referenced in Section 19.5, shall be divided by 2,080 to determine an hourly amount. That hourly amount will be multiplied by .5 and then multiplied by the number of

overtime hours worked in excess of 40 hours in paid status in each workweek. That amount shall then be included in the regular payroll check issued for the pay period in which the overtime work occurred

Section 21.3 Seventh Consecutive Day of Work. When a member is required by an appropriate supervisor to work on the seventh consecutive day within his/her scheduled work week, and the member has actually worked at least thirty-two (32) hours in the five (5) previous days plus a minimum of three (3) hours on the sixth (6th) consecutive day of work, the member shall be compensated at the rate of double time for all hours worked on the seventh consecutive day.

Section 21.4 Call-In Pay/Court Pay. When a member is either called in or scheduled in advance for work by an appropriate supervisor, and the member reports for said work more than 30 minutes before or after the completion of his or her shift, the member shall be paid or credited with a minimum of three (3) hours at the appropriate overtime rate. This provision shall apply portal to portal to members called in from off-duty for court appearances. Members, otherwise off duty, who are required by the Court to be and remain available for work-related court sessions, shall be compensated at the overtime rate for a minimum of two (2) hours in duration. In order to be compensated for more than two (2) hours at the appropriate overtime rate for said purpose, the member must provide appropriate justification from the Court that he was required to remain available for said time in excess of two (2) hours.

Section 21.5 Compensatory Time. At the election of the member, overtime may be compensated with compensatory time off in accordance with the provisions of the Fair Labor Standards Act. Such compensatory time off shall be equal to one and one-half (1-1/2) times or two (2) times as applicable for hours for each one (1) hour of overtime worked. The maximum number of accumulated compensatory hours permitted in a member's compensatory time bank, at any point in time, shall be Two Hundred Forty (240). At the end of each calendar year, the member shall be permitted to convert up to fifty (50) hours of accrued compensatory time in said bank to cash if, at the end of each year (December 31), the member has a minimum of fifty (50) hours of compensatory time in his compensatory time bank. The calculation for converting compensatory time to cash shall be the member's established hourly rate of pay multiplied by the number of hours the member desires to convert. In the event the member wishes to exercise this option, it shall be his or her responsibility to forward a memorandum to the Department of Finance specifying the number of hours the member wishes to convert to cash, prior to December 31, of each year. The cash conversion will then be paid in a separate check which shall be forwarded to the member on the scheduled pay date at the conclusion of the 1st pay period in the following year.

Compensatory time shall be denied in instances where usage of such would reduce the shift below minimum staffing levels.

Section 21.6 Payment For Accrued Compensatory Time Upon Separation. A member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of

separation. In the event of any member's death, such compensation shall be paid to the member's surviving spouse or, secondarily, to his or her estate.

Section 21.7 Use of Casual Leave Time. Any request for casual leave of more than eight (8) consecutive hours use shall be submitted at least seventy-two (72) hours in advance of its requested usage. The notice period may be waived in cases where circumstances make compliance impracticable. Requests for eight (8) or less consecutive hours use may be submitted with less than seventy-two (72) hours notice and may be approved by the shift supervisor (Sergeant or Corporal) on the same shift, as scheduling and operational needs of the Division permit such usage. Casual leave may be requested in multiples of one-quarter hours. Requests for casual leave shall not be approved in any manner so as to interfere with annual vacation scheduling.

For purposes of casual leave scheduling on a holiday, within thirty (30) days preceding the holiday, a member's schedule shall not be changed to accommodate the request for casual leave unless the affected member has agreed. This does not preclude the Division from altering shift assignments to maintain minimum staffing levels when illness or other emergency situations arise.

Section 21.8 Application to Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Division: 1) requires the member be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of the member by a separate and independent employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's options, agrees to be employed on special duty, the hours the member is employed by a separate and independent employer in law enforcement or related activities shall be excluded by the City in the calculation of the hours for which the member is entitled to overtime compensation.

“Special Duty” is also defined as any detail where members perform Police duties for a public or private entity in Dublin and required three (3) or fewer members. The Labor Relations Committee shall make recommendations to the Chief regarding rates, assignments, procedures, and guidelines concerning “Special Duty”. Said Committee shall be comprised of two (2) Members appointed by the Chief of Police and three (3) Members appointed by the Bargaining Unit, and shall meet at least once on an annual basis.

Any detail where a public or private entity requests four (4) or more Officers shall be designated as a “Special Event”. Guidelines, rates, assignments, and procedures for a “Special Event” shall be set by the Chief of Police or designee.

Section 21.9 On-Call Pay. When a Detective or Technical Crash Investigator is placed in an on-call status by the Division, the on-call member shall receive a \$1.05 per hour pay supplement as compensation for all non-working hours in which the members serves in the on-call status. In addition to the off duty hours spent in the on-call status, the member shall also receive the \$1.05 supplement during on-duty hours, including their regularly scheduled eight-hour shift, when such hours fall within the time frame (normally a 4 to 7 day block of time) the member has been

designated to serve in the on-call status. This \$1.05 per hour supplement shall be included in any calculation of overtime and shall be paid as part of the member's bi-weekly pay check.

ARTICLE 22 UNIFORMS, EQUIPMENT, AND ALLOWANCES

Section 22.1 Initial Issue. Upon appointment to the Division, each new uniformed member shall receive the items listed below:

- 6 long sleeve navy blue shirts (winter)
- 6 short sleeve navy blue shirts (summer)
- 1 8-point cap (summer-mesh cover) (winter-vinyl cover)
- 1 fur cap (winter)
- 1 raincoat
- 6 pairs dark blue pants (all weather)
- 3 plain navy blue neckties (clip-on)
- 1 jacket with appropriate City patches (lightweight with lining)
- 1 winter coat with zipper lining and appropriate City patches
- 1 pair all season plain-toed black uniform shoes
- 1 velcro belt
- 1 velcro gun belt
- 1 holster
- 1 double ammo case and two (2) speed loaders (or magazines, at Chief's option)
- 1 set of handcuffs
- 1 hat badge
- 2 breast shields
- 1 tie tac
- 1 name plate
- 1 service weapon
- 1 walkie holder (if necessary)
- 1 set of Body Armor
- 1 baton, with specifications approved by the Chief
- 1 ball cap
- 1 walkie
- 1 baton holder
- 1 glove pouch
- 1 riot helmet
- 1 first response kit (with corrective insert, if needed)
- 1 snow suit
- 1 taser
- 1 taser holder

Section 22.2 Change in Issuance. Should the required issuance of uniforms, uniform parts, leather, or equipment for the entire Division be changed by the City, all members shall be

provided the new uniforms, uniform parts, leather, or equipment at no cost to the members. Body Armor shall be replaced every five (5) years at the City's expense.

Section 22.3 Plain Clothes Issue. A member, upon initial assignment by the Chief to the Detective Bureau for "Plain Clothes" duty, shall receive the following:

- *\$1,100.00 for appropriate clothing;
- *1 holster
- *1 ammo mag pouch

Each member, if eligible, is entitled to this plain clothes issue only once during their employment with the City.

Section 22.4 Annual Uniform and Equipment Allowance. Effective January 1, 2008, each uniformed member, after his or her initial year of service, shall receive an annual uniform and equipment allowance in the amount of \$950. This allowance will be payable in two (2) semi-annual installments. The first semi-annual payment shall be made on either the following March 30 or September 30, whichever next follows the member's first anniversary date. Thereafter, these semi-annual payments shall be made on March 30 and September 30 of each calendar year. The uniform and equipment allowance shall be used by the member to maintain his/her required uniform, uniform parts, leather, and equipment including necessary replacement thereof.

Section 22.5 Annual "Plain Clothes" and Equipment Allowance. Effective January 1, 2008, each plain clothes member, after his initial year of service in the Detective Bureau, shall receive an annual allowance in the amount of \$950 payable in two (2) semi-annual installments. The first semi-annual payment shall be made on either the following March 30 or September 30, whichever next follows the member's first anniversary date of plain clothes assignment. Thereafter, these semi-annual payments shall be made on March 30 and September 30 of each calendar year.

Section 22.6 Required Purchases. Uniformed member's shall be required to purchase uniform parts and equipment as defined by appropriate orders, regulations, codes, or other policies of the Chief and City Manager. Plain clothes member's will be expected to purchase the needed clothing and equipment to function as a plain clothes member's of the Division, as required by appropriate orders, regulations, codes, or other policies of the Chief and City Manager.

Section 22.7 Dry Cleaning. The Employer shall provide uniform cleaning at no cost to the member. In any week, a member shall be entitled to have laundered/cleaned up to ten (10) uniform items. In addition, each member shall be permitted to have his/her winter coat and hat cleaned once each year. Uniform items for non-uniformed members shall be defined as items of regular work clothing. The City shall designate a dry cleaning service or services where uniforms are to be cleaned and the City shall have the exclusive authority to contract for the provision of such services.

Section 22.8 Damaged, Destroyed, Lost Personal Property. In general, personal property of a member, previously approved for City use, which is damaged or destroyed in the line of duty

shall be replaced by the City, via a reimbursement procedure, up to a maximum value of \$175.00 on a per occurrence basis. Requests for replacement of damaged personal property must be submitted in writing to the Chief identifying the circumstances under which the damage occurred and the type, brand name, model, value, condition prior to damage etc. of said property, together with the damaged property. If such request is subsequently approved, the member shall be reimbursed for the purchase of replacement personal property which, in all respects, is substantially similar to that which was damaged, up to the maximum value identified above, provided that the member submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specific exceptions to the above mentioned \$175.00 maximum reimbursement shall include initial issue items listed in Section 22.1, eyewear and off-duty service weapons, the maximum reimbursement for which shall be the replacement value of said items.

Personal property of a member, previously approved for City use, which is lost in the line of duty, may be replaced, via a reimbursement procedure, in full or partial value, up to a maximum value of \$175.00 on a per occurrence basis, if it can be shown that reasonable precautions had been taken by the member to prevent such loss. Requests for the replacement of lost personal property must be submitted in writing to the Chief identifying the circumstances under which the loss occurred and the type, brand name, model, value, condition prior to loss, etc. of said property. If such request is subsequently approved, the member may be reimbursed for the purchase of replacement personal property which, in all respects, is similar to that which was lost, up to the maximum value identified above, provided that the member submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specific exceptions to the above mentioned \$175.00 maximum reimbursement shall include eyewear, off-duty service weapons, Body Armor, and items specifically provided only to members on Bicycle or Motorcycle details, the maximum reimbursement for which shall be the replacement value of said items.

For purposes of this Section of the Contract, personal property shall include uniform parts as identified under Section 22.1 (Initial Issue).

Section 22.9 Termination. Upon termination, members shall return to the Division all Division-issued uniforms and equipment in good condition, minus normal wear.

Section 22.10 Retirement. Upon retirement to receive either service retirement or disability benefits, under honorable conditions, the City Manager may permit a member to purchase his or her issued service weapon for one dollar (\$1.00).

ARTICLE 23 VACATION LEAVE

Section 23.1 Vacation Year. The vacation year for members shall end on the last day of the payroll calendar year.

Section 23.2 Conditions for Accrual. Members shall accrue vacation leave by pay period at the annual rate set forth in Section 23.3, based upon years of continuous active service. A new member having less than one year of prior public service as defined in Section 23.8, shall accrue but not use vacation until completion of six (6) months of service with the City. A new member with more than one (1) year of prior public service shall be entitled to accrue and use vacation leave immediately upon appointment in accordance with the schedule in Section 23.3. In addition, a member shall not earn the member's full vacation accrual in a given pay period unless the member is in full pay status (i.e. on duty or on approved leave with pay) in the entire pay period. In the event a member is not in full pay status during the entire pay period, the member shall accrue vacation leave on a pro-rated basis taking into account the number of hours in full pay status during the pay period and the member's rate of accrual at that given time. The formula for pro-rating the members accrual under such circumstances shall be the number of hours in full pay status multiplied by the converted hourly accrual rate.

Section 23.3 Accrual Schedule for Vacations. Each member shall be entitled to vacation leave based upon the following vacation accrual schedule:

Completed Years of Public Service	Accrued Vacation (Hours Per Year)
0 Year - 1 Year	80 Hours
2 Years - 4 Years	108 Hours
5 Years - 9 Years	142 Hours
10 Years - 15 Years	182 Hours
16 Years - 20 Years	208 Hours
21 Years or more	246 Hours

Section 23.4 Vacation Carry-Over. A member with fewer than eleven (11) completed years of public service may automatically carry over from one payroll calendar year to the next a maximum of 160 hours of vacation leave previously earned but not used. A member with eleven (11) but less than twenty (20) completed years of public service may carry-over a maximum of 200 hours of vacation leave from one payroll calendar year to another payroll calendar year. A member with twenty (20) years or more completed years of public service may carry over a maximum of 240 hours of vacation leave from one payroll calendar year to another payroll calendar year.

Section 23.5 Vacation Scheduling/Use. The Division shall attempt to honor all vacation requests in the following manner with the understanding that all vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police.

- A. Annual Scheduling. By December 1, the Division shall post a vacation bid sheet for the following calendar year. Members shall submit written requests for vacation leave by December 15. In cases of conflict, Division seniority shall control as to granting of requests for vacation leave. In the event a member's initial request is disapproved, that member shall have 36 hours to resubmit one

final alternate request for consideration. The alternate request can not exceed the amount of time submitted in the disapproved request. During said 36 hour time period, vacation requests from other less senior members shall not be approved. During the annual vacation approval process, no compensatory time or personal leave requests shall be approved for months other than January or February of the calendar year.

- B. Casual Scheduling. For other than annual scheduling, or scheduling of leave on holidays, members may on a first-come basis request occasional use of vacation leave. Requests of eight (8) hours or less usage will be acted upon by the shift supervisor, where practicable, during the tour of duty in which the request is made. If no conflict in scheduling occurs, the member's request shall be honored.
- C. Incremental Usage. Vacation leave may be taken in multiples of one-quarter (1/4) hour.
- D. Vacation Leave shall not be used to artificially extend the separation date of a member's resignation from employment with the City. The effective date of a member's resignation from employment shall be the same as the member's last day worked.

Section 23.6 Rates of Pay for Vacation Hours. All vacation hours shall be paid at the applicable straight time rates; however, member ordered to work while on approved vacation leave shall be paid at the double time rate, with a minimum guarantee of four (4) hours of pay for each such call in.

Section 23.7 Annual Conversion of Accrued Vacation Leave. During December of each year, each member who has completed eleven (11) years or more of public service may convert a portion of the member's accrued but unused vacation leave to a cash payment subject to all of the following conditions.

1. The member must have a vacation leave balance of at least one hundred and twenty (120) hours at the end of the first pay period in December;
2. The member may convert no more than forty (40) hours of vacation leave to pay;
3. Vacation leave shall be converted at the rate of one (1) hour of vacation leave to one (1) hour of pay at the member's current straight time hourly rate of pay;
4. Once vacation leave is converted as part of this process, it cannot be converted back into vacation leave.
5. This payment shall be made to the member by separate check with the first pay of the following calendar year.

Section 23.8 Payment for Accrued Vacation Leave Upon Resignation/Separation and Death. Members who are laid off, who resign with two week's notice, or who are separated from City service shall be paid all unused but accrued vacation to which they are entitled at the rate of pay in effect at the time of separation. In the event of a member's death, such compensation shall be paid to the member's surviving spouse, or secondarily, to the member's estate.

Section 23.9 Prior Public Service Credit. A member of the City, who has prior public service with any state government or any political subdivision thereof, is entitled to receive credit for his/her prior service with such employers for the purpose of computing the amount of his/her vacation leave with the City, provided the nature of this service is relevant to the nature of his/her service with the City, and provided the City receives written verification of such prior service from such prior public employer.

ARTICLE 24 HOLIDAYS

Section 24.1 Paid Holidays. The following are designated as paid holidays for all members:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 24.2 Special Holidays. Any special holiday, as designated by the City, when City offices are closed for all or part of the day, will also be observed as a holiday under this Article.

Section 24.3 Holiday Work. Each holiday which is observed on a member's regularly scheduled workday shall be worked by the member unless the member is excused from work. However, the Division may schedule the workforce as necessary to provide adequate coverage to the City.

Members may request to be scheduled off on a particular holiday by timely request to the Chief of Police or designee. Such request shall be granted as long as the request does not substantially degrade service to the community. Conflict involving multiple requests shall be resolved on a seniority-within-rank basis.

Section 24.4 Holiday Pay.

A. If a holiday falls on a member's regularly scheduled day off, and the member is

not required to work the holiday, or if the member is excused from work, the member shall receive eight (8) hours compensatory time at the straight time rate, provided that the member was not absent without authorized leave on either the work day before or after the holiday. A member on sick leave the workday before or after the holiday may be required to present a doctor's certificate in order to receive credit for eight (8) hours of compensatory time.

- B. When a member works a holiday on the member's regularly scheduled workday, the member shall be entitled to:
 - 1. Regular rate of pay for all hours worked if eight (8) hours or less are worked, and double time the regular rate of pay for any hours worked in excess of eight (8) hours; and
 - 2. At the member's option, eight (8) hours pay or eight (8) hours compensatory time at the regular rate of pay; and
 - 3. One-half hour of compensatory time at the regular rate of pay for each hour worked.

- C. When a member works a holiday on the member's regularly scheduled day off the member shall be entitled to:
 - 1. Double time pay for all hours worked; and
 - 2. At the member's option, eight (8) hours pay or eight (8) hours of compensatory time at the regular rate of pay and;
 - 3. One-half hour compensatory time at the regular rate of pay for each hour worked in excess of eight (8) hours.

Section 24.5 Comp Time, Personal Leave, Vacation Leave on Holidays. For purposes of casual leave scheduling on a holiday, within thirty (30) days preceding the holiday, a member's schedule shall not be changed to accommodate the request for casual leave unless the affected member agrees. This does not preclude the Division from altering shift assignments to maintain minimum staffing levels when illness or other emergency situations arise.

ARTICLE 25 PERSONAL LEAVE

Section 25.1 Personal Leave. Effective the first pay period of January of each year, each member, who is in full pay status at such time, shall receive personal leave in accordance with the following schedule. However, new members appointed throughout the year shall receive a pro-rated allocation of Personal Leave in accordance with the following schedule:

PERSONAL LEAVE ALLOCATION
2011, 2012, 2013
40 Hours (5 days)

PRO-RATED PERSONAL LEAVE ALLOCATION	
Timeframe Appointed	Personal Leave Allocation 2011, 2012, 2013
January 1 through March 31	40 Hours (5 days)
April 1 through June 30	30 Hours
July 1 through September 31	20 Hours
October 1 through November 30	10 Hours
December 1 or Later	None

In the event a member is not in full pay status at the time personal leave is normally allocated to each member, yet returns to full pay status at some point thereafter, the amount of that member's Personal Leave allocation shall be pro-rated. For every pay period the member has been in less than full pay status, 1.55 hours of Personal Leave shall be deducted from the normal 40 hour annual allocation. Eight (8) hours of Personal Leave may be used, on three (3) separate occasions annually, at the member's discretion, provided that the member gives at least two (2) hours of call-off notice prior to the start of the member's shift. Personal Leave hours used in this fashion applies only to those member within patrol units and must occur by November 15th. In addition, only one (1) member per shift will be approved for Personal Leave usage in this manner. Personal Leave requested in this manner shall not be granted during designated "No Time Off" situations. Any Personal Leave not used in this fashion is subject to sufficient prior notice and prior approval of the member's supervisor. Personal leave must be used by the last pay period in December of the year in which it was received and may not be carried over to the next payroll calendar year. Personal Leave shall not be used to artificially extend the separation date of a member's resignation from employment with the City. The effective date of a member's resignation from employment shall be the same as the member's last day worked.

Section 25.2 Payment for Unused Personal Leave.

If a member is laid off, terminated, or separates service, the member will be compensated for unused personal leave at the rate of pay at the time of the layoff, termination or separation. The member must provide at least ten (10) calendar days' written notice prior to resignation in order to receive this compensation. In the event of a member's death, such compensation shall be paid to the member's surviving spouse, or secondarily, to his or her estate. A member will not be

compensated for unused personal leave if he or she resigns or is terminated within his/her one (1) year probationary period.

ARTICLE 26 INSURANCE

Section 26.1 Medical, Dental, & Vision Benefits. The City shall make available group medical, prescription drug, wellness, dental, and vision benefits to all members and dependents who meet the eligibility requirements of the plan. The plan design of this program from January 1, 2011 through December 31, 2012 shall be substantially the same as that in effect on December 31, 2010 with the following exceptions:

LifeTime Maximum – Medical Plan

The lifetime limit or maximum on the dollar value of benefits under the City of Dublin's medical plan no longer applies as of January 1, 2011.

Coverage for Adult Dependent Children – Medical Plan

Coverage levels will be based on the provisions outlined in the Patient Protection and Affordable Care Act (PPACA) final regulations and by state legislation which shall be reflected in the City's Summary Plan Description (SPD). At the time this Agreement was executed, final regulations for the Patient Protection and Affordable Care Act were yet to be promulgated and published by the U.S. Department of Labor and other regulatory agencies. Once these final regulations are published, the City's Summary Plan Description (SPD) shall be amended accordingly and such changes that result shall be incorporated into the Summary Plan Description (SPD) and herein by reference.

Coverage for Adult Children age 26 up to age 28 – Medical Plan

If coverage is elected, a premium equivalent will be charged through a payroll deduction.

Coverage for Dependents and Adult Children age 26 up to age 28 – Dental Plan

- A. Premium Equivalent Contribution. Coverage for Dependents. The benefits of the Plan will be made available if medical coverage is waived and if dental and vision coverage is paid for through an annual premium equivalent.
- B. Premium Equivalent Contribution. Coverage for Adult Children age 26 up to age 28. The benefits of this Plan will only be made available if paid for through an annual premium equivalent amount. Coverage of medical benefits does not include dental and vision insurance and will only be available if elected and paid for through a premium equivalent amount.

Consumer Driven Health Plan/Health Savings Accounts – Effective 1-1-13

Effective January 1, 2013, the City will provide health insurance coverage to Employees through a high deductible health plan with a health savings account (HSA). Annual deductibles shall be \$2,500 for single coverage in network and \$5,000 for family coverage in network for both medical and pharmacy coverage. Once the maximum of the deductible is met, the plan design of this program shall be substantially the same as that in effect on December 31, 2010 with the following exceptions listed in this article and the corresponding Attachment A. Details of the HSA are included in Attachment A and incorporated into this Article by reference.

In addition, the City will make annual contributions to each participating employee's health savings account based on the coverage level (single or family) and participation in the City's wellness program, Healthy by Choice (HBC) Plus. The benefit plan provides participation-based and results-based wellness incentives to help offset the employee deductible amounts under this plan design. Details of HBC Plus are included in Attachment A of this Agreement.

For the calendar year beginning January 1, 2013, the City's annual HSA contribution for each participating employee is:

Participation - Based

Single Coverage: \$1,125

Family Coverage: \$2,250

Results – Based

\$150 per health factor for single or family coverage with enrolled spouse (\$150 per member and spouse each)

\$300 per health factor for family coverage without enrolled spouse

Members who participate in Healthy by Choice Plus and receive the incentive contribution for the non-tobacco use health factor will be required to sign a confirmation form attesting that the Member has not used any tobacco products during the prior calendar year. In the event that the Member uses tobacco during the year that the incentive is otherwise paid, the Member shall not be eligible for such an incentive during such year or for such an incentive during the next calendar year and further, any incentive not yet paid shall be used to offset any non-tobacco incentive already paid. Any Member who falsifies a confirmation form regarding non-tobacco use may be subject to disciplinary action.

Medical Plan Preventive Care	
Effective 1-1-13	
In-Network	Out-of-Network
Plan Pays 100% / Member Pays 0%	Plan Pays 0% / Member Pays 100%
Covered items include, but are not necessarily limited to annual physical examinations, immunizations, mammograms, pap smears, prostate exams, colonoscopies and routine lab work. Services will be covered as recommended by a physician based on preventive care guidelines as outlined in the PPAC. (See Plan Document for more information.)	No covered items.

Medical Plan Annual Deductible	
Effective 1-1-13	
In-Network	Out-of-Network
Individual \$2,500	Individual \$5,000
Family \$5,000	Family \$10,000
Both medical and pharmacy expenses will contribute towards the deductible. For family coverage, the family deductible must be satisfied – either by the Member or by a covered family member or a combination thereof - before the plan pays for any covered services for you and your dependents.	

Medical Plan Co-Insurance	
Effective 1-1-13	
In-Network	Out-of- Network
85%/15%	60%/40%
Medical Plan Out-of-Pocket Maximum	
Effective 1-1-13	
In-Network	Out-of- Network
Individual \$4,000	Individual \$8,000
Family \$8,000	Family \$16,000

Medical Plan Hospital In-Patient Stay	
Effective 1-1-13	
85%/15%	60%/40%
85%/15%	60%/40%
Medical Plan Emergency Room	
Effective 1-1-13	
In-Network	Out-of-Network
85%/15%	85%/15%

Medical Plan Mental Health/Drug & Alcohol Out-Patient	
Effective 1-1-13	
In-Network	Out-of-Network
85%/15%	60%/40%

Medical Plan Mental Health/Drug & Alcohol In-Patient Stay	
Effective 1-1-13	
In-Network	Out-of-Network
85%/15%	60%/40%

Medical Plan Prescription Drug Coverage	
Effective 1-1-13	
Tier 1 – Generic Drugs	15% per rx to max co-pay of \$25
Tier 2 – Drugs on Formulary	25% per rx to max co-pay of \$100
Tier 3 – Non-Formulary Drugs Except Specialty Drugs	30% per rx to max co-pay of \$200
Specialty Drugs	25% per rx to max co-pay of \$100
Mail Order	The above co-insurance applies to mail order prescriptions; however, it is for a 90-day supply vs. 30-day supply. Maximum co-pay is double the retail max co-pay for each tier.
Stipulations	Specialty drugs available only through the UHC specialty network at a 30-day supply.

Medical Plan Coverage Additions
Effective 1-1-13
<p>Acupuncture services shall be covered as an Out-of-Network benefit subject to the Out-Network Deductible.</p> <p>Nutritional counseling services shall be provided by In-Network providers subject to the In-Network Deductible.</p>

Flexible Spending Account
Effective 1-1-13
<p>Members may choose annually, during the established open enrollment period, to participate in a Dependent Care Flexible Spending Account to cover eligible expenses as determined by the IRS.</p>
Dependent Care Expenses
<p>Maximum contribution of \$5,000 per year per family, subject to applicable IRS regulations.</p>
Flexible Spending Account Limitations
<ul style="list-style-type: none"> • Member must use the money in their FSA prior to a pre-specified deadline. • Money not used by the deadline reverts back to the City. • The City will provide notice of any changes to the FSA limitations based upon the applicable IRS regulations.

Dental Coverage Enhancements – Effective 1-1-13

Preventive care (already covered at 100%) will no longer be included in the \$1,750 annual coverage maximum.

Coverage shall be provided for composite resin fillings (white fillings) under Basic Services, subject to the applicable Deductible, Co-Insurance, and Annual Maximum Benefit.

Coverage shall be provided for Implants and Crowns related to implants under Major Services, subject to the applicable Deductible, Co-Insurance, and Annual Maximum Benefit.

Consumer MaxMultiplier Design Feature

This design feature allows plan members to use less dental services in a particular year or series of years, accumulate award credits, and use more dental services in future year. The following table explains how this design feature will operate.

Original Annual Maximum	Annual Claim Threshold	Annual Account Award	Annual Network Bonus	Annual Award + Bonus Maximum	Consumer MaxMultiplier Account Limit	Total Annual Maximum + Account limit
\$1,750	\$750	\$400	\$100	\$500	\$1,750	\$3,500

Definitions

Original Annual Maximum – Dental plan annual or plan-year maximum coverage level without regard to the Consumer MaxMultiplier benefit.

Annual Claim Threshold – To earn a Consumer MaxMultiplier benefit, claims during the plan year cannot exceed this amount.

Annual Account Award – This is the award amount earned when claims in the year are greater than \$0 and less than the Annual Claim Threshold.

Annual Network Bonus – This is the bonus amount earned only when network claims occur during the plan year.

Annual Award + Bonus Maximum – This is the maximum an individual may earn for his/her Consumer MaxMultiplier account during the plan year.

Consumer MaxMultiplier Account Limit – This is the maximum limit for an individual’s Consumer MaxMultiplier account. After reaching this limit, no additional funds are placed in an award account, regardless of plan year claims.

Total Annual Maximum plus Consumer MaxMultiplier Account Limit – This is the potential available dollar amount for an individual to use in any one benefit year if he/she reaches the Consumer MaxMultiplier account limit. It is the combination of the original annual benefit maximum plus the Consumer MaxMultiplier account.

Requirements

Plan members are required to have one claim per year, this can include an annual preventive exam.

Exclusions

This design feature is not applicable to Orthodontia coverage.

Patient Protection and Affordable Care Act (PPACA)

In light of the Patient Protection and Affordable Care Act of 2010 and anticipated changes that may result from further rules as defined by the governing bodies, the City will be legally required to adhere to changes that affect our benefit plan and could affect the delivery of benefits to Employees.

Section 26.2 Liability Insurance. The Employer shall maintain, subject to availability, Law Enforcement Liability insurance coverage for all members or the duration of this Agreement. The City shall pay the annual premium for such coverage. Whether or not insurance coverage is available, the employee shall be indemnified and held harmless by the City, provided the member acted within the scope of his or her assigned duties in the situation/incident out of which a claim or lawsuit arises.

Section 26.3 Change in Carriers. If it becomes necessary to change carriers (medical, dental, vision, and life insurance benefits only), and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Lodge prior to implementing the change in order to negotiate the impact of any proposed change.

Section 26.4 Life Insurance. Effective upon execution of this Agreement, the City shall provide group term life insurance coverage in the amount of \$150,000. The full premium for this coverage shall be paid by the City. In addition, the coverage reduction provisions within the existing life insurance policy in effect as of December 31, 2007, which begins at age 65, shall remain in the life insurance policy under this Agreement. Coverage amounts shall be doubled if the member is killed in the line of duty.

Attachment A. Healthy by Choice Plus Benefit Plan including a Health Savings Account

A. Effective January 1, 2013, the City will provide health insurance coverage to Members through a high deductible health plan and health savings account (HSA). Annual deductibles for the calendar year beginning January 1, 2013 shall be \$2,500 for single coverage in network and \$5,000 for family coverage in network for both medical and pharmacy coverage.

The City will make annual contributions to each participating members' health savings account based on the coverage level (single or family) and participation in the City's Wellness program. The benefit plan provides participation-based and results-based wellness incentives to help offset the employee deductible amounts under this plan design. Each employee has the opportunity to earn results-based wellness incentives in relation to four key health factors (blood pressure, cholesterol, body mass index/waist circumference, non-tobacco use) in the form of additional financial contributions to their Health Savings Accounts (HSA's).

Both the employee and spouse (if enrolled) must participate in the Wellness Program in order to qualify for the annual contribution based on family coverage. Members who have a spouse also employed by the City have two options: (1) elect one family coverage plan through either the Member or Spouse's position, or (2) or both elect single coverage. If either Member or spouse has dependent children, they must elect the first option.

Participating employees, newly hired during the year shall have the City's contribution to their HSA prorated based on the number of full months employed by the City in that initial year.

B. Each employee has the opportunity to earn results-based wellness incentives in relation to four key health factors (blood pressure, cholesterol, body mass index/waist circumference, non-tobacco use) in the form of additional financial contributions to their Health Savings Accounts (HSA's) for the calendar years beginning January 1, 2013 during the open enrollment period.

C. In addition, two additional opportunities to earn partial results-based wellness incentive will be offered during the year for blood pressure, cholesterol and BMI/waist circumference, for those who did not meet the health factor targets at open enrollment based on the following schedule:

1st Re-testing Date:

2/3 of the results-based reward for meeting the health factor target

1/3 of the results-based reward for showing progress towards either the cholesterol and/or BMI/waist circumference target

2nd Re-Testing Date

1/3 of the results-based reward for meeting the health factor target

1/3 of the results-based reward for showing progress towards either the cholesterol and/or BMI/waist circumference target

Progress toward the health factor target is defined as taking the difference between the City’s health factor target and your actual measurement; divide by three. You must improve at least that much.

Participating employees, newly hired during the year shall have the opportunity to participate in a re-test screening that will be offered during the year. The amount of the contribution will be based on the schedule listed under C, above.

D. Deposit of the City’s contribution into a HSA for each calendar year will be based on the following schedule:

Contribution for Participation-Based Incentive: 1/3 of the contribution will be deposited in January, May and September.

Contribution for Results-Based Incentives: the open enrollment testing will be deposited in January and re-testing will be deposited when earned based on the testing schedule outlined in C.

E. Employee “Health Savings Account” Contribution ~ Participation in Wellness Program

If the employee (and dependent spouse, if applicable) enrolls in the City’s Wellness Initiative as described below, the City will make an annual contribution described in Section 26.1. Enrollment in the City’s Wellness Initiative (Healthy by Choice Plus) is described below:

<p>Medical Plan Employee “Health Savings Account” Contribution Wellness Initiative</p>
<p>An annual opportunity to voluntarily participate in the Healthy by Choice Plus program to earn contributions towards a Health Savings Account (HSA) will be made in accordance with the City’s wellness initiative as follows; an employee and enrolled spouse must designate participation on an annual basis during open enrollment.</p>
<p>An employee will receive a contribution towards a Health Savings Account if employee (and enrolled Spouse if applicable) choose to participate in the City’s Wellness Initiative and designate such during established open enrollment period including:</p> <p>Requirement(s): Employee and enrolled spouse, if applicable, take on-line Health Risk Appraisal; screenings and submit documentation during established open enrollment period; complete annual exam with physician; and participate in an educational and activity program. Results are not reviewed by City personnel.</p>

F. Employee “Health Savings Account” Contribution ~ Result Based Wellness Incentive

If the employee (and dependent spouse, if applicable) voluntarily participate in the City’s Results-Based Wellness Incentive as described below, the City will make an annual contribution described in Paragraph B, above. The results-based incentives are based on meeting four key health factors targets described below:

Health Factor	HBC Target
Controlled Blood Pressure (based on up to three separate readings)*	<140/90**
Controlled total cholesterol (based on finger stick blood draw)*	<=200mg/dl or LDL <=130
BMI or waist measurement at the navel	BMI <= 25 or if BMI >25, waist circumference of 35 inches (female)/40 inches (male)
Tobacco Use	Tobacco free for one year and at time of screening

* With or without medication to control ** May test two times during screening appointment

An employee and enrolled spouse who elect to participate in the results-based incentives must attend a screening exam to be held on-site or other location as chosen by the City, in order to qualify for the incentive contributions for blood pressure, cholesterol, BMI or waist circumference. Off-site screenings will not be accepted. Participating employees and spouses will be asked to sign a confirmation form regarding their non-tobacco use to qualify for the incentive in relation to being tobacco-free.

If it is unreasonably difficult due to a medical condition for a participating employee or enrolled spouse to achieve a health factor under the Healthy by Choice Plus program or if it medically inadvisable to do so, the City of Dublin will make available a reasonable alternative standard to qualify for the requirement. In order to qualify for the requirement, an employee or spouse must submit a statement from a physician confirming that a medical condition makes it unreasonably difficult to meet the requirements of the program.

G. Wellness Initiative Enrollees Recreation Center Membership

If the employee enrolls in the City’s Wellness Initiative during the annual open enrollment period, the employee shall be entitled to a free Dublin Community Recreation Center membership during such period of enrollment.

Other HBC Plus Program enhancements for 2013 shall include the following:

- Implementation of an “Access the Expert” Program. Under this Program, HBC Plus members (employee and dependent spouse, if applicable) who do not meet the individual health factor

target measures for BMI/Waist Circumference, Blood Pressure, Cholesterol, and/or Tobacco Use, shall be eligible to participate in one-on-one counseling with a trained professional (e.g. exercise physiologist, dietician, nurse, stress management professional, pharmacist) to assist them in achieving their individual health factor target measures in the future.

- Implementation of a voluntary diabetes screening during open enrollment and voluntary participation in the UHC Diabetes Prevention and/or Control Program. Participation in the UHC Diabetes Prevention and/or Control Program is free to HBC members (employee and dependent spouse, if applicable).

ARTICLE 27
SICK LEAVE

Section 27.1 Sick Leave Accrual. All members shall be entitled to sick leave with pay accrued at the rate of 4.614 hours per pay period. Sick leave with pay shall accrue without limitation, with the exception that a member shall earn the full sick leave accrual each pay period only if the member is in full pay status for the entire pay period. In the event the member is not in full pay status for the entire pay period, the member shall accrue sick leave at the rate .0577 hours for each one (1) hour in full pay status during the pay period. New members shall be granted sick leave at the date of their employment and "advanced" 24 hours of sick leave. However, no additional sick leave will be allowed to accumulate until the end of the third month of employment.

Section 27.2 Use of Sick Leave. Sick leave with full normal pay shall be granted for the following reasons:

- A. Personal illness or physical incapacity.
- B. Illness or physical incapacity of a member's immediate family member requiring the member's personal care and attendance. Immediate family, for the purpose of this Section, is defined as mother, father, spouse, son, daughter, stepson, stepdaughter, person for whom the member serves in loco parentis, or legal guardian who stands in place of a parent. Members shall be permitted to petition the City Manager for usage of sick leave for illnesses to family members outside the definition of immediate family. The City Manager shall evaluate such requests and may, on case-by-case basis, approve such requests, at the City Manager's discretion.
- C. Enforced quarantine of the member in accordance with community health regulations.
- D. Where injury leave has expired and the member must be absent from work for an additional period.
- E. Sick leave may be requested for other members of a member's household, and may be approved by the City Manager on a case-by-case basis.

A member contemplating absence on sick leave shall inform the Division of the fact, except in the case of provable inability to make a phone call, and provided further that such calls shall be made as soon as possible thereafter.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in one quarter (1/4) hour increments, if needed.

A doctor's certificate, or other proof of illness, may be required for sick leave use if, in the judgment of the City, there may be some questions as to the legitimacy of the need for sick leave. Abuse of sick leave may be cause for disciplinary action.

Section 27.3 Conversion of Sick Leave. A member shall be entitled to the conversion of his/her accumulated but unused sick leave as follows:

A. Conversion Upon Separation.

The member may convert his/her sick leave subject to all of the following conditions:

- 1) The member separates employment while in good standing (member's separation must not be for just cause) with the City;
- 2) The member has at least ten (10) years of full-time public service, five (5) years of which must be full-time continuous service with the City; and
- 3) The member must have a sick leave balance of at least five hundred (500) hours at the time of separation;

The rate of pay for such accumulated sick leave shall be at the member's straight time hourly rate of pay at separation multiplied by one-third (1/3) of the total number of accumulated sick leave hours. Total payment under this provision shall not exceed 700 hours. In the event a member dies while in the employ of the City, except as provided in paragraph (C) of this section, and the member has at least ten (10) years of full-time public service, five (5) of which is full-time continuous service with the City the member's spouse, or secondarily the member's estate, shall be paid the aforementioned rate of redemption for accumulated unused sick leave.

B. Annual Conversion.

During December of each year, each member may convert a portion of the member's accrued but unused Sick Leave to a cash payment subject to all of the following conditions:

1. The member must have a sick leave balance of at least five hundred (500) hours at the end of the first pay period in December;
2. The member must have forty (40) hours or less of sick leave usage for the past 12 months as of the end of the first pay period in December (FMLA protected leave exempted);
3. The member may convert no more than twenty-eight (28) hours of sick leave to pay;

4. Sick leave shall be converted at the rate of one (1) hour of sick leave to one (1) hour of pay at the straight time hourly rate of pay;
5. Once sick leave is converted to pay, it shall not be converted back to sick leave.
6. This payment shall be made to the member by separate check with the first pay of the following calendar year.

C. Killed or Dies in the Line of Duty.

If a member is killed or dies in the line of duty, the member's surviving spouse, or, secondarily, the member's estate, shall be paid for one hundred percent (100%) of the value of the member's accrued but unused sick leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the member.

Section 27.4 Sick Leave Transfer from Prior Public Employer. Any member who has accrued sick leave with the State of Ohio or any political subdivision of the State shall be entitled to have this accrued sick leave transferred to the City of Dublin, provided the member was hired by the City within ten (10) years of resignation/separation from the prior public employer, and provided the City receives written verification of such prior service from the prior public employer.

**ARTICLE 28
INJURY LEAVE**

Section 28.1 Injury Leave with Pay. Injury Leave shall be granted, subject to the approval of the City Manager or designee, for a period of time or times up to one hundred eighty (180) calendar days for each injury. This one hundred eighty (180) calendar days of leave must be used within two (2) calendar years of the member's date of injury. This provision as to use of injury leave shall apply to any injury which first occurs during the term of this Agreement.

Injury is defined as a service-connected disability which interferes with a member's ability to perform his or her normal work duties, and which has been reported to the member's immediate supervisor not more than three (3) days from the date such injury occurs.

Simultaneous with the request for injury leave, the member may also make application and actively prosecute a claim for benefits under the Workers' Compensation Law of Ohio. If application for benefits under the Workers' Compensation Law is favorably considered, the Employer's obligation under the continued use of injury leave shall be the monetary difference between the member's straight time rate of pay and the benefits received under the Workers' Compensation Law.

It is the intent of the Employer to assure the member of full pay while on injury leave, considering benefits from Workers' Compensation and the Employer in the aggregate.

In cases where injury leave or sick leave is necessary, the Chief of Police may internally address a light duty work policy which will provide for the attempted placement of Divisional personnel who are unable to perform in their normal capacity.

ARTICLE 29 SPECIAL LEAVES

Section 29.1 Leave With/Without Pay.

- A. Leave Without Pay. Leave without pay may be granted, upon the approval of the City Manager, or designee, if requested in writing by the member. A member on leave without pay shall not accrue sick leave or vacation leave benefits, and, except for the time spent on FMLA leave, the member will be required to pay 100% of the cost associated with maintaining his or her medical, dental, and/or vision coverages if the member wishes any or all of said coverages continued. Failure of any member to report promptly at the expiration of such leave of absence shall be considered as a resignation. Leave without pay may be granted for:
1. **Personal Leave.** A leave without pay may be granted to a member at the discretion of the City Manager, or designee, for personal reasons not to exceed thirty (30) days without loss of seniority, if the member can be spared. This unpaid leave may be extended only with the written approval of the City Manager, or designee. Any request for an extension must be submitted in writing a minimum of two (2) weeks prior to the requested date of the extension.
 2. **Extended Illness or Accident Leave.** A leave without pay may be granted to a member for a period not to exceed one (1) year without loss of seniority when such member is physically unable to report for work because of illness or accident. The member must promptly notify the Chief of the necessity therefore (and the Chief shall transmit the request to the City Manager, or designee, for approval). The member must supply certification from a qualified physician attesting to the necessity for such absence.
 3. **Maternity Leave.** A maternity leave without pay may be granted to a member, without loss of seniority, upon approval of the City Manager, or designee. Extension of the leave may be granted for a period not to exceed one (1) year, if the member's physician states in writing that such an extension is needed for recuperative health reasons.

4. Probationary Period Leave. Leave without pay during the probationary period shall not be counted part of the probationary period.
- B. Leave With Pay. Leave with pay may be granted for good and sufficient reasons which are considered to be in the best interest of the City, by the City Manager, or designee, but only in the event of extraordinary circumstances.

Section 29.2 Jury Duty Leave. Leave with pay may be granted to a member in order that he/she may serve required jury duty, or if he/she is required by law to appear in a case resulting directly from the discharge of his duties as a City employee. In such cases, all witness or jury fees shall be signed over to the City.

Section 29.3 Bereavement Leave.

- A. In the event of death in the immediate family, a member shall be entitled to up to three (3) consecutive paid work days for a funeral service and/or burial, charged against the member's existing sick leave balance, and an additional two (2) days for such services out of state, if needed for these purposes, also charged against the member's existing sick leave balance.
- B. The immediate family for purposes of bereavement leave shall include: spouse, son, daughter, brother, sister, parent, legal guardian, person who stands in place of a parent, grandparent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law grandparent-in-law, half brother, half sister, aunt, uncle and any other relative living in the home of the member.

Section 29.4 Military Leave. Except as may otherwise be specifically provided herein, a member may be granted a leave of absence without pay to be inducted or otherwise enter military duty.

A member who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any one (1) calendar year. A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. If the member's military compensation exceeds the compensation the member is otherwise entitled to from the City, the member will not be entitled to any additional compensation from the City.

Section 29.5 Family and Medical Leave. Pursuant to the Family and Medical Leave Act ("FMLA") of 1993, FMLA leave may be granted to a member who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during

the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

- Because of the birth of a child or placement for adoption or foster care of a child;
- In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the member, if such spouse, son, daughter, parent, or “in loco parentis” has a serious health condition;
- Because of a serious health condition that makes the member unable to perform his/her employment functions.

The member must provide the City with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days notice is not possible. The member must provide the City with certification of the condition from a health care provider. The City, at City expense, may require a second opinion on the validity of the certification. If this second opinion contradicts the first opinion submitted by the member, a third opinion, at the City's expense, shall be sought from a mutually agreeable physician, which shall be binding on both the member and the City.

A member seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks taken because of the birth of a child or placement for adoption or foster care of a child. The member will be responsible for his/her share of the health insurance cost (if any) during the unpaid leave. If the member does not return from the leave, he/she is responsible for payment to the City of the monthly Single/Family rate paid by the City on behalf of the member during the leave. The City may, at its sole discretion, waive the repayment of such amount. The City will be responsible for the 30 day plan costs under COBRA.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

ARTICLE 30 TRAINING AND TUITION REIMBURSEMENT

Section 30.1 Training. In recognition of the value of continuing education and professional development of members, the City shall establish a goal of sixty (60) hours of annual training for members at the City's expense. This training may be either initiated by the City pursuant to a training schedule or by the member, with the approval of the Chief of Police or his designee. The training shall be related to a member's performance of his job duties or in preparation for

job duties which may be assigned to the member after completion of training. Reasonable efforts shall be made to accommodate the training to the member's regular work schedule. The City shall endeavor to provide as much advanced notice as practical to members regarding their training schedules. In that this training is a work-related duty, the member shall receive all pay and benefits to which he/she is otherwise entitled during training.

The expense for members who are required or requested to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the Employer, shall be paid by the Employer as follows:

- A. Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.
- B. Meals when not provided by the tuition.
- C. The current rate for mileage, as determined by the IRS, when a member is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, a member will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief. All other travel shall be considered to be non-work-related and non-reimbursable. Bus, train, or airfare at coach rate shall be provided for lengthy trips when travel is approved by the City Manager.
- D. Hotel or motel charges when lodging is not provided as term of tuition payment.
- E. Hourly rates will be paid when schools or training are scheduled during regular working hours.
- F. All necessary tools and equipment required by the course of instruction.

Checks may be issued in advance for paragraphs (A) and (D) of this Section.

Travel Time (Time in Transit), when it involves travel away from home overnight, shall be considered work time and therefore, compensable. Leisure time and sleep time are not considered work time and therefore, are not compensable.

Section 30.2 Tuition Reimbursement.

- A. Reimbursement Program. Each member shall be eligible for a maximum of Three Seven Hundred and Fifty Dollars (\$3,750) in reimbursement per calendar year for fees and required textbooks, and job-related courses/degree programs of instruction voluntarily undertaken.

- B. **Necessary Approval.** All course work subject to reimbursement shall be transmitted, in advance and through the Chief of Police to the Director of Human Resources/ Procurement for approval. The Chief of Police shall provide a written recommendation concerning approval/disapproval of the request at time of transmittal to the Director of Human Resources/Procurement. If practicable, a member shall make application for approval of course work reimbursement at least fifteen (15) days prior to commencement of the course of study. The Director of Human Resources/Procurement shall evaluate the member's course work/degree program for job-relatedness and shall notify the member, in writing, regarding his approval/disapproval of said course work/degree program on that basis. The City agrees that approval of course work/degree program will not be unreasonably withheld. 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 reapply for approval for each course within the portion(s) approved. If all or part of the program/course work is disapproved by the Director of Human Resources/Procurement, the member may appeal, in writing, said disapproval directly to the City Manager within 72 hours of notification from the Director of Human Resources/Procurement. The City Manager will issue a written decision on the member's appeal within five (5) working days of receiving said appeal.
- C. **Course Attendance.** Courses are to be taken on other than scheduled working hours, unless approval is obtained from the Chief of Police, or designee, to take such courses on duty time.
- D. **Reimbursement Procedure.** Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better. The member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming that the member has paid for tuition, fees, and required textbooks. Any financial assistance available to a member shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The member shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, or other expenses other than tuition, fees, and required textbooks.
- E. **Pay Back Obligation.** Effective January 1, 2003, in the event a member separates his or her service with the City within one year of receiving tuition reimbursement, the member shall pay back 100% of the reimbursement received in the prior twelve months for a Degree Program or continuing course of study. If such separation occurs within the second year after tuition reimbursement is received, the member shall pay back 50% of the reimbursement received in the prior twelve months for a Degree Program or continuing course of study. No such payback shall be required where a member is separated from service due to a layoff or receipt of a disability retirement. Any pay back obligation must be satisfied within one (1) year of the member's separation date.

**ARTICLE 31
FIELD TRAINING OFFICERS**

Section 31.1 Compensation. Any member who serves as a Field Training Officer shall be entitled to two (2) hours of compensatory time for every eight (8) hours of training time spent with the trainee.

**ARTICLE 32
CANINE UNIT**

Section 32.1 Compensation for Care and Maintenance of Division Canine. A Division canine will be the property of the Employer and will be licensed in accordance with all State and Local laws as such. The Employer will provide all food, equipment, insurance and veterinary services for the canine. The Canine Officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the member inside his/her residence and will not be permitted to be kenneled on his/her property. The Canine Officer will be assigned a normal duty shift not to exceed seven (7) hours per day unless an overtime assignment requires him/her to work overtime. The Canine Officer will be paid for an eight (8) hour shift. The one hour of compensation for each normal working day will be used for the care and maintenance of the canine including but not necessarily limited to cleaning, feeding and caring for the canine during the member's off-duty time on any given work day. Travel time to and from the Canine Officer's normal duty assignment does not constitute any part of his/her shift. Four (4) hours of compensatory time per fourteen (14) day period will be earned by the Canine Officer for the care and maintenance of the canine on the member's normal days off. Work performed on a normal day off other than canine care and maintenance shall be paid at the applicable overtime rate. Due to the nature of this assignment, the Canine Officer agrees to be "on call" by pager with the understanding that his/her services may be requested at any time, day or night. Should the Canine Officer not be available to respond to a request for service during his/her normal time off, the Canine Officer shall not be subject to disciplinary action. However, repeated failure to respond to requests for service during normal time off is grounds for a re-evaluation of the specific member's commitment to the program and could be used as part of assessing whether the member is to be retained in the position of Canine Officer. There shall be no compensation given until his/her services are requested and the Canine Officer has actually left his/her residence in response to a "call out".

**ARTICLE 33
EMPLOYEE INCENTIVE PROGRAMS**

Section 33.1 Employee Incentive Programs. Members shall be eligible for employee incentive programs (e.g. Personal Computer Purchase Program, Wellness Program incentives/awards, etc.) offered to other non-bargaining unit employees of the City. Eligibility to participate in these incentive programs and receipt of any awards through these programs shall be governed by the written program rules, regulations, and requirements as approved by the City Manager.

Section 33.2 Employee Discounts. Should Dublin City Council approve employee discounts in the future, the City agrees to apply such approved employee discounts to members and non-bargaining unit employees alike. Likewise, any Council approved modifications to present or future discounts will also be applied to members and non-bargaining unit employees alike.

**ARTICLE 34
DURATION**

Section 34.1 Duration. All of the provisions of this Agreement shall become effective January 1, 2011, unless otherwise specified. This Agreement shall continue in full force and effect until December 31, 2013.

Section 34.2 Signatures. Signed and dated at Dublin, Ohio on or as of this 4th day of November, 2011.



Marsha I. Grigsby, City Manager,
City of Dublin

James H. Gilbert, President
Fraternal Order of Police, Capital City
Lodge #9

Approved as to Form:



Stephen J. Smith
Law Director, City of Dublin

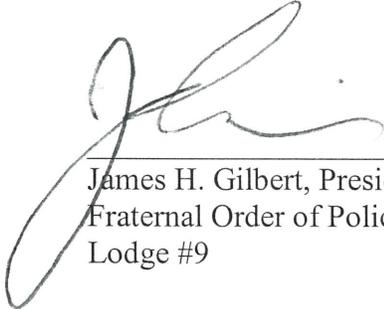
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Marsha I. Grigsby, City Manager,
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James H. Gilbert, President
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Lodge #9