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CONTRACT BETWEEN THE
CITY OF GRANDVIEW HEIGHTS, OHIO
AND
FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NO.9

January 1, 2014 through December 31, 2016

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ARTICLE 1

CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between the City of Grandview Heights, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the Lodge).

Section 1.2 Purpose. This Contract is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations among the City, members of the bargaining units, and the Lodge.

Section 1.3 Legal References. In that this Contract governs the wages, hours, terms and other conditions of employment for members of the bargaining units, its specifications prevail over any conflicting ordinances or state law pertaining to wages, hours, terms and other conditions of employment. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members of the bargaining units are not superseded by this Contract, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not subjects of bargaining under this Contract.

Section 1.4 Severability. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction, and upon written request by either party, the City and the Lodge shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

The City agrees that no member hereunder shall be asked to make any written or verbal agreement which shall in any way conflict with this Contract.

Section 1.5 Amendment of Contract. Unless otherwise provided in this Contract, no changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the City and the Lodge hereto to do so.

Section 1.6 Past Practice. The City agrees to continue all existing practices and benefits during the term of this Contract. The Chief of Police, with the approval of the Mayor, shall determine all past practices and benefits. If the Lodge disagrees as to whether a past practice or benefit does exist, the Lodge may file a grievance over

the matter at Step 3 of the grievance procedure. Nothing herein precludes the parties through the Labor Relations Committee process, from discussing whether a past practice or benefit exists.

Section 1.7 Enforceability of Contract. The City and the Lodge assert and believe that the provisions of this Contract are legally enforceable.

ARTICLE 2

RECOGNITION

Section 2.1 Recognition. The City recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2.2 of this Article. The Lodge is recognized by the City as the sole and exclusive representative of all Bargaining Units' members in any and all matters relating to wages, hours, and terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the Contract, and the resolution of questions arising under this Contract.

Section 2.2 Bargaining Units. Pursuant to Section 4117.06 of the Revised Code there are established two (2) bargaining units within this Contract. The first bargaining unit consists of all regular full-time sworn Police Officers of the City who are below the rank of Sergeant. The second bargaining unit consists of all regular full-time sworn Police Officers who are of the rank of Sergeant and above. Excluded from inclusion in either bargaining unit, and thereby from coverage within this Contract, are the positions of Chief and Captain. By agreeing to a single, unified contract for both bargaining units, neither party waives its right to insist on separate bargaining for the two units in negotiations for a successor contract. Reference throughout this Contract to members of the bargaining units (hereinafter, "member" or "members") shall mean employees within both bargaining units, unless specified otherwise.

ARTICLE 3

LODGE SECURITY

Section 3.1 Dues Deduction. Pursuant to Section 4117.09(B) of the Revised Code, the City agrees to deduct Lodge membership dues in the amount certified by the Lodge to the City the first pay period of each month, from the pay of any Lodge member requesting the same. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the City Finance Director. The City agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

The City shall provide the Lodge with additional group eligible payroll deductions for the purpose of the Lodge providing additional members' benefits, contingent upon the capability of the computer program.

Section 3.2 Fair Share Fees. Members who are not members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the City at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.

For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check of each member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Financial Secretary of the Lodge once each calendar month a warrant in the aggregate amount of the fair share fees deducted from that calendar month, together with a listing of the members of the bargaining units for whom said deductions are made.

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

Section 3.3 Lodge Responsibility. Except as otherwise provided in Sections 3.1 and 3.2 of this Article, the Lodge agrees that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Contract regarding the deduction of Lodge membership dues and/or the Lodge-determined fair share fees of non-Lodge members. Upon remittance of dues deductions and fair share fees to the Lodge each month, their disposition thereafter shall be the exclusive responsibility of the Lodge.

The Lodge hereby agrees that it will indemnify and hold harmless the City and its agents from any claim(s), action(s) or proceeding(s), including the defense thereof, by an employee or ex-employee arising out of any deductions made by the City pursuant to Sections 3.1 and 3.2 of this Contract. However, if requested by the City, the Lodge shall provide its legal counsel at no cost to the City and/or its agents to defend the City and/or its agents in any such claim(s), action(s) or proceeding(s).

Section 3.4 Lodge Bulletin Board. The Lodge shall be permitted to continue to maintain a Lodge bulletin board in the squad room at Department Headquarters. Lodge bulletins and Lodge material only will be permitted to be posted on this board.

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

Section 3.6 Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to the Chief of Police, to hold meetings for the Lodge members in the bargaining units or for all members at Police Headquarters or other City buildings, room or facility. The notification required under this Article shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time and requested location of the meeting.

The City agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the City to provide the requested location to the Lodge, the City will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room or facility. Bargaining unit(s) meetings shall be scheduled at such times as to reasonably accommodate the Division's scheduling needs.

Section 3.7 Lodge Business. Representatives of the Lodge shall be permitted to transact official Lodge business at departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal departmental operations.

Section 3.8 Intra-Departmental Mail and E-Mail System. The Lodge shall be permitted to utilize the intra-departmental mail system for the purpose of providing information pertaining to Lodge business or bargaining unit representation to members. All mail placed into the mail system by the Lodge shall be the property of the members to whom it is addressed and sealed on the envelope. Such mail shall not be subject to the City's review. The Lodge will also be permitted to utilize the City's electronic mail system in accordance with the City's established Electronic Mail (E-Mail) And Internet Usage Policy, as currently in effect or as it may be amended, for the purpose of providing information pertaining to Lodge business or bargaining unit representation to members. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or representation of the bargaining units.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1 Joint Pledge. The City and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, disability or application for or participation in the Worker's Compensation Program, as provided by law.

Section 4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the Lodge, nor to discriminate, interfere with, restrain 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 4.3 Lodge Pledge. The Lodge, within the terms of its Constitution and Bylaws, agrees not to interfere with the desire of any member to become and remain a member of the Lodge. The Lodge agrees to fairly represent all members subject to the provisions and procedures set forth in Section 4117.11 (B) (6) and 4117.12 of the Revised Code.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1 Management Rights. To the extent provided by law, but not in denigration of applicable civil service law not superseded by the terms of this Contract, the City retains the exclusive right and authority to administer the business of the City, in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the Division of Police, 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 public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or 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 overall mission of the Employer as a unit of government;
- G. Effectively manage the workforce;
- H. Take action to carry out the mission of the public employer as a governmental unit; and
- I. Determine the adequacy of the work force.

Section 5.2 Limitations. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Contract. The City is not required to bargain with the Lodge during the term of this Contract on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Contract.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1 Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours and terms and conditions of employment of members as these unresolved questions or disputes concern the application and interpretation of this Contract.

Section 6.2 Qualifications. A grievance can be initiated by the Lodge, any aggrieved member or group of members. If the grievance is initiated by the Lodge, the Lodge President, or designee, should notify the Grievance Chairman prior to filing the grievance. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the Grievance Chairman may select one member to process the grievance as the designated representative of the affected group members provided that any such group grievance shall be expressly labeled as such and shall further identify the members of the group with particularity. The Lodge shall not process a grievance on behalf of any member without the knowledge and consent of the member. Probationary employees within the rank of police officer may use the grievance procedure for all matters except for discharge.

A member has the right to present grievances and have them adjusted, without the intervention of the Lodge, as long as the adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment.

Section 6.3 Jurisdiction.

A. Nothing in this grievance procedure shall deny a member, group of members, or the Lodge any rights available at law to achieve redress of legal rights before a forum (court or agency) independent of this Contract. However, once an election is made to pursue a matter before a forum independent of this Contract, and said forum either takes jurisdiction over said matter or dismisses the appeal or claim filed therein for lack of jurisdiction due to an untimely filing, a member, group of members, or the Lodge is thereafter precluded from seeking a remedy under this grievance procedure.

B. If jurisdiction by the elected forum is denied for any other reason except timeliness, the matter may be thereupon presented as a grievance if it meets the grievance definition and is filed within seven (7) calendar days of the denial of jurisdiction. Workers' Compensation claims and unemployment claims are not subject to processing under this grievance procedure.

Section 6.4 Grievance Procedure. The following are the implementation steps and procedures for handling members' grievances:

A. Preliminary Step. A member having an individual grievance will first attempt to resolve it informally with the supervisor whose action(s) gave rise to the grievance. Such attempt at informal resolution shall be made by the member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming first known by the member-grievant; grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 6.7) beyond the fourteen (14) calendar days time limit need not be considered. At this step, there is no requirement that the grievance be submitted, or responded to, in writing; however, a Grievance Representative may accompany the grievant to a meeting with the supervisor should the latter request his attendance. The supervisor will respond informally within seven (7) calendar days. If the member is not satisfied with the oral response from the supervisor at this Step, the member may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance should be reviewed by the Grievance Representative.

B. Step One- Supervisor

1. When a member has a grievance in which the supervisor's oral response in the Preliminary Step is unsatisfactory, the member may then submit said grievance in writing to that supervisor on the grievance form. Such Form must be submitted to the supervisor within seven (7) calendar days following the oral response from the Preliminary Step. The

supervisor shall date stamp the Form on the date of his receipt of it. Grievances submitted beyond the seven (7) calendar day time limit need not be considered.

2. Within seven (7) calendar days after the receipt of the written grievance, the supervisor shall affix the written response to the Form, date and sign the response, and return one copy of it to the grievant. If the aggrieved member does not refer the grievance to the Second Step of this Procedure within seven (7) calendar days after the member's receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two - Chief (or designee)

1. Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days thereafter the member may appeal the grievance to this Step Two by delivering or having delivered a copy of the Grievance Form, containing the written responses at Step One and any other pertinent documents, to the office of the Chief. The form shall be date-stamped upon receipt. A grievance submitted beyond the seven (7) calendar day time limit shall not be considered.
2. Within fourteen (14) calendar days of receipt of the Grievance Form, the Chief, or designee, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the member-grievant and the Grievance Representative. All parties involved in the grievance shall be notified and may be in attendance at the grievance meeting. A Lodge representative may also attend this meeting. The parties may by mutual written agreement waive the conduct of a meeting at this level.
3. In the meeting called for at this Step, the Chief, or designee, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the Chiefs receipt of the grievance or of the meeting if held at this step, the Chief, or designee, shall submit to the member-grievant and to the Grievance Representative a written response to the grievance. The response shall be affixed to the grievance form.

D. Step Three- Mayor (or designee)

1. Should the member-grievant not be satisfied with the answer in Step Two, within seven (7) calendar days after the member's receipt thereof, the member may appeal the grievance to Step Three by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Steps and any

other pertinent documents, to the office of the Mayor. The form shall be date stamped upon receipt. A grievance submitted beyond the seven (7) calendar day time limit shall not be considered.

2. Within twenty-eight (28) calendar days from the Mayor's receipt of the Grievance Form, the Mayor or designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Representative and the member- grievant. All parties involved in the grievance shall be notified and may be in attendance at the grievance meeting. A Lodge representative may also attend the meeting.
3. In the meeting called for at this Step, the Mayor, or designee, shall hear a full explanation of the grievance and the material facts relating thereto.
4. A copy of the written response shall be submitted to the member- grievant and to the Grievance Representative. The response shall be affixed to the grievance form.

Section 6.5 Group and Lodge Grievance. Group grievances shall be initiated at Step Two within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming first known to one of the group grievants. Lodge grievances shall be initiated at Step Two within fourteen (14) calendar days following the occurrence of event or circumstances giving rise to the grievance or becoming first known to a member.

Section 6.6 Grievance Forms. The City and the Lodge shall develop jointly a Grievance Form. Such Forms will be supplied by the Lodge and made available to Grievance Representatives.

Section 6.7 Calendar Days. For the purpose of counting time, "calendar days" as used in this Article will not include approved leaves or holidays.

Section 6.8 Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Lodge's and the City's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may, at the Preliminary Step or Step One where a response is not forthcoming within the specified time limits, move the grievance to the next Step in the procedure; if a response is not forthcoming within the specified time limits at Step Two or Three, the grievance is presumed granted by the City in full, and the City shall immediately implement the requested remedy, except as the requested remedy would constitute a violation of law, a violation of this Contract, or cost more than Five Hundred Dollars (\$500.00).

If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next day on which such office is open. Similarly, if the City's last day to respond is on a day during which the City's administrative office is not open for business, then the City will be permitted to deliver its response on the next day in which the City's administrative office is open for business.

ARTICLE 7

ARBITRATION

Section 7.1 Arbitration Appeal. Should a grievant, after receiving the written answer to the grievance at Step 3 of the Grievance Procedure still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the Lodge President, request it be heard before an arbitrator. The Lodge, by the Lodge President, must notify the Mayor of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the Mayor. Failure to request arbitration in a timely manner shall terminate the grievance process.

Section 7.2 Selection of the Arbitrator. The Mayor, or designee, and the Lodge President, or designee, shall jointly take the necessary steps to request that the Federal Mediation and Conciliation Service ("FMCS") submit a panel of seven (7) arbitrators with residences or business addresses in Ohio from which the City and the Lodge shall select one by mutual agreement. The costs associated with obtaining a list of arbitrators from the FCMS shall be borne equally by the City and the Lodge. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the City and the Lodge alternatively striking names and selecting the final remaining name. Either the City or the Lodge shall have the option to completely reject the list of names and request another list only once. Nothing herein shall preclude the City and the Lodge from selecting an arbitrator by mutual agreement.

For services rendered collectively during the performance of his/her responsibilities, the arbitrator's fee shall be borne equally by both parties.

The cost of any proof produced at the direction of the arbitrator, and any rent, if any, for a hearing room, shall be borne by both parties.

The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party requesting one; such fee however, shall be split equally if both the City and the Lodge request a court reporter or request any transcript. Any member in attendance for such hearings shall not lose pay or any benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 7.3 Authority of the Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both the City and the Lodge. The arbitrator shall only consider and make an award with respect to the specific issue or issues submitted in writing by the City and/or the Lodge. In the event the arbitrator finds a violation of the terms of this Contract, he/she is empowered to fashion the appropriate remedy. The arbitrator shall not have the authority to make an award contrary to or inconsistent with this Contract. The arbitrator shall not have the power to add to, subtract from, amend, nullify or otherwise modify the provisions of this Contract. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Contract to the facts presented. The decision shall be rendered within thirty (30) days following the close of the hearing. Where post-hearing briefs are filed the hearing shall be considered closed upon the arbitrator's receipt of such briefs. The decision of the arbitrator shall be final and binding, but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.

Section 7.4 Arbitrability. The question of arbitrability of a grievance may be raised by the City before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question.

Section 7.5 Non-Discrimination. No unit member or official of the Lodge shall be removed, disciplined, harassed or discriminated against because he/she has filed or pursued in good faith a grievance or arbitration under the procedure of this Contract.

ARTICLE 8

LODGE REPRESENTATION

Section 8.1 Grievance Representatives. The Lodge President shall designate two (2) Grievance Representatives, one for each bargaining unit. A member and a Grievance Representative shall be allowed time off from regular duties, with pay, for attendance at scheduled Grievance Hearings under the Grievance Procedure with prior approval of the Chief, or designee. Grievance Representatives shall be allowed adequate time, as approved by the Chief, or designee, on duty, with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld. If a grievant is prejudiced by the withholding of such approval such that the grievant is denied a reasonable opportunity to appeal the grievance or have it heard, a reasonable extension of time shall be granted so that the grievant may timely appeal the grievance or have it heard. The Lodge President shall notify the Chief, in writing, of the names of Grievance Representatives within thirty (30) days of their appointment.

Section 8.2 Grievance Representative. The authorized functions of a Grievance Representative shall include the following:

- A. Attendance at any City-Lodge joint meetings relating to employee relations and/or grievances;
- B. Representing the Lodge in investigating and processing grievances in the Grievance Procedure.
- C. Replacing the other Grievance Representative who is absent or unavailable;
- D. General supervision and coordination of grievances in process; and
- E. Act as liaison between the Administration and the Lodge on matters concerning grievances.

Section 8.3 Lodge Training. The City, upon reasonable notice by the Lodge, shall permit Grievance Representatives to be released with pay, not to exceed a cumulative total for all such members of twenty-four (24) hours annually, to attend training sessions sponsored by the Lodge related to contract administration and conduct of the grievance/arbitration procedure.

ARTICLE 9

DELEGATES

Section 9.1 Delegates. Members who are elected or selected delegates or alternates to the State or National Conferences of the Fraternal Order of Police shall be allowed reasonable time to attend such functions. To the extent any such time is during such delegates' scheduled work hours, they shall be given consideration to a schedule rearrangement, or they shall be allowed to use their vacation time and/or compensatory time. The same consideration shall be afforded to a member who serves on the Lodge's Executive Board for attendance at Lodge meetings.

ARTICLE 10

NEGOTIATIONS

Section 10.1 Negotiations Committees. The Lodge and the City have the right to select their own Negotiations Committee and to change Committee members at will. The Lodge team will consist of no more than five (5) participants of which three (3) will be bargaining unit members, and two (2) Lodge representatives. The City shall compensate bargaining unit team members while on duty at their straight time hourly rate. The City shall compensate bargaining unit team members not on duty with either hour-for-hour compensatory time or hour-for-hour schedule adjustment.

Section 10.2 Good Faith Bargaining. The City and the Lodge are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that the City and the Lodge will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counterproposals, to compromise, and to make agreements, all subject to final ratification; will provide supporting data and rationale for its own proposals and counter proposals; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either the City or the Lodge is compelled to agree to a proposal nor does it require the making of a concession.

Section 10.3 Information. The City and the Lodge are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals and counterproposals and to negotiate in good faith. All requests for data shall be in writing.

Section 10.4 Private Meetings. The City and the Lodge agree to negotiate in private meetings. Meetings will be held on the premises of the City, or at the Lodge offices, as mutually agreed to by the parties. Sessions will commence at a mutually agreeable time. Sessions will normally be for three (3) hours maximum duration. Nothing herein shall prohibit the City and the Lodge from mutually consenting to extend the sessions. The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

Section 10.5 Chief Negotiator. There shall be one (1) spokesperson (the Chief Negotiator) for each party.

Section 10.6 Meeting Notes. Both the City and the Lodge may each informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained. No mechanical recording devices shall be used during negotiating meetings.

Section 10.7 Proposals. Unless the City and the Lodge agree otherwise, at the first negotiations meeting, the Lodge will present its initial proposals. At the second negotiations meeting, the City will present its initial proposals.

Section 10.8 Caucus/Adjournment. Either party, through the Chief Negotiator, has the right to call a caucus at any time or to adjourn the negotiations session.

Section 10.9 News Media/Public. It is agreed that, absent the use of conciliation, neither the City or the Lodge will issue statements to the news media during or before negotiations. The City and the Lodge may mutually agree to issue statements to the news media during or before negotiations.

Section 10.10 Tentative Agreements.

- A. Articles or, where appropriate, Sections of Articles agreed to by the City and Lodge Negotiations Committees will be reduced to writing, duplicated, dated and signed by the City and the Lodge as tentative agreements.
- B. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either the City or the Lodge, until such time as agreement is reached on the entire Contract.

Section 10.11 Ratification Procedure. The City shall submit to City Council a request for ratification of the finalized tentative agreement reached by the Negotiation Committees and for approval of any other matter requiring the approval of City Council within fourteen (14) days of the date of the finalized tentative agreement. The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City submits the finalized tentative agreement. When approved by Council and the members, the Contract is binding upon the City, City Council, the Lodge and members.

ARTICLE 11

DISPUTE RESOLUTION

Section 11.1 Dispute Resolution. The parties agree that the negotiations for a successor agreement will be conducted in accordance with the dispute settlement procedure set forth in Ohio Revised Code Chapter 4117, unless the parties mutually agree to vary said procedure for a successor Contract.

Section 11.2 Continuation of Current Contract. The parties shall continue in full force and effect all the terms and conditions of this Contract, for a period after the expiration date of such Contract, until a successor Contract has either been reached or implemented.

Section 11.3 Economic Increases. The City and the Lodge agree that the successor Contract, whether a product of negotiation, mediation, fact finding, and/or conciliation (arbitration), shall be effective on January 1, 2017 (retroactive to such date if necessary), notwithstanding any provision of Ohio Revised Code Chapter 4117 or any other restriction, which might suggest a later effective date. The City and the Lodge specifically agree, for purposes of successor negotiations, to waive or to treat as inapplicable the provision of Ohio Revised Code Section 4117.14(G) (11), restricting the authority of a conciliator with respect to the effective date of rates of compensation and other matters with cost implications. The effective date of any wage increase and other matters with cost implications shall be subject to the conciliator's award based on the parties' best last offer.

ARTICLE 12

INTERNAL REVIEW PROCEDURE

Section 12.1 Scope. The investigative procedures set forth in this Article apply whenever a member is subject to investigation by the City concerning a matter which could result in disciplinary action or criminal charges being filed against the member. Should the City choose not to conduct an investigation involving a member who may be subject to discipline or criminal charges, these procedures shall not apply.

Section 12.2 Notification. A member shall be informed in writing of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the specific factual allegations made against him/her, including a copy of any written complaint against him/her, where practicable, at least forty-eight (48) hours prior to any questioning.

Section 12.3 Right to Representation. All questioning sessions shall be scheduled so that the member has an opportunity to obtain representation from the Lodge. The Lodge representative or Lodge attorney shall be permitted to be present at any questioning and shall be afforded reasonable opportunity to consult with the member before and during the questioning. In the event that questioning has been determined to be related to an allegation of criminal misconduct and where the member has asserted his or her constitutional right to legal counsel, the member shall be entitled to consult with legal counsel before questioning. The questioning shall not be delayed an unreasonable period of time awaiting the arrival of the Lodge representative or Lodge attorney.

Section 12.4 Conduct of Questioning. Where a member is to be questioned in any investigation under the procedures specified in this Article, the following rights are to be accorded the member subject to questioning:

- A. Any questioning of a member will be conducted at hours reasonably related to the member's shift, preferably during the member's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for a member's attendance to physical necessities.
- B. At any point in the interview or investigation where criminal charges are contemplated, the member shall be informed of his or her constitutional rights in advance of any further questioning.
- C. Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be made the basis for such charge; except that a member who refuses to answer questions or participate in an investigation shall not be charged with insubordination or like offense where such refusal is premised on an exercise of the member's constitutional rights in a criminal matter.

- D. Such questioning shall be recorded by the City at the request of either party. Tapes will be made by the City, and may also be made by the member and the member's Lodge representative or Lodge attorney. The member and the member's Lodge representative or Lodge attorney will be afforded the opportunity, upon written request directly to the Chief, or designee, to listen to and make personal notes regarding a tape made of the member's interview by the City.
- E. Any statement or evidence obtained in the course of questioning through the use of administrative pressures, threats, coercions or promises shall not be admissible in any subsequent criminal action or internal proceeding. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such administrative pressures, threat, coercions or promises, subject to provisions of subparagraphs (A) and (B) of this Section.
- F. A member may be given a truth verification examination only if the member is the primary focus of an investigation, known witness to an incident, or at the member's written request directly to the Chief of Police. If the Chief orders the examination, the member's consent to the examination is required. The results of such examination shall not be used in a subsequent pre-disciplinary hearing involving the member or any subsequent disciplinary process. The results of such examination shall not be used in any subsequent criminal action without the consent of both the Chief and the member given prior to the administration of such examination.

Section 12.5 Access to Questioning Tapes and Documents. The member who is subject to questioning, and the member's Lodge representative or Lodge attorney where one is involved, will be provided access to transcripts, records, written statements, and tapes pertinent to the case, including transcripts of questions asked and responses to polygraph examinations. This access will be provided reasonably in advance of any pre-disciplinary hearing.

Section 12.6 Application to Other Members. When a member is to be questioned in an investigation of any other member under this Article, such member shall be informed of both the nature of the investigation and the factual allegations made against the member under investigation. The questioning of such member shall be conducted in accordance with the procedures established in Sections 12.3 and 12.4 of this Article.

Section 12.7 Anonymous and Citizen Complaints. When any anonymous complaint is made against a member and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded and the accused member shall not be required to submit to questioning. When any citizen complaint is filed more than the sixty (60) calendar days after the date of the alleged event complained

of, and where the complaint, if true, could not lead to a criminal charge, such complaint, including an anonymous complaint shall be classified as unfounded and the accused member shall not be required to submit a written report or submit to questioning; but, the member shall be notified orally or in writing of such claim.

Section 12.8 Investigation Record. To insure the integrity of an investigation, a record shall be maintained of all interviews conducted. This record may consist of one or more of the following:

- Tape recording the interview, which tape may be transcribed;
- Written signed statement from the individual interviewed, which statement shall accurately and completely set forth the information provided by the individual;
- Written summary of the information provided by the individual interviewed, which statement shall accurately and completely set forth the information provided by the individual.

Section 12.9 Chain of Command. All complaints, internal investigations and departmental charges shall be under the province of the Chief of Police, or designee.

ARTICLE 13

CORRECTIVE ACTION AND RECORDS

Section 13.1 Discipline for Cause. No member shall be reduced in pay or rank, suspended, removed or reprimanded except for just cause.

Section 13.2 Pre-disciplinary Hearings. Should the Chief recommend that a member be subject to discipline which may involve suspension, reduction in pay or rank, or removal, a pre-disciplinary hearing shall be conducted by the Mayor. The member shall receive advance written notice of all charges, the factual basis for the charges, as well as advance notice as to the hearing date and time. At the hearing, the charged member will be allowed to be represented by a Lodge representative or Lodge attorney, and will be allowed to call witnesses material to his/her defense, and will be allowed to confront any adverse witnesses.

A member may grieve the imposition of discipline by the Mayor directly to arbitration with the approval of the Lodge President. The Lodge must file a notice of intent to submit the discipline to arbitration with the office of the Mayor within fourteen (14) calendar days of the member's receipt of the notice of disciplinary action.

A member who is charged may make a request directly to his/her supervisor to review his/her personnel file. Such request will be granted as soon as possible.

A member who is charged, or the Lodge representative, or Lodge attorney, may make a written request for continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon.

The City will make all good faith efforts to notify the affected member of any charges or of any decisions reached as a result of a pre-disciplinary hearing prior to any public statement.

Section 13.3 Actions of Record. At any time an inquiry concerning a member occurs wherein discipline will or may result, the member will be immediately notified that such a result is possible.

Section 13.4 Progressive Action. The City will ordinarily use the following system of progressive discipline for the same or related offenses: verbal reprimand, followed by written reprimand, followed by suspension, followed by reduction in pay or rank or by removal. The City may determine to deviate from this progression for any serious job-related misconduct or any serious criminal misconduct. The City may also deviate from this progression by imposing lesser discipline than would be warranted under this progression.

Section 13.5 Duration of Records. Verbal and written reprimands will be documented and will be retained by the City in the Police Chief's administrative personnel file. Written reprimands, suspensions, reductions, or removals shall be maintained in the City's master personnel file. Documentation of written reprimands will be removed from the Chiefs administrative personnel file upon the request of the member, not earlier than one (1) year after such was given if no further disciplinary action has occurred within that one (1) year period; and (b) any records of suspensions will be removed from the City's master personnel file upon the request of the member, not earlier than four (4) years after such suspension was given, if no further disciplinary action has occurred within that four (4) year period. Written reprimands so removed from the Chiefs administrative personnel file shall be given to the member. In any case in which a written reprimand, suspension, reduction, or removal is disaffirmed through the grievance procedure, by an arbitrator, or by a court of competent jurisdiction, a copy of the decision shall be placed in the personnel record and shall clearly indicate such disaffirmation; in addition, unsubstantiated or unproved allegations or complaints of misconduct made against a member and appearing in the City files shall not be considered in future disciplinary action or promotional considerations. Verbal reprimands shall be expunged from the Police Chief's administrative personnel files and returned to the member no later than six (6) months after issuance, provided no further discipline has been imposed.

Section 13.6 Notice of Counseling or Training. In the sole discretion of the Chief, in lieu of corrective action, a member may receive a notice of counseling or be directed to undergo training to correct a work deficiency or to improve work performance. This notice of counseling or direction to undergo training may be placed in the Chiefs administrative personnel file. Such notice is subject to removal upon the member's request, not sooner than six (6) months after the notice of counseling or training was issued. This notice shall not be considered disciplinary in nature.

Section 13.7. Member's Acknowledgment. A member's signature on any document, if any, shall be viewed only as a representation that he/she has read it; it shall not be viewed as a representation that he/she concurred in any or all of the contents or comments thereon. The member shall be the last person to sign a document and no comments may be made on record copies thereafter. The member shall receive a copy of the document in its final form when he/she signs it.

Section 13.8 Review of Personnel Files. Every member shall be allowed to review his/her personnel files at any reasonable time upon written request to his/her supervisor. Any member may copy documents in his/her file.

If a request is made to inspect and/or copy records within a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first attempt to notify the member of the request orally or in writing within forty-eight (48) hours of receipt of the request. The member shall be provided access to his/her personnel file within twenty-four (24) hours thereafter, and the member shall not be required to make a written request for such access. All requests made by the general public to inspect or copy records contained in a member's personnel file shall be processed in accordance with the provisions of the Ohio Public Records Act.

Section 13.9 Inaccurate Documents. If, upon examining his/her personnel files, any member has reason to dispute the accuracy, relevance, timeliness, or completeness of the documents contained therein, he/she may request the City, through the Chief, to investigate the current status of the information. The City shall, upon receipt of information from the member which reasonably calls into dispute the accuracy, relevance, timeliness, or completeness of a document, but not later than ninety (90) days after receiving the information from the member, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely and complete, and shall notify the member of the investigation and of the action the City plans to take with respect to the disputed information. Contradictory information alone does not establish inaccuracy, irrelevance, untimeliness or incompleteness. The City shall delete any information that it cannot verify or that it finds to be inaccurate.

If a member is not satisfied with the City's determination, the member may include within his/her personnel file a brief statement regarding the disputed information. The City shall maintain the member's statement in his/her personnel files. The City shall include the member's statement in any subsequent use or dissemination of the disputed information and may also include its own statement as to why it does not concur with the member's statement. The City shall also, upon the member's written request, furnish notification that the disputed information has been deleted, or furnish a copy of the member's statement, to any person specifically designated by the member.

Inaccurate documents may be challenged through the grievance procedure, but only through the Mayor's step. Inaccurate documents shall not be subject to Arbitration under this Contract.

Section 13.10 Placement of Material in Personnel Files. Any document relating to the member's employment status with the City, except for routine payroll information furnished to the Director of Finance, which does not include as part of normal distribution a copy from or to the member, shall not be placed in the member's personnel file unless the member is simultaneously provided a copy of the document.

ARTICLE 14

LABOR RELATIONS MEETINGS

Section 14.1 Meetings. The City and the Lodge agree to meet, at least semi-annually and at such times as may be necessary, upon the written request of either party, to discuss this Contract as well as any terms or conditions of employment. Included as a legitimate item for discussion in these meetings shall be the concerns and suggestions of the members regarding conditions of existing equipment and minimum safety standards for any new equipment that the City may purchase. In advance of a scheduled meeting, the Mayor and the Lodge Labor Relations Chair, or their designees, shall consult and compile an agenda for distribution to committee members. It is the intention of the parties hereto that such individuals as may be helpful to items to be discussed in such meetings may be in attendance, but that in the normal meetings not more than one (1) Lodge representative and three (3) members may attend, and the Mayor, or designee, and Chief will normally both attend. At least one (1) member who served on the Lodge's most recent negotiations team shall serve as a Lodge member on the Labor relations team. It is the intention of the Lodge that these meetings be utilized only for the purpose of promoting harmonious relationships between the Lodge, its membership and the City and to provide input to the Chief and the Mayor on items of concern. Where practicable members are expected to attempt to work out issues with supervisors prior to raising them at such labor relations meetings.

The City shall compensate members who attend Labor relations meetings on behalf of the Lodge. If the member is on duty, he or she shall be released with straight time pay to attend Labor relations meetings.

ARTICLE 15

SAFE EQUIPMENT

Section 15.1 Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 16

WORK RULES

Section 16.1 Work Rules. The City agrees that work rules shall be reduced to writing and provided to all covered members in advance of their enforcement. A charge by a member that a work rule, General Order, or the like, is in violation of this Contract, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The City will provide the members and the Lodge copies of any revised or new work rules, General Orders, and like matters in advance of their intended effective dates.

ARTICLE 17

SENIORITY

Section 17.1 Seniority Defined. For purposes of this Contract, "seniority" shall be defined as total continuous service as a regular full-time sworn member of the City's Division of Police. Seniority shall commence on the date a member becomes employed as a Police Officer. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs.

A "break in service" only occurs in the following instances:

- (1) Separation because of resignation, except where a member is rehired within thirty (30) days of resignation;
- (2) Removal;
- (3) Failure to return from an authorized leave of absence; and
- (4) Failure to respond to a notification of recall.

A "break in service" shall not occur if a member is reinstated due to the disaffirmance of a removal or when a member is recalled from a layoff. A member who has a "break in service" and who is subsequently rehired or reinstated, shall not receive continuous service credit for the time spent during the "break in service"; however, the member shall receive continuous service credit except for the period of time in which the "break in service" occurred for purposes of continuous service credit. For purposes of calculating continuous service credit for bidding on assignments or for layoff, the continuous service credit of a member whose break in service was for a period of one (1) year or more shall be calculated from the date of most recent employment.

Section 17.2 Seniority List. The City shall maintain an accurate seniority list available for review by the Lodge and members.

ARTICLE 18

PROBATIONARY PERIODS

Section 18.1 Initial Probationary Period. Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be for one (1) calendar year from the date of hire. A newly hired probationary member may be terminated at any time for unsatisfactory service during the member's initial probationary period and shall have no right to appeal the termination under Articles 6 and 7 of this Contract. A probationary employee will be notified in writing of the member's status at the completion of the member's probationary period.

Section 18.2 Extension of Probationary Period. At its sole discretion, the City may extend a member's probationary period for a period not to exceed six (6) months beyond the initial term set forth in Section 18.1 of this Article. An extension of the probationary period will be utilized only for members who would otherwise be terminated for unsatisfactory probationary period as provided in Section 18.1 of this Article. Written notice of an extension shall be provided to the Lodge and the affected member at least ten (10) calendar days prior to the end of the initial probationary period. During the extended probationary period the member may be terminated at any time, and the affected member shall have no right to appeal the termination under Articles 6 and 7 of this Agreement. A member notified to serve an extended probationary period shall not receive a step increase after one year of service. If the member successfully completes the extended probationary period, such member shall be placed on the wage schedule according to the member's anniversary date of hire as of the first date of the first full pay period following completion of the extended probationary period. A probationary member will be notified in writing of the member's status at the completion of the member's probationary period.

Section 18.3 Promotional Probationary Period. Any member promoted into a higher rank shall be required to successfully complete a promotional probationary period of one (1) calendar year. A member serving a promotional probationary period whose performance is judged unsatisfactory during the second half of the probationary period may be returned to the member's former rank and shall have no right to appeal the decision under Articles 6 and 7 of this Contract. The member will be notified in writing of the member's status at the completion of the member's probationary period.

ARTICLE 19

LAYOFFS/JOB ABOLISHMENT

Section 19.1 Layoffs. If it becomes necessary for the City to reduce the work force in the Department due to a temporary lack of work or lack of funds, the City may lay off members such that the least senior member in point of service shall be first laid off and any layoffs thereafter shall be by reverse seniority.

Section 19.2 Job Abolishment. If it becomes necessary for the City to permanently delete a position or positions from the organization or structure of the Department due to a lack of continued need for the position(s), the City may effect a job abolishment action. The City may abolish positions as a result of reorganization for the efficient operation of the Department, for reasons of economy, or for lack of funds. When a position above the rank of Police Officer is abolished, the incumbent shall displace the next senior member in that rank or lower rank, the person thereupon displaced shall displace the next senior officer in the same or next lower rank, and the next senior member in the same or next lower rank shall be allowed to displace, and so on until the least senior member in point of service in the Police Officer rank has been laid off.

Section 19.3 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least twenty-eight (28) calendar days in advance of the action. Prior to notification to the affected members, the City shall discuss with the Lodge the rationale for and impact of its contemplated action.

Section 19.4 Reinstatement and Recall. Should an abolished position be recreated or re-established, or a new position created, within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of layoff or displacement, the most senior member in the point of service of those laid off or displaced shall be entitled to the position provided said member is otherwise qualified to assume the position.

If any member, laid off or displaced as described in this Article, enters into the active service of the Army, Navy, Marine Corp, or other Armed Service of the United States, the period such member serves therein shall not be considered in the determination of the three (3) years stipulated as maximum time within which reinstatement shall be made; such three (3) year period shall be computed exclusive of the time the member has spent in the Armed Forces.

A member shall be notified of recall by certified mail, with a copy of the notice to the Lodge. The mailing shall be to the last mailing address provided by the member. The member has an obligation to keep the City advised of his/her current mailing address.

A recalled member shall have fourteen (14) calendar days following receipt of the recall notice to notify the City of his/her intention to return to work and shall report to duty within the same fourteen (14) day period, unless a later date is otherwise specified in the notice or unless the Chief grants the member an extension of time within which to report to duty.

For purposes of reinstatement, the Department shall create a recall list which shall list members subject to reinstatement by rank and seniority. This list shall be available for public inspection.

Section 19.5 Appeals. A member may appeal from an action taken under this Article directly to binding arbitration, with the approval of the Lodge president, as provided in Article 7. The arbitrator shall have no authority to disaffirm the layoff, job abolishment or displacement if such action is not in violation of the Contract.

ARTICLE 20

MISCELLANEOUS PROVISIONS

Section 20.1 Contract Copies. As soon as practicable following the signing of this Contract, the City and the Lodge shall have printed sufficient copies of this Contract so that the City may provide each member with a copy and so that new members hired during the term of this Contract may be each provided a copy. The initial cost of printing or duplicating this Contract, any future printing or duplication of an agreed number of copies, shall be shared equally by the City and the Lodge.

Section 20.2 Auxiliary Officers. Auxiliary Officers may be used by the City to assist members in the performance of members' assigned job duties, but shall not be used to perform job duties normally assigned to members. This does not restrict the performance of special duty activities by Auxiliary officers, provided such special duty opportunities are first offered to members. However, use of Auxiliary officers for any purposes is prohibited in the event of a job abolishment or layoff of any bargaining unit members/positions.

Section 20.3 Performance Evaluations. An evaluation of each member's work performance shall be conducted annually. The evaluation system meets all standards set forth by the Commission on the Accreditation of Law Enforcement Agencies (CALEA) in the most current Standards Manual. The performance evaluation system does not include measures for disciplinary action against a member. The evaluation procedure provides positive and negative feedback to the member for the purpose of improving the member's overall performance. The evaluation system includes:

- A. A clear description of the uses of the evaluation and its role to provide feedback to members to improve performance and guide their professional development.
- B. Specific criteria to measure and evaluate the level of performance of a member consistent with the job duties and responsibilities of the member's position.
- C. A requirement that explanatory comments will be made by the rater on all ratings.
- D. An appeal process that allows a member to express his/her disagreement with his/her performance rating in writing. A formal chain of command review will be conducted if there is any disagreement. At any point that a member's objections are

satisfied, the review process will stop. If a member's objections are not satisfied, the member may file a grievance to contest the performance rating.

- E. The content and extent of the initial and ongoing training program for all supervisors who will be responsible for the evaluation of members.
- F. A requirement that raters will be evaluated by the Chief with regard to the quality of ratings given to members. The Chief will receive input from a sampling of the members rated prior to evaluating the rater. Each member will receive a copy of his/her written evaluation.

Written performance evaluations shall be maintained in the Chiefs administrative personnel file for two (2) evaluation periods, not to exceed thirty (30) months. A member will not be evaluated under this system until the member has successfully completed the probationary period. Performance evaluations will not be used in the promotional process.

ARTICLE 21

WAIVER IN CASE OF EMERGENCY

Section 21.1 Waiver of Grievance Time Limits and Job Assignments. In cases of emergency declared by the Mayor or designee, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the City: (A) Time limits in the processing of grievances; and, (B) Any restrictions prohibiting the City from assigning job duties to a member outside of his or her rank.

Section 21.2 Termination of Emergency. Upon the termination of the emergency, any grievance(s) shall be processed in accordance with the provisions outlined in Section 6.4 and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency, unless the City and the Lodge mutually agree to extend the time.

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ARTICLE 22

WAGES

Section 22.1 Rates of Pay

A. Rates of Pay for Police Officers and for Sergeants

Effective 12/25/2013	3.0%	Annual	Bi-Weekly	Hourly
Starting Police Officer		\$50,294.00	\$1,934.40	\$24.18
After one year		\$55,286.00	\$2,126.40	\$26.58
After two years		\$61,360.00	\$2,360.00	\$29.50
After three years		\$68,120.00	\$2,620.00	\$32.75
After four years		\$75,608.00	\$2,908.00	\$36.35
Sergeant		\$86,798.00	\$3,338.40	\$41.73
Effective 12/24/2014	3.0%			
Starting Police Officer		\$51,813.00	\$1,992.80	\$24.91
After one year		\$56,950.00	\$2,190.40	\$27.38
After two years		\$63,211.00	\$2,431.20	\$30.39
After three years		\$70,158.00	\$2,698.40	\$33.73
After four years		\$77,875.00	\$2,995.20	\$37.44
Sergeant		\$89,398.00	\$3,438.40	\$42.98
Effective 12/23/2015	3.0%			
Starting Police Officer		\$53,373.00	\$2,052.80	\$25.66
After one year		\$58,656.00	\$2,256.00	\$28.20
After two years		\$65,104.00	\$2,504.00	\$31.30
After three years		\$72,259.00	\$2,779.20	\$34.74
After four years		\$80,205.00	\$3,084.80	\$38.56
Sergeant		\$92,082.00	\$3,541.60	\$44.27

Section 22.2 Effective Dates. Each annual increase within the rank of Police Officer shall become effective on the first day of the first full pay period following the member's anniversary date of hire. When a member is promoted to Sergeant, the rate shall be changed to the rate provided for the Sergeant's rank, effective the date of promotion.

Section 22.3 Application of Pay Rates. The rates of pay set forth in Section 22.1 are based on full-time employment of forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period, and two thousand eighty (2,080) hours annually, and shall be used to calculate wages in paid status.

Section 22.4 Pay Period. All members shall be paid on a bi-weekly basis (or pay period). The pay period shall consist of eighty (80) hours during fourteen (14) consecutive calendar days [two (2) consecutive regular workweeks].

Section 22.5 Shift Differential. The shift differential is \$0.95 per hour for all hours actually worked on second or third shift.

Section 22.6 Initial Hire Rate. A newly hired Police Officer who has been certified by the Ohio Peace Officers Training Council and has at least two (2) years of law enforcement experience prior to date of hire may be compensated upon hire at any rate of pay up to the "after two years" hourly rate, as determined by the City.

ARTICLE 23

WORKING OUT OF RANK

Section 23.1 Working out of Rank. A member who is required to accept responsibilities and carry out the duties of a position or rank above that which the member normally holds shall be paid at the rate for that position or rank while so acting. A procedure by which a member is selected to serve in a position or rank above that which the member normally holds has been established by the Chief. Such procedure may be amended by the Chief at the Chiefs discretion. Prior to any such amendment, the Chief shall meet with the Lodge's Labor Relations Committee to discuss the proposed amendment.

ARTICLE 24

LONGEVITY PAY

Section 24.1 Longevity Pay. Members shall receive an annual longevity payment based on completed years of continuous service with the City. For the purpose of this calculation, the time a member is on unpaid leave of absence (excluding military leave) shall not count towards the member's continuous service with the City. Upon the fifth anniversary date of the member's continuous service with the City, the member shall be eligible for a \$600.00 base longevity payment. For each additional year of continuous service beyond five years, each member shall be eligible to receive an additional \$40.00 longevity payment.

Section 24.2 Payment. Payment shall be made in one lump sum, included with Holiday Pay, in December of each year. Payments shall be calculated and made based upon completed years of service as of December 31 of said year.

Section 24.3 Separation Payment. If, after completing five (5) years of continuous service, a member separates from service in good standing, the total amount of longevity payment due for the year of separation shall be prorated on the number of months worked by the member in that year. If a member is killed in the line of duty, the member's spouse or, secondarily, the member's estate shall be paid the full amount of the longevity due for the member for the year without any proration.

ARTICLE 25

HOURS OF WORK

Section 25.1 Workday/Workweek. The regular workday and workweek for members will be determined by the Chief of Police. The regular workweek for members shall be forty (40) hours. Some regular workday assignments for members may call for ten (10) hour days with three (3) days off, while other regular assignments may call for eight (8) hour days with two (2) days off. Normal scheduling will call for consecutive days off.

- A. Scheduling assignments for shift changes, training seminars, or other extenuating circumstances, shall not constitute a violation of the consecutive days off provision of this Section.
- B. If the consecutive days provision of this Section is varied, the City shall maintain an eighty (80) hour work period as set forth in Section 25.2 of this Article.
- C. No variation of regular scheduling assignments, including variation of consecutive days off, shall be done for disciplinary reasons.

Section 25.2 Compensatory Time. A member who is entitled to overtime payment, may elect, at such time as the overtime is earned, to take equivalent compensatory time off, in lieu of cash payment, at a later time. The use of compensatory time off must be scheduled through, and approved by, the Chief or designee. If a request is submitted at least seven days but not more than 45 days in advance, such requests shall not be denied solely because approval of the request may result in scheduling another member to work in an overtime status. Members may accumulate a maximum of one hundred and twenty (120) hours of compensatory time at any one time. Upon termination for any reason, all accumulated compensatory time shall be paid to the member at the member's then current rate of compensation. Upon a member's death, this payout shall be made to the member's surviving spouse or, secondarily, the member's estate.

Section 25.3 Substitution (Trading) of Time. If a member with the approval of the Chief or designee, and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded from the calculation of hours for which the member is entitled to overtime. The Division is permitted, but not required, to keep a record of the hours of the substitute work. Traded time is not required to be effective within the same pay period.

ARTICLE 26

OVERTIME

Section 26.1 Overtime. All hours worked in addition to those hours scheduled to be worked by a member during a regularly scheduled workday or workweek shall be compensated at the overtime rate of one and one-half (1-1/2) times the member's regular rate of pay. The overtime computation shall not be diminished as the result of a member's taking approved leave (e.g., sick leave, holiday leave, or vacation leave) during the regular work period. The regular rate of pay shall include the member's straight-time hourly rate, working out of rank hourly rate (if applicable), shift differential (if applicable), and annual longevity pay (if applicable). Overtime computed on the member's straight-time and/or working out of rank hourly rate and/or longevity pay shall be paid on a pay period basis and shall be included in the compensation for the pay period. Overtime owed to a member on the shift differential component of the regular rate of pay shall be paid in a lump sum issued to the member in January immediately following the calendar year in which such overtime was earned.

Section 26.2 Computation and Payment. A member's overtime shall be computed on a work period basis and shall be included in the compensation for the pay period which included the last day of the work period.

Section 26.3 Call-In Pay. A member directed to work any portion of a shift which is not continuous with his/her regularly scheduled shift shall be compensated for a minimum of three (3) hours of work at the overtime rate for such call-in so long as such payment does not overlap with other overtime payments to the member. This provision shall apply to court time.

Section 26.4 Stand-By Pay. The City shall comply with the requirements of the Fair Labor Standards Act in regard to compensation for stand-by activities. If a member receives a subpoena for which "telephone stand-by" applies, the member will be called between 11:30 a.m. and 12:30 p.m. on the date of the subpoena if the member will be needed in court. The member must be available by telephone during this time. If the member does not need to appear, the member will receive one (1) hour of overtime compensation. Members are entitled to one hour of overtime compensation for any cancellations that occur on the date of the subpoena. When the member submits his or her overtime slip and subpoena to his or her supervisor, it shall indicate whether or not the member appeared in court.

ARTICLE 27

RATES OF PAY FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 27.1 Return to Duty. If a member is permitted to return to duty in the same rank after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive

the step rate in the pay grade corresponding to the step rate the member received at the time of separation. The member shall be paid at this rate until the member is eligible for advancement to the next higher step, with credit being given for time previously served prior to the separation.

Section 27.2 Return from Military Service. Any member who leaves or who has left the City service to enter the active service of the Armed Forces of the United States and who subsequently is reinstated to a position previously held by the member shall be entitled to receive compensation at the step rate to which the member would have been entitled had the member's service with the City not been interrupted by service in the Armed Forces.

Section 27.3 Reduction in Rank. Whenever a member is reduced from one rank to another for disciplinary or other reasons, the member's rate of pay shall be the rate for the lower rank at the step which the member would have achieved based on the member's length of service in the Department; or if reduced within a rank, at the step which the member previously achieved prior to the reduction.

Section 27.4 Recall from Layoff. A member who is recalled from layoff shall be reinstated at the step which the member would have received had the layoff not occurred and the member shall advance therefrom suffering no loss of seniority or break in service for the time during which the member was laid off.

Section 27.5 Reinstatement from Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 28

HOLIDAYS

Section 28.1 Holidays. The following days are declared to be holidays which will be observed by members:

First day of January
Third Monday in January
Third Monday in February
Last Monday in May
Fourth Day of July

First Monday in September
Second Monday in October
Eleventh day of November
Fourth Thursday in November
Twenty Fifth day of December

Section 28.2 Special Holiday. In addition to the dates listed in Section 28.1, any day declared by the Mayor as a special holiday shall be observed as a holiday.

Section 28.3 Holiday Pay. All members shall receive holiday pay for each of the holidays specified in Sections 28.1 and 28.2; provided, however, that if a member is scheduled to work on a holiday but calls in sick for the holiday only, the member shall not receive holiday pay for that holiday. Holiday pay shall be made in a lump sum

payment in the first pay period in December of each year. The wage rate to be used to calculate the lump sum payment shall be the hourly rate earned by the member on the date of payment. The rate of pay for each holiday will be equivalent to eight (8) hours straight time pay.

Section 28.4 Holiday Work. For each holiday observed on a member's workday, said member shall work that holiday unless the member is granted the day off by the Chief, or designee, through the use of vacation leave or compensatory time. If a member is not scheduled to work an observed holiday, but is directed to do so because of emergency conditions, the member shall receive compensation at the overtime rate for all hours actually worked on the holiday.

Section 28.5 Termination. Upon termination for any reason, members who are eligible for holiday payment will be paid, as part of their terminal pay, the final partial year holiday pay on a prorated basis. Prorated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of the termination.

ARTICLE 29

VACATION

Section 29.1 Vacation Accrual. Each member after one full year of completed service with the City, and thereafter, shall be entitled to vacation leave with pay at the member's straight-time rate, and such vacation leave shall accrue to the member each pay period according to the following schedule and subject to the following accrual limits:

<u>YEARS OF SERVICE</u>	<u>Bi-Weekly ACCRUAL RATE</u>	<u>Paid Vacation HOURS</u>	<u>Accrual LIMIT BALANCE</u>
Less than 3 years	3.7	96	192
After 3 years	4.4	116	232
After 8 years	5.3	138	276
After 12 years	6.8	176	352
After 17 years	7.5	196	588
After 22 years	8.3	216	648

Section 29.2 Personal Leave. Each member shall receive one personal leave day each calendar year. Personal leave hours must be used in the calendar year in which they accrue. No personal leave hours shall carry over from year to year.

Section 29.3 Scheduling and Approval. All vacation and personal leave must be scheduled through and authorized by the Chief (or designee). Members may take their vacation leave in increments of one (1) hour.

Section 29.4 Vacation Accrual Limits. Members with less than seventeen (17) years of completed service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for two (2) years at their current accrual rate. Members shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two years. Such excess leave shall be eliminated from the members balance.

Members with seventeen (17) or more years of completed service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for three (3) years at their current accrual rate. Members shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the member's balance.

Forfeiture may only be avoided if the member has applied for vacation leave at least thirty (30) days prior to forfeiture, but is prevented from vacation leave usage because of solely due to the Department's scheduling constraints. The decision as to whether forfeiture is to be avoided rests solely with the Chief. The Chief's decision in this regard is not grievable by the member.

Section 29.5 Anniversary Date. Members hired prior to January 1, 1981 will use the first day of January of the year of hire, rather than the day of actual hire as an anniversary date for the determination of vacation leave benefits.

Section 29.6 Unpaid Vacation Leave. A member may be granted a voluntary vacation leave, without pay, if so requested in writing by the member and authorized in writing by the Chief.

Section 29.7 Vacation Pay Upon Separation. A member who is to be separated from the City service for any reason, shall be entitled to compensation at the member's current rate of pay for all lawfully accrued and unused vacation leave to the member's credit at the time of separation. Should a member die while in paid status, any accrued but unused vacation leave shall be paid in a lump sum to the member's surviving spouse or, secondarily, to the estate of the deceased.

ARTICLE 30

SICK LEAVE

Section 30.1 Sick Leave Accrual. All members shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each pay period and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be cumulative in succeeding years without limit.

Section 30.2 Use of Sick Leave. A member may use sick leave, upon approval of the Chief, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness, injury in the member's immediate family (this determination to be within the authority of the Chief); and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time.

Section 30.3 Sick Leave Verification. Not less than one (1) hour before starting his or her shift, a member needing to use sick leave shall inform the on-duty supervisor of the fact, except in the case of provable inability to make a telephone call. A member will not be required to furnish upon returning to duty a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 30.2 above, for absences of three (3) consecutive days or less. However, the member shall be required to furnish such a certificate following an absence in excess of three (3) consecutive working days. Members shall be required in all cases to furnish a written, signed statement to justify the use of sick leave.

Section 30.4 Abuse of Sick Leave. In the event there is probable cause to believe a member is abusing sick leave, the City may require the member to justify his/her use of sick leave by obtaining a physician's certificate, at City expense, from a physician designated by the City. In addition, or in the alternative, the City may require the member to obtain a certificate from the member's doctor at the member's own expense, or other verification of illness or injury acceptable to the City, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

- A. Grounds for suspicion of abuse shall include, but not be limited to, information received by the City that the member is, or was, during any time for which sick leave is claimed:
1. Engaging in other employment;
 2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;
 3. Present in any place inconsistent with a claim of illness or injury;
 4. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the member can produce verification (such as hospital or medical clinic admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that the member's absence was for reasons directly related to the treatment of the member's illness or injury.

5. Pattern of sick leave usage.
6. Any member who is suspected of abusing sick leave shall be confronted with such suspicion by the member's supervisor and given an opportunity to explain the member's use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above.

Section 30.5 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provision shall be charged in increments of not less than one-half (1/2) hour. Members who, after reporting to work, are then sent home on sick leave shall be charged for actual hours absent.

Section 30.6 Sick Leave Credit on Return Service. A member who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his/her layoff or leave.

Section 30.7 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred member's use.

Section 30.8 Pay of Accumulated Sick Leave. All members, at the time of their retirement, death (other than being killed in the line of duty), or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the member's straight-time rate of pay at retirement, resignation for one-fourth (1/4) of the member's accrued but unused sick leave, up to a maximum accrued of two thousand eight hundred (2,800) hours. Payment for a member who dies shall be paid to the member's surviving spouse or, secondarily, to his or her estate.

Section 30.9 Payment of Sick Leave to a Member Killed on Duty. If a member is killed in the "line of duty" the City shall pay the member's surviving spouse or, secondarily, the member's estate, all of the member's accrued, unused sick leave as of the member's date of death. This Section applies to all members without regard to their length of service. Payment shall be made at the member's straight-time rate of pay as of the member's date of death. For purpose of this Section, "line of duty" means: (1.) The member was performing official department business at the time of his/her death; or (2.) The member's death proximately resulted from the member's performance of his/her lawful duties as a law enforcement officer.

Section 30.10 Sick Leave Reciprocity. During January of each year, each member who has accumulated one hundred twenty (120) or more hours of sick leave at the time of sign-up has the option of receiving payment in cash for unused sick leave hours at the end of the preceding fiscal year provided such member was entitled to sick leave benefits during all of the twenty-six pay periods of the previous year and is in paid status or on authorized leave without pay at the end of each fiscal year based on the following calculation table:

A. If a member works an 8 hour/5 day schedule:

<u>CASH BENEFIT CALCULATION TABLE</u>	
<u>Hours of Sick Leave Taken</u>	<u>Cash Benefit Hours Allowed</u>
0-8	64
9-16	52
17-24	32
25-32	24
33-40	16
Greater than 40	0

B. The following provisions apply:

1. Each member who qualifies for sick leave benefits as of the first pay period of each year, shall notify the City by February 1 of that year, on a form to be provided by the City, if the member wishes to participate in the reciprocity plan. The period to be utilized in calculating sick leave reciprocity benefits shall be the year for which payment is to be made. Any member may withdraw from the plan prior to the end of the twenty-fourth (24th) pay period of each year upon the written notification to the City.
2. The number of reciprocity hours paid each member will be subtracted from the total accrued unused sick leave. The remainder of the member's unused sick leave will be carried forward each year as the current sick leave account.
3. The payment will be made in January of the following year. The payment will be at the member's straight-time hourly rate in effect as of the final pay period of the year preceding payment.
4. A member who is eligible to participate in the provisions of Section 30.10 is limited to and must elect only one of the following options:
 - a. Not to participate in any of the provisions.
 - b. To participate solely in the provisions of this Section.

ARTICLE 31

OTHER LEAVES

Section 31.1 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 step children, current daughter-in-law, current son-in-law, current stepmother or stepfather, ex-spouse with whom the members has children, legal guardian or person who serves in loco parentis, the member shall be granted up to two (2) working days with pay, the second day to be charged to accumulated sick leave.

In the event of the death of a member's grandparents, grandchildren, current brother-in-law, current sister-in-law or any other relative of the member residing in the member's home the member shall be excused for one (1) working day with pay. The City may request proof of death and of the relationship in question.

If additional time is necessary for bereavement purposes, the member may use up to one (1) day of sick leave for a death occurring in the State, and up to three (3) days of sick leave for a death occurring out of state. The Chief may at his/her discretion authorize additional time off for bereavement by allowing the member to use vacation, compensatory, personal, or sick time, in that order, so long as such additional time does not interfere with the Division's business needs.

Section 31.2 Special Leave. In addition to other leaves authorized within this Contract, the Chief at his/her sole discretion may authorize special leave of absence without pay. The Chief's decision as to special leave is not grievable.

Section 31.3 Jury Duty Leave. A member, while serving upon a jury in any court of record, will be paid his/her straight-time hourly rate for each of the member's workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Chief who will then deposit such funds with the City.

Section 31.4 Military Leave. The City shall comply with Ohio Revised Code Section 5903.03 and 5923.05 as to the granting of paid military leave.

Section 31.5 Examination Leave. Time off with pay shall be allowed to members to take a City Civil Service test or take required examinations, pertinent to their employment, as determined by the Chief, before Public Licensing Boards.

Section 31.6 FMLA Leave. The rights, duties, and obligations of employees and employers conferred by and arising under the Family and Medical Leave Act ("FMLA") shall apply to and be retained by the City and members, respectively. Any and all paid

and unpaid leave taken by a member pursuant to a provision of this Contract which qualifies as FMLA leave shall be so concurrently designated by the City, and such Contract leave shall not be supplemental to said FMLA leave.

ARTICLE 32

INJURY LEAVE

Section 32.1 Injury Leave. Separate and apart from the provisions in this Contract related to sick leave, each member may be allowed injury leave with pay, not to exceed twenty-six (26) weeks (1,040 hours), for an injury or injuries received in the course of and arising out of his/her employment with the City. In order to be eligible for injury leave a member must complete a departmental injury leave request form and apply for Worker's Compensation. A claim for injury leave based upon heart disease and respiratory diseases will be considered on a case by case basis as to whether the illness was caused by and arose out of the member's employment with the City.

Section 32.2 Use. The following conditions apply to the use of injury leave.

- A. The usage of paid injury leave shall become effective immediately following the date of injury, provided the injury leave is approved.
- B. The member shall obtain and present to the City a medical report from his/her personal physician and/or licensed medical practitioner which sets forth that the member is unable to perform the duties of his/her employment due to an injury or injuries sustained in the course of and arising out of his/her employment with the City. The City may then either approve or deny the request or defer consideration of the request until the member is examined by a City-designated physician, who shall furnish a medical report to the City as to whether the member is unable to perform the duties of his/her employment due to an injury or injury received in the course of and arising out of his/her employment with the City.
- C. If the member's request is denied by the City after the procedure set forth in paragraph B has been used, then the City shall be obligated to approve the injury leave request only if the Bureau of Worker's Compensation either approves medical payments in connection with the injury or if the Bureau approves wage benefits in connection with the injury.

Section 32.3 Coordination with Worker's Compensation. The granting of injury leave is subject to a member's signing of an agreement, between the member and the City, whereby the member agrees to reimburse the City for any wage benefits received by the member from the Bureau of Worker's Compensation for the time period for which paid injury leave is awarded.

Section 32.4 Payment Pending Approval. While the member's request for injury leave is pending, the member may elect to use accumulated sick leave, vacation leave, or compensatory time. Once injury leave is approved, such time usage shall be re-credited to the member's appropriate leave balance(s).

Section 32.5 Extension of Injury Leave. After all approved injury leave is used, the member may elect to use any accumulated sick leave, vacation leave, or compensatory time due him/her. A member may request an extension of injury leave for up to an additional twenty-six (26) weeks, provided that the member is not able to return to duty at the expiration of the initial twenty-six (26) week period of injury leave. The Mayor, upon recommendation of the Chief, has the authority to grant or deny the member's request and such decision shall not be subject to the grievance or arbitration provisions of this Contract.

ARTICLE 33

TUITION REIMBURSEMENT PLAN

Section 33.1 Eligibility. The intent of this Article is to benefit both members and the City through education. All course work eligible for reimbursement shall be subject to the following rules and conditions:

A. The following degree programs are approved for tuition reimbursement:

Accounting (Associates only)	Political Science
Common Foreign Languages (As approved by the Chief of Police)	Public Administration
Computer Sciences (Up to a Bachelors)	Public Relations
Criminal Justice/Law Enforcement	Social Sciences (Psychology, Sociology, Criminology)
Organizational Leadership & Management	Others as approved by the Chief of Police
Physical Education (Associates only)	

- B. Reimbursement is limited to course work as listed in paragraph A up to and including one bachelor's and one master's degree. Reimbursement for course work beyond the master's degree level will not be approved. Any request for approval of course work for which reimbursement will be sought must be made by the first day of September in the year prior to that in which tuition reimbursement will be requested; requests for course work approval received after this date will be approved contingent upon adequate departmental budget resources.
- C. The maximum amount any member may be reimbursed hereunder for any one (1) calendar year is Three Thousand Five Hundred Dollars (\$3,500.00) towards an associate's, bachelor's or master's degree.
- D. Should any amount of reimbursement be subject to taxation as income, the full amount of the tax shall be the responsibility of the member. It is further agreed that any amount received as reimbursement under this Article shall not be considered in calculating the recipient's "regular rate of pay."
- E. All courses must be taken, to the best of the member's ability, during non-scheduled working hours. Any attendance at class hours of instruction during work hours must be approved by the Chief in advance. Any situation which would require a member's presence on the job (i.e., mandatory training, or emergency overtime) shall take complete and final precedence over any time scheduled for courses. Reimbursement shall not be denied where a member is prevented from satisfactory completion of course work solely because the member was called back to duty under the provisions of this paragraph.
- F. Any financial assistance from any governmental or private agency which is reasonably available to a member, whether or not applied for, shall be deducted from the full tuition reimbursement the member is eligible to receive under this section. Financial assistance does not include student loans guaranteed or provided by any governmental or private entity.
- G. No reimbursement shall be granted for books, paper, supplies of any nature, transportation, meals or any other expenses connected with any course, except the cost of instructional fees, including required lab fees.
- H. Reimbursement for instructional fees for approved course work will be made only when the member presents to the Chief (a) an official certificate or a grade report confirming the member's grade(s); (b) a fee card; and (c) a receipt of payment.

- I. Reimbursements may also be made to members for any approved course credit gained from a credit by examination or credit through experience program. Reimbursement shall be limited to the actual testing expense or amount charged by the institution to credit the employee for past achievements. Reimbursements shall be subject to the provisions of this Section.

Section 33.2 Resignation, Retirement Or Discharge. If a member resigns, retires or is discharged prior to the completion of two (2) years of employment following the completion of any course work, the member shall repay the tuition reimbursement paid by the City for courses taken within the previous two (2) year period. For coursework at the master's degree level, this period shall be increased to three (3) years. If necessary, the amount owed by the member shall be deducted from the member's final paychecks and/or any other severance pay due the member. In the event of the death of a member, such reimbursement shall be waived by the City. In the event a member resigns to commence receipt of disability retirement benefits, such reimbursement may be waived by the City at the sole discretion of the Mayor.

ARTICLE 34

INSURANCE

Section 34.1 Insurance. The City shall offer members the opportunity to elect group health care and dental care insurance program(s). The group health care insurance program shall include comprehensive hospitalization, surgical, major medical, prescription drug, dental care, vision and an employee assistance program. A joint City/FOP/IAFF insurance committee ("Insurance Committee") consisting of one (1) representative from each Department or Division including one (1) representative selected by the Lodge, and one (1) from the IAFF shall meet with the Director of Finance to confer, review proposals and provide input for the group health care, vision and dental care programs being considered by the City for the following calendar (or insurance contract) year, and shall make such recommendations to the City to select group health care (comprehensive hospitalization, surgical, major medical, prescription drug) vision and dental plans in a manner that achieves the objectives of providing coverage within the anticipated budgetary constraints. The coverage and benefits shall be substantially similar to those in effect in December 2013. The City shall provide eligible employees with plan enrollment forms and benefit information and shall assist employees and their covered dependents in obtaining coverage.

Section 34.2 Health and Dental Care Insurance Premiums. Effective December 1, 2013 the City's percentage shall remain 85% and the member's percentage shall remain 15%. Member's premium payments shall be made by payroll deductions. The City will maintain a Section 125 plan that conforms with current IRS regulations, and members shall be eligible for participation in the Section 125 plan.

Section 34.3 Life Insurance. The City shall provide \$75,000 group term life insurance coverage for each member. The City shall pay 100% of the premium for this coverage. The total amount of coverage shall be doubled for a member killed in the line of duty.

Section 34.4 Liability Coverage. The City shall continue to provide professional liability coverage at the level of coverage in effect on August 7, 2013 at no cost of the member. If authorized by law, the City may reduce the amount of liability coverage, provided that the City will continue to indemnify and reimburse the cost of defense and protect members from loss, liability, claims and suits resulting from their duties as law enforcement personnel of the City.

Section 34.5 Insurance Carriers. The City retains the right to select or change insurance carriers for all insurance coverage provided by the City. The City also retains the right to self-insure any or all portions of the insurance coverage. The City shall give the Lodge reasonable advance notice of a change in carrier or undertaking self-insurance.

ARTICLE 35

UNIFORMS

Section 35.1 Uniform Parts and Equipment.

- A. The City shall furnish uniforms and equipment to all members at no cost to the member.
- B. The City shall provide replacement parts to replace the parts which have become worn, damaged, otherwise unserviceable, lost or stolen, if not due to the member's negligence, as determined by the Chief of Police.

Section 35.2 Protective Body Vests.

- A. Protective body vests shall be an item of initial issue paid for by the City upon a member's appointment to the Department. The protective body vest shall be newly purchased to properly fit the member.
- B. To ensure officer safety and to take advantage of the protective body vests provided by the City, all members hired are required to wear their issued vest or an approved vest of their own purchase at all times while on uniformed duty.
- C. Members assigned to plain clothes will be required to wear a protective vest when taking enforcement actions such as serving arrest warrants, search warrants, or while on surveillance, but will not be required to wear a vest on other routine duties.

- D. Protective body vests shall be rated to meet or exceed National Institute of Justice standards for Level 3A armor. This standard shall apply to replacement vests as provided in Section 35.2(D).
- E. Protective body vests issued by the City shall be replaced every five years by the City, at its expense, except where the vest becomes unserviceable because of normal use in less than a five-year period. Should the vest become unserviceable under those circumstances, the City shall replace the member's vest at its expense. If the City determines that a vest is subject to a replacement solely due to abuse by the member, the member shall bear the cost of replacement.

Section 35.3 Damaged or Destroyed Personal Property. Personal property of a member which is damaged or destroyed (not lost) in the line of duty shall be replaced by the City at no cost to the member. Requests for replacement of damaged personal property will be submitted in writing to the Chief of Police for approval. Such requests shall include a statement of the circumstances leading to the damage.

Under some circumstance, lost personal property may be replaced in full value or partial value if the loss occurs during the line of duty and if it can be shown that reasonable precautions would not have prevented such a loss. The Mayor shall review any claim for the replacement of lost personal property that in the opinion of the Chief of Police is worthy of such consideration. The City shall not be responsible for replacing personal items damaged or destroyed as the result of the gross negligence of the member.

Section 35.4 Reimbursement to Members. The City shall reimburse each full-time plainclothes member designated by the Chief of Police up to One Thousand Dollars (\$1000.00) per year for the purchase of clothing items suitable to the member's assignment. A member assigned to plain clothes on a part-time assignment by the Chief of Police may receive reimbursement up to \$250.00 per year.

ARTICLE 36

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 36.1 Joint Statement. The City and the Lodge recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement by maintaining a drug and alcohol-free workplace.

Section 36.2 Definitions.

- A. "Illegal Drugs" means controlled substances listed in 21 C.P.R. Part 1308 that are not being used under the supervision of a licensed physician.

- B. "Abuse of Prescription" Drugs means (1) to intentionally use a prescription drug contrary to the instructions of the licensed physician who prescribed it or the instructions that accompany the drug in the absence of physician's instructions, (2) to obtain prescription drugs under false pretenses, or (3) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing physician.
- C. "Misuse of Alcohol" means to consume ethyl methyl or isopropyl alcohol in violation of this Article.
- D. "Reasonable Suspicion" means an articulated belief based on information and observations and reasonable inferences from such information and observations, which would suggest that a member may be in violation of this Article.
- E. "Refuse to Cooperate" means (1) to obstruct the specimen collection process, (2) to attempt to or to tamper with the collection or testing process, (3) to fail to provide a breath and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.
- F. "Under The Influence Of Alcohol" means an alcohol concentration of .04 or more.

Section 36.3 Prohibitions.

- A. Members shall be prohibited from:
- B. Reporting to work or working under the Influence of alcohol;
- C. Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicle, except when authorized in the line of duty;
- D. Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place. except when authorized in the line of duty;
- E. Abusing any prescription drug and/or non-prescription drug;
- F. Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

Section 36.4 Drug and Alcohol Testing Permitted.

- A. Reasonable Suspicion. Where the City has reasonable suspicion to believe that: (i) a member is being affected by the use of alcohol or consuming or possessing alcohol in violation of this Article (i.e., not in the line of duty); or (ii) is abusing prescription or non-prescription drugs; or (iii) is possessing (not in the line of duty) or using illegal drugs, the City shall have right to require the member to submit to alcohol or drug testing as set forth in this Article. Members shall not be subjected to random testing for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in Section 36.7(E).
- B. Pre-employment testing. Nothing in this Contract shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Lodge has no role or responsibility with regard to any such pre-employment testing.

Section 36.5 Order to Submit to Testing. A member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this Article shall subject the member to discipline. By taking a test under this Article, however, a member shall not be construed as waiving any objection or right that he or she may possess. Prior to any testing, the member will be verbally informed of the reason for the test. The City shall provide the member with a written notice setting forth the information and observations which form the basis of the order to test within 72 hours of the time the member is ordered to submit to reasonable suspicion testing when reasonably possible.

Section 36.6 Test to be Conducted. In conducting the testing authorized by this Contract, the City shall comply with the following:

- A. The vendor selected by the City to perform drug tests shall be federally certified to do drug testing and shall maintain a laboratory in Ohio when reasonably possible in which testing shall be done. Personnel employed by the lab shall be certified as required by federal certification requirements. The vendor selected by the City to perform breath tests shall hold all legally necessary licenses.
- B. Collection of samples shall be conducted in a manner which is consistent with acceptable standards and guidelines. Strict chain of custody procedures which are consistent with the United States Department of Health and Human Services (HHS) guidelines must be followed for all samples. The Lodge and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose.

- C. Urine specimens shall be collected in private.
- D. A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result.
- E. Members have the right for a Lodge representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means one hour or more; for drug tests, "unreasonable delay" means two hours. Prior to submitting a specimen, the member will be asked to sign a consent-refusal form.
- F. The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatograph/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least 12 months, for the duration of any grievance, disciplinary action, or legal proceeding, whichever is longer.
- G. The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive.
- H. An initial positive alcohol level of .04 grams or higher per 21OL. of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol.
- I. Provide each member tested with a copy of all information and reports received by the City in connection with the testing and the results upon request.

Section 36.7 Disciplinary Action. The City will not discharge a member who tests positive a first time (unless the member tests positive for use of a controlled substance, the use or possession of which in any amount would constitute a felony), provided the member fulfills the obligations set forth in (a) through (f) below. A member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (a) through (f) below may be disciplined up to a written reprimand. A member who tests positive for alcohol at a level in the range of .04 to .09 for a second time or who tests positive the first time for alcohol above the .09 level or who tests positive for any other prohibited substance for the first time and, who cooperates in fulfilling the obligations

forty (40) work hours. This limitation on discipline shall not limit the City in imposing discipline up to and including termination, for gross misconduct which may be coincident with a member's improper drug and alcohol use. A member who tests positive the first time (or second time for alcohol in the range of .04 to .09) must do the following in order to take advantage of the foregoing limitations on discipline:

- A. Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.P.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
- B. Successfully complete all counseling treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional.
- C. Discontinue (and not resume) the use of illegal drugs and misuse of alcohol;
- D. Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the member, to disclose to the Chief of Police the member's evaluation, progress, cooperation, drug or alcohol use, successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the member performing job duties or returning to active duty;
- E. Agree to a return to duty test (which must be negative before the member will be released to return to his/her regular assignment) and submit to follow-up testing, at times determined by the City, up to seven times in a 24 month period for violations involving illegal drugs and up to three times in a twelve month period for violations involving alcohol.
- F. Agree that during or after this follow-up testing period in (E) above, if the member tests positive again or otherwise violates this Article the member may properly be terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge. Members who test positive more than once may be discharged (except for a second positive test for alcohol in the range .04 to .09, where the maximum discipline is a suspension as provided above). Members who refuse to cooperate in a permitted test may be discharged

Section 36.8 Right of Appeal. The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this Contract is grievable.

Section 36.9 Duty Assignment after Treatment. Once a member successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment.

Section 36.10 Records Retention and Use. Records of a positive drug or alcohol test or refusal to submit to such test as provided in this Article shall be maintained for a period of six years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced above. At the conclusion of the six-year period or any extension of such six-year period caused by a subsequent positive test, refusal to submit to a test, or failure to comply with rehabilitation program requirements, all records of positive test or refusal to submit to such test shall be removed from City files.

ARTICLE 37

PROMOTIONAL APPOINTMENTS

Section 37.1 Promotional Appointments. When filling promotional vacancies, the City shall appoint one of the three candidates certified by the Civil Service Commission. When the eligible list contains fewer than three names, the City may appoint one of the candidates to the vacant position, or make a provisional appointment.

ARTICLE 38

SPECIAL DUTY

Section 38.1 Special Duty. Special Duty is defined as employment of a member by a separate and independent employer to perform law enforcement or related activities, under provisions whereby (1) the member is hired by a separate and independent employer to perform such duties; (2) the City facilitates the employment of the member by a separate and independent employer; or (3) the City otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at his or her option, agrees to be employed on special duty, the hours the member is employed by the separate and independent employer in law enforcement or related activities shall be excluded by the City in calculation of the hours for which the member is entitled to overtime compensation.

Section 38.2 Special Duty Pay. Special duty employment for all members shall be subject to the approval of the Chief and shall be compensated 15% above the hourly rate of the top step for Police Officer, rounded to the next highest 50 cents, which is in effect at the time the special duty work is performed.

Section 38.3 Restrictions on Special Duty. A member shall not be employed in a special duty capacity to work:

- A. More than twenty-five (25) hours of special duty per week, except where such member is on leave (other than sick, injury or disability leave), it being the intent of this provision to limit the total number of scheduled and special duty hours worked in one work week to not more than sixty-five (65) hours in the aggregate;
- B. Inside any retail establishment where alcoholic beverages are sold for consumption on the premises;
- C. In plain clothes outside the City of Grandview Heights; or
- D. As a bodyguard.

Section 38.4 Use of City Property. A member who works in a special duty capacity may wear his or her uniform and may use such other equipment and property of the City as may be available for such use without interfering with the operations of the Police Department.

ARTICLE 39

MISCELLANEOUS

Section 39.1 Field Training. Each member who serves as a Field Training Officer will receive two dollars and fifty cents (\$2.50) per hour for each hour the member serves. If the designated member is not available for duty and another member serves as a field training officer on a temporary basis, that member shall not be compensated for serving.

Section 39.2 Duty Weapon. Upon retirement, a member shall be permitted to purchase his/her City-issued duty weapon and badge for one dollar (\$1.00). The City shall provide the surviving spouse of a member who dies while employed, or an immediate family member designated by the member who dies while employed, the member's City-issued badge as a memorial to the deceased member.

Section 39.3 Leave Donation. A member may voluntarily donate sick leave or vacation leave time to other members in accordance with the City's leave donation ordinance and policy.

ARTICLE 40

DURATION

Section 40.1 This Contract shall be effective as of January 1, 2014, and shall remain in full force and effect through midnight, December 31, 2016.

SIGNATURE PAGE

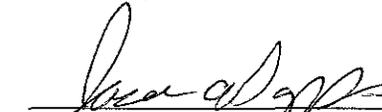
In witness whereof, the parties have hereunto signed by their authorized representatives this 19 day of September, 2013.

FOR THE CITY OF GRANDVIEW HEIGHTS

FOR THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9



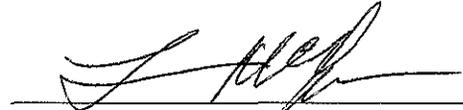
Ray E. DeGraw, Mayor



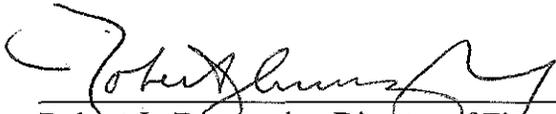
Jason Pappas, President
Capital City Lodge No. 9, FOP



Patrik G. Bowman, Director of Administration



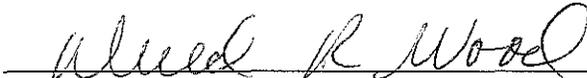
Sergeant Tom McCann, Member
Lodge Negotiations Team



Robert J. Dvoraczky, Director of Finance



Officer Ryan Starns, Member
Lodge Negotiations Team



David Wood, Police Chief

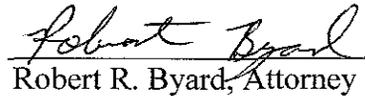


Officer Greg Gillespie, Member
Lodge Negotiations Team

Approved as to form:



Marie-Joëlle C. Khouzam, City Attorney



Robert R. Byard, Attorney

Approved by the Grandview Heights City Council on the 16 day of Sept 2013, by Ordinance Number 2013-26.

RECORD OF ORDINANCES
City of Grandview Heights

Ordinance No. 2013-26

Passed Sept 16, 2013

An Ordinance authorizing the Mayor and Director of Finance to enter into an Agreement for Salaries and Benefits with the Capital City Lodge #9 of the Fraternal Order of Police, and declaring it an emergency.

WHEREAS, the City of Grandview Heights, Ohio and Capital City Lodge #9 of the Fraternal Order of Police have negotiated an Agreement for wages, hours terms and other conditions of employment; and

WHEREAS, the city of Grandview Heights, Ohio and the Capital City Lodge #9 of the Fraternal Order of Police wish to mutually provide services to the residents of Grandview Heights as provided within the agreement, attached hereto and marked Exhibit A; and

WHEREAS, the passage of this ordinance as an emergency is necessary so as to preserve the public peace, health, and safety of the City of Grandview Heights for the reason that it allows for the continuation of police services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRANDVIEW HEIGHTS, OHIO THAT:

SECTION 1. The Mayor and Director of Finance are hereby authorized and directed to enter into the Agreement attached hereto and incorporated herein as Exhibit A.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety in this City for the reasons set forth in the recitals above; therefore, it shall take effect immediately upon its passage and approval by the Mayor.

Passed: Sept 16, 2013


Steven R. Reynolds, President
Grandview Heights City Council

Attest:

Deborah K. Nicodemus, CMC
Clerk of Council

Approved as to Form:

Approved Not Approved


Andrew Federico,
Acting City Attorney


Ray E. DeWitt, Mayor

Date: 9/16

I HEREBY CERTIFY THAT PUBLICATION OF THE FOREGOING ORDINANCE OF RESOLUTION WAS MADE BY POSTING TRUE COPIES THEREOF AT FIVE OF THE MOST PUBLIC PLACES IN GRANDVIEW HEIGHTS AS DETERMINED BY COUNCIL PURSUANT TO ORD. 50-80. TO WIT: GRANDVIEW HEIGHTS MUNICIPAL BUILDING, STEVENSON ELEMENTARY SCHOOL, EDISON ELEMENTARY SCHOOL, GRANDVIEW HEIGHTS HIGH SCHOOL, GRANDVIEW HEIGHTS PUBLIC LIBRARY, EACH FOR A PERIOD OF FIFTEEN DAYS COMMENCING ON THE 16 DAY OF Sept 2013


CLERK OF COUNCIL
CITY OF GRANDVIEW HEIGHTS, OH