

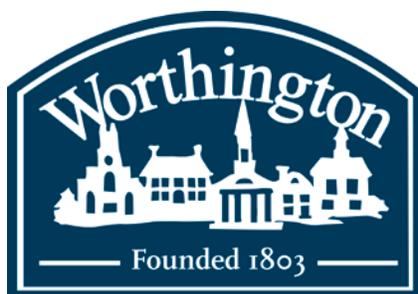


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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WORTHINGTON



AND

THE FRATERNAL ORDER OF POLICE

Ohio Labor Council, Inc.



Communication Technicians

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**ARTICLE 1**

**AGREEMENT**

THIS AGREEMENT is entered into between the City of Worthington, Ohio (hereinafter referred to as "Employer" or "City"), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as "Union"). This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union.

**ARTICLE 2**

**RECOGNITION**

Section 2.1. Classifications.

To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees certified by the State Employment Relations Board in case number 2011-REP-02-0014 and included within the bargaining unit described as:

Included: Full-time Communications Technician.

Excluded: Communications Supervisor and all other employees or positions not specifically included above.

**ARTICLE 3**

**NON-DISCRIMINATION**

Section 3.1. Non-Discrimination.

The City and the Union shall not unlawfully discriminate against any Member of the bargaining unit on the basis of the Member's age, sex, race, color, gender, creed, religion, national origin, military status, or disability. The parties further agree that neither the City nor Union nor Members shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

## ARTICLE 4

### NO STRIKE/LOCKOUT

#### Section 4.1. No Strike.

The Union agrees that neither it, its agents, employees, any of its Members or any employees covered by the Agreement, individually or collectively, during the term of this Agreement, shall for any reason engage or induce, encourage, intimidate or threaten another employee or other employees to engage in or participate in picketing, a sit down, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the City's business, including but not limited to a sympathy strike, slow down or other interference or interruption with the City's business or operations.

The Union and its officers, agents and Members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above. Should any such activities occur, the Union, by its officers, agents and Members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its Members to resume their normal work duties, notwithstanding the existence of any picket line.

#### Section 4.2. Violations.

Any employees engaging in a strike, slowdown, sick-out, blue-flu, stay-in or other curtailment, restriction of, or interference with the work in or about the City's premises or job sites as described in Section 4.1 during the life of this Agreement shall be subject to discharge.

#### Section 4.3. No Lockout.

The City shall not lockout the employees during the term of this Agreement.

## ARTICLE 5

### MANAGEMENT RIGHTS

Section 5.1. Management Rights. The City hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement and law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter and Ordinances of the City, the laws and the Constitution of the State of Ohio including, but not limited to, Chapter 4117 of the Ohio Revised Code, and the Constitution and laws of the United States, including, but without limiting the generality of the foregoing, the right:

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

Section 5.2. Limitations. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of ordinances, resolutions, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable law, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

## **ARTICLE 6**

### **UNION REPRESENTATION**

Section 6.1. Employee Rights. All employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

To the extent required by law, all employees in the bargaining unit shall share in any and all benefits as provided herein, regardless of whether or not they are dues paying members of the Union.

Section 6.2. Bulletin Board. The Labor Council shall be permitted to maintain one (1) Labor Council bulletin board of such size and at such location within the Police Department facilities as the Chief and City Manager shall reasonably approve. Current Labor Council bulletins and Labor Council material only will be permitted to be posted on said board and shall not be placed or posted elsewhere on City property.

A Labor Council Representative or appropriate Labor Council grievance representative shall periodically inspect the Labor Council bulletin board and remove items of questionable content or unauthorized materials.

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

Section 6.3. Ballot Box. The Labor Council shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box at a mutually agreeable location for the purpose of collecting Members' ballots on all Labor Council issues subject to ballot. Such ballot box shall not be so placed more than twelve (12) hours before the time balloting is to commence and shall be removed within twelve (12) hours after the time balloting is to conclude. Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review.

Section 6.4. Use of Department Mail and E-Mail. Bargaining Unit Representatives shall be permitted to place a reasonable amount of Labor Council mail in the individual Police Department mail receptacles of Members. Such Labor Council mail shall be limited to information related to Labor Council business or Bargaining Unit representation, shall be the property of the Members to whom it is addressed, and shall not be subject to review by the City unless public records regulations dictate otherwise. The aforementioned rules shall apply to Members' personal e-mail correspondence conducted on private networks; notwithstanding any of the above, all e-mail correspondence conducted on the City's networks (regardless of subject matter) is subject to the City's technology use policy which does allow for review by the City.

## **ARTICLE 7**

### **DUES DEDUCTION**

Section 7.1. Labor Council Member Deductions. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the City shall deduct Labor Council membership dues, in the amount certified by the Labor Council to the City, one-half (1/2) of such amount certified shall be deducted from each of the first two pay periods of each month from the pay of any Labor Council Member requesting same. The City shall deduct Labor Council initiation fees and assessments, in the amount certified by the Labor Council to the City, one-half (1/2) of such amount certified shall be deducted from each of the first two pay periods of each month from the pay of any Labor Council Member requesting same.

If a deduction is desired, the Member shall sign a payroll deduction form that may be furnished by the Labor Council and

presented to the appropriate City official. The City shall furnish to the Director of the Labor Council, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Labor Council Members for whom such deductions were made. Nothing herein shall prohibit Labor Council Members covered by this Agreement from submitting dues, fees or assessments directly to the Labor Council.

Section 7.2. Dues Authorization.

Voluntary written authorization shall remain in effect until an employee's termination of employment or transfer or promotion to a job classification not included in the bargaining unit covered by this Agreement.

There shall be no deductions for Members who: (1) do not become or remain Members in good standing with the Union; (2) resign or are separated from City employment; (3) are laid off from City employment; (4) provide written revocation of dues deduction authorization to the City and the Union; (5) are on unpaid leave of absence when the dues deduction would otherwise be due; or (6) at any time when dues are otherwise due, fail to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 7.3. Fair Share Fees.

Employees in the Bargaining Unit who are not Members of the Labor Council shall, as a condition of employment, pay to the Labor Council a fair share fee. Such fair share fee shall be certified by the Labor Council to the City at such times during the term of this Agreement as is necessary to be accurate. Such fair share fee shall be automatically deducted by one-half (1/2) of the amount certified in the first two pay periods of each month from the payroll check of each employee who is not a Member of the Labor Council. The City shall furnish to the Labor Council, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the employees from whom said deductions were made.

The automatic deduction for fair share fees shall not be initiated by the City until an employee who is not a Member of the Labor Council has completed the first sixty (60) days of employment. The provisions of Section 4117.09(C), paragraph

three, of the Ohio Revised Code, apply in regard to employees who assert conscientious objections to payment of the service fee. Such payment shall be subject to an internal Labor Council rebate procedure meeting all requirements of State and Federal law.

Section 7.4. Indemnification. To the extent permitted by law, the Labor Council shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City in reliance upon the provisions of this Article.

## **ARTICLE 8**

### **PROBATIONARY EMPLOYEES**

Section 8.1. New Hire Probationary Period.

Newly hired employees must complete a 365 calendar day probationary period. The City Manager or designee may extend the probationary period up to an additional 200 days.

Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be appealed or grievable in any manner, including the grievance procedure under the terms of this Agreement.

## **ARTICLE 9**

### **WORK RULES**

Section 9.1. Work Rules.

The City shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of its operation ("work rule") so long as the work rule does not violate this Agreement.

In the event the City establishes, modifies, or abolishes a work rule, the Employer shall promulgate the work rule throughout the

bargaining unit. Each Communications Technician will be responsible for keeping their knowledge of the work rules up to date. The City shall not expect Members to comply with revised or new work rules until they have been promulgated and distributed.

An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

## **ARTICLE 10**

### **DISCIPLINE**

Section 10.1. Discipline for Cause. No Member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. In addition to violations of Laws and Ordinance, Personnel Rules and Regulations, Departmental Rules and Regulations, and this Agreement, examples of just cause may include, but are not necessarily limited to, the following:

- A. Failure to follow the lawful orders of a person authorized to give such orders;
- B. Absence from work without permission;
- C. Habitual absence or tardiness;
- D. Failure to perform assigned work in an acceptable manner;
- E. Waste of material, property or working time;
- F. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
- G. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
- H. Rudeness in dealing with the public;
- I. Any conduct which adversely reflects on the professional reputation of the Member, the Division of Police, or the communication technicians in general, or which evidences a lack of fitness or ability of the Member to perform the duties of a communication technician in accordance with the standards of service established by the City or its Division of Police; or

- J. Any felony, any crime involving a minor, any sex offense, any offense of violence, any theft offense, or any drug abuse or alcohol related offense.

Section 10.2. Progressive Discipline. The principles of progressive disciplinary action shall be followed with respect to minor offenses. For a minor offense, a minor reprimand, a written reprimand, and a suspension shall be given prior to dismissal. Disciplinary action shall ordinarily be taken in the first instance by the Member's immediate supervisor and secondarily by higher supervisory authority in the Division. The failure of the immediate supervisor to take such action shall not preclude any higher supervisory authority in the City from initiating disciplinary action. Such action may consist of any action which is appropriate to the offense including:

- A. Minor reprimand;
- B. Formal written reprimand;
- C. Suspension from duty without pay;
- D. Dismissal.

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

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

Section 10.3. Responsibility for Discipline. The duty of maintaining discipline among Members shall rest initially with the immediate supervisor who may consult, or be ordered to consult, up the chain of command culminating with the Chief of Police and finally with the City Manager or designee.

Section 10.4. Copy of Discipline Record. Whenever a disciplinary action is taken which results in a disciplinary action the Member shall be given a copy of such record.

Section 10.5. Disciplinary Hearing. Prior to the imposition of any suspension, reduction in pay, or dismissal, a Member shall be afforded the opportunity for a hearing before the City Manager or designee. A Member may waive, in writing, the right to such a hearing and, upon doing so, shall be deemed to have irrevocably waived the right to any appeal of the suspension, reduction in pay, or dismissal under any other provision of this Agreement or the Charter and Ordinances of the City.

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

At the hearing, the City shall present the facts and circumstances which support the proposed suspension, reduction in pay, or dismissal, together with any testimony, documents, or other evidence related thereto. At the hearing, the Member shall have the right to be represented by a Labor Council representative and/or Labor Council Attorney and to present testimony, documents, or other evidence and to call witnesses.

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

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

## ARTICLE 11

### GRIEVANCE

#### Section 11.1. Grievance Defined.

A grievance is any dispute arising from the alleged violation, misinterpretation or misapplication of an express term of this Agreement.

#### Section 11.2. Qualifications.

A grievance may be initiated by the Union to enforce its rights under the Contract or on behalf of a Member or group of Members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent. As set forth in Section 10.3, only discipline which involves suspension or discharge may be grieved past Step Three (Section 11.4 C).

#### Section 11.3. Jurisdiction.

If a Member and/or the Union elects to pursue a legal or administrative remedy (including but not limited to a Board or Commission) in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction, the Member and/or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, if a Member and/or the Union elects to pursue a Grievance Procedure remedy in lieu of a legal or administrative remedy, the Member and/or the Union is thereafter precluded from seeking a remedy under an administrative tribunal or court. The City's Personnel Appeals Board is not an available administrative tribunal for Members covered by this Agreement.

#### Section 11.4. Grievance Procedure.

The following are the steps and procedures which shall be followed in processing a grievance:

##### A. Step One - Immediate Supervisor.

1. A grievance must first be submitted in writing to the Communications Supervisor, on the Grievance Form, within seven (7) days following the act giving rise to the alleged violation, misinterpretation or

misapplication of an express term of this Agreement. Grievances submitted beyond the seven (7) day time limit will not be considered.

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

B. Step Two - Chief or Designee.

1. Should the Union not be satisfied with the response in Step One, within seven (7) days thereafter the Union may appeal the grievance to Step Two by delivering a copy of the Grievance Form, containing the written response at the prior Step to the office of the Chief or his/her designee who shall date the Form on the date of its receipt.
2. Upon receipt of the Grievance Form, the Chief or his/her designee shall investigate the grievance and shall schedule and conduct a meeting within fourteen (14) days to discuss the grievance with the grievant who may bring a Union Grievance Representative to the meeting. A Union Representative may also attend this meeting.
3. Within fourteen (14) days after the meeting at this Step, the Chief or designee shall submit to the Union Grievance Representative a written response to the grievance.

C. Step Three - City Manager.

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

2. Upon receipt of the Grievance Form, the City Manager or designee shall schedule and conduct a meeting within fourteen (14) calendar days to discuss the grievance with the Union Grievance Representative.
3. Within fourteen (14) days of the meeting at this Step the City Manager or designee shall submit to the Union Grievance Representative a written response to the grievance.

Section 11.5. Submission to Arbitration. If a grievance is not satisfactorily resolved at Step 3, the Labor Council may submit a request to arbitrate the grievance to the City Manager within fourteen (14) calendar days following the date of the written response of the City Manager pursuant to Step 3. Failure to request arbitration within such fourteen (14) day period shall render the grievance withdrawn.

Section 11.6. Discretionary Matters Not Subject to Arbitration. Any discretionary matter vested in the City or the City Manager by this Agreement shall not be subject to arbitration.

Section 11.7. Arbitration. After receipt of a written request to arbitrate any grievance, the City Manager or designee and the Labor Council's designee shall attempt to agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within ten (10) days from the day of the request for arbitration, the arbitrator shall be selected by the parties making a joint request to the American Arbitration Association for a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may reject the list and submit a request for another list from the arbitration tribunal. Each party may reject only one list.

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

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

In issuing a decision, the Arbitrator shall:

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

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

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

The City and the Labor Council shall equally share the cost of the arbitration proceeding. Each party shall be responsible for compensating its own representative and witnesses. The costs of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties; if not, the party requesting the transcript shall pay the cost thereof. Employee witnesses shall be allowed release time with pay for the purpose of giving testimony if the hearing is held during the work time of such employees and, if advance notice of the necessity for the presence of such employees has been given to the City. In no event shall this result in overtime pay for any Member unless the City makes such request for appearance.

Section 11.8. Calendar Days. For the purpose of counting time, "days" as used in this Article shall mean calendar days.

Section 11.9. Time Limits.

It is the intention of the City and Union that all time limits in this Grievance Procedure shall be met. However, to the end

of encouraging thoughtful responses at each step, mutually agreed upon short time extensions may be granted but must be in writing and signed by the parties. In the absence of such mutual extensions, the Union may, at any Step where a response is not forthcoming within the specified time limits, presume the relief requested in the grievance to have been answered in the negative by the City and advanced to the next Step in the Grievance Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent. Day for purposes of this section shall mean a calendar day. Any grievance not filed within the time limits set forth in this section shall be waived and forfeited.

Section 11.10. Grievance Form.

The City and the Union shall develop jointly a Grievance Form. Such forms will be supplied by the Union and made available to all Grievance Representatives. Forms will be maintained in a common, agreed upon location. The Grievance Form shall include sections for the listing of the specific Article and Section of the Contract at issue, the events and facts leading to the grievance, and the remedy sought.

**ARTICLE 12**

**HOURS OF WORK/OVERTIME/CALL-IN**

Section 12.1. Work Week.

The normal work week for all fulltime employees shall be forty (40) hours worked as established by the Employer.

Section 12.2. Overtime.

Overtime will be compensated as stated below, multiplied by the regular hourly rate for the particular employee. Overtime must be pre-approved and will only be pre-approved if within budgetary limitations and if such overtime is specifically authorized. An employee may be disciplined for working unauthorized overtime.

A. More than eight straight-time hours in any one work day or more than eight consecutive hours will be paid at time and one-half. For employees who work a three-shift schedule, a workday commences at the beginning of the first shift;

B. More than forty straight-time hours paid in any one workweek - time and one-half;

Section 12.3. Compensatory Leave. The following provisions shall apply to the administration of compensatory leave.

A. Compensatory Leave Accrual. In lieu of payment for overtime worked, an employee may elect to receive compensatory time off. An employee may accumulate not more than two hundred forty (240) hours of compensatory time for hours worked. Any employee who accumulates more than two hundred forty (240) hours of compensatory time shall be compensated by cash payment for the hours in excess of two hundred forty (240) hours.

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

C. Compensatory Leave Payments Upon Separation. An employee who has accrued compensatory time shall, upon separation of employment for any reason, be paid the unused compensatory time at the regular rate of pay received by the member at time of separation.

Section 12.4. Call-in Procedure.

In the event there is an unplanned need or short notice call-off (usually twenty-four (24) hours or less notice) for additional staffing or overtime opportunity on an upcoming shift (as determined by the Chief or his designee), the on-duty supervisor or Officer-in-Charge (OIC) shall attempt to fill the open slot with overtime as follows (the Communications Bureau may be asked to initiate the below process, and keep the on-duty supervisor or OIC updated as to progress):

A. The City will maintain a "mandatory shift call in list" for each of the three shifts. A Member will be on the list specific to the shift in which they work. These lists will determine which Member will be mandated for work during a "mark-off" or short notice call-off situation in which staffing is needed, as described above. Once a Member is mandated to work from the list, his or her name will be moved to the bottom of the list.

B. Lists will be developed once a year following the shift bid selection process. The list will be developed by seniority on each shift with the most senior member being listed last.

C. The on-duty supervisor, OIC or designee will mandate the first half ( $\frac{1}{2}$ ) of the shift coverage to the Member working the preceding shift who is listed first on the shift mandatory call-in list; the second half ( $\frac{1}{2}$ ) of the shift coverage will be mandated to the Member who is listed first on the shift mandatory call-in list from the on-coming shift.

D. Members on assigned and approved time-off are excluded from mandatory call-in from the lists unless their next assigned duty shift abuts the shift vacancy. Upon their return they will resume their place on the call-in list and they will not "rotate" to the bottom of the list until they serve their call-in requirement.

E. The supervisor, OIC or designee making the calls pursuant to this Section shall contact an eligible Member by calling the Member's one (1) telephone number of record as supplied for recall purposes. The Member is required to have access to this telephone to receive such a call with a voice mail service (that can be quickly and accurately retrieved) for the listed telephone number. Members are required to return all calls to the on-duty supervisor, OIC or designee in a short, reasonable amount of time if a message is left. (A reasonable amount of time is considered within 1 to 2 hours.) The City may proceed with progressive discipline if Members fail to meet the requirements of this Section.

F. Members working duty shifts which abut a shift vacancy may volunteer to work the needed staffing, based on seniority, but by volunteering to work such a shift a Member will not "rotate" to the bottom of the list until they serve their call-in requirement.

G. In the event a full time and part time employee are working the same shift, the part time employee will be exempt from this section unless ordered otherwise by the on-duty supervisor or OIC.

H. Unless there is an unforeseen emergency or unforeseen event, no Communication Technician will be permitted or ordered to work more than twelve (12) consecutive hours.

Section 12.5. Call-Back Minimums and Stand-By. Whenever employees are called in or called back to work hours which do not abut their shift hours, they shall receive pay or compensatory time credit at the rate of 1-1/2 times the regular hourly rate of pay or time for all such hours worked. They shall be guaranteed a minimum of three hours pay at this rate for each call-in or call-back. Any hours over and beyond the three hour minimum shall be compensated at the rate of 1-1/2 times the regular hourly rate and no additional three hour minimum block shall be granted.

Communication Technicians that receive a court subpoena for City business, may be placed in standby status during their non-working hours by the Chief of Police or his or her designee. Communication Technicians placed in standby status during their non-working hours shall receive 1-1/2 times the regular hourly rate of pay for all such hours required in such status. They shall be guaranteed a minimum of two hours pay at this rate of 1-1/2 times the regular hourly rate for each such standby. Any hours over and beyond the two hour minimum shall be compensated at the 1-1/2 times regular pay rate and no additional two hour minimum block shall be granted.

## **ARTICLE 13**

### **SICK LEAVE**

Section 13.1. Sick Leave Accrual. Members shall be entitled to sick leave with pay at the rate of ten (10) hours for each completed calendar month of service. Sick leave may be accumulated without limit.

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

Section 13.2. Sick Leave Use. Sick leave shall be allowed only in case of actual illness, injury, disability, or pregnancy-related condition of the Member; or illness, injury or pregnancy-related condition of the Member's immediate family reasonably requiring the presence of the Member; or for necessary appointments with licensed practitioners; or for confinement because of quarantine, communicable disease or death in the immediate family. Immediate family is defined as a

Member's spouse, parents, step-parents, children, step-children, grandparents, siblings, step-brother, step-sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian or other person in loco parentis.

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

Sick leave may also be used in the case of adoption or natural childbirth should the Member choose to be the primary caregiver. Such use of sick leave shall be allowed only for six (6) weeks. Sick leave may not be used beyond six (6) weeks for leave to bond with a newborn or adopted child when the Member, spouse or child are not seriously ill or injured. If the Member wishes to use leave other than sick leave following childbirth or adoption to bond with a newborn or newly adopted child, he or she may request to use vacation leave or other unpaid leave of absence under the Family and Medical Leave Act.

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

Section 13.3. Sick Leave Verification. Whenever a Member uses sick leave, the Member may be requested by the Chief, or designee, or the Director of Personnel, to submit a certification from a licensed practitioner verifying use of sick leave. Sick leave usage where the reason for leave no longer exists or where the employee has misrepresented the reason for leave is prohibited. Further, the City shall take disciplinary action against any employee using deception or fraud under this policy. A Member may not use the day immediately preceding or following a holiday or day for which overtime rates are paid as sick time unless the Member provides the Chief, or designee, or the Director of Personnel with a signed certificate from a licensed practitioner verifying his or her use of sick leave.

Section 13.4. Sick Leave Notification. In requesting sick leave, a Member shall notify his or her supervisor as far in advance as possible, however, such notification shall be made not later than two (2) hours prior to the time the Member is scheduled to report to work. The Director of Personnel may waive this provision if the Member submits evidence to the Director of Personnel which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.

Section 13.5. Sick Leave Payment Upon Termination. A Member who is to be separated from City service through retirement, layoff, or resignation in good standing after completion of fifteen (15) years continuous service with the City may, if he or she so desires, be paid in a lump sum according to the following schedule:

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

The definition of retirement shall be as so defined by the Ohio Public Employee Retirement System (OPERS) at the time the Member leaves the service of the City.

Section 13.6. Sick Leave Payments Upon Death. A Member who dies shall be paid in a lump sum for his or her accrued but unused sick leave hours according to the following schedule:

- A. If a Member is killed while in the performance of his or her job duties, or dies as the result of an injury, illness, and/or disease sustained or contracted in the line of duty, the surviving spouse, or secondarily the Member's estate, shall be paid one hundred percent (100%) of the value of the Member's accrued sick leave at the regular rate of pay in effect at the time of the Member's death.

- B. If a Member dies other than in the manner specified in subsection (A) above, sick leave hours accrued but unused by a Member shall be paid in accordance with section 13.5.

Section 13.7. Initial Grant of Sick Leave. New Members shall be granted at the date of their initial hire an "advance" of forty (40) hours of sick leave. No additional sick leave will be allowed to accumulate until the end of the Member's fifth month of employment.

Section 13.8. Special Sick Leave Conversion. A Member who has accumulated six hundred forty (640) or more hours of sick leave as of the first pay period in December in any calendar year may elect to convert a maximum of eighty (80) hours of such unused sick leave to thirty-two (32) hours of vacation leave. This special conversion option may be exercised only in the first pay period in December.

## **ARTICLE 14**

### **HOLIDAYS**

#### Section 14.1. Holidays.

The following days shall be considered legal holidays for full-time Members:

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

Section 14.2. Holiday Leave Pay.

Holiday leave pay for all Communications Technicians who are required to work on holidays on a regular basis shall be compensated by crediting each employee with 96 hours of holiday leave. Holiday leave pay may be taken in one (1) hour increments.

For an employee hired during a calendar year, the number of leave time hours will be prorated on the basis of the number of holidays occurring after the employee's first scheduled day of work. Any balance of unused time remaining as of December 1 shall be paid in an additional check in the first pay period of December. Should an employee resign, retire, or be separated from employment prior to the end of the calendar year, the City shall withhold from the last pay due to the employee pay for any holiday for which the employee was compensated but that occurs after his resignation, retirement, or separation.

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

**ARTICLE 15**

**VACATION**

Section 15.1. Vacation Earned.

The following shall be the vacation accrual for full-time Members:

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

No vacation is earned while an employee is in no-pay status (leave of absence, disciplinary suspension, etc.) or paid administrative leave that has resulted from a disciplinary action of the City Manager or is connected directly to a Member's resignation. Time spent on authorized military leave shall be governed by the Ohio Revised Code or other federal law as applicable.

Section 15.2. Vacation Accrual.

Vacation leave accrues on a pro-rated basis. Vacation leave may not be "carried in" to the City from prior public service. Additional vacation leave is not accrued through the accumulation of paid overtime.

Only full-time employees may accrue vacation leave.

Section 15.3. Scheduling of Vacation Leave.

All vacation schedules and requests are subject to the policies established by the Chief of Police for the Division.

Section 15.4. Vacation Accumulation and Pay.

A. Accumulation. Accumulation of unused vacation up to 248 hours shall be permitted if it is not practicable for the City to grant leave to the employee to take his or her vacation annually. Accumulation of unused vacation up to 288 hours shall be permitted for employees with twenty-one (21) or more years of service if it is not practicable for the City to grant leave to the employee to take his or her vacation annually. Pay shall be based on the hourly rate in effect at the time such leave is taken. Vacation leave must be taken in not less than one-half (1/2) hour increments.

B. Pay in Lieu of Vacation. Employees with eight (8) years of continuous service with the City may request that up to forty (40) hours of vacation leave be converted to pay after they have taken three (3) weeks, one hundred twenty (120) hours, of vacation. Requests shall be submitted in writing to the Finance Director by November 15, to be paid with the first payroll in December. If the requests exceed the yearly appropriated amount by the City for distribution to eligible employees, each request would be granted on a pro-rata basis at the City's discretion.

Vacation leave taken shall be based on a fiscal year beginning November 16<sup>th</sup> of prior year to November 15<sup>th</sup> of current year.

C. Upon Separation of Service. Upon separation of service with the City for any reason, an employee's accumulated but unused vacation leave shall be paid in cash to an employee at the rate of pay in effect at the time of separation. However such payment, except in the case of death of the employee, shall not exceed the maximum accumulation and carry-over amounts listed above. An employee who resigns without giving at least ten (10) calendar days prior written notice prior to his or her last working day with the City, shall forfeit any unused annual leave to his or her credit, or pay in lieu thereof. Employees who resign or retire prior to the 15th calendar day of any month shall receive credit for all months of service prior to the current month. Employees who resign or retire on or after the 15th calendar day of any month shall receive credit for all months of service including the current month.

## **ARTICLE 16**

### **INSURANCE BENEFITS**

#### Section 16.1. Life Insurance.

The City shall provide and pay the premiums for individual life insurance coverage with a death benefit of one hundred thousand (\$100,000) dollars for all Members.

#### Section 16.2. Employee Insurance.

The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are generally provided to employees of the City other than those covered by other labor contracts.

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 16.3. Changes to Insurance Plans.

If the City decides to change the insurance benefits consistent with 16.2 above, they will inform the Union at least 30 days prior to the effective date of the new benefits.

Section 16.4. Insurance Opt-Out.

A Member may opt-out of City health insurance coverage annually during Open Enrollment. To opt-out, a Member must provide proof of coverage through another insurance plan. A Member opting-out of City insurance coverage will receive the "opt-out payment" generally provided to the employees of the City, and on the same terms and conditions as generally provided to employees of the City other than those covered by other labor contracts. Members who opt-out of City insurance coverage may only re-enroll in the City's insurance plan(s) during open enrollment periods, following a loss of coverage from the alternate insurance plan, or other qualifying events as described by the plan.

Section 16.5. Insurance Discussion in Labor Relations.

The City and Labor Council recognize the benefit of an exchange of ideas and information regarding employee insurance, and as such, the parties agree employee insurance issues are a proper subject for labor relations meetings.

**ARTICLE 17**

**WAGES AND OTHER COMPENSATION**

Section 17.1. Wage Rates.

The following wage rates will be effective the first full pay period after ratification by both parties.

	Step A	Step B	Step C	Step D
Hourly	\$21.38	\$22.29	\$24.04	\$26.87
Annual	\$44,460.23	\$46,354.90	\$50,013.15	\$55,895.60

Wage rate increases in 2013 and 2014 for Members of the bargaining unit shall be the same as the wage rate increases (if any) generally provided to the employees of the City other than those covered by other labor contracts.

Section 17.2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan as set forth in Section 17.1.

A. The "A" step shall be the minimum rate. A Member shall be advanced by the City to the "B" step after successful completion of his or her initial probationary period, unless extended per Section 8.1. A Member shall be advanced by the City to the "C" step after completion of twelve (12) months of continuous service from the date placed in the "B" Step. A Member shall be advanced by the City to the "D" step after completion of twelve (12) months of continuous service from the date placed in the "C" Step.

B. Continuous Service.

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

C. Employee's Required Pension Contribution.

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

Section 17.3. Shift Differential.

In addition to their regular hourly rate, for regular straight rate hours actually worked, employees will receive a shift differential in the amount of eighty five cents (\$0.85) per hour for all hours actually worked in second and third shifts (2:30 PM - 6:30 AM). Special or adjusted regular schedules that begin prior to 2:30 PM shall not be paid a shift differential, however, additional hours worked past a special or adjusted regular schedule will be paid a shift differential. Shift differential shall be paid in a lump sum during the second pay period of January for the prior year.

Section 17.4. Uniforms.

Uniforms for employees will be supplied in accordance with Division rules and regulations.

Section 17.5. Annual Service Credit. Effective January 1, 2012, Members shall receive an annual service credit payment based on the completed years of continuous service according to the following schedule:

Five through Ten Years	\$1050.00
Eleven through Fifteen Years	\$1200.00
Sixteen through Twenty Years	\$1300.00
Twenty-One years and above	\$1400.00

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

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

Section 17.6. Tuition Reimbursement Assistance. The City recognizes the benefit of Members pursuing courses of instruction voluntarily undertaken that are job related. The City therefore will continue to make a Tuition Reimbursement Program available to Members in accordance with provisions of the City policy as applicable to all other non-union employees as may be in effect from time to time in the City's Personnel Rules.

## ARTICLE 18

### LEAVES OF ABSENCE

Section 18.1. Military Leave.

Military Leave will comply with all Federal and State laws.

Section 18.2. FMLA Leave. The City and the Labor Council agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act ("FMLA") and as the same may be amended.

Section 18.3. Injury Leave. Employees shall be allowed injury leave with pay not to exceed one hundred eighty (180) working days for an injury incurred in connection with an incident related to his or her employment with the City. Injury leave may be granted to an employee only for injuries or other disabilities determined by a licensed physician, in consultation with a physician selected by the City, to have so disabled such employee that he or she cannot perform the duties of his or her position. The City Manager has the discretion to extend paid injury leave for up to an additional one hundred eighty (180) working days. The City Manager's exercise of discretion as to whether to grant or not grant this additional extension is not subject to the grievance procedure.

Injury leave shall be granted only upon written recommendation of the City's selected physician, the Chief and with approval of the City Manager and shall be cumulative.

Section 18.4. Restricted Duty. In cases where an employee who is on an approved leave has received medical certification to return to restricted (light) duty, the City may require, or the employee may request, to be placed in a restricted (light) duty assignment. If the employee requests such restricted (light) duty assignment, the City shall make reasonable efforts to

accommodate the employee's request to be placed in a restricted (light) duty assignment.

Section 18.5. Other Leaves of Absence. Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the employee's work may be granted and renewed by the City Manager for such periods as he or she may consider justifiable, within the limitations of the budget.

Section 18.6. Civil Leave. An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed in the course of their employment to appear before a court, public body or commission; or for the purpose of personally voting.

The provisions of this section shall not apply if an employee is involved in an action as a personal matter or if an employee is responsible for an action requiring attendance as a witness or as a party in an action, such as traffic court, divorce proceedings, custody matters etc. These absences are to be charged as vacation leave, compensatory time or approved leave without pay.

Section 18.7. Unauthorized Leave. Unauthorized absence shall constitute cause for disciplinary action.

## **ARTICLE 19**

### **INVESTIGATIVE PROCEDURES**

Section 19.1. Intent. The City and the Labor Council acknowledge that complaints or allegations involving the conduct of Members may be made which require the City to make inquiry into the facts and circumstance surrounding the complaints or allegations, and, where appropriate, to take responsive action. It is the intent of this Article to provide procedures which are designed to:

- A. Afford fairness to Members in the conduct of such inquiries, including the right to respond to any complaints or allegations;
- B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations;

- C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect Members from unwarranted accusations; and
- D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

Section 19.2. Supervisory Initiated Discipline. Where discipline is initiated by a supervisor and where the supervisor reasonably believes that no discipline greater than a written reprimand may result, the provisions of this Article shall not apply, but the supervisor shall follow applicable laws, including Weingarten rights. However, where, as a result of supervisory initiated discipline, and where the supervisor reasonably believes that discipline greater than a written reprimand may result, and the supervisor decides to conduct an Internal Affairs Investigation where members are to be interviewed, the provisions of this Article apply, except for the provisions of Section 19.6(L) below.

Section 19.3. Criminal Investigation. Notwithstanding any other provision of this Article to the contrary, a Member who is the subject of a criminal investigation shall be accorded all of the rights to which such Member is entitled under the Constitution of the United States and the State of Ohio.

Section 19.4. Citizen Complaints to a City Official. Upon being contacted by a citizen regarding a complaint against a Member, City officials will act in accordance with the following provisions:

- A. The official receiving the complaint from the citizen will advise the citizen that the preferred practice would be to contact the Division of Police directly, and to ask to speak to a supervisor. This initial contact may be made by phone or in person.
- B. If the citizen does not wish to contact the Division of Police, the City official should contact the Division of Police in a timely manner and advise a supervisor of the complaint. The City official receiving the complaint should obtain the name and phone number of the complainant, as well as, a detailed description of the complaint. The Police supervisor should then contact the complainant and provide an overview of how to initiate a complaint if they so choose, and advise them that if a complaint is not filed, only a limited review of the allegation will take place.

- C. While the Division and City shall attempt to follow the above procedures, at times a complaint will come to an official unfamiliar with the above and in such a case the official shall act in the best interest of the City and seek to formally or informally report such complaint to the Division.

Section 19.5. Citizen Complaint.

- A. The supervisor, internal affairs officer or designee will have the complainant complete the Division of Police complaint form. The supervisor, internal affairs officer or designee will request that the citizen sign the complaint form. A statement from the citizen should be taken, and if possible, notarized by a Division notary.
- B. If the subject of a complaint which, if true, could result in discipline of nothing more than a minor reprimand and is not criminal, then such complaint shall be deemed minor in nature.
- C. The receiving supervisor of a complaint who, upon careful evaluation, reasonably believes that the complaint is minor in nature and not criminal and that the resulting disciplinary action can be no more than a minor reprimand, shall do the following:
  - 1. Contact the Member's immediate supervisor and advise of the complaint. The immediate supervisor shall meet with the Member and go over the complaint.
  - 2. After step (1) above, the complaint may be forwarded directly to the Chief who may assign an Internal Affairs Officer.
  - 3. In all instances, the Chief shall be notified of the complaint and receive a copy of the complaint form.
- D. If the complaint is not deemed minor in nature, the procedures set forth in Section 19.6 below shall be followed. This shall occur in all instances where:
  - 1. The subject of a complaint which, if true, could reasonably result in disciplinary action involving a written reprimand, suspension, reduction in rank or pay, or dismissal; or

2. The subject of an allegation which, if true, could reasonably result in criminal charges being filed against the Member.

Section 19.6. Interview Procedures.

- A. If the complaint may result in discipline at the level of written reprimand or above or the allegation is criminal in nature the Member shall receive written notice, prior to any interview, of the allegations against the Member and a copy of any written complaint. This notice should normally be given at least twenty-four (24) hours prior to the scheduled interview.
- B. An interview shall be conducted by a designee assigned by the Chief and such interview shall be conducted at a reasonable time and for a reasonable period of time;
- C. Administrative pressures, threats, coercion, or promises shall not be employed for any purpose during the course of an interview;
- D. In the case of a disciplinary interview, the Member shall be afforded the opportunity to consult with a Labor Council Representative prior to an interview. The Member shall have the right to have a Labor Council Representative present during the interview;
- E. In the case of a criminal investigation, the Member shall be afforded the opportunity to consult with and to have present during the interview, a Labor Council Attorney and/or other counsel provided by the Labor Council;
- F. If requested, the Member shall be given a reasonable amount of time, prior to or during the interview, to locate and provide any documents in their possession regarding the complaint or allegation;
- G. The interview shall be limited in scope to those activities, circumstances, events, conduct or acts which pertain to the complaint or allegation;
- H. In the case of a disciplinary interview, a Member who declines or refuses to answer questions may be charged with insubordination or like offense, if after being advised that such declination or refusal may, if continued, be the basis for such a charge;

- I. In the case of a criminal investigation, a Member may request or consent to a polygraph examination, the result of which shall only be admissible as determined by applicable law;
- J. In the case of a disciplinary interview, a Member may request or consent to a polygraph examination, the results of which shall only be used if the City can produce additional corroborative evidence to support the allegations related to any contemplated disciplinary action;
- K. Interviews shall be conducted with no unreasonable delay;
- L. Any interview of the Member to the matter under investigation shall be recorded by the City unless waived by both parties. Any interviews with the complainant and/or any potential witness shall be recorded. A copy of the complete taped interview, if any, shall be furnished at no cost, upon request, to the Member;
- M. A Member who is the subject of an interview shall be advised in writing of its disposition. If the Member is to be disciplined, the member shall be provided with written notice of the charges;
- N. If disciplinary action is contemplated, a Member shall be afforded, in advance of any disciplinary hearing, access to all written documents, evidence, and taped interviews maintained as part of the inquiry. The Member shall furnish the City with all written documents and evidence the Member expects to produce at any disciplinary hearing.

Section 19.7. Anonymous Complaints. An anonymous or unsigned complaint alleging non-criminal inappropriate conduct by a Member shall be subject to investigation only if corroborative evidence can be obtained. If a complainant refuses to make the complaint in writing or to sign the complaint, the police supervisor will attempt to verify the true identity of the complainant and record in writing all allegations made by the complainant. If no such corroborative evidence exists, no investigation shall occur, no disciplinary action shall be taken against the accused Member, and the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report regarding the allegation. This does not preclude constructive discussion between a Member and the member's supervisor.

Section 19.8. Grievance Procedures. If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall be subject to the grievance procedure beginning at the City Manager level.

## ARTICLE 20

### NEGOTIATIONS AND DISPUTE RESOLUTION

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

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

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

Section 20.4. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21, of the Ohio Revised Code. Such meetings will be held at least once every week, unless mutually agreed otherwise, during a period of time agreeable to the parties.

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

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

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

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

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

Section 20.10. Agreement Approval.

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

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

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

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

- A. Mediation. The State Employment Relations Board ("SERB") shall be requested to immediately appoint a mediator to assist the parties in the collective bargaining process.
- B. Arbitration. If, after receiving assistance of the SERB mediator, the City and the Labor Council are unable to reach an agreement, they shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Mediation may continue pending the arbitration hearing.
- C. Citizen's Conciliation Council. A three (3) member Citizen's Conciliation Council (the "CCC") consisting solely of residents of the City of Worthington, shall be appointed. The City and the Labor Council shall each select one member who shall select the third member who shall also be the CCC Chairperson. If the two members cannot agree upon a third member within five (5) days after their appointment, SERB shall be requested to appoint the third member.

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

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

adjustments on the normal standards of public service;

- d. The lawful authority of the City;
- e. The stipulation of the parties;
- f. Such other factors as may be relevant to the decision of the CCC.

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

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

## ARTICLE 21

### LABOR RELATIONS MEETINGS

Section 21.1. Labor Relations Meetings. The City and the Labor Council recognize the benefit of an exchange of ideas and information. In the interest of promoting this exchange of ideas and information, labor relations meetings shall be held four (4) times each calendar year when requested by either party and otherwise when mutually agreeable. Such meetings shall be held at mutually agreeable days and times and include not more than five (5) representatives of the City and the Labor Council. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Labor Council. An agenda will be exchanged by the City and the Labor Council at least three working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.

Members of the Labor Council Labor Relations Committee on duty will be permitted to attend Labor Relations meetings in on-duty status. Committee Members not regularly scheduled for duty may flex their work schedules, with approval of the Chief or designee; if flex scheduling is not approved, a Member will be compensated with compensatory leave not to exceed two (2) hours per meeting.

## ARTICLE 22

### EMPLOYEE ASSISTANCE PROGRAM

Section 22.1. EAP. The City recognizes the value of an Employee Assistance Program (hereinafter referred to as "EAP") to aid Members who may be affected by mental health, stress or other coping conditions (including alcoholism or other substance abuse conditions) which may manifest themselves in adverse health, behavioral, emotional, and family-related problems. The City therefore will continue to make an EAP reasonably available to Members in accordance with provisions of applicable City policy.

## ARTICLE 23

### TOTAL AGREEMENT, CONFORMITY TO LAWS, CONFLICT OF LAWS

#### Section 23.1. Prior Agreement.

This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that no prior agreement or practice shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

#### Section 23.2. Total Agreement.

It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any Member of the bargaining unit may charge the Employer has violated in raising a grievance.

#### Section 23.3. Conformity to Laws.

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section, or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 23.4. Hold Harmless.

It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

**ARTICLE 24**

**SAFE EQUIPMENT**

Section 24.1. Safe Equipment. The City and Members shall use their best efforts to maintain in the best possible working condition the tools, facilities, supplies and equipment furnished by the City. Members shall be responsible for reporting potentially unsafe conditions or practices, and for properly using and caring for tools, facilities, supplies, and equipment provided by the City.

**ARTICLE 25**

**WAIVER IN CASE OF EMERGENCY**

In cases of a publically declared emergency, defined as acts of God or civil disorder affecting the City of Worthington and as declared by the President of the United States, the Governor of the State of Ohio, the Worthington City Manager or the federal or state legislature, the following condition and provision of this contract may be suspended by the Employer:

- A. Time limits for replies on grievances
- B. All work rules and/or agreements and practices relating to the assignment of all members.

## ARTICLE 26

### SUCCESSOR NEGOTIATIONS AND DURATION

#### Section 26.1.

The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. This Agreement shall continue in all respects in full force and effect until midnight December 31, 2014. This Agreement shall not be extended beyond the expiration date set forth herein unless such extension is pursuant to the provisions of Section 20.12(F), or otherwise by the mutual agreement of the City and the Labor Council.

#### Section 26.2.

Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

#### Section 26.3. Duration.

This Agreement shall become effective upon ratification and shall remain in full force until December 31, 2014.

This Agreement has been executed in July 2012 by the following:

For the City of Worthington, Ohio

For the Fraternal Order of Police, Ohio Labor Council, Inc.

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Matthew Greeson  
City Manager

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Andrew Rowland  
Bargaining Committee Member

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Michael Minister, Esq.  
Director of Law

---

Rita Distelhorst  
Bargaining Committee Member

---

Robyn Stewart  
Assistant City Manager

---

Tracy Rader  
FOP, Ohio Labor Council  
Staff Representative

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Lori Trego  
Personnel Director

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James Mosaic  
Chief of Police

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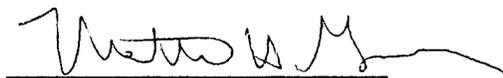
Molly Roberts  
Director of Finance

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Daniel Guttman, Esq.  
Baker Hostetler LLP  
Chief Spokesperson

This Agreement has been executed in July 2012 by the following:

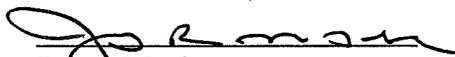
For the City of Worthington, Ohio

  
Matthew Greeson  
City Manager

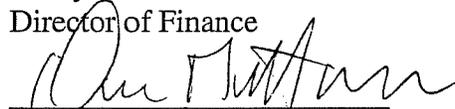
  
Michael Minister, Esq.  
Director of Law

  
Robyn Stewart  
Assistant City Manager

  
Lori Trego  
Personnel Director

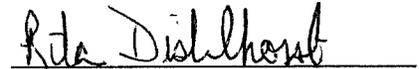
  
James Masic  
Chief of Police

  
Molly Roberts  
Director of Finance

  
Daniel Guttman, Esq.  
Baker Hostetler LLP  
Chief Spokesperson

For the Fraternal Order of Police, Ohio Labor Council, Inc.

  
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Tracy Rader  
FOP, Ohio Labor Council  
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