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AGREEMENT

BETWEEN

THE CITY OF PICKERINGTON, OHIO

AND

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

DECEMBER 26, 2012 THROUGH DECEMBER 25, 2015

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ARTICLE 1
AGREEMENT

Section 1.1. Purpose. This Agreement which is entered into by and between the City of Pickerington, hereinafter referred to as the "Employer, " and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the "Lodge" is entered into to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the Employer and the Lodge governing the wages, hours, terms, and other conditions of employment for those employees (hereinafter referred to as "employees" or "members") included in the bargaining units as defined herein.

Section 1.2. Severability. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to law, or if by operation of law any provisions of this Agreement is invalidated, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the Employer and the Lodge will schedule a meeting at a mutually agreeable time, within thirty (30) days of either the Lodge's or the Employer's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

Section 1.3. Sanctity of Agreement. No changes in this Agreement shall be negotiated during its duration unless the Employer and the Lodge agree in writing to so amend the Agreement.

Section 1.4. Past Benefit or Practice. The Employer and the Lodge agree that, whenever possible, any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the Employer has notified the Lodge of such intention and provides an opportunity for the Lodge to provide input through discussion at a labor/management meeting. However, if the Employer makes a decision without notification that is a change in a past benefit or practice and the Lodge wishes to discuss the effects of that change, the Employer and the Lodge will meet at a labor/management meeting for this discussion and possible modification of this decision.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The Employer recognizes the Lodge as the exclusive representative of all members included in the bargaining units described in the State Employment Relations Board's orders of August 28, 1997 in Case 97-REP-07-0157 (below rank of Sergeant) and September 5, 1991 in Case No. 91-REP-04-0127 (Sergeants).

Section 2.2. Bargaining Units. There are two (2) bargaining units covered by this Agreement. The first unit includes all full-time sworn police officers below the rank of Sergeant. The second unit includes all full-time sworn police officers who are in the rank of Sergeant and above, excluding the Chief and Commanders. All current positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units.

If any rank of full-time sworn police officers is established between the current ranks of Sergeant and Commander, the rank to be established will be the rank of Lieutenant. The Employer and the Lodge agree that this rank shall be within the Sergeants' bargaining unit, subject to approval of the State Employment Relations Board, which the Employer and the Lodge will jointly request.

Section 2.3. Applicability. All provisions of this Agreement are applicable to members of both bargaining units, unless otherwise stated in this Agreement.

ARTICLE 3

LODGE RIGHTS AND REPRESENTATION

Section 3.1. Reasonable Access. The Employer shall grant reasonable access to non-employee representatives of the Lodge to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Such permission shall not be withheld unreasonably.

Section 3.2. Grievance Chairs. The Lodge shall designate no more than one (1) member of each Bargaining Unit to serve as Grievance Chair for its bargaining unit members. The Chair shall be recognized by the Employer. An alternate Grievance Chair shall be named to serve when the Grievance Chair is not available.

Section 3.3. Lodge Roster. The Lodge shall provide the Employer an official roster of its local officers, assigned Lodge Representatives, and Grievance Chairs, which is to be kept current at all times by the Lodge and shall include the following: (1) Name; (2) Jurisdictional area; (3) Lodge position held; and (4) Work address and phone number of non-employee representatives.

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

Section 3.4. Grievance Investigation. The writing and investigating of grievances shall be on non-work time, except where the member or Grievance Chairman has the permission of a supervisor to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the member's regular working hours.

Section 3.5. Lodge Representation. Rules governing the activity of Lodge representation are as follows:

- A. The Lodge agrees that no official of the Lodge, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Lodge further agrees not to conduct Lodge business during working hours, except to the extent specifically authorized herein.

- B. The Lodge representatives shall not enter any work areas of the Employer without obtaining permission from the designated representative of the Employer, and shall not conduct Lodge activities outside of the scope of the permission.

Section 3.6. Lodge Bulletin Board.

- A. The Employer agrees to provide the Lodge with a bulletin board, to be located outside the locker room, for the exclusive use of the Lodge.
- B. No defamatory, obscene, or politically partisan material shall be posted on the bulletin board. Material posted in violation of this Section may be removed by the Employer and the responsible party disciplined if appropriate.

Section 3.7. Lodge Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box in the break room for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Employer's review. Such use of a ballot box shall be limited to no more than four (4) times per calendar year.

Section 3.8. Intra-Departmental Mail and E-Mail. Lodge representatives shall be permitted to place a reasonable amount of Lodge mail in the individual Police Department mail receptacles of members. Such Lodge mail shall be limited to information related to Lodge business or collective bargaining representation, shall be the property of the members to whom it is addressed, and shall not be subject to review by the Employer. This section does not allow employees to use the mail receptacle for a general mailing address. Lodge representatives shall also be afforded access to the City's e-mail system to communicate with members relative to Lodge business or collective bargaining representation. No confidentiality attaches to the Lodge's use of the e-mail system.

Section 3.9. Lodge Training. With approval of the Chief, which approval shall not be unreasonably denied, the Grievance Chair, or alternate in each bargaining unit, shall be released from regular duties, for not more than forty (40) hours each calendar year (16 of these hours may be paid) to attend Lodge meetings and seminars, or to conduct other Lodge business which cannot be conducted during the member's normal working hours. Advance written notice must be provided to the Chief not less than seven (7) days in advance of the date requested for such release to begin. The notice shall contain the name of the member attending and the date(s) the member will be absent so the Employer may alter the work schedules to provide for adequate coverage while the member is released from duty.

ARTICLE 4
LODGE SECURITY

Section 4.1. Lodge Membership Dues. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the Employer shall deduct Lodge membership dues, in the amount certified by the Lodge to the Employer, the first pay period of each month from the pay of any Lodge member requesting same. The Employer shall deduct Lodge initiation fees and assessments, in the amount certified

by the Lodge to the Employer, the first pay period of each month in which such fees and assessments are due from the pay of any Lodge member requesting same. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate official. The Employer shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of Lodge members for whom such deductions were made. Nothing herein shall prohibit Lodge members covered by this Agreement from submitting dues, fees or assessments directly to the Lodge.

The Employer shall provide the Lodge with additional payroll deduction(s) for the purpose of the Lodge providing additional voluntary member benefits, provided the Employer's payroll accounting system possesses sufficient capacity and capability for such additional deduction(s).

Section 4.2. Indemnification. Except as set forth in Section 4.4, the Lodge shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this Article. Once dues are remitted to the Lodge, their disposition thereafter shall be its sole obligation and responsibility.

Section 4.3. Termination of Deduction. The Employer shall be relieved from making dues deductions when a member terminates his or her employment; transfers to a position outside of a bargaining unit covered by this Agreement; is laid off from work; is on unpaid leave of absence; for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Lodge dues; or revokes his or her dues authorization by written notice to the City and the Lodge.

Section 4.4. Claims. Neither the Lodge nor any member shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 4.5. Amount of Dues. The amount of dues, initiation fees, and assessments to be deducted shall be certified to the Employer, in writing, by the Lodge. Changes in rates of such deductions shall be effective on the next payday from which dues are customarily deducted for which the Employer has thirty (30) days notice of the change in deduction rates.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1. Employer Pledge. The Employer agrees not to interfere with the rights of members to become members of the Lodge; and the Employer shall not discriminate, interfere, or coerce any member because of Lodge membership or because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 5.2. Lodge Pledge. The Lodge agrees not to interfere with the rights of a member to refrain from or resign from membership in the Lodge; and the Lodge shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Lodge.

Section 5.3. Non-Discrimination. The Employer and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, national origin, religion, ancestry, application for or participation in workers' compensation program, veteran's status or military status, or disability, as provided by law.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 6.1. Definition. A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

Section 6.2. Who May File. A grievance may be brought by any member or by the Lodge. Where a group of members desire to file a grievance involving a situation affecting more than one member in a similar manner, one member selected by such group will process the grievance.

Section 6.3. Grievance Processing. All grievances must be processed at the proper step in the progression in order to be considered at the next step, unless mutually agreed to otherwise. Grievances filed by the Lodge shall begin at Step 3.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. If the Employer representative does not respond within the time set forth for a response, the grievance is deemed denied.

The grievant 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.

Section 6.4. Timely Filing. To be considered timely filed, a grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance occurs.

Section 6.5. Grievance Information. All written grievances must contain the following information to be considered:

- A. Name of grievant;
- B. Grievant's rank, if applicable;
- C. Date of incident giving rise to grievance;
- D. Date grievance is being filed in writing;

- E. Name of supervisor with whom grievance was discussed, and date of discussion, if applicable;
- F. Description of incident giving rise to the grievance;
- G. Articles and Sections of Agreement violated;
- H. Resolution requested.

The Lodge shall develop a grievance form which shall provide the information outlined in this Section. The Lodge shall have the responsibility for duplication, distribution and its own accounting of the grievance forms.

Section 6.6. Grievance Steps. It is the mutual desire of the Employer and the Lodge to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Lodge to resolve grievances at the earliest step possible. Whenever any time limit specified in this Article ends on a Saturday, Sunday or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday or legal holiday. In furtherance of this objective, the following procedure shall be followed:

Step 1: Supervisor. In order for a grievance to receive consideration under this procedure, the grievant must identify the grievance to his or her immediate Supervisor within the time limit specified in Section 6.4 on the grievance form specified in Section 6.5. The Supervisor shall investigate and provide an answer in writing directly to the grievant or a Lodge representative, if the grievant has requested Lodge representation, within fourteen (14) calendar days following the date on which the grievance was presented. A Sergeant or Lieutenant may only grant relief with the written concurrence of a Commander or the Chief.

Step 2: Commander. If the grievance is not resolved in Step 1, the grievant may, within seven (7) calendar days following the Step 1 reply, refer the grievance to the appropriate Commander. If the Commander hears the grievance at Step 1, the grievance shall be referred to Step 3. The appropriate Commander shall have fourteen (14) calendar days in which to schedule a meeting, if he or she deems necessary, with the grievant and Lodge representative, if the grievant has requested Lodge representation. If the grievant desires to meet with the Commander, he or she shall so state in his grievance and the request shall be considered by the Commander. The Commander shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 3: Chief. If the grievance is not resolved in Step 2, the grievant may, within seven (7) calendar days following the Step 2 reply, refer the grievance to the Chief. The Chief shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the grievant and Lodge representative, if the grievant has requested Lodge representation. The Chief shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 4: City Manager. If the grievance is not resolved in Step 3, the grievant may, within seven (7) calendar days following the Step 3 reply, refer the grievance to the City Manager. The City Manager shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the grievant and the Lodge representative, if the grievant has requested Lodge representation. The City Manager shall have the right to appoint a hearing officer to conduct a hearing concerning the subject matter of the grievance. The hearing officer may issue a report to the City Manager, but said report shall only be advisory. The City Manager shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Section 6.7. Release. A grievant and member acting as a Lodge Representative shall be released with pay to attend a meeting or hearing held pursuant to this Article during their normally scheduled work hours.

ARTICLE 7 **ARBITRATION**

Section 7.1. Lodge Notification. The Lodge has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the Step 4 answer, the Lodge shall notify the City Manager, in writing, of its intent to seek arbitration of the grievance.

Section 7.2. Selection of Arbitrator. At the time the Lodge notifies the City Manager of its intent to seek arbitration of the grievance but no later than fourteen (14) calendar days thereafter, the Lodge will request American Arbitration Association to submit a panel of seven (7) labor arbitrators from Ohio. An arbitrator will be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Each party shall have the option to completely reject the list of names and request another list only once.

Section 7.3. Conduct of Arbitration. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall expressly confine himself to the precise issues(s) submitted for arbitration and shall, absent mutual agreement of the Employer and the Lodge, have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline.

Section 7.4. 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 jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the

grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 7.5. Decision Finality. The decision of the arbitrator shall be final and binding on the grievant, the Lodge and the Employer, subject to the provisions of Chapter 2711 of the Ohio Revised Code.

Section 7.6. Costs. The cost for any rental of the hearing room shall be borne equally by the Employer and the Lodge. The expenses and fees of the arbitrator shall be borne equally by both the Employer and the Lodge. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both the Employer and the Lodge desire a reporter, or request a copy of any transcripts. Any member, including a member acting as a Lodge representative, whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7.7. Decision Time Frame. The arbitrator's decision will be in writing and shall be mailed to the designated representatives of the Lodge and the Employer within thirty (30) days from the date the record is closed.

ARTICLE 8

INTERNAL INVESTIGATIONS

Section 8.1. Scope. All internal investigations will be conducted in accordance with this Article and written policy established by the Employer not in conflict with this Article. The Employer agrees to meet with representatives of the Lodge to discuss any contemplated changes in the policy.

Section 8.2. Procedures.

- A. Reasonably in advance of an investigation interview, but not less than twenty-four (24) hours in advance, written notification stating the allegations made against an employee will be given to the member. The member will be provided a copy of any written allegations lodged against him or her. In addition, the member will be notified at that time whether the investigation is criminal or disciplinary in nature.
- B. Investigation interviews shall be scheduled so that the member has a reasonable opportunity, not less than twenty-four (24) hours, to obtain a Lodge representative who shall be permitted, at the request of the member, to be present during the investigation interview
- C. When, in the course of a supervisor's duties, he or she witnesses an act for which it would be reasonable to believe that disciplinary or criminal charges may result, the supervisor may conduct questioning regarding the act within that shift but the member will be allowed to wait at least one (1) hour for the arrival of a Lodge

representative. The member shall be informed of the member's rights under this Article.

- D. When anonymous allegations are made against member and no corroborative evidence is obtained after an inquiry or investigation, the allegations shall be classified as unfounded. The member shall be informed of the allegations and the outcome of the inquiry or investigation.
- E. All investigation interviews may be tape-recorded at the request of either party. Notification of the taping shall be made to the other party. The cost of such tape recording and transcript, if made, shall be borne by the party making the request. Reasonably in advance of the hearing specified in Section 11.3 of this Agreement, the affected member shall receive a copy of any tapes and transcripts produced from the member's investigation interview. The party having a tape transcribed must furnish a copy to other party at least twenty-four (24) hours prior to the hearing, if the party intends to use the transcript at the hearing.
- F. No member under investigation or called as a witness shall be charged with insubordination for failing to answer questions at an investigation interview unless the member is first advised that such failure may be the basis for such charge.
- G. Upon conclusion of the investigation, notification as to its status shall be provided to the member within thirty (30) calendar days and every thirty (30) calendar days thereafter until a disposition is made as to the complaint prompting the investigation.
- H. Polygraph examinations and psychological stress evaluations may be administered to a member as part of an investigation by order of the Chief. A member may be given such an examination or evaluation only if he or she is the focus of an investigation, suspected or admitted witness to an incident, or at the member's written request. Prior to giving a member such an examination or evaluation, the complainant shall be given such an examination or evaluation. If the complainant fails the examination or evaluation, the member will not be required to take such a polygraph examination or evaluation. Such examinations or evaluations shall be limited to the specific incident(s) of the investigation and shall not be used to determine misconduct outside the scope of the investigation.
- I. The requirements of this Article shall apply to members interviewed as witnesses in internal investigations.
- J. All interviews will be (1) on paid time at appropriate rate of pay; (2) held at a City-owned, leased, contracted or controlled facility or other location mutually agreed to; and (3) held at a time during or contiguous to the member's work shift.
- K. A member acting as a Lodge representative is entitled to compensation during the interview where the interview is conducted during the member's regular hours of employment.

Section 8.3. Application. It is understood by the parties that the minimum requirements specified in Section 8.2 do not extend to day-to-day communication which occurs between a supervisor and a member, including but not limited to, the following occurrences: performance evaluations; training; counseling sessions; work-related instructions; meetings; inquiries; or the furnishing of reports concerned with the initial investigation of an incident which does not involve the conduct of a internal investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he or she is subject to such an investigation interview, and the requirements of Section 8.2 shall apply.

ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1. Management Rights. To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which government operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take action to carry out the mission of the public employer as a government unit.

Section 9.2. Understanding. The Lodge recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified by any provision of the Agreement, and as permitted by law, shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 10 **PROBATIONARY PERIODS**

Section 10.1. Initial Probationary Period. Every newly hired member will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the member receives compensation from the Employer, provided that the employee has received a certificate of satisfactory completion of the basic Peace Officers' Training Course prior to employment, and has furnished the certificate to the Employer. The probationary period will begin after the member has furnished the Employer with a certificate of satisfactory completion of the basic Peace Officers' Training Course from the Executive Director of the Ohio Peace Officer Training Council, if such training has not been completed prior to employment. The probationary period shall continue for a period of twelve (12) months. A probationary member may be terminated at any time during their probationary period without resort to the grievance procedure. The member shall have the ability to utilize the Grievance Procedure for matters other than termination. The Employer may extend the member's probation up to an additional six (6) months to allow the member to address work deficiencies identified by the Employer.

Section 10.2. Promotional Probationary Period. A newly promoted member will be required to successfully complete a probationary period. The probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted member may be returned to his former position any time during his probationary period.

The Employer may extend the member's probation up to an additional three (3) months to allow the member to address work deficiencies identified by the Employer.

Section 10.3. Appointment. No person shall be appointed as a Police Officer prior to receiving certificate of satisfactory completion of the basic Peace Officers' Training Course from the Executive Director of the Ohio Peace Officer Training Council.

ARTICLE 11 **DISCIPLINE AND RECORDS**

Section 11.1. Just Cause. No member shall be reprimanded, suspended, reduced in pay or rank, or removed except for just cause.

Section 11.2. Progressive Discipline. Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Normally, progressive discipline will be used for

the same or similar offenses. However, if a member has three (3) or more documented disciplinary incidents, the Employer may take into account the nature of the violation, the member's record of discipline, and the member's record of performance and conduct, without being required to take into consideration whether the incident in question is the same or similar to the other documented disciplinary incidents. The progression will at least include an oral reprimand, a written reprimand, and suspension or reduction in pay for the same or related offenses prior to reduction in rank or removal.

The Employer shall have the right, at its option, to offer a member the right to forfeit accumulated vacation leave or compensatory time in lieu of a suspension without pay. If this option is offered by the Employer and accepted by the member, the forfeiture shall be equivalent to a suspension for progressive disciplinary purposes.

Section 11.3. Pre-Disciplinary Hearing. Whenever the Employer determines that a member may be suspended, reduced in pay or rank, or removed for disciplinary reasons, the Employer shall notify the member in writing of the charges against the member, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations and provide the member with the opportunity for a pre-disciplinary hearing. The City Manager may designate a hearing officer to conduct a pre-disciplinary hearing. The member shall be notified of the date and time of the hearing at least forty-eight (48) hours in advance. An employee who is charged, his or her Lodge representative or Lodge attorney, may make a request for a continuance. The request shall not be unreasonably denied.

The member shall have an opportunity to respond orally or in writing to the charges at the hearing, and may be accompanied by a Lodge representative or Lodge attorney during such response. The member's representative shall have the right to call witnesses and cross-examine witnesses.

Prior to the disposition of the pre-disciplinary hearing, the member may be placed on administrative leave with pay. The decision whether to place a member on administrative leave shall be made solely by the Employer.

Section 11.4. Hearing Attendance. If a pre-disciplinary hearing is held, a member acting as Lodge representative shall be compensated for the time spent at the hearing where the hearing is held during the member's regular hours of employment. The member who is the subject of the discipline shall not receive compensation if the hearing is held during non-work hours.

Section 11.5. Disciplinary Decision. Oral reprimands shall be subject to the grievance procedure set forth in this Agreement but shall not be subject to arbitration. The City Manager shall make any decision to suspend a member for more than three (3) days, reduce a member's pay or rank or remove a member. The City Manager may delegate to the Chief the authority to impose lesser discipline.

A member may appeal a disciplinary decision directly to arbitration procedure set forth in Article 7. Such appeal must be made, with the approval of the Lodge President, within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the City Manager or the

Chief. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the City Manager within this fourteen (14) calendar day period.

Section 11.6. Disciplinary Records. Progressive disciplinary records shall be maintained as follows:

- A. Oral reprimands may be retained for no more than twelve (12) months after the date of issuance. The record of an oral reprimand shall have no further force and effect and shall be removed from the file upon the written request of the member.
- B. Written reprimands may be retained for no more than twenty-four (24) months after the date of issuance, provided that no intervening discipline of the same or similar nature occurs within this twenty-four (24) month period, and the record of a written reprimand shall have no further force and effect, and be removed from the file upon the written request of the member.
- C. Suspensions and reductions in pay may be retained for no more than four (4) years after date of issuance provided that no intervening discipline of the same or similar nature occurs within this four (4) year period, and the record of a suspension or reduction in pay shall be removed from the file upon written request of the member. When removed from the file, it shall have no further force and effect. The Chief shall have the discretion to retain records of suspensions or reductions in pay in the member's file beyond the stated time limits for no more than an additional two (2) years if the Chief deems it appropriate due to the serious nature of the incident.
- D. Records of reduction in rank and removals shall be subject to permanent retention.
- E. Any discipline which is disaffirmed by an arbitrator shall be removed from a member's file and shall have no further force and effect.

Section 11.7. Counseling. The Department may use an incident review memorandum to document counseling sessions. Such a memorandum is not part of the disciplinary progression and is not a progressive disciplinary record nor a documented disciplinary incident. An incident review memorandum shall be removed from the file, upon the request of the member upon expiration of a twelve (12) month period.

Section 11.8. Access To Files. Every member shall be allowed to review and copy any of his or her personnel file at any reasonable time upon written request to the Chief . An employee may also authorize his or her Lodge Representative or Lodge attorney to review his or her personnel file.

A member shall be permitted to review an internal affairs investigation file. However, no document in an internal affairs file which is not available for inspection pursuant to Ohio Revised Code Section 149.43 shall be made available to the member.

Section 11.9. Challenge. Should a member have reason to believe there are improper or inappropriate documents in his or her personnel file, the member may notify the Chief, in writing, of the alleged improper or inappropriate information. If the City does not remove the alleged improper or inaccurate documents from the member's personnel file, the member shall have the right to submit a written statement detailing his or her objections to the materials in question, which statement shall be placed in the member's personnel file.

Section 11.10. Performance Evaluations. A member's signature on any performance evaluation shall be viewed only as a representation that the member has read it and shall not be viewed as a representation that the member concurs in any or all of the contents or comments therein. The member shall, receive a copy of the evaluation in its final form and nothing shall be added thereafter. The member shall be afforded the opportunity to make remarks germane to the evaluation on the form. The member will receive only one annual evaluation each calendar year.

Section 11.11. Member's Signature. No document which does not include as a part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the member's personnel file until the member is afforded an opportunity to sign the document and be provided with a copy. Anonymous material shall never be placed in the member's personnel file.

ARTICLE 12

LABOR/MANAGEMENT MEETINGS

Section 12.1. Scope. In the interest of sound labor/management relations, either the Employer or the Lodge may call for a labor relations meeting, but not more than once monthly. The City Manager and/or designee(s) shall meet with not more than two (2) representatives from the bargaining units and one (1) non-employee representative of the Lodge to discuss matters set forth in Section 12.2. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items.

Section 12.2. Agenda. An agenda will be furnished by the party requesting the meeting at least seventy-two (72) hours in advance of the scheduled meeting with a list of the matters to be taken up at the meetings. If the Lodge requests the meeting, the names of its representatives who will be in attendance will be provided to the Employer along with such list. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the Employer which affect members;
- C. Discuss grievances which have not been processed to arbitration;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;

- F. Consider and discuss health and safety matters relating to members;
- G. Give the Lodge representatives the opportunity to share the views of members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussions may prevent the necessity of filing a grievance or otherwise resolve an item in dispute.
- H. Consider recommendations for changes from the employer or Lodge in policies, operating procedures, rules and/or regulations.

Section 12.3. Special Meeting. It is further agreed that if a special labor/management meeting has been requested and mutually agreed upon, it shall be convened as soon as feasible.

Section 12.4. Responses. Written responses reasonably requested by the Employer or the Lodge during such meetings in regard to items discussed at the meetings, shall be furnished within ten (10) days after such meetings, unless the parties mutually agree to a time extension.

ARTICLE 13

LAYOFFS/JOB ABOLISHMENTS

Section 13.1. Layoffs/Job Abolishments. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the Lodge and the affected member (s) thirty (30) days in advance of the layoff or job abolishment. The Employer shall determine in which rank(s) layoff(s) will occur. Members will be laid off in an affected rank by reverse seniority beginning with the least senior member in the rank. A member may displace the least senior member in a lower rank not affected by the layoff. The Employer agrees to discuss with the Lodge the impact of a layoff or job abolishment on members prior to the Employer's notification to the affected member(s).

Section 13.2. Recall. When members are laid off, the Employer shall create a recall list. The Employer shall recall members from layoff as needed. The recall shall be according to seniority beginning with the most senior member and progressing to the least senior member. A member shall be eligible for recall for a period of one (1) year after the effective date of the layoff, which period shall be extended to two (2) years, if the laid off member retains his or her OPOTA certification.

Notice of recall from a layoff shall be sent to the member by certified mail with a copy to the Lodge. The mailing shall be to the last mailing address provided by the member. Members have an obligation to keep the Employer advised of their current mailing address.

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

A member who is recalled shall be reinstated at a current rate of pay to match the length of time the member was absent and all seniority, wages and benefits will be reinstated as if the member was in paid status while laid off.

ARTICLE 14

ASSIGNMENTS AND SENIORITY

Section 14.1. Filling of Patrol Assignments.

All patrol shift assignments (including non-rotating consecutive days off) shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. A member who does not make his or her shift selection within twenty-four (24) hours of notification of his or her turn to select shall forfeit his right to select by seniority. Once a member has completed his or her initial probationary period, he or she shall be eligible to participate in the annual bidding for patrol assignments. Patrol shift assignments shall be made on the basis of seniority with the member having the highest seniority being given the first choice of a patrol shift assignment. Seniority will be determined in accordance with the provisions of Sections 14.2 through 14.6 of this Agreement.

Should any patrol shift assignment vacancy occur during the year and prior to October 1, there shall be one interim bidding process for that opening resulting in one (1) schedule change for one (1) officer. The vacancy shall be posted for five (5) calendar days. The most senior member responding to the posting shall be given the assignment. Subsequent vacancies occurring from the initial interim bid shall be filled, at the discretion of the Chief, by assigning the least senior member. Prior approved leave and training conflicts impacted by the interim bid shall be decided in favor of the members that did not change schedules.

The patrol shift assignment for a member assigned as a K-9 Officer shall be made at the discretion of the Chief; however, such shift assignment shall have regular scheduled work hours on scheduled work days, but such work hours can be changed for K-9 related duties.

Section 14.2. Definition. Seniority shall be computed on the basis of total service as a sworn member with the Police Department. Total service is determined by dividing the total number of non-overtime hours worked by 2080 to determine the number of years of service.

The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of one year or less;

- E. A resignation lasting less than one year; however no seniority will accrue during the period between resignation and reinstatement.

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one year;
- D. Failure to return to work within fourteen calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation lasting more than one year.

Section 14.3. Application. "Seniority" as defined in Section 14.2 of this Agreement shall apply wherever the term "seniority" is used in this Agreement and, except as provided in Section 14.1 of this Agreement, seniority shall apply when all other factors considered by the Chief are relatively equal.

Section 14.4. Contrast. "Seniority" applies only where that specific term is used and shall not be confused with "years of service" used to calculate vacation entitlement, sick leave conversion entitlement, etc.

Section 14.5. Adjustment. "Seniority" shall be adjusted for all time on disciplinary suspension, which time shall be deducted from the member's seniority.

Section 14.6. Sergeants. "Seniority" for Sergeants shall be total service in the rank of Sergeant, for the purpose of Patrol shift selection as set forth in Section 14.1 of this Agreement.

ARTICLE 15 **WORK RULES**

Section 15.1. Communication of Work Rules. The Employer shall provide all members with a computer disk which will contain all existing work rules, policies, and regulations. If necessary, this disk shall be updated on an annual basis. Changes to existing work rules, policies and regulations shall be posted at least seventy-two (72) hours (except where impracticable) prior to implementation. This posting shall be initialed by all members.

The Employer shall also provide each member with a copy of any changes to existing work rules, policies and regulations prior to implementation. This copy may be provided in writing or by electronic means.

Section 15.2. Uniform Application. The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of members to whom such rules are directed. Any charge that a work rule has not been applied uniformly may be the subject of a grievance.

Section 15.3. No Limitation. Nothing contained in this Article shall be construed in any manner as a limitation on the Employer's rights to alter its work rules, policies or regulations.

ARTICLE 16
PROMOTIONS

Section 16.1. Order of Promotions. Promotions shall occur in the following order: Patrol Officer to Sergeant; and Sergeant to Lieutenant. All promotions for the rank of Sergeant shall be made from Patrol Officers eligible for promotional consideration. All promotions for the rank of Lieutenant shall be made from Sergeants eligible for promotional consideration.

Section 16.2. Notice and Eligibility.

A. Whenever the Employer determines that a permanent vacancy exists for the rank of Sergeant or Lieutenant, a notice of such vacancy shall be posted on the employees' bulletin board for fourteen (14) calendar days. During the posting period any eligible member wishing to apply shall do so by submitting a written application. The Employer shall not be obligated to consider any applications submitted after the posting period. Applicants who do not meet the minimum seniority or service qualifications for the job at the time the posting period is closed shall not be considered.

B. To be eligible for promotional consideration, applicants in the following ranks must have at least the following seniority in order to participate in the promotional examination process set forth in Section 16.3 of this Agreement:

RANK OF APPLICANT	RANK OF PROMOTION	NECESSARY SENIORITY
Patrol Officer	Sergeant	3 Years as Patrol Officer
Sergeant	Lieutenant	1 year as Sergeant

Section 16.3. Examination. All promotional vacancies for the ranks of Sergeant and Lieutenant shall be filled from eligibility lists established by job-related, objective and valid promotional examinations. Promotional examinations shall consist of two parts: written examination phase and a workshop phase, consisting of a work sample component and an Oral Board. The written examination phase shall be prepared and/or administered by an independent testing agency selected by the Employer. Only those applicants receiving a passing score on the examination shall be eligible for promotional consideration. The passing score on the examination shall be determined by the City Manager prior to the examination.

Section 16.4. Oral Board. The Employer shall select the Oral Board which shall be composed of four (4) sworn members from police agencies, of whom no more than one (1) may be a member of the Department. If applicants from outside the Department are considered for the rank of Commander, no Oral Board member may be from the applicant's Department. All Oral Board members must be of comparable or greater rank to the rank of the promotional vacancy.

Section 16.5. Work Sample. The Employer shall prepare the work sample component which shall be administered by the Oral Board.

Section 16.6. Scoring. Each applicant shall receive a final score for placement on eligibility lists, which score shall be based on:

- (1) The written examination phase, which phase shall constitute fifty percent (50%) of the final score; and
- (2) Workshop phase, which phase shall constitute fifty percent (50%) of the final score;

An applicant shall be shown his or her scores upon written request.

Section 16.7. Rule of Three. For the ranks of Sergeant and Lieutenant, the Employer shall have the right to promote any of the three (3) applicants with the highest final score on the eligibility list.

Section 16.8. Promotion to Commander. The City commits to the philosophy of promotion from within the Police Department. Therefore, only in extraordinary circumstances will the City hire an individual from outside the Department for the rank of Commander. The City shall ordinarily fill a vacancy in the rank of Commander through promotional competitive examination pursuant to the City Code of Personnel Policies, Practices, and Procedures in effect on April 1, 2010, and as may be amended, provided that any such amendment is not in conflict with the provisions of this Article.

ARTICLE 17

COMPENSATION/HOURS OF WORK

Section 17.1. Wage Rates. Members shall be paid in accordance with the following rates.

Effective December 24, 2012

Officer					
STEP	1	2	3	4*	5
Hourly	\$22.62	\$25.99	\$27.88	\$30.46	\$33.03
Bi-Weekly	\$1,809.60	\$2,079.20	\$2,230.40	\$2,436.80	\$2,642.40
Annually	\$47,049.60	\$54,059.20	\$57,990.40	\$63,356.80	\$68,702.40

Sergeant					
Hourly	\$38.00				
Bi-Weekly	\$3,040.00				
Annually	\$79,040.00				

Effective December 23, 2013

Officer					
STEP	1	2	3	4*	5
Hourly	\$23.07	\$26.51	\$28.44	\$31.07	\$33.69
Bi-Weekly	\$1,845.60	\$2,120.80	\$2,275.20	\$2,485.60	\$2,695.20
Annually	\$47,985.60	\$55,140.80	\$59,155.20	\$64,625.60	\$70,075.20

Sergeant					
Hourly	\$38.76				
Bi-Weekly	\$3,100.80				
Annually	\$80,620.80				

Effective December 22, 2014

Officer					
STEP	1	2	3	4*	5
Hourly	\$23.53	\$27.04	\$29.01	\$31.69	\$34.36
Bi-Weekly	\$1,882.40	\$2,163.20	\$2,320.80	\$2,535.20	\$2,748.80
Annually	\$48,942.40	\$56,243.20	\$60,340.80	\$65,915.20	\$71,468.80

Sergeant					
Hourly	\$39.54				
Bi-Weekly	\$3,163.20				
Annually	\$82,243.20				

*Step 4 applies only to hires after June 30, 2010.

Section 17.2. Steps. A member hired as a Patrol Officer shall be placed in Step 1 upon hiring. The member shall advance one step each year on the anniversary of his or her date of hire as a Patrol Officer, until the top step is reached.

The Employer shall have the authority to place a newly hired Patrol Officer in Step 2 based upon the newly hired member's qualifications and experience, as determined by the Employer. A member hired in Step 2 shall advance one step each year on the anniversary date of hire, until top step is reached.

Section 17.3. Full-Time Hours. The rates of pay set forth are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a bi-weekly pay period and two thousand eighty (2080) hours annually.

Section 17.4. Overtime. All hours worked in excess of eighty (80) hours per bi-weekly pay period shall be compensated at the rate of one and one-half (1½) times the member's regular hourly rate of pay. Regular hourly rate of pay includes straight time, shift differential, longevity, and pro-pay. No member shall be paid for overtime work which has not been authorized by a supervisor.

Vacation days, sick leave, holiday leave, and personal days shall be considered as hours worked for computing overtime. Hours worked on a holiday for which a member receives compensation at time and one-half (1½) shall be counted in computing eligibility for overtime. No other hours which are paid at time and one half (1½) shall be counted in computing eligibility for overtime, except as provided in this Section. No hours worked for an employer other than the City of Pickerington shall be counted in computing eligibility for overtime. At no time shall any of the hours described in this section be pyramided for computing overtime.

Section 17.5. Court Appearance Pay. A member will be paid for any required court appearances which occur during a member's off duty hours. A member who is required to appear in Court when otherwise off duty or on approved leave shall, if possible, call the Court to determine if the member's attendance is necessary. If as a result of the call the member is required to attend Court, the member shall be compensated as provided in this Section. Once the court appearance is completed, the member shall be released from duty.

If the member is not required to attend Court, he/she shall be compensated one (1) hour's pay, at the straight time rate, for calls made from the member's home to any court and two (2) hours pay, at the straight time rate, for calls made from Police Headquarters to a Court. Employees should make necessary phone calls in a manner to cause the member the least amount of inconvenience and the City the least amount of cost.

For court appearances, members will be paid a minimum of three (3) hours at one-and-one-half (1½) times the member's regular rate of pay for any court appearances.

Section 17.6. Call-in Pay. When a member is ordered to report to work at a time which is not contiguous to his or her regularly scheduled shift, the member shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the member's regular rate of pay.

When training is scheduled by the Division for any member or members and scheduled at Police Division Headquarters or other facility within the City or where a member's annual physical is scheduled under Section 29.3 of the Agreement, any member regularly working first or second shift, who is required to attend the training or undergo the annual physical, shall receive a minimum of two (2) hours of call-in pay when the training or physical is not scheduled during the member's regular work hours or contiguous thereto. Any member regularly working third shift who is required to attend the training or undergo the annual physical shall receive a minimum of three (3) hours of call-in pay when the training or physical is not scheduled during the member's regular work hours or contiguous thereto.

Section 17.7. Shift Differential. Shift differential shall be paid at the rate of \$1.10 per hour.

Shift differential shall apply to any hours worked outside first shift hours, except that where a member is placed in overtime status during first shift hours, shift differential shall apply. The first shift commences at 7:00 a.m. or 8:00 a.m., as determined by operational needs.

Shift differential shall only be paid for hours actually worked and for court appearance pay during the hours specified above but shall not be paid for use of leave such as sick leave, vacation leave, personal leave, or bereavement leave.

Section 17.8. Longevity Pay. All members shall be entitled to longevity pay after upon completion of five (5) years of full-time service. Effective December 17, 2007, longevity pay will be Six Hundred and Fifty Dollars (\$650). An additional Fifty Dollars (\$50) shall be paid for each year of full-time service in excess of five (5) years, up to a maximum of twenty-one (21) years. Payment shall be made on an annual basis on the member's anniversary date, payable after the member's fifth (5th) service anniversary and each service anniversary thereafter.

Section 17.9. Compensatory Time. In lieu of overtime pay as provided above, the Employer may grant a member compensatory time, at the member's request.

Compensatory time shall accrue at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked.

The maximum amount of compensatory time a member may accrue at any one time during a payroll year is forty (40) hours. Any overtime worked which would increase the member's accumulated compensatory time above this maximum bank shall be paid at the appropriate overtime rate. Compensatory time may not be carried forward from one payroll year to the next. Any compensatory time which a member has accumulated as of the end of any payroll year shall be paid to the member at the appropriate rate of pay in effect at end of the payroll year. This payment shall be paid with the wages earned during the last pay period of the payroll year.

Compensatory time off shall be granted, upon a member's request, where the use of compensatory time does not unduly disrupt departmental operations. The member must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Upon separation from employment, a member shall be paid for their accrued but unused compensatory time at his or her current regular hourly rate.

Section 17.10. Deviation Pay. Any deviation from a member's scheduled work hours on a scheduled work day will require the City to pay the member whose hours of work are changed at time and one-half (1-1/2) of the member's regular rate of pay for each hour of deviation, except as follows:

- A. Where the change is made at the member's request or with the member's consent;
- B. Where the change is made with at least six (6) days advance notice to the member;
- C. Where the change is a result of the member being assigned to restricted duty;
- D. Where a member is sent to a school conducted by an outside agency, and the school is of more than a 10-hour duration;
- E. Where a member is scheduled for department-wide training that requires a schedule change.

Deviation pay does not apply when a member's hours are deviated from by two (2) hours or less.

Section 17.11. Shift Trades. Members may trade shifts pursuant to the Employer's established policy; however, both ends of the trade must take place during the same bi-weekly pay period so long as the trade does not result in overtime pay to either or both members.

Section 17.12. Detective On-Call. Where a Detective is placed on call on a weekly basis, the Detective shall receive one (1) hour of compensatory time for being placed in on-call status.

Section 17.13. Pension Pick-up. The full amount of the statutorily required member contribution to the Ohio Police and Fire Pension Fund ("Fund") shall be withheld from the gross pay of members and shall be "picked-up" by the Employer and shall be in lieu of contributions to the Fund by each member. No member subject to this "pick-up" shall have the option of choosing to receive the statutorily required member contribution to the Fund instead of having it "picked-up" by the Employer or of being excluded from the "pick-up". The parties agree that the Employer will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the Employer.

Section 17.14. Pro Pay. An hourly pay supplement shall be paid to members who were employed as of January 1, 1998 and have received degrees in the following (or related or comparable) fields of study:

- A. Police Administration
- B. Police Service
- C. Corrections
- D. Law Enforcement
- E. Public Administration
- F. Sociology
- G. Psychology
- H. Political Science
- I. Criminology

This pay supplement shall be as follows:

DEGREE	HOURLY PAY SUPPLEMENT
ASSOCIATE'S DEGREE	.144
BACHELOR'S DEGREE	.288
GRADUATE OR POST-GRADUATE DEGREE	.432

Section 17.15. FTO Pay Supplement. Any Patrol Officer who is assigned as a field training patrol officer shall receive an additional two dollars (\$2.00) per hour when so assigned.

ARTICLE 18 **INSURANCE**

Section 18.1. Insurance Coverage and Member Premium. The Employer will provide comprehensive hospitalization, surgical, medical, physicians' services coverage, prescription drug coverage, vision care plan, and dental coverage in the same manner it provides insurance to non-bargaining, non-administrative City employees. Members shall pay the following monthly contribution for such coverage during the listed payroll year:

- Effective in payroll year 2013, 12% of the premium paid by the Employer.
- Effective in payroll year 2014, 13% of the premium paid by the Employer.
- Effective in payroll year 2015, 13% of the premium paid by the Employer.

If the City chooses to offer incentives to members not to be covered through the City's health care plan because they have coverage elsewhere, then the members shall be awarded the same opportunity for such incentives. Further, representatives from the bargaining units will have input and participate in the City's Insurance Review Committee. Bargaining unit employees will pay the same contribution toward the monthly premiums as non-bargaining, non-administrative City

employees pay, except not greater than outlined above. The City also agrees to fund the Health Savings Account (HSA) at not less than 75% of the deductible, or the funding as non-union employees, whichever is greater.

Section 18.2. Life Insurance. The Employer will maintain life insurance for each member in the amount of the member's current annual wage rate, or one hundred thousand dollars (\$100,000), whichever is higher, with the Employer paying all premiums. The amount of life insurance coverage shall be doubled for member killed in the line of duty.

ARTICLE 19 **WORKING OUT OF RANK**

Section 19.1. Working Out of Rank. A member assigned by the Chief or designee to accept responsibilities and carry out the duties of a rank above that which he or she normally holds, shall be paid at the rate of the higher rank provided that the employee performs the duties of the higher rank for more than eight (8) consecutive work hours. The pay shall be retroactive to the first hour of the assignment.

ARTICLE 20 **UNIFORMS AND EQUIPMENT**

Section 20.1. Uniformed Assignments. The Employer shall provide all new members with all equipment and clothing (initial issue) which is required by the Employer for uniformed assignments. Detectives shall be provided with a clothing allowance on a semi-annual basis. During the first pay period of the year and the first pay period in the month of July, Detectives will receive a uniform maintenance allowance equal to one-half (½) of the annual uniform allowance allocated for the Detective during that year; provided that upon initial appointment as a Detective, the member shall receive the total yearly allowance immediately to enable him or her to adequately secure necessary clothing for the position.

The clothing allowance shall be \$1,000.00 per year.

Section 20.2. Detective Termination of Employment. Detectives who terminate employment during the year, shall have their semi-annual uniform maintenance allowance pro-rated at one-sixth (1/6) of the entitled amount.

Detectives terminating service shall provide receipts for the expenditures of authorized uniforms and/or equipment made during the previous allotment. All unaccounted funds shall be deducted from the Detective's final pay.

Section 20.3. Dry Cleaning. The Employer, at its expense, shall provide for the dry cleaning of uniforms in a manner prescribed by the Employer. The cost of dry cleaning shall not be deducted from the uniform allowance. Dry cleaning service does not include alterations.

Section 20.4. Repair/Replacement. The Employer shall repair or replace all required equipment items required by the Employer which are excessively worn or rendered inoperable not due to negligence on the part of the member. Members are responsible for the repair or replacement of excessively worn, lost, damaged, or inoperable equipment which is due to negligence on the part of the member.

Section 20.5. Return/Reimbursement. A member must return all uniforms and equipment issued by the Employer or when he or she terminates his or her employment, except that a member who voluntarily resigns his or her employment within one (1) year of initial hire shall not return his or her initial issue pants, shirts, body armor, and shoes, but shall reimburse the Employer for the cost of these items. A member shall not receive his or her final paycheck until such time as all uniforms and equipment issued to the member have been returned or reimbursement made.

Section 20.6. Initial Issue. The Employer shall provide members and the Lodge with a list of all items constituting initial issue. The list shall be kept current.

Section 20.7. Body Armor. Body armor will be supplied to the members during initial issuance. As needed, but not less than once every five (5) years, a member, upon request, shall be entitled to new body armor.

Section 20.8. New Items. If the Employer changes any items constituting initial issue and requires current members to wear or use the new items, the Employer shall furnish the newly required item(s) to the members required to wear or use such items. The Employer has the sole discretion to determine the specifications of uniforms and equipment.

ARTICLE 21 **TUITION REIMBURSEMENT**

Section 21.1. Training Program Evaluation. The City shall periodically examine current and proposed training programs in order to ensure the program's relevance to both the individual member and organizational training needs.

Section 21.2. On-the-Job Training (OJT). On-the-job training prepares a member to effectively perform the responsibilities required of his or her position. It allows the member to learn his or her job duties, correct procedures and expected performance levels, under the immediate direction of an experienced worker. The conduct of such training is the responsibility of supervisors under the direction of the City Manager, or designee.

Section 21.3. Job-Related Training Programs. Members may be required to attend job-related training programs, courses, workshops, classes, seminars, etc. If such training is required and approved by the City Manager, or designee, the expense incurred shall be paid by the City.

Section 21.4. Seminars and Training Programs. The City Manager, or designee, may grant leave with pay for members to attend seminars and training courses to further the member's

abilities to perform his/her duties. Applications for such training leave shall be made through the Chief to the City Manager.

Section 21.5. College Tuition Reimbursement. The City may provide for tuition reimbursement for full-time members based upon the following criteria:

- A. The member has successfully completed his or her new probationary period;
- B. Classes must be taken as part of a degree-seeking program at an accredited institution of higher education;
- C. Budgetary appropriations have been approved; and the Chief has granted approval for the course of study prior to the member taking any classes.
- D. The degree being sought is required for a position within the City organizational structure. Any advanced degree must be directly related to the member's current position.
- E. Registration fees and textbooks for Distant Learning Programs or Internet Programs for degrees from accredited institutions of higher learning will qualify for reimbursement. Any software or hardware expenses where the student makes such a purchase for any classes, those on campus or through an off-campus program, will not be counted towards costs eligible for reimbursement.

Upon meeting these requirements, receiving a passing grade of a "B" or better, and providing documentation for grades, all registration fees, and text books, the member may be reimbursed up to \$3,000 per calendar year. No reimbursements will be made for travel, meals, and parking. All reimbursements will be consistent with all IRS regulations in effect at the time of the reimbursements for reporting a member's gross income on the W-2 form.

- F. Should an member voluntarily resign employment within three (3) years of receipt of any tuition reimbursement under Section 21.5, the member shall reimburse the City the proportionate amount of tuition reimbursement he or she received within the three (3) year period prior to separation from service. Such reimbursement may be deducted by the City from any terminal leave pay due to the member.

Less than one (1) yearreimburse 66%
More than one (1), but less than three (3) yearsreimburse 33%
More than three (3) yearsreimburse 0%

The above time period begins on the first day of class.

ARTICLE 22
VACATION

Section 22.1. Vacation Accrual. Effective with payroll year 2013, the following shall be the vacation accrual rates for members:

AFTER COMPLETED YEARS OF SERVICE	HOURS OF ANNUAL ACCRUED VACATION	MAXIMUM ACCUMULATION HOURS
0 (at hire)	80	80
2	104	144
4	112	152
6	120	160
8	128	168
10	136	176
11	144	184
12	152	192
13	160	200
14	168	208
16	176	216
18	184	224
20	192	232

Section 22.2. Annual and Casual Leave Scheduling. For purposes of annual leave (except compensatory time) scheduling, leave requests which are submitted by members between January 1 and January 31 shall be approved by February 15, based upon seniority with the member having the highest seniority being given the first choice of leave scheduling. The Division shall post and maintain a master leave schedule listing all approved annual and casual leave. Casual leave (except compensatory time) shall be approved on a first come basis, without preference to rank or seniority. All casual leave requests must be approved or denied within seven (7) days of a member's submission to his or her supervisor. No casual leave request shall be unreasonably denied.

Section 22.3. Method of Accrual. Vacation leave shall accrue bi-weekly by dividing the total "Hours of Accrued Vacation" by the number of pay periods in the payroll year.

Section 22.4. Vacation Pay Out. Should a member not be able to schedule his or her vacation leave prior to the end of the payroll year, the hours unused above the applicable maximum accrual rate will automatically be converted into paid compensation at the rate of the pay in effect in the pay period immediately preceding the end of the payroll year, and will be included in the first paycheck immediately following the end of the payroll year.

Section 22.5. Vacation Rules. The following rules shall govern the use of vacation:

- A. A member who is separated from City service through removal, reassignment, retirement or a layoff and who has unused vacation leave to his or her credit, shall be paid in a lump sum for such unused vacation leave to his or her credit at the time of separation.
- B. Upon the death of a member, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased. The leave shall be paid out at the member's current rate of pay at the time of death.
- C. All vacation hours shall be paid in full pay at the applicable straight time rates.
- D. Members on vacation leave may be recalled to duty for extraordinary situations as determined by the Employer; however, if a member is ordered to work while on approved vacation leave he or she shall be paid at one and one-half (1½) times his or her regular rate of pay for all hours worked. The period of time the member is called back to work will not be deducted from his vacation time.
- E. Vacation time shall be taken in increments of at least one (1) hour, unless otherwise approved by the Chief.
- F. Vacation credit shall not be earned while a member is in non-pay status (unpaid leave of absence, disciplinary suspension, etc.).

ARTICLE 23
HOLIDAYS/PERSONAL DAYS

Section 23.1. Holidays. The following shall be considered legal holidays for members:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
Presidents' Day, Third Monday in February
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, first Monday in September
Columbus Day, second Monday in October
Thanksgiving Day, fourth Thursday in November

Day after Thanksgiving Day
Christmas Day, December 25th

Section 23.2. Holiday Pay. For each holiday listed above, members who work their regularly assigned shift on the holiday shall receive holiday pay at the rate of time and one half the member's regular time hourly rate for regular shift hours and at the rate of two and one-half (2 ½) times the member's regular hourly rate for overtime hours. Holiday pay will be included in the paycheck covering the time period in which the holiday occurred.

Section 23.3. Holiday Leave. For each holiday listed in Section 23.1, a member shall receive eight (8) hours of holiday leave, as such holiday occurs.

A member may request paid time off, utilizing holiday leave, on the holiday or any day thereafter, and this holiday leave shall be paid at the member's hourly rate on the day of such holiday. The Employer may require that a member who is regularly scheduled to work the holiday takes the holiday off using holiday leave. Should a member not utilize all holiday leave as paid time off, she/he shall be paid for all such unused leave, at the member's hourly rate on the day of such holiday. The holiday leave payment shall occur with the first pay of December each payroll year.

Section 23.4. Personal Days. Personal days are also known as floater days. Accrual of personal days shall be pursuant to Section 29.8 of this Agreement, except that newly-hired members shall receive three (3) personal days six (6) months after hire. Personal days may not be carried over from payroll year to payroll year and may not be converted to cash. Personal days shall be scheduled at the member's discretion with the approval of the Chief, or designee. The granting of personal day requests shall be subject to the scheduling needs of the Employer. Personal days may be taken in increments of at least one (1) hour.

Section 23.5. Emergency Day. Notwithstanding the provisions for approval and use of personal days set forth in Section 23.4, a member may notify the Division no later than one (1) hour before the start of his or shift that the member will use one (1) of his or her personal days as an emergency day. Such use is not subject to approval of the Chief or designee. The member is not required to provide any reason for such use. No more than one (1) personal day may be used as an emergency day in a calendar year. An emergency day must be used in an eight (8) hour increment.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Sick Leave Accrual. Each member will receive four and six tenths (4.6) hours of sick leave per bi-weekly pay period in 2013. In 2014, each member will accrue 4.3 hours of sick leave per bi-weekly pay period. In 2015, each member will accrue 4 hours of sick leave per bi-weekly pay period. There will be no maximum accumulation on sick leave. Sick leave shall be taken in increments of at least one (1) hour.

Section 24.2. Use. A member may request sick leave for absences resulting from:

- A. Illness or injury of the member;
- B. Exposure of the member to a contagious disease which would have the potential of jeopardizing the health of other City employees or of the public;
- C. Necessary medical, dental, psychological, or optical examination by a licensed practitioner, when such examination cannot be scheduled during non-work hours;
- D. Inability to work due to pregnancy, childbirth and related medical conditions;
- E. Illness, injury or pregnancy-related conditions of the member's immediate family where the member's presence is reasonably necessary for the health and welfare of the member or affected family member. For purposes of this paragraph, "immediate family" shall include the spouse, dependent children and parents. For purposes of this paragraph, upon request, a member shall be granted ten (10) days of sick leave (80 hours) to care for a spouse who gives birth to a child; the granting of this leave does not require a member to furnish proof under Section 24.3.

Section 24.3. Proof. The Employer maintains the right to investigate any member's absence. Members may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the member as required by the Chief or designee.

A physician's statement may only be required under the following circumstances:

- 1. If a member is absent for more than three (3) consecutive days;
- 2. If a member is absent from work on more than four (4) occasions during a twelve-month period. Intermittent periods of sick leave for the same illness or injury, certified to by a physician, shall be counted as one occasion of absenteeism if they occur within a period of thirty (30) days.
- 3. Where there is a reasonable suspicion of sick leave abuse.

Section 24.4. Notification To Employer. Any member requesting sick leave must notify the Employer in the manner prescribed by the Employer. The member must give the reason for the sick leave request and location of convalescence, if different than the home address. If the member is not at the location given, he or she shall provide a valid reason for his failure to be at the given location. Failure to provide the location, or absence from the stated location without a valid reason, may result in disciplinary action.

Section 24.5. Ineligibility. No member will be eligible for sick leave if he or she performs work for another employer within twenty-four (24) hours after the end of a shift for which the member reported off as sick.

Section 24.6. Sick Leave Exclusion. Beginning with the seventh time and each time thereafter a member is granted sick leave under Section 24.2 in any calendar year, the first three (3) work days of each such leave shall be granted without pay, except

- (A) Where the use of sick leave is substituted for FMLA leave under Section 28.8(A) of this Agreement;
- (B) Where the use of sick leave is for bereavement purposes under Article 25 of this Agreement; or
- (C) Where the Chief approves the member's request to change the absence to other paid leave.

Use of sick leave for the same illness or injury, when certified by a physician and when such usage is approved by the Chief, shall be counted as one (1) absence for the purpose of this Section if the use of sick leave occurs during a period of thirty (30) calendar days from the time the member returns to work.

For good cause, the Chief may waive any restrictions upon sick leave use contained in this Section.

Section 24.7. Payment Upon Death. Upon on the death of a member, all unused sick leave to his or her credit shall be paid in a lump sum to his surviving spouse, or, secondarily, to his or her estate, hour for hour at the straight time rate of pay at the time of the member's death.

Section 24.8. Retirement Pay Out. Employees hired prior to January 1, 2013 who work for ten (10) or more consecutive years with the City of Pickerington shall, upon retirement from employment with the City, be compensated for one half (1/2) of their unused City of Pickerington sick leave accrual. This payout calculation will result in no more than six hundred (600) hours of total pay. The pay rate per hour shall be the employee's final hourly pay rate. "Retirement" shall mean service or disability retirement, pursuant to a State of Ohio retirement plan.

Employees hired on or after January 1, 2013 who work for ten (10) or more consecutive years with the City of Pickerington shall, upon retirement from employment with the City, be compensated for one-quarter (1/4) of their unused City of Pickerington sick leave accrual. This payout calculation will result in no more than three hundred (300) hours of total pay. The pay rate per hour shall be the employee's final hourly pay rate. "Retirement" shall mean service or disability retirement, pursuant to a State of Ohio retirement plan.

Section 24.9. Annual Sick Leave Pay Out Option.

- A. After 600 hours have been accumulated (excluding transferred-in sick leave from another Ohio political subdivision), a member shall be eligible to “sell back” their unused annual accrual of sick leave at one-third (1/3) of their current hourly straight-time rate, retaining not less than 560 hours accumulation.
- B. Members who use sixteen (16) or fewer hours of sick leave in the preceding twelve (12) months shall accrue one (1) additional vacation day.
- C. Members who expect to retire in three (3) years or less may “sell back” accrued sick leave hours over 360 hours at one-fourth (1/4) their current straight- time hourly rate. Transferred-in sick leave shall not be eligible for this “sell-back”.

Section 24.10 Fitness For Duty. The Employer may require a member to take an examination conducted by a licensed physician or psychologist to determine the physical or mental capacity to perform the duties of the member's position. If found not qualified, the member may be placed on sick leave, leave without pay, or family medical leave. The cost of any such examination shall be paid by the Employer. The licensed practitioner will send the results of the examination to the Employer and the member.

ARTICLE 25
BEREAVEMENT LEAVE

Section 25.1. Bereavement Leave. In the event of the death of a member’s mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current stepchildren, current daughter-in-law, current son-in-law, current stepmother, current stepfather, current stepbrother, current stepsister, grandmother, grandfather, grandchildren, great grandmother, great grandfather, legal guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis, the member shall be granted three (3) working days off with regular pay to attend the funeral or to attend to any other necessary business. A maximum of two (2) additional days may be approved by the Chief on a case-by-case basis. These additional days shall be deducted from sick leave unless the member does not have sufficient accumulated sick leave, in which case the days shall be deducted from other accumulated leave.

ARTICLE 26
INJURY LEAVE

Section 26.1. Injury Leave. All members who are unable to perform the duties assigned them due to injury or disease directly attributable to their employment and while in the line of duty shall, without loss of sick leave, be allowed injury leave up to 1040 hours with regular rate of pay for each service connected injury. The authorization of the injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted. Injury leave may be extended up to another 1040 hours by the City Council upon such terms as the Council, in its sole discretion, may establish. If the Employer denies a request for injury leave, the member may file a grievance.

Section 26.2. Physician Determination. Injury leave may be granted to a member only for injuries determined by a licensed physician. The Employer retains the right to review medical records of the employee and further, the employee may be required to submit to a medical examination by a physician retained by the Employer for the purpose of establishing the validity of the claim for injury leave.

Section 26.3. Coordination With Workers' Compensation. A member must file and process a claim with the Ohio Bureau of Workers' Compensation in order to be eligible for injury leave. Injury leave with pay shall not be granted until an agreement is signed by the member whereby the member agrees to reimburse the Employer for any wage or salary benefits received by the member from the Ohio Bureau of Workers' Compensation for the time period for which injury leave is awarded. If the Ohio Bureau of Workers' Compensation changes their policy and/or procedures for injury leave during the term of this agreement, the Employer and the Union agree to meet and discuss such changes and methods of payment.

Section 26.4. Application. Application for injury leave must be made in writing to the City Manager through the Chief , on a form prescribed by the Employer. In the event the member is unable to file the application, the Lodge may do so on the member's behalf.

Section 26.5. Workers' Compensation Denial. If the Ohio Bureau of Workers' Compensation denies the member's application, the Employer may still grant injury leave to a member if the Employer determines that the injury or disease was sustained or contracted directly attributable to the member's employment and while in the line of duty.

Section 26.6. Safety Devices. If the member is found to be in violation of any federal, state, or city law, or any city work rule or regulation applicable to wearing or using proper safety devices provided by the Employer, the member shall not be granted injury leave. The Employer agrees to process a valid claim by a member for workers' compensation as a top priority item.

ARTICLE 27
MILITARY LEAVE/JURY DUTY

Section 27.1. Annual Leave.

Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty.

Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders defining the length of the required military leave.

Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniform services as defined in section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred and seventy-six (176) hours within one (1) calendar year.

A member qualifying for annual military leave who is called or ordered to active service for longer than the above period(s) shall be paid for the remaining time beyond the first 178 hours, at regular pay less whatever military pay the member receives for such service. If the member's military pay exceeds the member's regular pay from the Employer, the member is not entitled to any compensation from the Employer.

Section 27.2. Active Military Duty. Employees who are members of those components listed above and who are called or ordered to military service for longer than one hundred and seventy-six (176) hours for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month.

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Within ninety (90) days after discharge from Military active duty, the member may be reinstated to his/her former position or a position at a similar level, without loss of seniority. The member shall promptly inform the Police Chief of his/her willingness to return to work, provide proof of honorable discharge, be mentally fit to return to work, and pass a re-employment physical paid for by the Employer.

Section 27.3. Jury Duty and Witness. The Employer shall grant full pay where a member is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation for such duty must be reimbursed to the Employer, unless such duty is performed totally outside of a member's normal working hours. A member shall not receive pay when the member appearing in court for criminal or civil cases when the case is being heard in connection with the member's personal matters, such, as traffic court, divorce proceedings,

custody, appearing as directed with juvenile, etc. These absences are considered leave without pay or vacation time, at the discretion of the member. A member shall request prior approval for court leave in order for such leave to be granted.

ARTICLE 28
FAMILY LEAVE

Section 28.1. FMLA Leave Eligibility. Members who have worked for the City for at least twelve (12) months, and who have worked for at least 1250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

- 1) For birth of a child, and to care for the newborn child;
- 2) For the placement of a child for purposes of adoption or foster care with the member;
- 3) The care of a spouse, child or parent ("covered family member") with a serious health condition where the member's presence is necessary for such care; and
- 4) A serious health condition affecting the member to the extent that the member is unable to perform the functions of his/her position.
- 5) Any qualifying exigency of when the spouse or a son, daughter, or parent of the member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. This leave is only available to family members of a military member in the National Guard or Reserves.

Section 28.2. Applicability of City Code Provisions. The provisions of Section 5.15 of the City's Code of Personnel Practices and Procedures, as dated February 15, 2013 shall apply to members seeking or using FMLA leave, except as these provisions are superseded by provisions of this Agreement. Should the City propose to modify the provisions of Section 5.15, as applicable to members, it shall provide the Lodge with the opportunity to discuss any such proposal. No modification of Section 5.15 applicable to members shall be made without the Lodge's agreement.

Section 28.3. Return From Leave. Upon return from FMLA leave, the member shall be returned to the same position (subject to any normal shift change) held prior to the leave, unless the member otherwise would have been terminated or laid off during the leave, or unless the member fails to provide certification of fitness for return to duty as required by Section 28.7.

Section 28.4. Insurance Benefits. During any FMLA leave, the City shall maintain all insurance benefits to which a member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the member prior to FMLA leave shall continue to be paid by the member during the FMLA leave period. If the FMLA leave is substituted paid leave, the member's share of health premiums shall be made by payroll deduction. If the member is in

unpaid status and fails to timely make required health care premium payments, the City shall pay the member's share of the member's health care premium payment; such payments of the member's share may be recovered by deduction from future paychecks and by withholding from severance or any other payment otherwise due at the time of employee termination. Further, as provided by law, the City may recover its share of health plan premiums from the member if the member fails to return from leave, unless this failure to return is due to the member's own serious health condition or other circumstances beyond his/her control.

Section 28.5. Seniority. During an FMLA leave, a member shall continue to accrue seniority and continuous service, during paid and unpaid status.

Section 28.6. Substitution of Leave.

- A) Accrued sick leave must be substituted for any unpaid FMLA leave provided the use of sick leave qualifies under Article 24, Sick Leave.
- B) The member has the option of substituting accrued but unused sick leave, vacation and/or compensatory time for any otherwise FMLA unpaid leave.

Section 28.7. Return to Work. A member who takes FMLA leave because of the member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the member is fit to return to work. The City may seek fitness-to-duty certification only with regard to the particular health condition that caused the member's need for the FMLA leave. If a member fails to provide such a fitness-to-work certification to return to work, the City may deny restoration to work until the member submits the certification.

ARTICLE 29
HEALTH AND PHYSICAL FITNESS

Section 29.1. Purpose. The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and well being of all members. Therefore, a fitness program has been developed that encourages acceptable levels of physical fitness.

Participation in the program is mandatory for all members under the age of 48 years. Members 48 years old or older are exempt from testing; however they may participate in the testing to receive incentives. The goal of the program is to promote good health and fitness, reduce health care costs, minimize illness and injury, and to provide incentives for members to make good choices regarding lifestyle habits.

Section 29.2. Program Modifications. The City agrees to consult with the Lodge regarding any changes or modifications in the program prior to implementation. Changes or modifications shall not be made to the program unless mutually agreed upon between the City and the Lodge.

Section 29.3. Physical Examinations. Every year, each member will be provided at no cost to the member a physical examination by a licensed physician selected by the City. These examinations will include, but not be limited to, blood work up, urine analysis, hearing and vision tests and an EKG. A stress test may be included where indicated. The following provisions apply to physical examinations:

- (A) Physical examinations will be scheduled with at least seven (7) days notice to the member.
- (B) The scheduling of examinations will be done by the Chief's designee. Examinations shall either be scheduled on a member's duty time or the member will receive appropriate overtime compensation, where applicable, for attending the examination. A member must attend the scheduled examination unless excused by a supervisor.
- (C) Examinations shall not interfere with a member's previously approved vacations or requested days off.

After completion of the physical examination, the physician must provide written approval to the City for the member to participate in the fitness program testing. Without physician approval, a member will not be permitted to participate in the fitness program testing.

Section 29.4. Fitness Program Testing. Fitness program testing shall be administered by the Chief or designee.

The testing will include the following phases: (1) body composition evaluation; (2) agility and endurance; (3) muscular fitness; and (4) flexibility.

The following provisions apply to the scheduling of fitness program testing:

- (A) Testing will be scheduled with at least thirty (30) days notice to members.
- (B) The scheduling of the testing will be done by the Chief's designee. Testing will be conducted initially during the month of June, and one retest will be provided not less than ninety (90) days after the initial test. Retests will be mandatory for members not meeting the minimum requirements. Testing shall either be scheduled on a member's duty time or the member will receive appropriate overtime compensation, where applicable, to participate in the testing. A member must participate in the testing unless excused by a supervisor or unless subject to medical deferment.
- (C) Testing shall not interfere with a member's previously approved vacations or requested days off.

Section 29.5. Medical Deferrals. When a member is scheduled for testing and believes there are medical reasons to defer the testing, the member shall notify his or her supervisor and submit documentation from his or her personal physician to the City. The documentation shall cite the

reason for deferral, those phases of the testing which the member is physically or medically unable to perform, and the estimated time for recovery.

Should the physician conducting the annual physical examination determine that the member is unable to participate in the testing, such determination shall be considered a medical deferral.

Medical deferrals over ninety (90) days will require an evaluation by a physician selected by and paid for by the City, with a report of the evaluation being forwarded to the City.

A member who has received a medical deferral shall not be subject to being disciplined or penalized by the City in any way, but may be required to accept a temporary change in assignment if indicated because of the medical deferral. However, feigning illness to avoid testing will result in disciplinary action.

Section 29.6. Testing Evaluation Phases. The following four (4) phases shall comprise the fitness program testing:

(A) Body Composition Evaluation

Body composition refers to the relevant percentages of body weight comprised of fat and fat-free body tissues.

Methods for determining body composition will be determined by the Chief or designee. Methods can include but are not limited to hydrostatic weighing, anthropometrics, and bioelectrical impedance. Similar methods and techniques will be used when determining compliance.

Classification of results will be done using table 6-1 body composition for men or table 6-2 body composition for women, published in the American College of Sports Medicine's *Guidelines for Exercise Testing and Prescription, 5th Edition or most current edition.*

Body composition results will not be used in determining overall level of requirements, or receipt of incentives described in this Article.

(B) Agility and Endurance

Agility and endurance is defined as the ability to perform large muscle, dynamic, moderate-to-high intensity exercise for prolonged periods. Performance of such exercise depends on the functional state of the respiratory, cardiovascular, and skeletal muscle systems. Agility and endurance is considered health related because (a) low levels of fitness have been associated with markedly increased risk of premature death from all causes and specifically from cardiovascular disease, and (b) high fitness is associated with higher levels of habitual physical activity, which is, in turn, associated with many health benefits.

The primary method for determining agility and endurance will be by each member participating in a multi-phase testing event which will include:

- (1) A 440 yard run;
- (2) Successfully traverse a real or simulated fence not more than four (4) feet tall;
- (3) Successfully push a standard issue, Pickerington Police Department patrol vehicle, the Distance of thirty (30) feet;
- (4) Successfully drag a simulated human body, not weighing more than 150 pounds, a Distance of thirty (30) feet;
- (5) Complete a shuttle run by negotiating a series of four (4) cones a distance of thirty (30) Feet out and thirty (30) feet back.

Classification of results will be done according to completing all six (6) phases of the event in order within the following time limits:

MINIMUM	2:25 to 3:00 minutes
RECOMMENDED	2:00 to 2:24 minutes
SUPERIOR	Less than 2:00 minutes

(C) Muscular Fitness

The term “muscular fitness” has been used to describe the integrated status of muscular strength and muscular endurance. If properly conducted, programs for the development of muscular fitness can help maintain or improve posture and prevent or reduce muscular low back pain.

The test for muscular fitness will be bench press.

Classification of results will be done using table 6-7 upper body strength (men), table 6-8, upper body strength (women), published in the American College of Sports Medicine’s *Guidelines for Exercise Testing and Prescription, 5th Edition*

(D) Flexibility

Flexibility is the maximum ability to move a joint through a range of motion. It depends on a number of specific variables, including dispensability of the joint capsule, muscle temperature, muscle viscosity, etc. Additionally, compliance (“tightness”) of various other tissues such as ligaments and tendons affects the range of motion. Like muscular strength, flexibility is specific.

Tests for flexibility will be modified sit-and-reach. Methods for test performance will be consistent with those described by W. K. Hoeger and S. A. Hoeger, *Principles and Labs for Physical Fitness and Wellness*. Morton Publishing Company, Fourth Edition.

Classification of results will be done using table 9.1, percentile ranks for the modified sit-and-reach test. W. K. Hoeger and S. A. Hoeger, *Principles and Labs for Physical Fitness and Wellness* Morton Publishing Company Fourth Edition.

Flexibility results will not be used in determining overall level of requirements, or receipt of incentives described in this Article.

Section 29.7. Standards and Procedures for Testing Evaluation.

Standards for evaluation of test results will be determined by using the following terms:

A. Minimal fitness level-greater than or equal to:

The 40th percentile in areas of muscular fitness.

B. Recommended fitness level - greater than or equal to:

The 55th percentile in muscular fitness.

C. Superior fitness level - greater than or equal to:

The 75th percentile in muscular fitness.

29.8. Testing and Personal Days. Testing sessions shall occur two (2) times annually. There will be at least ninety (90) days between each testing session each year. The following chart sets forth the standards for attainment of personal days:

	FAILS TO MEET MINIMUM	TO MINIMUM LEVEL	RECOMMENDED LEVEL	SUPERIOR LEVEL
<u>FIRST TEST</u>	MUST RETEST AFTER 90 DAYS TO ACHIEVE MINIMUM LEVEL	IF ACHIEVED, 3.5 PERSONAL DAYS IN FOLLOWING YEAR; RELEASED FROM FURTHER TESTING	IF ACHIEVED, 4 PERSONAL DAYS IN FOLLOWING YEAR RELEASED FROM FURTHER TESTING	IF ACHIEVED, 5 PERSONAL DAYS IN FOLLOWING YEAR RELEASED FROM FURTHER TESTING
<u>SECOND TEST</u>		IF ACHIEVED, 3.5 PERSONAL DAYS IN FOLLOWING YEAR; RELEASED FROM FURTHER TESTING		

(NOTE: For purposes of attainment of personal days in following year, a member who receives a medical deferral for all testing sessions shall receive three (3) personal days.)

Section 29.9. No Discipline. No member will be subject to discipline including reprimand, suspension, demotion or removal for failure to meet minimum fitness standards.

Section 29.10. Incentives. The following incentives shall apply to members who attain recommended or superior fitness levels in all testing phases during a calendar year:

- a. A fitness ribbon will be awarded to a member who meets recommended fitness level;
- b. A fitness ribbon and star will be awarded to a member who meets superior fitness level; and
- c. The member's personnel file will contain a citation for achievement of either recommended or superior fitness levels.

Section 29.11. Workers' Compensation and Injury Leave Coverage. It is the position of the City that Workers' Compensation coverage is applicable to members engaged in a physical examination, fitness program testing or in activities related to an individual exercise prescription, but not to off-duty recreational activities, competitive sports, or any activity not prescribed by the exercise physiologist.

When a member is engaged in any activity for which the City considers Workers Compensation coverage applicable, the member may be eligible for injury leave under Article 26 of this Agreement.

Section 29.12. Medical and Testing Records. All member medical records in regard to the physical examination shall be considered the property of the individual affected employee. The City may receive a report from the physician regarding the results of the examination. Testing records shall be maintained by the exercise physiologist and may be made available to the affected member, the City, or the Lodge.

ARTICLE 30 **MISCELLANEOUS PROVISIONS**

Section 30.1. Drug/Alcohol Testing. Drug/alcohol testing of members may be undertaken by the Employer only in the following situations:

1. Upon reasonable suspicion;
2. In conjunction with annual physical;
3. Upon return to work following treatment in drug or alcohol rehabilitation program. (A member may be randomly tested for two (2) years) or
4. At the request of the member.

Section 30.2. Part-Time Employees/Auxiliaries. The Employer agrees not to hire more than one part-time patrol officer. The Lodge understands that the Employer may utilize paid or unpaid auxiliary officers on a temporary basis to replace officers who are temporally absent from work due to a leave of absence, military leave, training, etc.

The Employer shall also be able to use auxiliary officers to supplement the police force as has been the Employer's past practice.

Section 30.3 Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement related activities under provisions whereby the Employer:

- (1) Allows the member to be hired by a separate and independent employer to perform such duties;
 - (2) Facilitates the employment of the member by a separate and independent employer;
- and

(3) Otherwise affects the terms and conditions of employment of the member by a separate and independent employer.

Where a member, solely at the member's option, agrees to be employed on special duty, the employer acknowledges that it shall treat the member covered by the terms of this Contract and will ensure that the member is covered by the City's workers' compensation coverage. However, the hours the member is employed by a separate and independent Employer in law enforcement or related activities shall be excluded by the City in the calculation of the hours which the member is entitled to overtime compensation.

The Lodge shall make recommendations to the Chief regarding rates, assignments, procedures and guidelines concerning "special duty." These items may be topics of discussion in Labor Relations Committee meetings.

ARTICLE 31 **NO STRIKE/NO LOCKOUT**

Section 31.1. No Strike. The Lodge agrees that neither it, its officers, agents or representatives, or members, individually or collectively, will authorize, instigate, cause, aid, condone or participate in any strike in violation of the provisions of Chapter 4117 of the Revised Code.

Section 31.2. No Lockout. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, condone or participate in any lockout of employees in violation of the provisions of Chapter 4117 of the Revised Code.

Section 31.3. Communication. For purposes of communication under this Article, the Lodge's authorized representative is the Lodge President, unless the President would provide written notification to the City of a designee authorized to act in his or her stead.

ARTICLE 32 **WAIVER IN CASE OF EMERGENCY**

Section 32.1. Emergency. In cases of emergency declared by the Mayor of Pickerington (or other person with the authority to declare a state of emergency pursuant to Pickerington Ordinance No. 88-93), or the Chief, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All agreements relating to the assignment of employees.

Section 32.2. Termination of Emergency. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the

grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 33
ENTIRE AGREEMENT

Section 33.1 Entire Agreement. The Employer and the Lodge acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The provisions of this Agreement shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Agreement. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in a written and signed amendment.

ARTICLE 34
DURATION/AMENDMENT

Section 34.1. Duration. This Agreement shall be effective December 26, 2012 and shall continue in full force and effect until midnight on December 20, 2015.

Section 34.2. Successor Negotiations. The parties agree that they shall each use their best efforts to commence negotiations for a new Agreement within 120 days of the expiration of this Agreement. Should either party desire to amend or modify the Agreement prior to the 120 days, both parties must agree in writing.

Section 34.3. Dispute Resolution Procedure. The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.

SIGNATURE PAGE

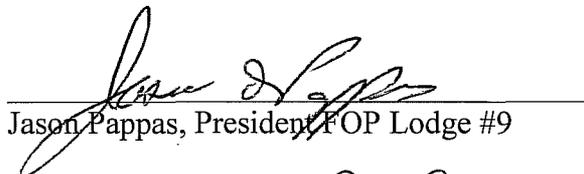
This Agreement is signed and entered into on this 5th day of December, 2013, and is hereby in full force and effect.

FOR THE CITY OF PICKERINGTON

FOR THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9



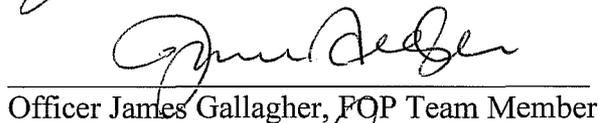
William M. Vance, City Manager



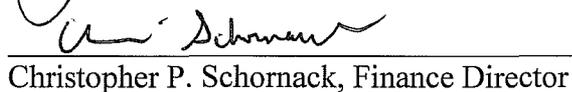
Jason Pappas, President FOP Lodge #9



Lynn Miller, Human Resources Director



Officer James Gallagher, FOP Team Member



Christopher P. Schornack, Finance Director



Officer Corey Flanagan, FOP Team Member



Michael Taylor, Chief of Police



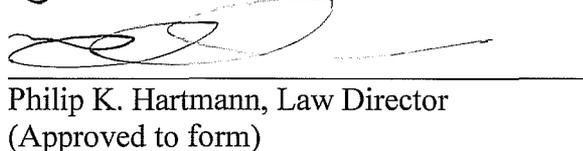
Sgt. Tim Planck, FOP Team Member



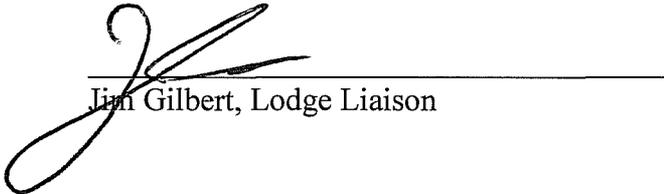
John J. Krock, Management Consultant



Robert W. Sauter, Lodge Attorney



Philip K. Hartmann, Law Director
(Approved to form)



Jim Gilbert, Lodge Liaison