



2013-2015 Agreement Between FOP/OLC & The City of Reynoldsburg
Dispatcher Agreement

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05/22/2013



**AGREEMENT BETWEEN
THE CITY OF REYNOLDSBURG**



**THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
DISPATCHERS**

**Effective January 1, 2013
Through
December 31, 2015**

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
ART. 1	CONTRACT.....	1
ART. 2	RECOGNITION	2
ART. 3	LABOR COUNCIL SECURITY.....	2
ART. 4	NON-DISCRIMINATION	4
ART. 5	GRIEVANCE PROCEDURE.....	5
ART. 6	ARBITRATION	7
ART. 7	NEGOTIATIONS.....	8
ART. 8	NO STRIKE/NO LOCKOUT.....	9
ART. 9	MANAGEMENT RIGHTS	10
ART. 10	INTERNAL INVESTIGATIONS, DURATION OF RECORDS AND PERSONNEL FILES.....	10
ART. 11	WORK RULES AND DIRECTIVES.....	15
ART. 12	LABOR/MANAGEMENT MEETINGS.....	15
ART. 13	LAYOFFS AND RECALL SENIORITY AND PROBATIONARY PERIOD.....	16
ART. 14	MISCELLANEOUS NON-ECONOMIC.....	17
ART. 15	HOURS OF WORK AND OVERTIME	17
ART. 16	HOLIDAY PAY	18
ART. 17	WAGES	19
ART. 18	VACATION LEAVE.....	21
ART. 19	SICK LEAVE	22
ART. 20	INSURANCE.....	24
ART. 21	INJURY LEAVE	25
ART. 22	LEAVES OF ABSENCE.....	25
ART. 23	EDUCATIONAL ASSISTANCE PROGRAM.....	28
ART. 24	UNIFORMS AND ALLOWANCE.....	29
ART. 25	MISCELLANEOUS ECONOMIC PROVISIONS	30
ART. 26	DRUG/ALCOHOL TESTING	30
ART. 27	WAIVER IN CASE OF EMERGENCY	32
ART. 28	DURATION.....	32

ARTICLE 1 - CONTRACT

Section 1.1 Contract This contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Labor Council").

Section 1.2 Purpose This purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.3 Legal References

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Labor Council are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws or ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where they have been negotiated and included herein.
- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity or affect the remaining portions hereof shall remain in effect nor will the application of such portions be applied to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this written contract and upon written request by either party, the parties to this Contract shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.5 Past Practices The City and Labor Council acknowledge that certain customs and practices presently exist on a Department-wide basis with respect to the operation of the Police Department that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to a lieutenant or the chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a lieutenant or the chief, constitute a past practice or custom. When those customs and practices fall within Management Rights as set forth in Article 9 herein, the City agrees not to alter them without notice to the Labor Council Committee Chairman, when practicable.

When the above-referenced customs and practices do not fall within Management Rights as set forth in Article 9 herein, then the City agrees not to alter them without prior notice to the Labor Council Committee Chairman.

A meeting of the Labor-Management committee to discuss those alterations will be held should the Labor Council so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 - RECOGNITION

Section 2.1 Recognition The Labor Council is recognized by the City as the exclusive representative for all members identified in the Bargaining Unit described in Section 2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Unit All Police Dispatchers as certified by the State Employment Relations Board (SERB) in case #91-REP-02-0028.

Section 2.3 Exclusions Excluded are all part-time, temporary, seasonal or casual employees, all supervisory or management level employees, and all positions and classifications not specifically described herein.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 Deduction of Due and Fees The City agrees to deduct Labor Council membership dues in the amount certified to the City, the first pay period of each month from the pay of any member requesting the same in writing. The City also agrees to deduct any fees and assessments, in the amount certified by the Labor Council to the City, from the pay of any appropriate member during the first pay period of each month, in which such fees and assessments are due. If a member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay. The City agrees to furnish to the Labor Council, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

Any member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the Labor Council expressing the member's desire to withdraw dues deduction authorization.

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

Section 3.2 Fair Share Fee

- A. Employees who are not members of the Labor Council shall as a condition of employment pay to the Labor Council a fair share fee. The amount of the fair share fee shall be determined by the Labor Council, but shall not exceed dues paid by members who are in the Bargaining Unit. The amount of such fair share fee shall be made known by the Labor Council to the City at such times during the term of this Contract as is necessary to be accurate. Such payment shall be subject to an Internal Rebate Procedure meeting all requirements of state and federal laws.
- B. For the duration of this Contract, such fair share feel shall be automatically deducted by the City from the payroll check of each member who is not a member of the Labor Council. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish 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 members for whom said deductions are made.
- C. The automatic deduction shall be initiated by the City whenever a member who is not a member of the Labor Council has completed the first sixty (60) days of employment, or sixty (60) days after the effective date of this contract.
- D. All dues and fees collected under this Article shall be paid by the City as soon as possible to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3.3 Indemnification The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments. The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to these provisions. Once the funds are remitted to the Labor Council their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 3.4 Use of Intra-Department Mails The Labor Council shall be permitted to utilize the intra-departmental mail system for the purpose of providing information, pertaining to Labor Council business or Bargaining Unit representation, to members. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of business for Bargaining Unit representation. All mail placed into the mail system by the Labor Council shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

Section 3.5 Ballot Box The Labor Council shall be permitted, for upon prior notification to the Chief of Police, to place a ballot box at the Department headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. 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.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected members. The placement of the box shall be in an area accessible to the members as

determined by the Police Chief. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed.

Section 3.6 Bargaining Unit Meetings Bargaining Unit Committees shall be permitted, upon prior notification to the Chief of Police to hold meetings at Department headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this Section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the members, the City will so notify the requesting party. No Bargaining Unit members shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.7 Bulletin Boards The City shall provide space on a bulletin board for the Labor Council's use at a suitable location on City premises. The location of such bulletin boards shall be determined by mutual agreement between the Labor Council and the City. Notices shall be signed, posted and removed by employees during non-work time.

The use of bulletin boards shall be confined to:

- A. Factual notices and announcements of the Labor Council pertaining to the following:
 - 1. Meetings
 - 2. Elections and nominations
 - 3. Social and recreational affairs
- B. Any issued financial statements of the Labor Council.
- C. Signed minutes of meetings between the Labor Council and the City.
- D. Such other material as may be approved in writing, prior to posting by the personnel in charge of labor relations for the City.

Section 3.8 Labor Council Business The Labor Council representative and/or designee shall be permitted to transact official business at departmental work sites at reasonable times, provided that normal departmental operations shall not thereby be interfered with or interrupted.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Joint Pledge The City and the Labor Council shall not unlawfully discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, or legally recognized disability.

Section 4.2 City Pledge The City agrees not to discriminate against any member on the basis of the employee's membership or non-membership in the Labor Council, nor to discriminate, interfere with, restrain or coerce any member because of or regarding the employee's activities as an officer or other representative of the Labor Council.

Section 4.3 Interpretation Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and it is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 Definition of "Grievance" The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this agreement. Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights. However, once a member elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure the member is thereafter precluded from seeking a remedy under this Procedure.

Section 5.2 Representation A grievance can be initiated by the Labor Council Representative or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Labor Council Representative or the designated representative of the affected group of members will process the grievance.

Section 5.3 Written Grievance All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Parties.

- A. Grievied employee's name and signature.
- B. Grievied employee's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 5.4 Grievance Chairman Members of the Bargaining Units shall elect a member as Steward. The authorized function of the Steward shall include the attendance at any City and Labor Council joint meetings relating to a grievance and the representation of the Labor Council

in investigating, processing or coordinating grievances pertaining to the grievance procedure contained in the Contract.

When an employee, as an authorized representative of the Labor Council, attends a joint conference with the City, they shall be paid for such day an amount that is no greater and no less than they would have been paid for their normal tour of duty had such joint conference not been held.

Section 5.5 Timeliness All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 5.6 Time Off for Presenting Grievances All employees shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of the Chief, which will not be unreasonably withheld. Grievance meetings at Step 3 shall be held during the grievant's shift hours or immediately before or after said shift hours, as determined by the Chief. Time spent and paid for in grievance processing will not be counted as hours worked for purposes of overtime compensation.

Section 5.7 Grievance Procedure It is the mutual desire of the City and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The City and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - Supervisor In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Labor Council representative, if applicable, must identify the alleged grievance to the employee's immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date which the supervisor was presented the grievance.

Step 2 - Chief of Police If the grievance is not resolved in Step One, the employee with the appropriate Labor Council representative, if applicable, shall reduce the grievance to writing and shall within seven (7) calendar days of the date the answer was received or should have been received from Step 1, refer the grievance to the Chief of Police (or designee). The Chief of Police shall have seven (7) calendar days in which to schedule a meeting, when necessary, with the aggrieved employee and representative, if applicable. The Chief shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

Step 3 - Safety Director If the grievance is not resolved in Step Two, the employee, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Safety Director, or designee, within seven (7) calendar days after receiving the Step 2 reply. The Safety Director shall have fourteen (14) calendar days in which to schedule a meeting with the grieved employee and the employee's representative, if applicable. The Safety Director shall investigate and respond to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

ARTICLE 6 - ARBITRATION

Section 6.1 Arbitration Should a grievant, after receiving the answer to the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through their Labor Council representative, notify the City of the intent to have the grievance be heard before an arbitrator. The Labor Council or City may advance the grievance to arbitration upon written notice to the other party. A notification of arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration the City or its designee and the representative of the Labor Council shall, within ten (10) calendar days following the request for arbitration, request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of nine (9) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of nine (9) arbitrators. The Party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this matter until one (1) name remains on the list. The remaining name shall be designed as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, one time each. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 6.2 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

Section 6.3 Authority and Responsibility of Arbitrator The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written award setting

forth a decision and rationale in support of said decision. The Arbitrator's decision and award shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Costs of Arbitration The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitration and the rent, if any, for the hearing shall be borne jointly by the parties. The expenses of any non-member witnesses shall be borne, if at all, by the Party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

ARTICLE 7- NEGOTIATIONS

Section 7.1 Committees The Labor Council and the City have the right to select their own negotiations committee and to change committee members at will. Negotiations teams shall consist of no more than four (4) committee members, including consultants.

Section 7.2 Good Faith Bargaining The parties are obligated to bargain collectively with one another in good faith effort to reach an agreement. Each side will provide supporting data and rational for its own proposals and counterproposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 7.3 Information Furnished The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counterproposals, and to negotiate in good faith.

Section 7.4 Private Meetings The Parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at times and places as agreed by the parties during a period not more than one hundred twenty (120) days before the expiration of this Contract.

Section 7.5 Spokesman The Negotiation Committees will formally communicate with each other through a spokesman named by each party.

Section 7.6 Informal Minutes Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 7.7 Proposals At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either Party, by mutual agreement, from making a preliminary written submission of its proposal to the other Party prior to the initial meeting.

Section 7.8 Caucus and Adjournment Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 7.9 Release Time for Negotiations If all bargaining unit members of the negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the released member shall report to their supervisor for duty.

Section 7.10 Applicable Law The City and the Labor Council agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative contract shall be governed by Ohio Revised Code Sections 4117.10 and 4117.14.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout The City agrees not to cause, permit or engage in any lockout of members during the term of this contract.

Section 8.2 No Strike The Labor Council agrees that neither it nor any of its members or any employees covered by this contract, individually or collectively during the term of this contract, shall for any reason, engage in a boycott, a slow down, a work stoppage, curtailment or restriction of production, 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.

- A. The City and Labor Council agree that the grievance and arbitration procedures of this contract are adequate to provide a fair and final determination of all grievances arising under the terms of the contract. It is the desire of the Labor Council and City to avoid strikes and work stoppages and any other conduct set forth above.
- B. The Labor Council and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in activities such as those described above and, should any such activities occur, the Labor Council, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1 Management Rights Except as specifically limited herein, the City shall have the exclusive right to administer the business of the City of Reynoldsburg in addition to all other functions and responsibilities which are required by law. Specifically, the City's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the City's goals, objectives, programs and services;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the City;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the City's operation; and
- L. To determine and implement necessary actions in emergency situations.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the function of the City.

ARTICLE 10 - INTERNAL INVESTIGATIONS, DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations This section is designed to address internal investigations of Police Department members. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to the possibility of an employee being suspended from work or discharged, the employee will be informed of the

general nature of the investigation prior to any questioning. During such questioning, the employee has the right of choice to privately consult with and be advised by a Labor Council Representative, (or an attorney,) provided that such representative is not also a subject of the investigation.

- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against an employee, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Labor Council Representative (or an Attorney), provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to their shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning shall be tape recorded by the City at the request of either party.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief of Police. No polygraph

examination shall be administered without the members consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this agreement, polygraph examinations include, without limitation, devises, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraph, psychological stress evaluations (PSE), etc.).

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded.
- L. A member who is charged with violating department orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) calendar days in advance of any department hearing related to the charge involved.
- M. All complaints, internal investigations and department charges shall initially be under the province of a supervisor to investigate who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, demotion or termination being levied against any member based on complaints or charges, the Safety Director shall conduct a hearing at which the member and/or representative shall have the opportunity to cross-examine the accusers and offer testimony and other evidence on behalf of the member. Reasonable advance notice of a hearing date and time, as well as the charges to be heard will be provided to the member.
- N. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. The Employer shall attempt to complete internal investigations within ninety (90) days. The Employer shall notify the employee if the investigation cannot be completed within ninety (90) days.
- O. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.

Section 10.2 Corrective Action No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include a documented warning before a written reprimand, a written reprimand before a suspension, and a suspension before demotion/removal for the same or related offenses. If the offense is of the serious nature, the Chief of Police may determine that a different sequence of discipline be utilized.

Section 10.3 Duration of Records All actions of record will be maintained in each member's personnel file throughout the employee's period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action has occurred. Any records of written reprimands will be removed from the file upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action. Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the City in response to and defense of; actions filed against the City or its officials by the member or by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

The City will maintain a Records Commission, which will be responsible for ensuring that the City complies with all federal, state and/or local laws concerning the retention, expungment and/or destruction of records.

In any case in which an action or record is disaffirmed through the Grievance Procedure, by the Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the members personnel file shall clearly reflect such disaffirmance. At the member's request, the City shall also expunge records of the case from the member's personnel file when such disaffirmance has occurred. In addition, unsubstantiated, unproven or untimely allegations or complaints made against a member appearing in the files of the City shall not be considered in further corrective action or promotional considerations, and shall not be shared outside the Police Department.

Section 10.4 Review of Personnel File The City and the Labor Council agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or designated representative.

Except as required by Law and except for supervisory and administrative personnel with a legitimate need to know, a member's personnel file shall not be made available for review by anyone. Except, as stated above, no information in a member's personnel file will be shared with anyone outside the Department and City Administration, except name, place of employment, dates of employment, job classification and pay range. However, additional specified information may be given upon the advance, written approval of the member involved to the Chief of Police. Any member may copy documents in their own file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.5 Inaccurate Documents If upon examining the personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. The employee maintains the right to use the grievance procedures in this matter.

Section 10.6 Placement of Material in Personnel File No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy.

Section 10.7 Performance Evaluations A member's signature on any performance evaluation shall be viewed by the parties hereto as only a representation that the member has read it and shall not be viewed as representation that the member has concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when signed upon request.

Section 10.8 Departmental Hearings Department hearings will be held prior to the imposition of any suspension, reduction in pay or rank, and/or removal. Prior to any Departmental hearing before the Safety/Service Director and/or the Personnel Director, the member will receive from the Chief of Police a written statement of all charges and specifications. At a Departmental hearing, the charged member shall be allowed to be represented by an attorney and/or Labor Council Representative. A member who is charged, the member's attorney and/or Labor Council Representative, may make a written request, directly to the Chief of Police, to review her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental hearing.

Hearings will be held in the Police Department, Office of the Safety/Service Director or the Personnel Director unless an alternative site is mutually agreed upon by the parties. Hearings may be tape recorded by either party.

A member who is charged, their attorney and/or a Labor Council Representative, may make a written request for one continuance of the departmental hearing not to exceed five (5) working days. Such request will be granted where practicable at the discretion of the Safety/Service Director and/or the Personnel Director.

The Departmental hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental hearing prior to any public statement.

Section 10.9 Administrative Leave Prior to the disposition of the Departmental hearing, including any decision by the Mayor, the member may be placed on administrative leave with pay should the Chief determine there are urgent reasons to take this action. The length of the leave shall be solely at the Chiefs discretion. No member shall be suspended without pay pending a disposition of the Departmental hearing.

Section 10.10 Appeal from Disciplinary Decision If suspension, reduction or removal is imposed as a result of the disposition of the Departmental hearing, a member, with the approval of the Labor Council Representative, may appeal such decision directly to binding arbitration under the provisions of Article 6.

ARTICLE 11- WORK RULES AND DIRECTIVES

Section 11.1 Notification The City agrees that, to the extent practicable, work rules and/or Departmental directives shall be reduced to writing and provided to all members in advance of their enforcement. All rules and directives shall be applied uniformly to all members.

ARTICLE 12- LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings In the interest of sound Labor/Management relations, the Safety Director and representatives of the City shall meet at a mutually agreeable time with representatives of the Labor Council to discuss those matters addressed in Section 12.2 of this Article. At least twenty-four (24) hours prior to convening the meeting, either party may request the presence of specific individuals to address issues that are subjects for the meeting. Representatives for either party may attend by mutual advance agreement. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic contract.

Section 12.2 Agenda An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this contract.
- B. Notify the Labor Council of any changes made by the City which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

Section 12.3 Release Time Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

**ARTICLE 13 - LAYOFFS AND RECALL,
SENIORITY AND PROBATIONARY PERIOD**

Section 13.1 Notification When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the City's decision to implement any short term layoffs lasting seventy-two (72) hours or less. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 13.2 Layoffs The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 13.3 Recall List When employees are laid off, the City shall create a recall list for each classification. The City shall recall employees from layoff within each classification as needed. The City shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the City recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

Section 13.4 Recall Notice Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council. The City shall be deemed to have filled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have five (5) calendar days following notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.5 Seniority List A seniority list by title shall be kept by the Chief according to job titles and shall be updated as needed. A copy shall be available for inspection in a location designated by the Chief for the purpose of defining seniority, a member's continuous service with the Reynoldsburg Police Department by title shall qualify. The seniority list shall list all members and the dates of their first date of work for the Department as a full-time employee in order from the most senior to the least senior member in service.

Section 13.6 Probationary Period Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire.

A newly hired probationary member may be terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the termination under Article 5 and 6 of this Contract.

ARTICLE 14 - MISCELLANEOUS NON-ECONOMIC

Section 14.1 Equipment The City will furnish and maintain the tools, facilities, and equipment required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligence and properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Shift Bidding Each year between November 1 and November 15, the City shall post the shift assignments available for the following year. Fulltime dispatchers shall have the right to bid on the available shifts by seniority. The new shifts shall take effect the first full pay period in January following the bidding process. A dispatcher's bid request shall not be unreasonably denied.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1 Hours of Work The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off; except as provided below in this Section of this Article. The wage rates prescribed in this contract for the respective classification are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday. If so authorized, the member's forty (40) hour workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 15.2 Overtime All hours in paid status in excess of the scheduled workday or forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times the

member's normal straight time rate. The Employer shall not change the employees' schedule once posted solely to avoid payment of overtime.

Section 15.3 Compensatory Time A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of their supervisor, provided that the member's absence does not create a hardship on the operations of the Department.

Each member's compensatory time bank shall be limited in accumulation to a maximum of one hundred (100) hours per year. Once an employee has chosen one hundred (100) hours of compensatory time per year as compensation for overtime hours worked, all additional overtime will be paid. The member may choose to carry over any balance into the following year or "cash out" the balance at the end of each year. Any balance of compensatory time carried over into the following year shall count towards the one hundred (100) hour cap in that year.

On November 15 of each year employees may opt to cash in all or part of their compensatory time bank by notifying the Employer in writing. This payment shall be made no later than the last full payment period in the calendar year.

Section 15.4 Call-In Pay When a member is called back to work by a supervisor for hours not abutting the regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than two (2) hours the member shall be paid at the overtime rate for all hours worked.

Section 15.5 Court Pay If a member is required to appear in court as a part of the employee's job duties at a time when the employee would otherwise be off duty, the employee shall be paid the applicable rate for the actual hours necessary to fulfill the employee's court appearance, including travel time to and from a court session other than the Mayor's Court. In court appearances while off duty, a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate.

Section 15.6 Separation Upon separation from employment with the City for any reason, a member (the surviving spouse or estate of the deceased upon death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 16 - HOLIDAY PAY

Section 16.1 Holiday Pay The following are designated paid holidays:

- A. New Years Day, January 1

- B. Martin Luther King Day, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, 1st Monday in May
- E. Independence Day, July 4th
- F. Labor Day, first Monday in September
- G. Veteran's Day, November 11th
- H. Thanksgiving Day, 4th Thursday in November
- I. Day after Thanksgiving, 4th Friday in November
- J. Day before Christmas, December 24th
- K. Christmas Day, December 25th
- L. Day before New Years Day, December 31st
- M. Personal Day
- N. Any day or part of any day as proclaimed by the Mayor.

Section 16.2 Holiday Not Worked

- A. Members on 8-hour shifts will be compensated 8 hours;
- B. Members on 10-hour shifts will be compensated 10 hours;

Section 16.3 Holiday Worked

- A. When a holiday is worked by a member, the member will be compensated at the overtime rate for hours actually worked, in addition to straight time.

Section 16.4 Method of Payment

- A. Members have the option of compensatory time or holiday pay. Such compensatory time shall be applied to the cap set forth in Article 15. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member must declare the intent by December 15 of the preceding year and will be paid for holidays in a lump sum in the first pay period of December each year.

ARTICLE 17 – WAGES

Effective January 1, 2013:

2%	A	B	C	D	E	F
HOURLY	\$18.60	\$19.67	\$20.74	\$21.80	\$22.90	\$23.98
ANNUALLY	\$38,688.00	\$40,913.60	\$43,139.20	\$45,344.00	\$47,632.00	\$49,878.40

Effective January 1, 2014:

2%	A	B	C	D	E	F
HOURLY	\$18.98	\$20.06	\$21.15	\$22.23	\$23.36	\$24.46
ANNUALLY	\$39,478.40	\$41,724.80	\$43,992.00	\$46,238.40	\$48,588.80	\$50,876.80

Effective January 1, 2015:

1.5%	A	B	C	D	E	F
HOURLY	\$19.26	\$20.36	\$21.47	\$22.57	\$23.71	\$24.83
ANNUALLY	\$40,060.80	\$42,348.80	\$44,657.60	\$46,945.60	\$49,316.80	\$51,646.40

Section 17.2 Shift Differential A shift differential of one dollar and ten cents (\$1.10) per hour worked shall be paid to any employee when the majority of their scheduled shift is after 1:00 P.M. and before 6:00 AM. Effective upon execution of this agreement, the shift differential shall be one dollar and fifteen cents (\$1.15)

Section 17.3 Pension Pick-up The City method of payment of salary and the provision of fringe benefits to the members who are participants in the PERS Pension Fund are hereby modified as follows, in order to provide for a fringe benefit pick-up of employee contributions to the PERS Pension Fund.

1. In addition to the total salary and salary per pay period which is otherwise payable to each member, the total portion of the member's contribution to the PERS Pension Fund shall be paid by the City.
2. The sums paid by the City under paragraph 1 in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for the determining paid salary adjustments to be made due to absence, or for any similar purpose.
3. The pick-up by the City of a member's contribution to the PERS Pension Fund shall be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.

Section 17.4 Pay Periods All members shall be paid on a bi-weekly basis. The official pay date shall be every other Friday in that period, provided that when a holiday falls on a regular pay day the payroll shall be distributed on the day immediately preceding the holiday.

Section 17.5 Administration of Pay Plan In the administration of the pay plan for all covered employees, the six steps of the plan shall be applied as set forth below:

1. Step A is the minimum rate and shall be the hiring rate for the classification except that if a person is qualified by education or experience the appointing authority may establish the hiring rate at Step A, Step B, or Step C.
2. Progression from Step A through Step F shall be made at intervals of one year of satisfactory service from the employee's service date.

Section 17.6 Training New Employee Pay Any member who serves as a training officer for bargaining unit members shall receive a pay differential of \$2.00 per hour for each hour of training time spent with the trainee.

Section 17.7 TAC/ATAC Assignment. Effective upon execution of this agreement, any member selected by the Chief of Police or designee to perform the duties of TAC officer shall be compensated an additional seventy-five cents (\$.75) per hour for all hours actually assigned and working as the TAC or ATAC.

Section 17.8 Longevity Bargaining unit employees shall receive longevity pay as follows:

Years of Service	Longevity Pay 2013	Longevity Pay 2014	Longevity Pay 2015
4 through 6 years	\$325.00	\$325.00	\$375.00
7 through 9 years	\$375.00	\$375.00	\$425.00
10 through 14 years	\$450.00	\$450.00	\$500.00
15 through 19 years	\$500.00	\$500.00	\$550.00
20 or more years	\$550.00	\$550.00	\$600.00

ARTICLE 18 - VACATION LEAVE

Section 18.1 Accrual Each full-time employee is entitled, during each year following the first year of service, to earned vacation leave with full pay in accordance with the following schedule:

Completed Years of Service	Hours Earned Each Year
1 thru 6 years	80 hours
7 thru 11 years	120 hours
12 thru 15 years	160 hours
16 thru 19 years	208 hours
20 or more	224 hours

Section 18.2 Carry Over An employee may, at the discretion of the City, carry over from year to year, a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess of this permitted carry over shall be forfeited, unless the Chief of Police determines that an employee may not take all or a portion due to job requirements. In that event, any vacation balance in excess of forty (40) hours may be paid to the employee at the earned rate of pay.

Section 18.3 Annual Leave The Department shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to their chain of command for vacation scheduling. These requests shall be granted as requested to the extent practicable unless a conflict in scheduling necessitates that all requests cannot be granted. In such an instance, length of service with the Department as a full-time member shall be the determining factor in the granting of vacation leave requests. Employees

who earn one hundred twenty (120) hours or more of vacation per year shall be required to request and take one forty (40) hour block of vacation each year. Such employees may also "cash in" up to forty (40) hours of earned vacation each year after their anniversary date of hire.

Section 18.4 Casual Leave Casual vacation leave may be granted in hourly segments upon approval of the supervisor.

Section 18.5 Payout Upon separation from City Service, employees are entitled to compensation for the pro-rated portion of any unused vacation leave to their credit at the time of separation at their prevailing rate of pay.

In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse, or the estate of the deceased if there is no surviving spouse.

Section 18.6 For purposes of this article, time spent on an unpaid leave of absence shall not count as service for purposes of computing years of service. Time spent on an approved unpaid leave of absence shall not constitute a break in service.

ARTICLE 19 - SICK LEAVE

Section 19.1 Credit Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, which for the purpose(s) of this Article shall include paid vacation, overtime and sick leave, but not during leave of absence or layoff. Unused sick leave shall accumulate without limit. Sick leave shall not be advanced prior to its being earned.

Section 19.2 Usage

- A. Sick leave shall be granted to an employee upon approval of the City. Sick leave may be requested for the following reasons:
1. Illness of the employee or a member of the employee's immediate family. Injury to the employee (after injury leave expires if the employee so qualifies.)
 2. Medical, dental or optical examinations or treatment of the employee or member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours;
 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of others;
 4. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: Mother, father, brother, sister, child, spouse, grandparent, grandchild, guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent.

Sick leave shall be charged in minimum units of one (1) hour. It is understood that employees shall, whenever possible, schedule medical/dental appointments so as to not disrupt the operations of their Department. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Compensation for approved sick leave shall be at the employee's base hourly rate of pay.

- C. When an employee is unable to report to work, the employee shall notify their supervisor or other designated person, no later than one (1) hour prior to their assigned shift, and shall leave a telephone number where the employee may be reached by the supervisor.

Section 19.3 Verification

- A. The City may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three days must be accompanied by a doctor's certificate.
- B. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the City that the employee was unable to perform the required duties. Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
- C. The City may require an employee to take an examination, conducted by a licensed physician of the City's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other leave. The cost of such examination shall be paid by the City. The employee, at the employee's own expense, shall be allowed to provide the City with a 2nd opinion, from a licensed physician.
- D. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will result in dismissal and may result in refund of salary or wages paid.

Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first day of each such leave shall be without pay, except as follows:

- 1. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
- 2. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.

Section 19.4 Separation Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Public Employee's Retirement System, who has ten (10) or more years of service with the City. The amount of

payment will be as set forth in the following scale. Such payment shall be based on the employee's rate of pay at the time of retirement.

Minimum Years Of Service	Percentage of Accrued but Unused Sick Leave	Maximum Hours Paid Out
10 years	25%	320
15 years	30%	540
20 years	40%	760
25 years	50%	880

Section 19.5 Employees who use no sick leave in a calendar year shall earn one personal day to be used in the next calendar year.

ARTICLE 20 - INSURANCE

Section 20.1 Insurance The City may modify health insurance coverage offered to bargaining unit employees. If the City is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the City shall meet with the Union to discuss all aspects of health insurance coverage, including the affect of any potential changes on bargaining unit members.

The medical, prescription, dental and vision coverage offered to bargaining unit employees shall not differ from the benefits offered to non-bargaining unit employees of the city.

Section 20.2 The City shall pay for life insurance for each member in the amount of \$40,000 with double indemnity for accidental death. The employee shall (by payroll deduction) pay seven percent of the monthly premium toward health insurance including dental and vision coverage.

Effective January 1, 2013, each member will contribute twelve percent (12%) of the premium not to exceed \$62.50 per month for single coverage and \$140 per month for family coverage. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Effective January 1, 2014 and January 1, 2015 each member will contribute fifteen percent of the premium with no cap.

Effective January 1, 2013, the City will make a four thousand dollar (\$4,000.00) contribution to the H.S.A. account for the employees with family coverage and a two thousand dollar (\$2,000.00) for single coverage. No wellness program required.

Effective January 1, 2014 and January 1, 2015, the City will make a thirty-five hundred dollar (\$3,500.00) contribution to the H.S.A. account for the employees with family coverage and seventeen hundred-fifty dollars (\$1,750.00) for single coverage. The City will increase the

family contribution to four thousand dollars (\$4,000.00) instead of the thirty-five hundred dollars (\$3,500.00) only if the employee completes a wellness program jointly developed by the City and the Union no later than July 1st, 2014/2015. The City will increase the single contribution to two thousand dollars (\$2,000.00) instead of seventeen hundred-fifty dollars (\$1,750.00) if the employee completes a wellness program jointly developed by the City and the Union no later than July 1st, 2014/2015.

Once the deductible has been reached by an employee, they shall be responsible for prescription co-pays of ten dollars (\$10.00) for tier 1, thirty dollars (\$30.00) for tier 2, and fifty dollars (\$50.00) for tier 3 until they reach the maximum out of pocket of four thousand dollars (\$4,000) for single and eight thousand dollars (\$8,000.00) for family.

Employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive fifty (\$50) dollars per month while such forfeiture is in effect.

Section 20.3 Liability Coverage The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

ARTICLE 21 - INJURY LEAVE

Section 21.1 Injury Leave

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of their performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's prevailing rate of pay, and be limited to a maximum of seven hundred twenty (720) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to the supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and to return to work status at the earliest time permitted by the attending physician. After the member has been given permission to return to work status by the attending physician, and member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of seven hundred twenty (720) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The appointing authority or Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this Section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

ARTICLE 22 - LEAVES OF ABSENCE

Section 22.1 Leave Without Pay Employees may be granted the following types of unpaid leaves of absence by the appointing authority.

A. Disability Leave

A physically incapacitated employee may request a disability leave. A disability leave may be granted not to exceed six (6) months when the disability continues beyond accumulated sick leave- rights and provided the employee is:

- 1 Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the City. Such examination may be required by the City.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave. Such leave shall be at the total discretion of the City. No leave of absence shall be granted for the purpose of working another job.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request For Leave Form. Employees who are on an unpaid personal leave of absence which exceeds sixty (60) calendar days shall be required, in order to retain insurance benefits, to pay the entire premiums for all insurance during the term of such leave.
2. An employee on leave of absence without pay does not earn sick leave or vacation credit.
3. If a leave of absence is granted for a specific purpose, and it is found that leave is not actually being used for such purpose, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee.
4. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the City. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a

resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

C. Family and Medical Leave

1. Pursuant to the Family and Medical Leave Act of 1993 (as amended), FMLA leave may be granted to an employee who has been employed by the City for at least twelve (12) months before the leave is requested and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - I. Because of the birth of a child or placement for adoption or foster care of a child;
 - II. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
 - III. Because of a serious health condition that makes the employee unable to perform essential employment functions.
2. The employee must provide the Employer with thirty (30) days advance notice of the leave, when such leave is reasonably foreseeable, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion (which is binding) on the validity of the certification,

An employee seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for the employee share of the health insurance cost (if any) during the unpaid leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the City. The City, at its sole discretion, may waive the repayment of insurance premiums. The City will be responsible for thirty (30) days premium under COBRA.

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

Section 22.2 Leaves of Absence With Pay

A. Maternity/Paternity Leave

Any employee, who is expecting to become a new parent, shall be granted a leave of absence for maternity/paternity purposes. The date of departure and the date of return to work shall be established by the employee. The employee may utilize sick leave and vacation leave for said purposes. Additional leave may be granted on a case-by-case basis at the City's discretion.

B. Jury Duty

1. A fee or expense reimbursement paid to an employee for serving on any Municipal, County, or Federal Jury, shall be remitted to the City and said employee's regular pay will not be adjusted by reason of service performed.
2. The Employer shall not pay any employee who appears in court for criminal or civil cases, when the employee is the Plaintiff or Defendant.

C. Military Leave

The Employer shall comply with applicable state and federal law concerning military leave.

D. Funeral Leave

1. Each full-time employee shall be granted up to a maximum of three consecutive working days upon a death in the employee's immediate family.
2. It is recognized that situations will develop where matters involving other than the employee's immediate family warrant the City granting excused time with pay. The employee's supervisor may grant such excused time based upon the circumstances peculiar to each case. Such time shall not exceed three (3) days.

E. Voting Leave

A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided the member could not otherwise reach the polls to vote during the time the polls are open outside the member's tour of duty.

F. Examination Leave

A paid leave shall be allowed a member who participates in a Reynoldsburg Civil Service test or who must take a requested examination pertinent to their City employment before a state, county, or federal licensing board, provided that such test or examination is scheduled and taken during the member's regularly scheduled tour of duty

ARTICLE 23 - EDUCATIONAL ASSISTANCE PROGRAM

Section 23.1 Participation All employees are eligible to participate in the Educational Assistance and Incentive Plan. Participation is voluntary and available to those who elect job

relevant self-development activities, during non-working hours. Participation shall be approved by the appointing authority.

Section 23.2 Allowances The allowances for assistance are described below:

- A. For approved courses earning college credit, a maximum of \$2,250 of tuition expenses for each academic year may be requested by the employee.
- B. For approved courses earning other than college level credit, a maximum of \$750.00 of tuition expense for each academic year may be requested by the employee.
- C. Fifty percent (50%) of the expense incurred for text books required for above approved courses will be paid except that for non-college level courses, the \$750.00 limit is not to be exceeded.
- D. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a passing grade.
- E. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City within the one (1) year period, that employee must repay any assistance received in the one (1) year period. Employees who separate from service with the City within two (2) years following completion of the courses must repay fifty percent (50%) of the assistance received.

ARTICLE 24 - UNIFORMS AND ALLOWANCE

Section 24.1 Initial Issue The City shall furnish the basic Uniforms and new equipment for all members. Uniform parts and equipment shall be replaced by the City as needed. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 24.2 Repair and Replacement of Uniforms The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the member's misconduct or negligence.

Section 24.3 Repair or Replacement of Eye Glasses The City shall repair or replace eyeglasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 24.4 Dry Cleaning Members shall be reimbursed for necessary dry cleaning of uniforms. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 24.5 Clothing/Equipment Schedule

DISPATCHERS	
Police Dispatch Badges	2
Name Badges	2
Service Since Pin	1
Shirts (short sleeve)	5
Shirts (long sleeve)	5
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
All Weather Jacket	1

ARTICLE 25 - MISCELLANEOUS ECONOMIC PROVISIONS

Section 25.1 Travel Allowance If a member uses their personal automobile for City or Department business, including travel to and from court appearances, as authorized by the Chief of Police, the member shall be reimbursed for such use at the current rate allowed by the Internal Revenue Service Regulations.

Section 25.2 Copies of Contract The Labor Council shall provide each member, at no cost to the member, a copy of this Contract within forty (40) days of the parties' ratification of this Contract. The City shall provide a copy to each newly hired member during the term of this Contract.

ARTICLE 26 - DRUG/ALCOHOL TESTING

Section 26.1 Employees Tested

In accordance with the Reynoldsburg Division of Police Drug/Alcohol Policy bargaining unit employees may be subjected to testing conducted under the following conditions: 1. Reasonable suspicion of drug and/or alcohol use; 2. Post-Incident testing; 3. Follow-up drug and/or alcohol testing;

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on duty incident. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 26.2 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the National Institute of Drug Abuse, the National Institutes of Health and the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The

procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the City policy. All procedures shall be outlined in writing in the City policy and this policy shall be followed in all situations arising under this Article.

Section 26.3 Alcohol Tests

Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above (based on a breathalyzer) shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4 Test Results

- A. The results of the testing shall be delivered to the Employer and the employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to termination.
- B. The employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs, over the counter drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 26.5 Confirmatory Tests

- A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the City policy.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer 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.
- D. A Medical Review Officer (MRO) shall be utilized to review all positive test results.

Section 26.6 Laboratories

A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 26.7

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the division policy and may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program.

If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Family Medical Leave may be used if available and appropriate.

Upon completion of such program, and upon receiving results from a return to duty test demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, except in those cases where the employee is placed on leave of absence without pay. Employees eligible to utilize Family Medical Leave and are in an unpaid status will still be eligible for health care benefits in accordance with the division FMLA policy.

Section 26.8 Discipline

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a follow-up test within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 26.9 Testing Cost

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 26.10 Confidentiality

All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 27 - WAIVER IN CASE OF EMERGENCY

Section 27.1 Waiver In case of emergency declared by the President of the United States, Governor of the State of Ohio, the City of Reynoldsburg, the Federal or State Legislature, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for management by the Labor Council replies on grievances.
- B. Selected work rules and/or agreements or practices relating to the assignment of employees.

Section 27.2 Expiration of Waiver Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the Grievance(s)) had properly progressed.

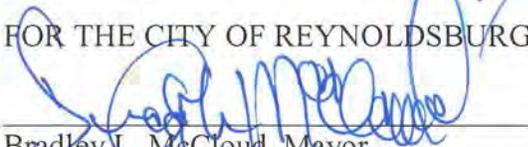
ARTICLE 28- DURATION

Section 28.1 Duration The provisions of this Contract are effective January 1, 2013 except where otherwise indicated, and shall remain in full force and effect through December 31, 2015. This Contract shall remain in full force and effect until a successor agreement is reached by the parties or a final settlement award is reached through the use of Section 4117.14 of the Revised Code or through the legal system.

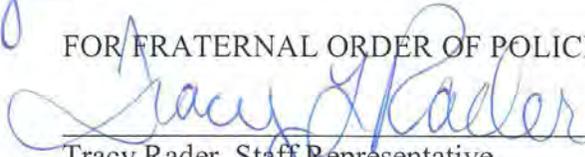
2013-2015 Agreement Between FOP/OLC & The City of Reynoldsburg
Dispatcher Agreement

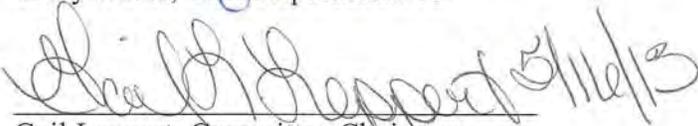
Signed and dated this 16 day of May, 2013.

FOR THE CITY OF REYNOLDSBURG:

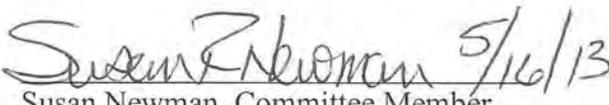

Bradley L. McCloud, Mayor

FOR FRATERNAL ORDER OF POLICE:

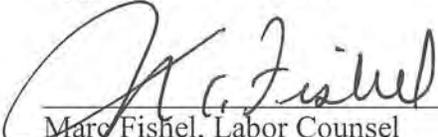

Tracy Rader, Staff Representative


Gail Leppert, Committee Chairman


Jim O'Neill, Police Chief


Susan Newman, Committee Member

Approved As to Content:


Marc Fishel, Labor Counsel

Approved as to Form Only:

Jed Hood, City Attorney

Appendix A

MEMORANDUM OF UNDERSTANDING (“MOU”)

ATTACH MOU SIGNED 8-6-2011
REGARDING LEAVE DONATION FOR DIVISION OF POLICE CIVILIAN PERSONNEL

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}
} Case No(s): 12-MED-09-0981
} (Dispatchers)
}
}
}
}
}

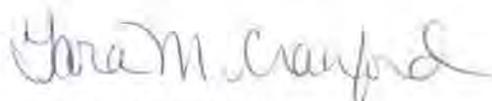
and,

CITY OF REYNOLDSBURG,
EMPLOYER.

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Marc Fishel
mfishel@downesfishel.com