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K28505

AGREEMENT
BETWEEN
THE CITY OF FRANKLIN
AND
FRANKLIN LAW ENFORCEMENT ASSOCIATION
LIEUTENANTS, SERGEANTS, PATROL OFFICERS
AND DISPATCHERS

SERB CASE NUMBERS

2011-MED-03-0417
2011-MED-03-0418
2011-MED-03-0419
2011-MED-03-0420

Effective through
June 30, 2014

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ARTICLE 1
PURPOSE

Section 1.1. This contract sets forth the Agreement between the City of Franklin, hereinafter referred to as the "City" and the Franklin Law Enforcement Association, hereinafter referred to as the "Union" or the "FLEA" which represents employees of the Division of Police as specified herein. Specifically, the Agreement addresses matters pertaining to wages, hours, or terms and conditions of employment mutually expressed between the parties.

Section 1.2. The male pronoun or adjective where used refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

Section 1.3. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining a proper service to the community.

Section 1.4. The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the City to be adjusted and settled in an orderly manner without interruption of such service to the public.

Section 1.5. To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2
RECOGNITION

Section 2.1. The City recognizes FLEA as the sole and exclusive bargaining representative for all employees employed by the City of Franklin, Division of Police, including patrolmen, dispatchers, sergeants and lieutenants, but excluding the Safety Director, Chief of Police, Captains, all professional employees, all confidential employees, management level employees and supervisors.

Section 2.2. The City will not recognize any other Union as the representative for any employees within the bargaining unit described above, except as provided in Section 4117.01 et seq.

ARTICLE 3
UNION MEMBERSHIP AND FAIR SHARE

Section 3.1. Union Membership. Subject to the provisions in Sections 3.2 and 3.3 below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, shall remain members in good standing, and those who are not members on that date shall become and remain members in good standing; all employees hired after the effective date of this Agreement shall become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 3.2. Check-off. Any employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Union an original assignment authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing.

Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within five (5) working days to the Union along with a current roster of employees.

- A. The City shall be relieved from making such individual “check-off” deductions upon employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization; in accordance with the terms of this Agreement.
- B. The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.3. Fair Share Provision. In lieu of becoming a member in good standing, as above provided, an employee shall, after sixty-one (61) days from date of employment, make fair share payments in lieu of dues to the Union. Such payment of Fair Share shall not exceed one hundred percent (100%) of the amount of FLEA dues for members. This section shall be referred to as the “Fair Share Agreement” and the employer shall deduct from the first paycheck of each employee, each month, the payments required by this section and shall remit the same to the Union within five (5) working days after this posting of the payroll. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to FLEA’s work in the realm of collective bargaining and contract administration.

Section 3.4. Bona Fide Religious Exemption. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the City and the Union that this has been done.

Section 3.5. FLEA represents to the City that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code.

Section 3.6. Indemnification of the Employer. FLEA shall defend, indemnify and hold harmless the City, the City Council, and the City Manager, the Chief of Police, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any cost arising from any action in any court or administrative agency alleging that FLEA’s internal rebate procedure is legally defective.

Section 3.7. The parties agree that neither the employee(s) nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to:

- A. The selection, direction, supervision, evaluation, discipline, promotion, retention, transfer, assignment and layoff of employees, the termination of probationary employees, and the termination for just cause of other employees;
- B. The making, amending and enforcement of reasonable work rules and regulations;
- C. The securing of the revenues of the City and the determination of the overall budget;
- D. The exercise of all functions of government granted to the City and the ability to take actions to carry out the mission of the Employer as a governmental unit;
- E. The exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter;
- F. The determination from time to time as to the standards of services and what services the City shall perform, the establishment or continuation of policies, practices or procedures for the conduct of its affairs, and the determination of the overall mission of the Employer;
- G. The acquisition and maintaining of adequate and safe equipment and the utilization of technology;
- H. The determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of employees required and the adequacy of the workforce; the establishment of training programs and upgrading requirements for employees; and, the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- I. The establishment and the changing of work schedules and assignments;
- J. The contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City or management may determine to be necessary for the orderly, effective, and efficient operation of the City;
- K. The effective management of the workforce, and the determination of the size and composition of the work force and the organizational structure of the Employer.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this section to contravene individual rights granted by this Agreement or otherwise by law.

Section 4.2. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this labor agreement are subject to collective bargaining between the City and the Union, except as otherwise specified in this labor agreement.

ARTICLE 5
USE OF BUILDINGS

Section 5.1. The City agrees to allow reasonable use of City buildings and facilities for the purpose of holding Union meetings based upon obtaining prior approval of the City Manager or his Designee, and availability of the space.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The City agrees to furnish the Union bulletin board space within the Police Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the City. The Union will be responsible to ensure that no defamatory, obscene or personal material is posted on the bulletin board. If management has objections to any defamatory, obscene, or personal posted material, he/she shall inform the Union associate who shall remove material from the "Bulletin Board." The Union shall be in sole responsibility of the "Bulletin Board."

ARTICLE 7
BONDS

Section 7.1. Whenever the City requires any of its bargaining unit employees be bonded, the City shall have the responsibility for securing and retaining said bond. The premiums for all bonds shall be paid by the City.

ARTICLE 8
PAY PERIOD

Section 8.1. The compensation provided for in this Agreement shall be paid to the respective employees on a bi-weekly basis, after withholding the appropriate deductions for Federal income tax and such other deductions as may be provided by State law or ordinances of the City.

ARTICLE 9
NON-DISCRIMINATION

Section 9.1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.

Section 9.2. The City and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, military status, handicap or disability, or ancestry of any person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin, military status, handicap or ancestry of any person.

Section 9.3. Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure or to the appropriate legal avenues for allegations of discrimination; however, the proper use of Bona Fide Occupational Qualifications is not discrimination and is not subject to the grievance procedure.

ARTICLE 10
MID-TERM BARGAINING

Section 10.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed unless FLEA is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or the effects of the decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 11
UNION REPRESENTATION

Section 11.1. In the event the City intends to discipline, investigate or take any other action which may affect an employee's job security or any other term or conditions of his employment, the City shall first advise the employee of this right to be represented during the interview. No employee shall be required to meet with any investigator or representative of the City of Franklin without Union representation once such representation has been requested; however, the Employer will only delay twenty-four (24) hours for the employee to secure his or her representative(s).

ARTICLE 12
UNION ASSOCIATES

Section 12.1. The City recognizes the right of the Union to designate Union Associates and Alternates. The authority of Associates and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Franklin Law Enforcement Association or its officers, provided such messages and information have been reduced to writing.

Section 12.2. Associates and Alternates have no authority to take strike action, or any other action interrupting the City services. The City recognizes these limitations upon the authority of Associates and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 12.3. Associates shall be permitted to investigate, present and process grievances on or off the property of the City on a no loss/no gain basis.

Section 12.4. The Union shall provide to the Employer an official roster of its Union representatives (including Associates and Alternates) which is to be kept current at all times and shall include the following:

- A. Name;
- B. Assigned work area (Associates only);
- C. Union position held; and
- D. Work address and phone number of Union staff representatives who are not employees of the Employer.

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

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1. Grievances or disputes which may arise as to the interpretation and enforcement of this Agreement shall be settled through the use of this article only. Any dispute regarding issues outside the parameters of this Agreement and which the Civil Service Commission or a court establishes jurisdiction may be appealed through such other legal proceeding.

Step 1 — An employee, within ten (10) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance may bring said grievance in writing to the attention of the officer in charge at the time the alleged grievance occurred, who shall make a recommendation to the Captain. The officer in charge shall also forward the grievance directly to the Captain.

Step 2 — The Captain shall make every effort to resolve the alleged grievance within ten (10) calendar days. Denial of the grievance or failure of the Captain to resolve the alleged grievance within the ten (10) calendar day period shall permit the Union the right to submit the alleged grievance to the Chief of Police, who shall rule on the merits of the grievance and respond within ten (10) calendar days. If the grievance is not settled to the satisfaction of the Union, the matter may then be referred to the City Manager for settlement within eight (8) calendar days after receipt of the Chief's response.

Step 3 — Denial of the grievance or failure of the City Manager to satisfactorily resolve the alleged grievance within a ten (10) calendar day period shall permit the Union the right to submit a demand for arbitration.

Step 4 — A grievance unresolved at Step 3 may be submitted to arbitration upon request by the FLEA in accordance with the provisions of this Article.

- A. FLEA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on a grievance from Step 3, FLEA shall notify the City of its intent to seek arbitration. Failure to provide such notification within ten (10) calendar days is waiver of the right to arbitrate, unless the parties agree to an extension.
- B. The City and FLEA shall immediately thereafter select an arbitrator to hear the dispute. If the City and the FLEA are not able to agree upon an arbitrator within ten (10) calendar days after the receipt by the Employer of the demand for arbitration, FLEA may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio only). After receipt of the same, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. The FLEA shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of seven (7) arbitrators from FMCS. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.
- C. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.
- D. All costs involved in appointing the arbitrator and in obtaining any necessary list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the City and FLEA.

- E. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that the wages of Department employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.
- F. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement.

Section 13.2. Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

Section 13.3. FLEA shall use a grievance form which shall provide the information required in the Article. FLEA shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The City shall furnish to the employee and FLEA Representative(s) all replies concerning the grievance.

Section 13.4. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 13.5. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 13.6. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. An employee shall have the opportunity to submit a written response to the reprimand in his or her personnel file. This disciplinary response shall be maintained in the file for as long as the disciplinary action is active. Grievances arising from discipline shall be submitted to the Chief of Police in Step 2 of the Grievance Procedure.

ARTICLE 14

PERSONNEL FILES

Section 14.1. An employee may review his or her own personnel file at any time during the normal working hours for the custodians of the records provided that this review does not interfere with the discharge of his or her duty or the duties of the Personnel Department. The custodians of the records shall be responsible for the privacy of such file. An employee shall have the right upon written request, to receive copies of all materials placed in his or her personnel file, at the employee's expense. Such copies shall be provided within five (5) calendar days. There shall not be more than one official (1) personnel file per employee.

Section 14.2. Disciplinary notices in an employee's file shall remain in effect for twenty-four (24) months and may not be used against an employee thereafter, provided no similar or like violations have occurred.

Section 14.3. Removed reprimands shall be sealed or similarly secured, accessible only through the City Manager, the Safety Director, or the Personnel Director; and may not be used for purposes of substantiating progressive discipline against that officer if the record has been good for that period or for correcting the record if an officer seeks to avoid discipline which is otherwise justified by inaccurately claiming a work record of no discipline.

Section 14.4. The contents of personnel files shall be prescribed by the City and retention of items shall be determined by State and federal law and as set forth in the retention schedule.

ARTICLE 15
SAFETY AND HEALTH

Section 15.1. The City and the Union agree that the safety and health of all employees are matters of high importance and each will cooperate in an effort to prevent injury or illness.

ARTICLE 16
DISCIPLINE AND HEARING CLAUSE

Section 16.1. Employees may not be suspended, discharged, or otherwise disciplined except for just cause. Absent a criminal investigation, employees shall be notified in writing of any internal investigation by the Police Department within twenty (20) calendar days after the incident at issue comes to the attention of the Police Chief or City Manager. A written Notice of Charges for alleged misconduct which could lead to a written reprimand, suspension without pay, reduction in classification (demotion) or discharge shall be given to an employee within twenty (20) calendar days after the investigation is completed. If the employee is unavailable to be served, he/she shall be served with said notice upon his/her return to duty.

Terms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 16.2. Except in instances where an employee is charged with gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance, and conduct.

Section 16.3. Predisciplinary Conference

- A. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or discharge), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference will be conducted by the City Manager or his designee. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the employee, a written outline of the charges which may be the basis for disciplinary action, and notice of the date, time, and place of the conference. The employee may choose to:
 - 1. Appear at the conference to present an oral or written statement in his/her defense;
 - 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
 - 3. Elect to waive (in writing) the opportunity to have a pre-disciplinary conference.
- B. It is deemed that the employee desires a pre-disciplinary conference, unless the employee elects to exercise his/her right to waive (in writing) the pre-disciplinary conference.

- C. At the pre-disciplinary conference, the City Manager or his designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.
- D. At the pre-disciplinary conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee may be represented by any person(s) he/she chooses. The employee shall provide a list of witnesses to the City Manager or his designee as far in advance as possible, but no later than one (1) hour prior to the pre-disciplinary conference. The Employer shall provide a list of witnesses to the employee or his/her designee as far in advance as possible, but no later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the pre-disciplinary conference. If the employee witnesses are on-duty employees of the City of Franklin, the Employer shall make every attempt to allow the witness to attend the conference.
- E. The employee and/or his or her representative will be permitted to cross-examine any witnesses; however, the Employer is under no obligation to present witnesses in a pre-disciplinary conference. A written report will be prepared by the City Manager or designee which will contain a finding of whether or not the alleged misconduct occurred. The employer will decide what discipline, if any, is appropriate. A copy of the City Manager's/Designee's findings will be provided to the employee within ten (10) calendar days following the conference.
- F. Pre-disciplinary conferences shall be tape recorded. A copy of the recording may be furnished to the employee, at the employee's request, within five (5) calendar days of the hearing, or the employee may also record the conference. All disciplinary action except verbal and written reprimands may be appealed through the grievance and arbitration procedures outlined in this Agreement.
- G. An employee who is brought before a disciplinary conference shall be upon request, provided access to, at no cost, all transcripts, records, written statements, written reports, investigative notes and analysis, and audio and video tapes pertinent to the case and allowed by law that:
 - 1. Contain investigatory information, which the Employer should have reasonable knowledge of,
 - 2. Are intended to support any disciplinary action,
 - 3. Are to be introduced in the disciplinary conference, or
 - 4. Any other information requested according to the applicable Public Records Law.

Section 16.4. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. (If no disciplinary action is taken by the Employer, the Employer shall reimburse the paid time used by the employee because of the leave of absence without pay.) An employee found guilty by a court of a felony may be summarily discharged. Where felony charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Agreement.

ARTICLE 17

MILEAGE ALLOWANCE

Section 17.1. Employees, when so authorized in advance by the City Manager or Chief of Police, shall receive compensation at the current IRS rate per mile, for all miles traveled as measured from the City Administration building for the use of their cars on authorized City business and where no other reimbursement for such authorized use of their cars has been arranged by administrative policy or directive.

ARTICLE 18
UNIFORM ALLOWANCE

Section 18.1. After a member's first full year of service, he or she will receive a clothing/maintenance allowance in the amount of nine hundred dollars (\$900.00) per year. This amount will be paid in two (2) equal payments of four hundred fifty dollars (\$450.00) each. Probationary employees shall receive only a maintenance allowance in the amount of four hundred twenty-five dollars (\$425.00). Bargaining unit members who begin employment during the year shall have their maintenance allowance prorated. The payments will be made on or before the tenth (10th) day in February and on or before the tenth (10th) day of August of each year, and will be by separate check.

Section 18.2. New patrol officers shall receive an initial uniform issue. Dispatchers, K-9, and bike patrol officers shall also receive an initial uniform issue. (See Appendix A).

Section 18.3. All police officers will be provided a bullet-proof vest and/or carrier. Said vest and/or carrier shall be at level no less than threat level II. Vests and/or carriers will be replaced by the Employer on an as needed basis or at the appropriate recommendation of the manufacturer.

Section 18.4. The Chief shall administer a personal item registry, which is documentation of personal items approved by the Chief as being reimbursable items. Eyeglasses, dental appliances and clothing need not be included on the registry. Where an employee supplies evidence that he or she sustained damage to eye glasses, clothing or any personal property on the registry while performing the duties of his assigned work with due caution and without interference by other employees, the City will reimburse the employee for the cost of necessary repairs or replacements, to a maximum of \$300.00 with proof of repair or replacement. For an item damaged with a replacement or repair value above \$300.00, the Chief of Police shall decide the amount of employee reimbursement on a case-by-case basis. The City reserves the right of subrogation.

ARTICLE 19
MILITARY LEAVE

Section 19.1. Military leave will be allowed pursuant to state and federal law.

ARTICLE 20
FUNERAL LEAVE

Section 20.1. Any regular full-time bargaining unit employee shall be granted usage of funeral leave, upon approval of the Chief of Police, for a maximum of three (3) days in the event of a death of an immediate family member if the funeral is within two hundred (200) miles of the City of Franklin, and if the funeral is more than two hundred (200) miles from the City of Franklin, the employee will be granted funeral leave not to exceed five (5) work days with pay. For purposes of this policy, the "immediate family" is defined as mother, father, brother, sister, child (including step-child), spouse, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, legal guardian or other person who stands in the place of the employee's parent, or any related person having established permanent residence in the employee's household.

Section 20.2. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless such time is approved by the Chief of Police.

Section 20.3. Any requests for funeral leave must be requested in accordance with any Notification of Absence policy maintained by the Department.

Section 20.4. Funeral leave may be extended by using sick leave, with the approval of the Chief of Police.

ARTICLE 21 **HOLIDAYS**

Section 21.1. The following holidays shall represent holidays which all bargaining unit members shall be entitled to receive with pay provided the members are in active pay status (i.e., time that is compensated by the City of Franklin) the last scheduled workday before the holiday and the first scheduled work day immediately following the holiday:

New Year's Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday in January)
President's Day	(3 rd Monday of February)
Easter Day	(Designated Sunday)
Memorial Day	(Last Monday in May)
Independence Day	(4 th day of July)
Labor Day	(1 st Monday in September)
Veterans' Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday in November)
Christmas Day	(25 th day of December)

Every employee, in addition to the above, shall be entitled to the day before Christmas (24th day of December) and the day before New Year's Day (31st day of December), provided he is in an active pay status (i.e., time that is compensated by the City of Franklin) the last scheduled work day before the holiday and his first scheduled work day immediately following the holiday. Bargaining unit members shall receive pay (eight [8] hours per day at their regular rate) for the holidays listed.

ARTICLE 22 **HOURS OF WORK AND OVERTIME**

Section 22.1. Where employees of the Division of Police, other than the Police Chief and Captain, are required to work more than eight (8) hours in a twenty-four (24) hour period or to be in active pay status more than forty (40) hours in any calendar week they shall receive compensation at one and one-half (1½) times their stipulated hourly rate for each hour worked in excess of the regular eight (8) hours per day or forty (40) hours per week. For purposes of this article, active pay status shall only include time worked, vacation, holidays, compensatory time, personal day leave, and sick leave.

Section 22.2. When required to report to work before the commencement of his or her regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of such regularly scheduled eight (8) hour daily working period, the employee shall receive a minimum of three (3) hours compensation at one and one-half (1½) times his or her stipulated hourly rate for each occurrence.

Section 22.3. Members may elect compensatory time off in lieu of overtime pay. Accrued compensatory time shall not exceed one hundred sixty (160) hours (i.e., there is a one hundred sixty [160] hour cap on compensatory time). An employee's earned compensatory time may be taken in one-quarter (¼) hour increments subject to the scheduling and operational needs of the Department. At least twenty-four (24) hours

notice is required for a four (4) hour or more increment request to be granted (this notice may be waived by the Employer if the employee is currently on duty and staffing/operations permit the absence of the employee).

Section 22.4. When scheduled to report to work on a holiday, the employee shall receive compensation at two (2) times the stipulated hourly rate for working that day, in addition to the eight (8) hours of holiday pay at their regular rate, and two (2) times the stipulated hourly rate for all hours in excess of eight (8) hours. Employees that fail to report to work on a scheduled holiday shall not receive holiday pay without a doctor's certificate.

Section 22.5. When required to report on a holiday, the employee shall receive a minimum of three (3) hours compensation at two (2) times the stipulated hourly rate.

Section 22.6. For holidays listed in Article 21.1, all members of the Division of Police shall receive eight (8) hours of holiday compensation, provided they are in a pay status compensated by the city.

Section 22.7. Court Time — All official court overtime duty commanding an appearance in a criminal, quasi-criminal or civil case, arising out of an incident while on duty as an employee of the Franklin Police Department and where the employee has no personal interest, shall be compensated at the rate of time and one-half (1½), and any employee who is compelled to perform such official overtime duty shall receive payment for a minimum of three (3) hours worked at the employee's overtime rate, or actual time worked, whichever is greater.

Section 22.8. Call-Out Procedure — The Call-Out procedure in effect at the time of this Agreement shall be included as an addendum to this Agreement.

ARTICLE 23 **VACATIONS**

Section 23.1. All full-time regular employees of the City shall receive vacation pay as follows:

<u>Year of Service</u> (at least)	<u>Working Days</u>
1	10
5	15
10	20
15	25

Section 23.2. Vacation credits will be accumulated on a monthly basis and can be used as they are accumulated. Vacation does not accrue during an unpaid leave of absence, an unpaid suspension, layoff, etc.

Section 23.3. A maximum of two (2) weeks of vacation time may be carried over to the next calendar year. The scheduling of such vacations shall be by the employee's supervisor, subject to the needs of the City, with due regard for seniority and employee's preference. The City Manager or his/her designee shall determine the timing and sequence of vacations, should such matters fail to be decided by the employee's supervisor. If such accrued vacation is not carried over, it will be paid out pursuant to Section 23.4, below.

Section 23.4. Employees may take pay in lieu of vacation earned as of their last anniversary date of full-time employment with the City, except for the provisions of Section 23.3 hereof, but such conversion of vacation credits to pay shall be made with at least four (4) weeks notice and there shall be a cap on vacation conversion

which shall be set at two (2) weeks of accrued leave. There shall be no reconversion from pay to vacation credits.

Section 23.5. An employee's earned vacation time may be taken in eight (8) hour increments, subject to the scheduling needs of the Department. At least twenty-four (24) hours notice is required for an eight (8) hour increment request to be granted.

Section 23.6. Vacation — If an employee is hospitalized while on vacation he/she may change his/her status from "vacation" to "sick leave" for actual scheduled work days hospitalized.

Section 23.7. When an employee leaves the City's employment, the balance of his vacation leave shall be paid at the employee's current wage rate, pro-rated to the time of separation.

ARTICLE 24

SICK LEAVE AND INJURY LEAVE/FAMILY AND MEDICAL LEAVE

Section 24.1. Sick leave is hereby authorized to be accumulated according to Ohio Revised Code 124.38. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave or any leave when an employee is being paid by the City.

Section 24.2. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours with advance notice of two (2) days except in those cases of emergency as defined in section 24.4.

Section 24.3. For the purpose of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, sibling, step parent, legal guardian or other person who stands in the place of a legal parent.

Section 24.4. The call-in time limits will not apply in cases of emergency illness or injury.

Section 24.5. The Employer maintains the right to investigate any employee's absence.

Section 24.6. The amount of sick leave time any one employee may accrue is unlimited but subject to the conversion rate in Section 24.13 and 24.14.

Section 24.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 24.8. An employee on sick leave shall inform the supervisor on duty of the fact and reason at least two (2) hours prior to the time he or she is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 24.9. The day an employee returns to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall promptly approve or disapprove sick leave requests on a case by case basis, and only for appropriate reasons.

A doctor's excuse may be required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week due to sick leave and/or injury leave.

Section 24.10. Falsification of the written, signed statement or altering the physicians' certificate may be grounds for disciplinary action, up to and including discharge.

Section 24.11. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period may be subject to disciplinary action.

Section 24.12. Occupational Injury Leave:

- A. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties, with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer, and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits during injury leave if it is anticipated that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed one hundred twenty (120) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for whatever time necessary. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.
- B. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.
- C. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the employee, treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

- D. The Employer will make an effort to provide the employee with light duty with the approval of, and within the limitations set by, the employee's treating physician. The Employer will determine if light duty work is available.
- E. The Employer may provide this benefit to the employee through income protection insurance or by any means available to the Employer. The cost of such insurance shall be at the Employer's expense.
- F. Employees on Workers' Compensation lost income benefits do not earn sick leave (after the expiration of the 120 day injury leave [see paragraph A]).

Section 24.13.

- A. For persons employed by the Division of Police on a full-time basis, prior to January 1, 2005, upon death or retirement every employee shall receive full payment of up to one hundred fifty (150) days unused sick leave accumulated. Except for dismissal, if an employee terminates employment with the City for reasons other than death or retirement, he shall be paid one (1) day's pay for every two (2) days' accumulated sick leave.
- B. For persons employed by the Division of Police on a full-time basis on or after January 1, 2005, upon death or retirement shall receive the following payment of unused sick leave accumulated;
 - 1. Employees with 1-8 years of service with the City of Franklin Police Division ("Division") shall receive payment for each unused sick day up to a maximum of fifty (50) days.
 - 2. Employees with 9-16 years of service with the Division shall receive payment for each unused sick day up to a maximum of one hundred (100) days.
 - 3. Employees with 16 or more years of service with the Division shall receive payment for each unused sick day up to a maximum of one hundred fifty (150) days.
- C. The estates or personal representatives of employees who die in the line of service or who are otherwise permanently disabled as the result of an injury in the line of duty shall receive payment for accumulated, unused sick days up to a maximum of one hundred fifty (150) days regardless of the number of years of service with the Division of Police.

Section 24.14. In any one (1) year, sick leave credits may be converted to cash under the following schedule:

- A.

<u>Sick Leave Credits</u>	<u>Trade</u>
over 30 days	3 for 1
over 66 days	2 for 1
over 90 days	1 ¼ for 1
over 150 days	1 for 1
- B. Cash conversion is to be paid by the last day in January for the previous calendar year.
- C. Conversion must be requested by the first seven (7) days in January. If not requested it will be accumulated.
- D. All accumulation in excess of one hundred fifty (150) days must be converted.

Section 24.15. If an employee who has been employed on a full-time basis in a City funded position since a date prior to March 1, 1980, wishes to be included under the general provisions of this Article, he may do so by formally requesting same in writing to the City Manager. If an employee elects this option, the choice is irrevocable.

Section 24.16. Family and Medical Leave Act — This Article and the use of sick leave shall be subject to and consistent with the Family and Medical Leave Act of 1993 and the City's adopted policy with respect thereto.

ARTICLE 25 **BILL OF RIGHTS**

Section 25.1. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the City.

Section 25.2. The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.

Section 25.3. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the Force. These questions often require investigation by superior officers designated by the Chief of Police or the City Manager. In an effort to ensure that these investigations are conducted in a manner which is proper and fair to all parties, the following rules are hereby adopted:

- A. The questioning of a member of the force shall be at a reasonable hour or when the member of the force is on duty. When, however, the exigencies of the situation dictate that a member of the force be questioned when he is not on duty, he shall be allowed to submit a minimum of four (4) hours overtime.
- B. The questioning shall take place at a location designated by the investigating officer. Usually it will be at the Police Department or the location where the incident allegedly occurred.
- C. The member of the force shall be informed of the nature of the investigation before any questioning commences. He shall be served with a signed written complaint setting forth sufficient information to reasonably apprise him of the allegations against him. If it is known that the member of the force is being questioned as a witness only, he should be so informed at the initial contact.
- D. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are necessary.
- E. The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
- F. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the decisions of the Supreme Court of the United States which are in effect at the time of the questioning.
- G. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his

Union Representative before being questioned. Counsel and/or a representative of the Union may be present during the questioning of a member of the force.

Section 25.4. When an anonymous complaint is made against a bargaining unit member and there is no corroborative evidence of any kind, then the complaints shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than twenty (20) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.

Section 25.5. No polygraph examination or voice stress analysis shall be given for investigative, or other purposes, unless requested by the bargaining unit member being questioned.

Section 25.6. Discipline shall be carried out in a private and business-like manner. Discussions regarding behavior or corrective action shall not take place in a way that would embarrass an employee in the presence of co-workers or the public.

ARTICLE 26

SEPARABILITY AND SAVINGS

Section 26.1. If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or, enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such article or section as to persons or circumstances other than those as to which compliance with or enforcement of, has been restrained, shall not be affected thereby.

Section 26.2. In the event that any article or section is held invalid or enforcement or compliance with which has been restrained, as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted to submit the issue to arbitration as provided in Article 13 (Grievance and Arbitration Procedure) of this Agreement.

ARTICLE 27

PROBATIONARY PERIODS

Section 27.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be in accordance with the following schedule:

A. New Hires.

All newly hired employees shall serve a probationary period of one (1) year. Upon successful completion of probation the employees shall be advanced to the next step in grade.

B. Promotions.

All newly promoted employees shall serve a probationary period of six (6) months. Upon successful completion of probation, the employee shall be advanced to the next step in grade.

Section 27.2. A newly hired probationary employee may be terminated any time within his probationary period and shall have no appeal through the grievance-arbitration procedure. Benefits for newly hired employees shall become effective upon the completion of thirty (30) days of employment, retroactive to the first day of full-time employment. Health insurance will become effective per the City insurance contract.

Section 27.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

Section 27.4. A newly promoted employee shall be required to successfully complete the probationary period in his new position, as listed in Section 1 of this Article. The effective date of the beginning of such probationary period shall be the effective day of the promotion.

Any employee failing to complete the required promotional probationary period shall be returned to his previously held classification and rate of pay.

Any newly promoted employee may voluntarily elect to return to his previously held classification within thirty (30) days after promotion.

ARTICLE 28

WORKING IN A HIGHER CLASSIFICATION

Section 28.1. When a patrolman is assigned as a shift commander he shall be paid the rate of top Sergeant's pay for the shift.

Section 28.2. If a Lieutenant works as a shift commander, no lower rank will work in a higher classification.

Section 28.3. Non-bargaining employees shall not be assigned to perform bargaining unit work, if such assignment displaces bargaining unit members from their regular job assignments.

ARTICLE 29

MINIMUM MANNING

Section 29.1. A minimum of three (3) uniformed patrol officers (including supervisor) shall be required for each shift.

ARTICLE 30

INSURANCE

Section 30.1. Life Insurance. The City shall provide each employee in the bargaining unit with life insurance in an amount equal to one (1) year's base rate double indemnity for accidental death.

Section 30.2. The City of Franklin shall make available to all bargaining unit employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining unit City of Franklin employees. All insurance requirements (e.g., fees, copayments, etc.) specified for such non-bargaining unit City employees shall also be applicable to bargaining unit employees; this does not include premium contributions, described below. The City will have the right to change carriers. If an insurance buyout is offered to non-bargaining unit employees, it shall be offered to employees covered by this labor agreement on the same basis.

The participating employee shall pay eleven percent (11%) of the applicable premium rate in 2011, twelve percent (12%) of the applicable premium rate in 2012, twelve and one-half percent (12½%) of the applicable premium rate in 2013, and thirteen percent (13%) of the applicable premium rate in 2014. Employee contributions shall be by payroll deduction and shall be divided into two (2) equal deductions per month.

The parties shall establish a Joint Insurance Committee consisting of representatives from the bargaining unit and management and/or other representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and will submit package recommendations to the Franklin City Council; however, Franklin City Council maintains the right to determine appropriate coverage.

The Employer will furnish an annual statement to the Union showing the costs to the Insurance Reserve Fund and the balance remaining.

ARTICLE 31 PERSONAL LEAVE DAYS

Section 31.1 All full-time bargaining unit employees in active pay status (i.e., time that is compensated by the City of Franklin) on January 1 of each year shall be entitled to four (4) personal leave days with pay (not chargeable to sick time) per year. Employees not in active pay status on January 1 shall receive a quarterly prorated amount of personal leave days proportionate to the date of hire, or date of return from approved, unpaid leave afforded by this labor agreement. Personal leave days must be scheduled with and approved by the Chief of Police. Approval shall not unreasonably be withheld. If a personal day is requested to be used and is refused, it may be carried over to the next year (limited to two [2] days carry over).

ARTICLE 32 LAYOFF AND RECALL

Section 32.1. Division of Police employees may be laid off as a result of lack of work, lack of funds, or abolishment of position. In the event of a layoff, the Employer shall notify the affected employee thirty (30) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss with representatives of the Union, the impact of the layoff on the bargaining unit member. Any layoff in the bargaining unit shall be in accordance with classification and departmental seniority (i.e., the most recent employee hired in the affected classification is the first employee laid off).

Any employee laid off may displace an employee with less seniority in a lower classification in the classification series.

Any employee laid off from a bargaining unit position may, at his option, displace a permanent part-time or intermittent employee in the same classification. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Section 32.2. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the FLEA.

Section 32.3. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid-off employee to provide the Employer with written notice of any changes of address, phone number, and/or name during the layoff period.

Section 32.4. The recalled employee shall have ten (10) calendar days following the date of recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 33
DEFERRED COMPENSATION

Section 33.1. The City shall make available to each member the Ohio Public Employee's Deferred Compensation Plan. The City will facilitate employee's contribution to this plan through payroll deductions. The City does not guarantee that organization will maintain the plan.

ARTICLE 34
SHIFT ASSIGNMENTS

Section 34.1.

- A. It is agreed that for the life of this contract, that the Franklin City Police personnel shall be allowed upon request, in writing, an assignment to a different shift of work.
- B. It is agreed that any request could require a ninety (90) day waiting period, before initiated, and a limit of one (1) shift transfer, each year of this Agreement.
- C. It is agreed that time in grade will be the sole determination factor in any request for change to a different shift.
- D. It is agreed that this shall not limit or prevent any reassignment made by mutual agreement between employees, and management.
- E. It is further agreed no overtime payments will be made to implement any employee requested reassignment.

Section 34.2. Regular shift assignments will be bid by seniority in classification once per year. Days off shall be bid by seniority. Individuals of supervisory rank must have conflicting days off if assigned to the same shift.

Section 34.3. Special assignments (e.g., detective, K-9, etc.) as determined by the Employer, are specifically excluded from this Article.

ARTICLE 35
LONGEVITY COMPENSATION

Section 35.1. All regular full-time bargaining unit employees of the City shall receive, in addition to any and all other compensation provided by the City, a payment for longevity based upon their length of employment as regular full-time bargaining unit employees as of December 1 of each year. Such payment shall be made annually on the first pay period after December 1 of each year and shall be computed as follows:

- A. After two (2) full years of service, the employee shall be paid one hundred dollars (\$100.00);
- B. After three (3) full years of service, and each year thereafter, the employee's longevity allowance shall be increased by fifty dollars (\$50.00). (For example, after year three [3], the employee is paid one hundred fifty dollars [\$150.00]; after year four [4], the employee is paid two hundred dollars [\$200.00]; after year five [5], the employee is paid two hundred fifty dollars [\$250.00]; etc.).

Section 35.2. Years of service shall be computed for each employee as of December 1, of each year and a regular full-time employee shall be one who is employed for not less than thirty-six hours each week for fifty-two weeks each year.

ARTICLE 36
WAGES

Section 36.1. Bargaining unit members shall receive wage compensation according to the following schedule, which reflect no general increase in 2011; a one and one-half percent (1.5%) general increase effective January 1, 2012; a two percent (2%) general increase effective January 1, 2013; and a two percent (2%) general increase effective January 1, 2014.

		Probation	1 Year	2 Years	3 or More years
PATROL OFFICER					
Effective 1/1/12	Hourly	\$19.98	\$23.74	\$24.96	\$26.23
Effective 1/1/13	Hourly	\$20.37	\$24.21	\$25.46	\$26.75
Effective 1/1/14	Hourly	\$20.78	\$24.69	\$25.97	\$27.29
DISPATCHER					
Effective 1/1/12	Hourly	\$18.43	\$19.37	\$20.34	\$21.33
Effective 1/1/13	Hourly	\$18.80	\$19.76	\$20.75	\$21.76
Effective 1/1/14	Hourly	\$19.18	\$20.16	\$21.17	\$22.20

Section 36.2. The City shall maintain a seven percent (7%) wage differential between a Step 4 Patrol Officer and a top step Sergeant, effective January 1, 2012. The City shall maintain a seven percent (7%) wage differential between a top step Sergeant and a top step Lieutenant, effective January 1, 2012. Effective January 1, 2013, these wage differentials shall both increase by one-half percent (½%) to seven and one-half percent (7½%). Effective January 1, 2014 these wage differentials shall both increase by one-half percent (½%) to eight percent (8%). These wage differentials are based on the rates in Section 36.1 and not in Appendix B.

Patrol Officers hired after January 1, 1999, shall receive wage compensation according to the schedules in Appendix B.

ARTICLE 37
INTEGRITY OF THE AGREEMENT

Section 37.1. During the term of this Agreement, each party waives any and all rights to request the other party to negotiate on any subject addressed in this Agreement, except to the extent that this Agreement specifically provides otherwise.

ARTICLE 38
COMMUNICABLE DISEASES

Section 38.1. The Communicable Diseases Policy shall be reviewed at least annually and updated, if necessary. The policy, along with any revisions to said policy, shall be disseminated to all bargaining unit members.

Section 38.2. The Communicable Diseases Policy is the policy set out in General Order 71.6.0 (Infectious Disease Prevention), unless modified through the labor-management process.

ARTICLE 39
TRAINING AND TUITION REIMBURSEMENT

Section 39.1. Reimbursement for travel expenses, tuition and other charges related to training approved by the Chief of Police shall be in accordance with City policy and regulations and consistent with reimbursement of such similar expenses to other City employees, except where such reimbursement is altered by this Article.

Section 39.2. Non-probationary, bargaining unit members who attend educational classes at accredited Ohio colleges or universities shall receive reimbursement for tuition expenses and required course materials according to the following provisions:

- A. The course of study must be reasonably related to the employee's job, and approval for participation in the reimbursement program must be received prior to the start of actual course work. Reimbursement will be made at the conclusion of the course work, and after submission by the employee of documents showing completion and passing grades. Reimbursement will be based on the following schedule:
- B. 1. Final Grade:
 - "A" 100% reimbursement
 - "B" 100% reimbursement
 - "C" 100% reimbursement
 - "D" No reimbursement
 - "F" No reimbursement

2. Pass/Fail Grading Systems:
 Pass 100% reimbursement
 Fail No reimbursement

- C. Employees who work for the Department less than two (2) years after being reimbursed for college course work (excluding those who take a regular retirement), must repay a portion of the money he or she received for the course(s). Repayment will be based on the following schedule:

<u>Date of Termination</u>	<u>Percent to Pay After Reimbursement</u>
0 – 12 months	100%
13 — 24 months	50%

Full months only will be counted in calculating the number of months worked.

- D. The maximum amount an employee can be reimbursed in any calendar year is \$1500. Employees who exceed the \$1500 limit may be entitled to receive additional reimbursement with the approval of the Chief of Police.
- E. Repayment due for college level course work may be withheld from the employee's last paycheck.

ARTICLE 40 **PENSION AND RETIREMENT**

Section 40.1. Pension Pick-Up Plan: Consistent with the provisions of Internal Revenue Service Rulings (e.g., 77-462 and 81-35, etc.), the Employer shall pick-up each employee's mandatory contributions to the Employees Retirement System of Ohio (PERS) or the Police and Fire Pension Fund (PFPF), provided that no employee's total salary is increased by such pick-up nor is the Employer's total contribution to PERS or PFPF increased thereby. The dollar amount to be "picked-up" by the Employer:

- A. Shall equal the percentage amount of the employee's mandatory PERS or PFPF contributions as of December 31, 2007;
- B. Shall be credited by PERS or PFPF as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Employer as subject to current federal and state income taxes;
- E. Shall be reported by the Employer as subject to city income taxes; and
- F. Shall not affect the calculation of an employee's hourly rate of pay for any purpose whatsoever, including making wage adjustments because of absence, calculating severance pay, or in reporting employee authorized credit information to financial institutions.

Section 40.2. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

Section 40.3. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Employer will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 41
NO STRIKE/NO LOCKOUT

Section 41.1. The employee and the Employer will be covered by the Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 42
WORK RULES

Section 42.1. The City or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs in accordance with the provisions of this Agreement. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules.

Section 42.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 42.3. Any additions or amendments to the work rules shall be reduced to writing, and placed in the reading file for a period of at least ten (10) calendar days.

Section 42.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Chief, or designee, or by the use of outside vendors for the conduct of awareness training. The Employer shall require employees to sign or initial acknowledgment of new safety standards and safe practice procedures.

ARTICLE 43
WAIVER IN EMERGENCY

Section 43.1. In cases of emergency declared by the President of the United States, the Director of Homeland Security, FEMA, local EMA, the Governor of the State of Ohio, the City Manager of Franklin, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 44
LABOR/MANAGEMENT MEETINGS

Section 44.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issue, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than one (1) employee representative per bargaining unit in pay status will attend such meetings. The FLEA and the City may have representatives as each deems necessary to address the issues.

Section 44.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the FLEA of the changes made by the City which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the FLEA representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 44.3. Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

ARTICLE 45
PHYSICAL STANDARDS

Section 45.1. The Employer agrees to negotiate with FLEA to formulate specific plans and procedures for physical agility requirements. These negotiations shall include the statutory dispute resolution procedures of O.R.C. 4117 upon impasse. These plans and procedures will be developed when the Employer decides to plan such a program and will be completed prior to implementation of said program. A dispute settlement procedure, including a binding arbitration clause, will be included in the finished program.

ARTICLE 46
LEAVE OF ABSENCE

Section 46.1. The City may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon request to and with the approval of the City.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave. The employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to the approval of the City. Except for emergencies, employees will advise the City thirty (30) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to his or her classification. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 32 of this Agreement.
- D. An employee may return to work before the schedule expiration of leave as requested by the employee and agreed to by the City.
- E. The City should send a written reminder to the employee at least two (2) weeks prior to the end of the unpaid leave of absence. If the employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
- F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave or sick leave nor shall he accrue or be granted holidays or personal days during such unpaid leave of absence (see Articles 21 and 31 of this agreement).
- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.

Section 46.2. Disability Leave: A physically or mentally incapacitated employee who has completed his or her probationary period may request an unpaid disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his or her written request for unpaid disability leave. The employee must also:

- A. Be hospitalized or institutionalized; or
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of this position by a licensed physician. Such physician shall be selected by the employee from a jointly requested list of three (3) submitted by the Greater Cincinnati Academy of Medicine.

It is the employee's responsibility to request an unpaid disability leave since such leave is not granted automatically when the employee has used all of his or her accrued sick leave.

When an employee is ready to return to work from an unpaid disability leave, he or she shall furnish a statement by a physician releasing the employee as able to return to full-time and full capacity duty.

The City may require an employee to be examined by a licensed physician at the expense of the City. An employee found to be unable to physically or mentally perform the essential functions of his or her position shall be placed on unpaid disability leave as provided for in this Section except as set forth in Section 46.1 (G) above. City required disability leave may be appealed through the grievance and arbitration procedures.

Such disability leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.

The City should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

An employee who has been granted an unpaid Disability Leave shall not accrue vacation leave or sick leave nor shall he accrue or be granted holidays or personal days during such a Disability Leave (see Articles 21 and 31 of this agreement).

ARTICLE 47

ALCOHOL/DRUG STANDARDS

Section 47.1. Drug/alcohol testing may be conducted on employees at time of pre-employment, post accident, follow-up (pursuant to this Article), return-to-duty (pursuant to this Article), or upon reasonable suspicion, and/or in conjunction with a random testing program. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 47.2. Random testing procedures will be in conjunction with Appendix C.

Section 47.3. Drug and Alcohol testing shall be conducted solely for administrative purposes and the results shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based

solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 47.4. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the City to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as .04 or above.

Section 47.5. Drug Testing Procedure: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The results of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 47.6. The results of the drug test shall be delivered to the Chief of Police and the employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 47.7. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 47.8. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the FOP shall have a right of access to the results upon request to the City, with the employee's written consent.

Section 47.9. If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or misdemeanor drug related activity, the City will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same position, provided he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. If any State of Ohio required certification has lapsed, the

City shall provide an opportunity for the requalification at no expense to the employee and the employee shall not be denied the position due to lapse in certification; however, in the event that such employee fails to recertify, he or she may not be deemed qualified. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violations involve evidence of a felony drug related activity, shall not be offered a change to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 47.10. Cost of all alcohol/drug screening tests and confirmatory tests shall be borne by the City, except that positive return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 47.11. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state and/or federal law with regard to communicable diseases, or with permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written authorization of the employee.

ARTICLE 48 **JUNIOR PATROL OFFICER ASSIGNMENT**

Section 48.1. The junior patrol officer, hired following the date of ratification of this contract, shall be scheduled at the pleasure of the Chief or his or her designee and shall not displace, and with due regard for, other officers' permanent shifts. Such scheduling may continue for a period not to exceed one (1) year from the date of hire. Every effort will be made to provide advanced scheduling assignments to the junior patrol officer. The junior patrol officer shall be assigned to the same shift assignment for at least one (1) work week in duration without modification. The junior patrol officer shall not be assigned to perform dispatch duties for an open shift until after the normal call-out procedure has been properly followed.

Section 48.2. For purposes of this Article, the junior patrol officer is defined as the most recent full-time patrol officer hired by the Department, and who has the least amount of seniority within the Department.

ARTICLE 49 **DURATION**

Section 49.1. This Agreement shall be effective on the 1st day of July, 2011, and shall expire the 30th day of June, 2014 at 11:59 p.m. If either the Employer or the Union desire to terminate, modify, or negotiate a successor agreement, it shall: (1) serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this agreement; (2) offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiating a successor agreement; and (3) notify the State Employment Relations Board of the offer, by serving upon the Board a copy of a written notice to the other party and a copy of the existing collective bargaining agreement.

ARTICLE 50
APPLICATION OF CIVIL SERVICE

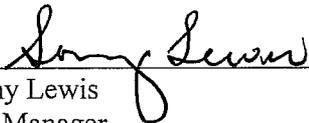
Section 50.1. Whereas this Agreement may address subject also addressed by the Civil Service laws ad/or Rules and Regulations of the Franklin Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision, and except as otherwise specifically provided herein, the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 50.2. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found on ORC sections 124.01 through 124.56.

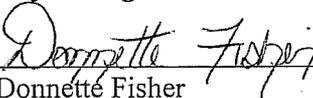
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this ___ day of December, 2011.

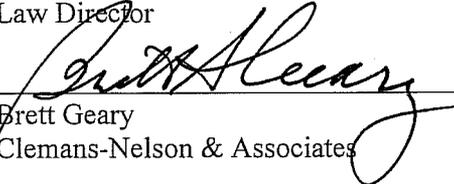
FOR THE CITY OF FRANKLIN:



Sonny Lewis
City Manager

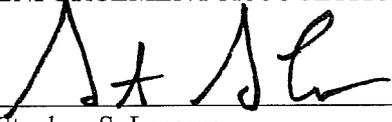


Donnette Fisher
Law Director

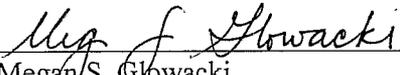


Brett Geary
Clemans-Nelson & Associates

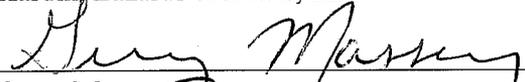
FOR THE FRANKLIN LAW
ENFORCEMENT ASSOCIATION



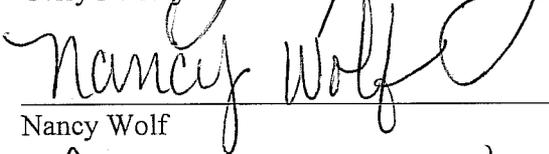
Stephen S. Lazarus
Hardin, Lazarus & Lewis, LLC



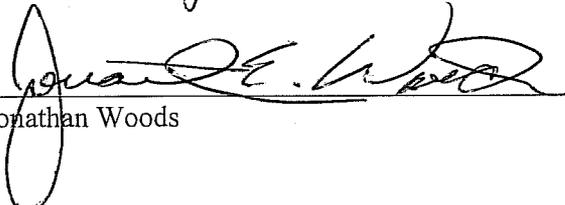
Megan S. Glowacki
Hardin, Lazarus & Lewis, LLC



Gerry Massey



Nancy Wolf



Jonathan Woods

Approved as to form:



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**APPENDIX A
UNIFORM ALLOWANCE**

Patrol Officers shall receive the following uniform issue:

Three (3) winter shirts; five (5) summer shirts; four (4) pants; all leather goods; one (1) bullet-proof vest; two (2) badges; rain gear; one (1) hat; two (2) ties; and one (1) jacket.

Dispatchers shall receive the following uniform issue:

Three (3) winter shirts; five (5) summer shirts; four (4) pants; one (1) sweater; two (2) ties; one (1) badge; and one (1) winter coat.

Bike Patrol Officers shall receive the following uniform issue:

Two (2) shirts; two (2) shorts; one (1) helmet; and all required safety equipment.

K-9 Officers shall receive the following uniform issue:

All clothing items and equipment as set forth in the canine unit procedures manual as was in effect May 11, 1999.

All Officers will receive promotional uniform items upon promotion.

**APPENDIX B
WAGES**

Patrol Officers hired after January 1, 1999, shall receive wage compensation according to the following schedule, which reflects no wage increase in 2011; a 1.5% wage increase effective January 1, 2012; a 2% wage increase effective January 1, 2013; and a 2% wage increase effective January 1, 2014.

	Probation	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5+
PATROL OFFICER						
Effective 1/1/12 Hourly	\$19.98	\$21.17	\$22.43	\$23.74	\$24.96	\$26.23
Effective 1/1/13 Hourly	\$20.38	\$21.59	\$22.88	\$24.21	\$25.46	\$26.75
Effective 1/1/14 Hourly	\$20.79	\$22.02	\$23.34	\$24.69	\$25.97	\$27.29

**APPENDIX C
RANDOM TESTING**

- A. Minimum Requirement:
Annually, a minimum number of bargaining unit employees (currently 25% for alcohol and 50% for controlled substances) shall be randomly selected for testing. Testing will be unannounced.
- B. Test Rate for Alcohol:
The testing percentage for alcohol may be reduced to 10 percent if the department-wide results for two (2) consecutive calendar years indicate that the violation rate is less than 0.5 percent; the annual percentage may be increased back to 25 percent if the violation rate for any calendar year is between 0.5 and 1.0 percent or to 50 percent if the violation rate for the year is over 1.0 percent.
- C. Test Rate for Controlled Substances:
The testing percentage for controlled substances may be reduced to 25 percent if the departmental-wide results for two (2) consecutive calendar years indicate that the violation rate is less than 1.0 percent; the annual percentage may return to 50 percent if the department random positive rate is 1.0 percent or higher in any subsequent calendar year.
- D. Method of Selection:
The selection of bargaining unit members shall be based on a scientifically valid method, such as a random number table of a computer based random number generator that is matched with social security numbers. All bargaining unit members shall have an equal chance of being tested each time selections are made.
- E. Safety-Sensitive Function:
A bargaining unit member shall only be tested for alcohol while the member is performing, immediately prior to performing, or immediately after performing, safety-sensitive functions. A member may be randomly tested for controlled substances regardless of whether the employee is currently performing any safety-sensitive functions. A member shall only be selected for alcohol and drug tests while the member is on his regular tour of duty.
- F. Notification of Selection:
The Employer shall contract with an outside facility capable of providing random selection services. The facility making the random selection should notify the Employer representative three (3) to five (5) days in advance of the scheduled test date of the employees selected. The Employer representative should prepare the notices, notify the department representative or the division head of the selections and request that the department representative or division head pick-up the notices. The department representatives or division head should notify the supervisors and/or the employees at the time they are required to report for testing. All representatives and the department head shall keep the identity of the employees selected confidential.
- G. Cease Performance:
The Employer shall ensure that when an employee is selected for random drug and/or alcohol testing, the employee ceases to perform the safety-sensitive function and reports to the test site immediately.

- H. Absent Employee:
In the event an employee who is selected for a random controlled substance test is on vacation, or an extended medical absence, the Employer may either select another employee for testing or keep the original selection confidential until the employee returns.
- I. Notification of Positive Results:
The Employer is required to notify the employee if the controlled substance test results were positive and which substances actually tested positive. Employees shall be notified of negative results upon request if such results can be made available to the Employer.
- J. Consortia:
If the Employer conducts random alcohol and/or controlled substance testing through a consortium, the number of employees to be tested may be calculated for each individual Employer or may be based on the total number of subject employees covered by the consortium.