STATE EMPLOYMENT RELATIONS BOARD

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FINAL AGREEMENT
BETWEEN
CITY OF CHILLICOTHE
AND
THE FRATERNAL ORDER OF POLICE
FIRST CAPITAL LODGE #59

Effective 7:00 AM January 1, 2012
Through
11:59 P.M. December 31, 2014

Chillicothe Police 2012 -2014

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ARTICLE 1
AGREEMENT

Section 1.1 This Agreement is between the City of Chillicothe, Ohio, hereinafter referred to as the "City" and Fraternal Order of Police, First Capital Lodge Number 59, hereinafter referred to as the "Association," "Lodge," "Union", "FOP", "OLC," "Ohio Labor Council," "Labor Council," or "FOP/OLC" and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.

It is the intent of the parties to use their best efforts to serve the citizens of the city of Chillicothe and the public in general; and to achieve better understanding, communication, and cooperation between the city, the Union, and its members in the bargaining unit, to assure the proper and uninterrupted provision of police service to the citizens; and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the City, the Union, and the bargaining unit.

Section 1.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

Section 1.3 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any court or tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement and they shall remain in full force and effect. The parties agree that if a portion or provision of this Agreement becomes invalid, then the parties shall meet within thirty (30) days to attempt to correct or change the invalid portion so that it is in accordance with the law or tribunal of competent jurisdiction.

Section 1.4 The terms of this Agreement shall be binding on the parties and may not be amended or altered by City ordinance or resolutions. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the Mayor on behalf of the City, and signed by the negotiating committee on behalf of the Union.

ARTICLE 2
RECOGNITION

Section 2.1 The City recognizes the First Capital Lodge #59 as the sole representative and exclusive bargaining agent to represent all full-time Police Officers, Police Sergeants, dispatchers, and all clerks who work solely at the Police Department's Records Division. It is also understood that it shall exclude all full-time Police Officers above the rank of Sergeant, all probationary employees, all temporary employees, all part-time employees, all seasonal employees, and all emergency employees.

Section 2.2 In the event of a new classification created within the City of Chillicothe Police Department, the City agrees to notify the Union within seven (7) days of the creation of the new classification. Within seven (7) days after the notice, both parties agree to sit down for the purpose of determining whether or not the newly created classification is to be included in the bargaining unit. Should the parties fail to agree on the inclusion or exclusion of the newly created classification into the bargaining unit, the City and the Union agree to apply to the State Employment Relations Board for a decision. The decision by the State Employment Relations Board shall be binding and final.

Section 2.3 The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any bargaining unit employee during the length of this Agreement, with the purpose to eliminate such employee from the bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

Except to the extent otherwise limited or modified by the Agreement, the management and direction of the affairs of the City are retained by the City. This includes, but is not limited to the following:

A. Perform all duties required by the City by the Statute or ordinance, or department regulations.

B. Determine the safety operations of the Police Department in accordance with reasonable municipal standards of Police Department Operations.

C. Set standards of service to be offered to the public.

D. Exercise control and discretion over the Police Organization.

E. Determine the methods by which work is to be performed, the number of employees required and the amount of City resources to be committed.

To the extent that any of the above management functions are limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedures herein. The City has no duty to bargain over its decisions or their effects.

ARTICLE 4
DUES DEDUCTIONS/FAIR SHARE

Section 4.1 The Ohio Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.
The City agrees to deduct membership dues at the rate certified by the Ohio Labor Council. One (1) month's advance notice must be given to the City prior to making any changes in the rate. The employee shall give written authorization for voluntary payroll deduction of the dues and the City shall withhold those dues and forward them to the First Chapter Lodge #59, once per month. Upon written authorization, the dues shall continue for a minimum of twelve (12) months unless the employee ceases to be a member of the bargaining unit. The twelve (12) months shall renew without any further notification by the employee.

Section 4.2 The City agrees to deduct regular Union membership dues and any fees or assessments implemented by the Union from the pay of any employee eligible for membership in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the City. Although an employee may exercise his right to membership, no employee shall have the right to challenge through the grievance procedure any action, including discipline and removal, occurring while an employee is serving his probation period. The Payroll Deduction Authorization Form, Appendix A, shall be provided by the City through the Payroll Officer.

Section 4.3 The City assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4 The City shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 4.5 The City shall not be obligated to make dues, fees or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 4.6 It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions. If a claim of error is made to the City, in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.7 Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, subject to Section 4.4, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the City and a copy of the written revocation shall be forwarded to the Union. All dues, fees and assessments shall cancel upon the termination date of this Agreement, unless the parties mutually agree otherwise.

Section 4.8 For those employees not wishing to be a member of the Union, a fair share fee shall be automatically withheld by the City and forwarded to the Union when the dues are remitted. The fair share fee shall be withheld effective on the first pay period of the employee, based on his/her date of hire and shall continue until such time the employee either becomes a member of the Union, or ceases to be a member of the bargaining unit. The withholding of the fair share fee shall not require any notice by the employee for the fair share to be withheld. Fair share fees shall not be more than the Union dues.

Section 4.9 The Labor Council is responsible for annually certifying to the City, the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining unit members. The City shall implement the fair share fee deductions subject to the provisions of this article. The Labor Council shall prescribe a rebate and challenge procedure, which complies with Section 4117.09(c) O.R.C., federal law, and any judicial decisions interpreting such laws. The Labor Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Section 4.10 The FOP/OLC hereby agrees that they will indemnify and hold the City harmless from any claims, actions, or proceedings by an employee or the Labor Council arising from deductions made by the City pursuant to this article, except the non-payment of funds deducted from the employee's pay.

ARTICLE 5
REPRESENTATION

Section 5.1 With prior approval of the Chief of Police or designee, representatives of the FOP/OLC shall be admitted to the City facilities for the purpose of processing grievances and to attend meetings.

Section 5.2 The City shall recognize six (6) bargaining unit members representing the bargaining unit members designated by the FOP/OLC to act as FOP/OLC Associates (also may be referred to as stewards) for the purpose of processing grievances and handling contract issues that occur on a day-to-day basis. The Associates shall be granted reasonable release time to attend to Union and Agreement matters within their capacity, while in the City of Chillicothe only. During the release time, the Associate may be called back and will report to duty to perform police work. Such release time shall be with the same benefits as if the Associate were working and on duty. The release time shall not be unreasonably denied, nor shall the Associates devote unnecessary City paid time to these functions. No functions of the Associate on release time will be considered overtime hours. Associates taking release time must first obtain the approval of their immediate supervisor, and may be granted based on operational demands.

Section 5.3 The FOP/OLC shall provide the City with a roster of Associates which is to be kept current at all times and shall include the following:

A. Name
B. Address
C. Home telephone number
D. Immediate supervisor
E. FOP/OLC position held

The City shall recognize no bargaining unit member as a FOP/OLC Associate until the FOP/OLC has presented the City with written certification of that person's selection.

Section 5.4 Prior to entering any work area other than his/her own work area, and prior to engaging in any representational activities provided for in this section, the Associate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity he/she is to perform. Time for representational activities provided for in this section may be granted based on operational demands.

Section 5.5 The FOP/OLC agrees that no representative or Associate of the FOP/OLC, either employees or non-employees of the City, shall interfere with, interrupt, or disrupt the normal work duties of the employees.

Section 5.6 The FOP/OLC shall be permitted, without cost, to utilize the City's intra-departmental mail system for the purpose of communicating with members of the bargaining unit. Confidential mail shall be marked as "Confidential" and shall be treated as such. The FOP/OLC agrees that the use of intra-departmental mail shall be limited to the normal conduct of

business. All mail that is placed in the intra-departmental mail system shall be the property of whom it is addressed and shall not be subject to review by others.

Section 5.7 With prior approval from the Chief of Police or designee, the FOP/OLC shall be permitted to place ballot boxes in the work place for the purpose of collecting employee's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the City or other non-bargaining unit members.

Section 5.8 Local meetings of the Chapters or Committees of the Association as they pertain to the administration of the collective bargaining unit will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of the participants on the day in question.

Section 5.9 Duly elected Association delegates or alternates to the annual or biennial convention, seminars of the Association, State Executive Board Meetings, or meetings with any State Executive Board Member, who are in the bargaining unit shall be granted time off with pay for the purpose of participating in such conventions, seminars or meetings. The Association shall give the City at least two (2) weeks' written notice of the members who will be attending such functions. In addition, any bargaining unit member elected to the State Executive Board of the Association shall receive time off without loss of pay or other benefits to attend scheduled meetings of the Association's Executive Board. Total leave of absence with pay for such Association activity or Association preparation activity shall not exceed more than thirty (30) days per calendar year as covered in this Section. No more than three (3) employees shall be granted a leave of absence with pay for Association business at one time.

Section 5.10 The City agrees to allow not more than five (5) bargaining unit representatives, and not more than two (2) professional staff of the Association to serve on the Association Bargaining Committee for time spent in actual negotiations with the City to negotiate or renegotiate this Agreement. Where such meetings occur during such bargaining unit representatives' regularly scheduled straight-time hours on the days in question they shall be attended without loss of pay or benefits. The Association will notify the City of the names and normal shift schedules of representatives selected for this purpose at least one (1) calendar week prior to the first scheduled negotiation date.

ARTICLE 6
BULLETIN BOARDS

Section 6.1 The City shall allow a locked bulletin board in each facility for the exclusive use of the FOP and FOP/OLC. The keys to such bulletin board shall be provided to the top FOP Association official in the bargaining unit, who shall be responsible for the posting and/or approving the posting of notices which employees may read when reporting to, or leaving to their work stations, or during their free time. The maximum size of the bulletin board shall be three (3) feet by six (6) feet.

Section 6.2 The FOP and FOP/OLC agrees that no notices will be placed on the bulletin board that contains:

A. Personal attacks on any City employee;
B. Scandalous, scurrilous or derogatory attacks upon the administration;
C. Attacks on any other employee organization;
D. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or Association office; and
E. Matters offensive to adults of reasonable sensibility.

ARTICLE 7
LABOR MANAGEMENT MEETINGS/DEPARTMENT MEETINGS

Section 7.1 The Safety Director and/or Chief of the Police Department will meet as often as necessary but not less frequently than every two (2) months, upon demand of the Association or the City at mutually agreeable times and places with representatives of the professional staff of the Association and not more than six (6) bargaining unit representatives. The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement;

B. Discuss grievances that have not been processed beyond the pre-arbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;

C. Notify the Association of changes knowingly contemplated by the City which only affect members of the Association; jointly discuss the need for upgrading the current employees in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of the City and thereby reduce the likelihood of changing skill requirements not being met by current personnel;

D. Disseminate general information of interest to the parties; and,

E. Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of employees in the bargaining unit.

F. Health and safety matters

G. Training issues

Section 7.2 As a courtesy and to facilitate the adjustment of work schedules, the Association representatives will personally notify the Chief in writing of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any

such meeting. An agenda of subjects to be discussed will be given in writing to the Chief ten (10) days prior to the meeting.

Section 7.3 Written responses promised to the Association from the Service Director or the Chief during such meeting to items raised by the Association representatives will be submitted to the Association's (top) representative who attended such meeting within fourteen (14) calendar days after such meeting unless the parties mutually agree to a time extension.

Section 7.4 Should these meetings start before or extend the bargaining unit representatives' regularly scheduled straight-time hours on the day in question, the City shall not be obligated to pay overtime for such additional hours. However, where the Association representatives are in attendance at meetings called for by this Section 7.1, they shall be granted equivalent, flex compensatory time off from their regularly scheduled job, on an hour-for-hour basis and during the same work week, for any hours spent at such meetings which are outside their regularly scheduled shift. If such compensatory time off cannot be taken during the same workweek due to the straight-time scheduled hours of the employees having already been met or exceeded, such compensatory time off will be granted and taken on the representatives' next workweek. Failure to grant such compensatory time off in either of those two (2) workweeks will automatically result in pay to such employees at the straight time rate.

Section 7.5 Refers only to the formal every two (2) months meeting between the City's and the Association's representatives. Nothing in Section 7.1 is intended to prohibit additional, informal meetings between the City and Association representative where there is mutual agreement of the necessity of such meetings.

Section 7.6 The Chief reserves the right to call at least two (2) department meetings per calendar year pertaining to those issues listed in Section 7.1, A thru G of this Agreement, as well as to job performance of the department. The meeting shall not exceed a two (2) hour period for each meeting, unless by mutual agreement of both parties at the meeting the time limit is extended. The meeting will be held at no cost to the City for those members attending except for on-duty shift personnel. Attendance shall be mandatory except as excused for good cause by the Chief of Police in advance. Members will be given five (5) days notice unless mutually agreed by both parties.

ARTICLE 8
NONDISCRIMINATION

Section 8.1 Neither the City nor the OLC will discriminate against any employee based on age, sex, marital status, race, color, religion, national origin, or political affiliation. The parties agree not to discriminate against any employee on the basis of his membership or non-membership in the OLC, nor to discriminate, interfere, restrain or coerce any employee or other representatives of the OLC. The OLC, within the terms of its Constitution and By-Laws and the City agree not to interfere with the desire of any employee to become and remain a member of

the OLC, and the OLC members agree not to let membership or non-membership in the OLC affect their on-the-job relationship with other employees.

Section 8.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 9.1 Crossing Picket Lines: Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety, and welfare, but only after proper arrangements have been made by the City acting upon the City's request so as to properly protect them from any possible bodily harm.

Section 9.2 No Strikes:

A. The OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Employer's premises. The OLC, its affiliates and members, shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. OLC members engaging in a strike as defined herein may be disciplined up to, and including, discharge.

B. The OLC and its members shall perform their duties in good faith.

Section 9.3 During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 9.2 of this article.

ARTICLE 10
HEALTH AND SAFETY

Section 10.1 A joint Quality and Safety First Committee shall be established for the purpose of investigating any unsafe working condition or unsafe equipment not to exceed three (3) representatives from the City and three (3) from the Association. In the event of capital expense to correct said condition, said recommendations in writing shall be submitted to the City Council, all other recommendations in writing shall be submitted to the Mayor. The Association and the City shall each name their representatives not to exceed three (3) within thirty (30) days of this Agreement and the Association or City shall call the meetings not to exceed three (3) hours duration each by written notice to the City.

Section 10.2 The Association and employees agrees to comply with reasonable safety rules and regulations established by the City. The City agrees, to the extent practical, to provide safe

working conditions, tools, equipment, and working methods for its employees in conformance with the standards of applicable law.

Section 10.3 Employee representatives to the Quality and Safety First Committee shall be allowed a reasonable amount of City-paid time off their jobs to inventory and investigate health and safety conditions, and to attend any Committee meetings scheduled.

Section 10.4 The City agrees to furnish, and maintain in top working condition, all tools, facilities, vehicles, supplies and equipment, required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the City. All property issued by the City shall remain the property of the City.

Section 10.5 Any equipment, tools and/or vehicles that any employee in good faith believes to be unsafe, shall immediately be reported, in writing, to that employee's supervisor. Upon receiving such a report, the supervisor will immediately investigate the complaint and, if found to be unsafe, shall have the particular equipment, tool or vehicle to be taken out of service until repairs are made to eliminate the safety hazard. This supervisor will forward to the Chief of Police a report on the act taken by him before going off duty.

It is the responsibility of all supervisors to objectively investigate all such complaints and to render proper action promptly to maintain safe working conditions.

ARTICLE 11
WORK RULES, POLICIES AND DIRECTIVES AND INTERNAL REVIEW PROCEDURES

Section 11.1 The Association recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 11.2 The parties recognize that it is the philosophy of the City that employee, where possible, will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the City and by their fellow workers. Therefore, the City will promulgate certain written rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's rights to be treated with dignity and respect and maintain the dignity and respect of their position while effectively carrying out the City's programs.

Section 11.3 The City agrees that, to the extent any rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of written rules will be furnished and amendments to existing rules will be discussed with top Association officials at least fifteen (15) work days prior to the effective date of such

amendments. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

Present work rules or policy manual shall be updated every two (2) years from their last effective date. However, failure to update shall not affect their validity and enforcement.

Section 11.4 It is the City's intention that the rules, policies and directives are to be interpreted and applied uniformly to all employees. The City shall not selectively enforce work rules.

Section 11.5 The City shall furnish to the Association a copy of or copies of its existing written rules and regulations.

Section 11.6 In addition to rules, it is understood that the City has statutory authority to promulgate policies, procedures and directives to regulate the conduct of the City's business. Such matters, whenever possible, policies will be reduced to writing and will be made available to all members by the City.

Section 11.7 All new employees for the duration of the Agreement shall be supplied with a personal copy of all rules, policies, procedures and directives that have been reduced to writing immediately upon reporting for work. Any City ordinances requested by the Association shall be obtainable upon request from the Clerk of Council.

The City will provide proper and adequate orientation training to employees on an ongoing and periodic basis subject to final approval by the Chief.

Section 11.8 An Internal Investigation of Complaints (I.I.C.) Committee will be developed to handle all complaints against any Police Department Member referred to the committee by the Chief of Police. All written complaints will be numbered and entered into a complaint book. Any act of possible misconduct that requires immediate action will be assigned to the IIC or Supervision for investigation. Minor acts of misconduct will be discussed by management for assignment to IIC or Supervisors.

ARTICLE 12
CORRECTIVE ACTION AND PERSONNEL FILE

Section 12.1 It is recognized by the parties that the City may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the City. Every member shall be allowed to review his or her personal file at any reasonable time upon request in the presence of the Chief of Police or designee. If any member is involved in a grievance regarding matters in his personnel file which may be material, the Association representative will also be granted access to the member's personnel file at reasonable times where such access is authorized, in advance, by the employer member, in the presence of the Chief of Police or designee.

Section 12.2 If a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the chief or his appropriate representative explaining the alleged inaccuracy. The memorandum shall be attached to the document and made a permanent part of the file.

Section 12.3 A written performance evaluation shall be made of each employee at least once in every calendar year. The employee shall receive a copy of the evaluation of its final form when he or she signs it.

Recognizing that "Employee Performance Evaluation" should be factual, informative and constructive in nature, the City and the Association agree that the following guidelines will be followed:

A. Upon completion of the evaluation form the person rating will arrange for a conference with the person rated to:

1. Specifically explain, discuss and comment upon each section of the evaluation form.

2. Answer questions pertinent to the evaluation.

3. Elicit comments and questions from the person being rated.

4. Give instructive comments as to how to improve in specific areas.

Each section of the evaluation having been rated less than satisfactory shall be documented. Every effort will be exerted by the rater to be professional, unbiased and informative in his or her rating. The employee being rated shall view the evaluation as a factual informative key to the efficiency of his performance with the Police Department of Chillicothe. It is fully expected that the rating will serve to cause improvement in the future.

Section 12.4 The employee's signature on any performance evaluation shall be viewed by the parties only as a representation that he or she reviewed the evaluation; it shall not be viewed as a representation that he or she concurred in any or all of the data contained thereon. The employee shall always be the last person to sign his evaluation and he shall receive a copy of the evaluation in its final form when he signs it.

Section 12.5 Performance evaluations for policemen shall be made annually by three (3) separate individuals of higher rank than the employee including his or her immediate supervisor, who are sufficiently familiar with the employee's performance to accurately perform such evaluation. In the case of Sergeant and above, their performance evaluations shall be made by the next ranking senior officer on the shift.

Section 12.6 All actions of record except oral reprimands but including written reprimands, suspensions, demotion, or dismissal will be maintained in each bargaining member's personnel

file throughout his period of employment. In any case in which a written reprimand, suspension, demotion, or dismissal is disaffirmed through the Grievance Procedure, the personnel record shall clearly indicate such disaffirmance and the record shall be removed. A member may make a copy of records and/or documents in his or her personnel file.

Section 12.7 The Employer will not discipline a non-probationary employee without just cause.

Section 12.8 Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

Section 12.9 Any form is discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 12.10 There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 12.11 The Employer will administer a system of discipline based on its assessment and similarity of the circumstances. Higher levels of discipline other than warnings and reprimands may be issued instead of a warning.

A. A warning is a written statement to an employee that a certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline.

B. A reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future evaluations of him.

C. A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of workdays without pay.

D. A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of his employment obligations up to the exact time the discharge is effective.

E. The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline.

Section 12.12 Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The employer is to notify the employee or the Union representative of

the time, date and place where the hearing is to occur. The employee will have waived his opportunity for a hearing if he fails to attend the scheduled hearing. The bargaining unit member has a right to union representation at this conference (which must be obtained within a reasonable period of time). He also has the right to bring a tape recorder.

Section 12.13 An employee will receive copies of all materials placed in his personnel record. Any material in the employee's personnel record, which has not been signed, by him or a copy sent to him will not be used against him except as follows. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it. The Chief shall put a note on all materials that the employee has refused to sign.

Section 12.14 Reprimands, suspensions and terminations are grievable. Only suspension and terminations are arbitrable.

Section 12.15 After the following periods of time, the following disciplines will not be considered for progressive discipline for similar infractions:

WARNING	–	12 months
REPRIMAND	–	18 months
SUSPENSION	–	24 months
TERMINATION	–	PERMANENT

If the City adopts a more lenient policy regarding time frames for progressive discipline, the City agrees to meet and discuss such policy with the Association.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1 A grievance as used in this Agreement is defined as a complaint involving the interpretation, application or enforcement of the terms of this Agreement or a claim that the City has taken disciplinary action or discharged a nonprobationary employee without just cause.

Section 13.2 A grievance, under the procedure, may be brought by an employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group will process the grievance as the defined representative of the group.

Section 13.3 Nothing in Article 12 or Article 13 is intended to deny bargaining unit employees any rights available at law to have redress of their legal rights, including the right to appeal to the Chillicothe Civil Service Commission where that body has jurisdiction under Section (124.34) of the Ohio Revised Code. However, once an employee elects as his remedy the Civil Service Commission (and that body takes jurisdiction) or legal action, he is hereafter denied the remedy

of the Grievance Procedure and Arbitration provided herein. Once a grievance is filed, the officer has elected arbitration over the Civil Service Commission.

The employee may elect by Agreement with the City to advance the grievance procedure at the first step where there is reduction or suspension or removal under Section (124.34) of the Ohio Revised Code. Such procedure will be a notice by the Mayor to appear before the Mayor within a four (4) day period of the reduction or suspension or removal and the Mayor shall hear the matter and make a decision within an eight (8) day period of the suspension, reduction or removal. The employee may still preserve his appeal rights under Section (124.34) Ohio Revised Code if he uses this procedure.

Section 13.4 The Association will designate not more than two (2) stewards per watch or unit. The Association shall appoint a Grievance Committee, which shall include their stewards. The grievance committee shall assist in completing the grievance prior to submission. Should bargaining unit employment increase during the life of this Agreement or any extensions hereof, upon notification to the City by the Association, negotiations will commence immediately to discuss the need for additional stewards. Stewards shall be paid at the straight-time rate, only, when called in from off-duty to act as a Steward as provided in this Agreement. Payment shall be made to any off-duty steward only under circumstances of suspension, reduction or removal.

The Association shall notify the Department Head in writing of the names of the stewards and their respective shifts within thirty (30) days after the stewards are appointed. Any changes thereafter will be forwarded to the Department Head by the Association as soon as the changes are made.

Section 13.5 A member of the Association may choose to have his appropriate unit steward represent him beginning with Step One of this Grievance Procedure. If a member brings any grievances to the Employer's attention beginning with Step One without having notified an appropriate steward, the City representatives to whom such grievance is brought shall not discuss the matter until either he or the member has personally (verbally or in writing) notified an appropriate steward and given such steward an opportunity to be present in such discussion. This notification requirement shall not apply, however, to informal, verbal attempts to resolve a grievance prior to Step One.

Section 13.6 Employees will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents that led to the grievance occur or are first known by the employees.

Section 13.7 An employee may be given a reasonable time to consult with his appropriate steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of such desire. The employee need not reveal to his or her supervisor the nature of the potential grievance matter. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his appropriate steward. Employees and stewards will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The investigation and processing time

will not be abused by the member, the appropriate steward or the Employer. In a group grievance, discussed in Section 13.2 of this article, only one (1) of the grievants plus the steward shall be in pay status during the investigation and processing steps provided by this Article.

The Association agrees to limit the time spent by the stewards in handling to that reasonably required to handle the grievance. The steward shall be permitted to investigate and handle grievances during working hours. They shall be compensated at their normal rate of pay for all time spent during shift working hours in handling grievances. The handling of grievance procedures shall not unreasonably interfere with their work schedule.

Section 13.8 Grievant and Grievance representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step Two shall be held during the grievant's shift hours. The Lodge shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

Section 13.9 The following are the implementation steps and procedures for handling members' grievances:

A. Preliminary Step

A member having an individual grievance shall first attempt to resolve it informally with the Chief of Police or designee. Such attempt at informal resolution shall be made by the member (grievant) within five (5) of the member's working days following the events or circumstances giving rise to the grievance having occurred or where first known by the member (grievant). Grievances brought to the attention of the Chief of Police or designee (except for automatic time extensions as hereinafter described in Section 13.10) beyond the five (5) working day time limit shall 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 member (grievant) should the latter request his attendance. If the member is not satisfied with the oral response from the Chief of Police or designee at this step, he may pursue the formal steps that follow.

B. Step One – Chief of Police

1. Should the member-grievant not be satisfied with the answer in Preliminary Step, within five (5) of his working days thereafter he may appeal the grievance to this Step One 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 Chief of Police. The Chief shall date-stamp the form, accurately showing the date he received the form.

2. Within five (5) of his working days of his receipt of the Grievance Chairman shall bring with him to the meeting the member-grievant and the appropriate Grievance Representative.

3. In the meeting called for at this Step, the Chief shall hear an explanation of the grievance and the material facts relating thereto.

4. Within five (5) of his working days of the meeting in this Step, the Chief shall submit to the Grievance Chairman his written response to the grievance. The Grievance Chairman shall meet with the grievant-member and the Grievance Committee to determine if the grievance should go on to Step Two. If the Grievance Chairman does not refer the grievance to the Second Step of the Procedure within seven (7) of his working days after receipt of the decision rendered in this Step, the grievance shall be considered satisfactorily resolved.

C. Step Two – Safety Director

1. Should the grievant-member and the Grievance Chairman not be satisfied with the answer in Step One, within seven (7) working days thereafter they may appeal the grievance to this Step Two 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 Safety Director. The Safety Director shall date-stamp the form, accurately showing the date his office received the form, and shall schedule a meeting to be held within seven (7) employee working days or discuss the grievance.

2. Prior to the Step Two meeting, the Safety Director or his designated representative shall investigate the circumstances and allegations surrounding the grievance. Such investigations may include the taking of written statements, reviewing all available written reports, assignment sheets, time records, answers at the prior steps, corrective action reports, written instructions, policies, rules and regulations, and all other pertinent information concerning the grievance.

3. The Grievance Chairman shall bring with him to the meeting the member-grievant and the appropriate Grievance Representative. In addition, the Grievance Chairman may choose a non-employee, duly accredited representative of the OLC to attend this meeting.

4. Upon completion of this Step Two meeting, the Safety Director shall determine whether the contemplated answer is consistent with this Agreement.

5. The Safety Director shall render his decision in writing and affix his written response to the form, date and sign his response, and return one copy of it to the Grievance Chairman within fifteen (15) working days after the meeting.

D. Arbitration

1. Should a grievant, after receiving the written answer to his or her grievance at Step Two of the Grievance Procedure still feel that the grievance has not been

resolved to his or her satisfaction, he or she may, upon approval of the Association, request that it be heard before an arbitrator. The grievant must make written application to the Mayor for arbitration within ten (10) working days of his or her receipt of the written answer from the Safety Director as Step Two. A copy of such application shall be sent by the grievant to the top Association official in the bargaining unit and to Executive Secretary of the Association. It is understood, however, that the Association shall make the determination as to whether any grievance is appealed to arbitration.

2. As soon as is practicable after the Mayor's receipt of the grievant's application for arbitration but not to exceed fifteen (15) working days, the Mayor or designee shall respond in writing to the grievant, with a copy to the local Association top official and to the Executive Director of the Association as to whether the City is willing to go to arbitration.

   Any refusal to arbitrate must be premised upon a determination by the Mayor or designee that the subject grievance involves a clear attack upon an application section of the Ohio Revised Code and City Ordinances not in conflict with this Agreement and as such is not arbitrable, and/or that the issue is clearly not arbitrable under the terms of this Agreement. Where such a determination is made and the grievant as the Association wish to proceed to arbitration, the first question to be placed before the arbitrator will be whether or not the alleged grievance is related to matters specifically covered by the Agreement or above-mentioned Ordinances or statute. If the grievance is arbitrable, it will be heard on its merits before the same arbitrator in the same hearing. Otherwise, the grievance will be considered concluded at that point in favor of the City with full arbitration costs shared by the Association and the City. The City agrees to appear and present its case to the arbitrator, notwithstanding its contention that the grievance is not arbitrable. Failure to appear will result in the grievance being granted to the grievant.

3. Within fifteen (15) working days following the grievant's receipt of the Mayor's written decision on his or her application for arbitration, a designated representative of the City and a designated representative of the Association will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators (National Academy of Arbitrators, Ohio only) from which the City and the Association representatives shall select one by alternately striking names and selecting the remaining names after eight (8) names have been struck.

4. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and record testimony from both parties applying the rule of the Federal Mediation and Conciliation Service.

The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Association is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify or otherwise alter this Agreement or any part thereof in any respect.

It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The award, if in favor of the grievant, will be immediately implemented by the City.

5. The costs of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the cost of any evidence produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room shall be borne by the losing party. Where the arbitrator's award is not consistent with the prayer sought by either party, the above costs shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling him. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit employee in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

6. The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Mayor of the City and to the Columbus headquarters of the Association.

Section 13.10 It is the City's and the Association's intention that all time limits in the Grievance Procedure shall be met. To the end of encouraging thoughtful responses to each step, however, the grievant and the City's designated representative may mutually agree, at any step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties. Untimely responses prior to Step Two may be viewed by the grievant as a negative response and shall be moved to the next step by the grievant.

Section 13.11 In each step of the Grievance Procedure outlined in Section 13.9 certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these meetings will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the Grievance procedure it may be beneficial that other representatives not specifically designated, are in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

Section 13.12 The City and the Association shall develop jointly a grievance form.

Section 13.13 For the purpose of counting days for filing and responding to grievances, all days will be considered working days and shall not include unscheduled Saturdays, Sundays or Holidays, scheduled days off and approved leaves.

Section 13.14 An employee with a grievance, who chooses a steward to attend meetings or discussions, may do so at each step of the grievance procedure during regularly assigned working hours without loss of pay or time to that employee, provided:

A. An "emergency" situation does not exist requiring their presence at their work station; and
B. Arrangements have been made, and approved by their supervisors, to have their assigned work area properly "covered" during their absence. It is expected that the privilege will not be abused and that approval will not by unreasonably withheld.

ARTICLE 14
SENIORITY

Section 14.1 For purposes of this Agreement: Seniority shall be defined as an employee's uninterrupted service as a full time sworn Police Officer, Sergeants, Dispatchers or Clerks of the Chillicothe Police Department. Nothing in this article shall require the city to pay any retirement benefit during disciplinary action.

Section 14.2 Uninterrupted service and seniority shall be broken when an employee:

A. quits, resigns, or retires from the Chillicothe Police Department; or

B. is discharged for just cause.

If an employee quits, resigns, or retires from the Chillicothe Police Department and the employee is later rehired, the employee's seniority begins with the employee's new hire date and all previous seniority is lost.

Section 14.3 Seniority shall not be a factor in assignments to special units and detectives, which shall be made at the discretion of the Chief of Police.

Section 14.4 The total years of service with the Chillicothe Police Department will be used to determine pay range and vacation accrual if an employee is rehired.

ARTICLE 15
PROMOTIONS

Section 15.1 Promotions shall occur for the rank of Sergeant from a competitive examination open to members of the Chillicothe Police Department with the minimum of four (4) years with

the Chillicothe Police Department, in the rank immediately below the rank affected. Such promotions shall be based upon the written examination, seniority points and performance evaluation. When all components are computed, an eligibility list shall be known to all members. Promotions shall then be made from that eligibility list by promoting the top scoring individual on the eligibility list until all individuals on the list are promoted or the eligibility list expires.

Section 15.2 Any person who receives or earns a promotion to a higher salary range shall not start at the first step of a new salary range, but will start at the step that pays at least a five percent (5 %) increase in salary, not to exceed the top step.

ARTICLE 16
MISCELLANEOUS

Section 16.1 With the Chief of Police's approval, and upon the prior notification of unit supervisors, employees shall be allowed, by mutual agreement, to reasonably trade days off.

Section 16.2 The City agrees to pay for all long distance telephone calls employees are required to make in performance of their assignments approved by their supervisor.

Section 16.3 The City agrees to reproduce a sufficient number of copies of this Agreement for all City and Police Management officials and all bargaining unit employees. The Association shall approve the accuracy of such Agreement draft prior to its publication.

Section 16.4 Preference for days off and shifts will be by seniority within classification by unit, for sworn personnel, and each option may be exercised up to three (3) times per year with no less than one hundred twenty (120) days between each transfer. Provided, however, that this provision shall not restrict the Chief from assigning a shift to an employee for just cause. Just cause includes but is not limited to the failure of the employee to perform the duties or assignments of the shift or any other failure of the employee to efficiently and/or promptly perform his job duties. Sergeant's days off will be Friday/ Saturday for the Senior Sergeant and Sunday/ Monday for the Junior Sergeant unless agreed upon by both Sergeants and approved by the Chief of Police.

Section 16.5 All Police Department employees are hereby deemed as essential employees to ensure adequate response times in the event of an emergency or disaster.

Employees of the Police Department who are hired after the effective date of this section , are hereby required as a condition of their employment to reside within the boundaries of Ross County, Ohio, or in any adjacent county to Ross County, Ohio.

All employees now employed by the City and who are now living outside an adjacent county shall be excluded from the application of this section until such time as he or she should move or establish a new residence.

Section 16.6 New employees of the department hired on or after January 1, 1991, will be obligated to reimburse the City for the cost of tuition, housing and board for all training and the cost of uniforms by the City if the member voluntarily leaves City employment within two years of the member's hiring date and if the member takes employment in the law enforcement or private security field within ninety (90) days of termination. Such new employees will be required to sign an agreement at the time of employment stating the above as a condition to being hired and prior to the initial date of hire.

Section 16.7 All members of the Bargaining Unit shall be provided with a personal copy of all rules, policies, procedures and directives that have been reduced to writing immediately upon reporting for work. Any City ordinances required by the Association shall be obtainable upon request from the Clerk of Council. The City will provide proper and adequate orientation training to employees on an ongoing and periodic basis subject to final approval by the Chief of Police. All training attended within 75 miles of the City will be considered as an 8-hour day without payment of travel time. Anything in excess of 75 miles, travel time will be paid for one round trip per week unless a court appearance makes another round trip necessary.

Section 16.8 Officers on "Day Off" would be treated as those on vacation and holidays when it comes to working "Special Events."

Section 16.9 Paychecks for the Division of Police will be available for pickup at the Police Station (LEC) no later than Thursday 11:00 P.M. of payday week.

Section 16.10 Upon retirement from City Employment, The City will make available for purchase that employee's duty weapons, magazines, and badges at a cost of $1.00.

Section 16.11 The purpose of this section is to compensate an officer for scheduled hours missed due to the obligation of having to report for Jury Duty. It is understood that the employee is to work his/her normal schedule whenever possible and do what is necessary to work that schedule, including calling the court regarding the need to report for jury duty. Employees must give five (5) days advance notice of the need for time off for jury duty. A copy of the summons should accompany the request.

In the event a first shift employee is dismissed from Jury duty before the end of the workday, they must report to work for instructions on whether to return for work for the rest of the workday if held less than two (2) hours.

In the event a second shift employee is required to serve on the Jury, any scheduled hours missed will be compensated at the officer's regular rate and when released, will be required to report to work for their following shift if held less than two (2) hours.

In the event that a third shift employee is required to serve on the Jury, any scheduled hours missed will be compensated at the officer's regular rate and when released, will be required to report to work for their following shift if held less than two (2) hours.

Employees held for jury duty who are held more than two (2) hours shall be excused from work and be paid for the full eight (8) hours.

Section 16.12 Members will be issued a pager and be required to ensure the pager is operational. The department will replace batteries and provide the pager and service.

ARTICLE 17
HOURS AND OVERTIME

Section 17.1 Eight (8) consecutive hours per day including a forty-five (45) minute paid lunch period and two (2) fifteen (15) minute paid breaks, shall constitute a normal day's work. Five (5) normal day's work shall constitute a normal workweek. The unit for calculating weekly overtime is the period of 168 hours at the start of the day watch on Sunday of each week. The unit for calculating daily overtime is the consecutive twenty-four (24) hour period at the start of the day watch on each calendar day.

Section 17.2 One and one-half (1½) times the employee's regular straight-time hourly rate shall be paid for:

A. All time worked in excess of eight (8) hours in one (1) workday; including any early reporting time required by the City;

B. Hours worked in excess of forty (40) hours in one (1) workweek; and

C. Overtime will not be paid for the arrival and departure of the oncoming and off-going dispatcher, or Officer working as dispatcher, and those members will be in place at the start and finish of their respective shifts.

D. Regular straight-time hourly rate includes Shift Differential, Hazardous Duty and Longevity Pay calculated at an hourly rate for the year. This applies anywhere in this article that addresses regular straight time.

Section 17.3 Overtime shall not extend into an employee's regular shift period except as provided in Sections 17.6 and 17.8 herein.

Section 17.4 Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and unit assignments. Changes in work schedules shall be made only to meet operational needs of the City. A minimum of five (5) working days written notice will be provided to employees affected by a work schedule change, except when changes are necessitated by emergency situations. An employee will not be required to work less than his regular working schedule to void overtime payment to such employee.

Section 17.5 The City may temporarily assign employees to fill class title vacancies while any civil service procedure is being conducted to fill such vacancy. Since the law does not provide for "temporary promotions," if the employee(s) filling such vacancies are of a lower classification and pay than the vacancy, such employee(s) shall receive a higher rate of compensation of the vacant position for all hours worked while so assigned; however, the employee's classification will not change while so assigned. In no event will this procedure continue for any one individual for longer than thirty (30) days. This same procedure shall apply for any temporary assignment of an employee to occupy a position in a higher classification for an employee who is temporarily absent. This section cannot be used for purposes of promotion. Please see memorandum of understanding for procedures in Appendix.

Section 17.6 Any employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours on a day in question, which hours will not abut his regularly scheduled shift hours and responds to duty on the day will receive a minimum of four (4) hours' pay at the applicable hourly rate. (See Section 17.8 below for modification).

Section 17.7 Any employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours on the day in question shall only be paid for the actual hours worked at the applicable rate of pay, where such additional hours abut his regularly scheduled straight-time. If, however, any employee accepts a request to report early to his required scheduled shift, he shall receive a minimum of two (2) hours' pay at the applicable hourly rate.

Section 17.8 Whenever the City requires an off-duty employee to appear in any court or Civil Service hearing on matters pertaining to or arising out of City business (exceptions may include Civil Service appeal hearing initiated by such employee or witnesses subpoenaed at the request of the employee), including appearance at pretrial conferences on behalf of the City, such employee shall be compensated for all such time at one and one-half (1½) times the employee's straight-time rate, but at a minimum of three (3) hours' pay, (two (2) hours at a time and one-half (1½) for each appearance provided the next subsequent appearance does not occur within the two (2) hour time frame); however, such overtime shall not be paid as triple time for overlapping court appearances. Employees shall obtain and attach to overtime slips any witness service fee provided.

Section 17.9 Any employee who shows up for work for overtime shall receive a minimum of (4) four hours pay at the applicable rate, where the City cannot provide work for the employee.

Section 17.10 When an employee is called to report for overtime at the beginning of a shift and he reports for duty within forty-five (45) minutes of the time he was called, he shall be paid from the time he was called. If he reports beyond the forty-five (45) minute time frame, he shall be paid from the time of his reporting in for duty (next fifteen (15) minute time increment on the quarter hour).

Section 17.11 When an employee is called with approval of the O.I.C. while in off-duty status in reference to his input concerning a court case that employee shall receive a minimum of (1) one hours pay at one and one-half (1½) times the employee's straight time rate.

Section 17.12 In lieu of overtime an employee may select to take compensatory time at the rate of one and one-half (1½) hours compensatory time off for each hour of overtime. Employees may accumulate no more than (480) four hundred and eighty hours compensatory time. Compensatory time will be granted at a time mutually convenient to the employee and the employer. The employee must receive approval from the City prior to taking compensatory time off. Compensatory time will be taken in one (1) hour increments with a minimum of two (2) hours. Upon separation from service for any reason, employees (or their beneficiary) shall be paid at the employee's current rate of pay for all accumulated, but unused compensatory time. O.I.C.s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires an immediate action.

Employees shall be granted to receive payment (at straight time) for unused compensatory time over 240 hours in addition to their regular pay by requesting the same, in writing to the Chief of Police, up to 120 hours twice a year.

ARTICLE 18
ROTATION OF OVERTIME OPPORTUNITIES

Section 18.1 The City will rotate overtime opportunities among qualified full-time bargaining unit members, who normally perform the work that is being assigned for overtime.

Section 18.2 A list will be posted for those bargaining unit members interested in working overtime. This list will be used by the supervisor to schedule overtime. Overtime hours will be rotated on the basis of accrued hours, with the bargaining unit member with the lowest amount of hours given the first opportunity. Hours accepted will be recorded on the master roster.

Section 18.3 Emergency* holdovers and call-ins for shift staffing will be rotated by seniority, from lowest seniority to highest seniority. Dispatchers will be included in this rotation at the point closest possible to his/her seniority status when a dispatcher position needs to be filled. A holdover will be made from the on-duty shift and the call-ins shall be made from the next shift coming in after the shift with the opening occurs.

Any bargaining unit member that is already in an overtime status (on a day off working) shall not be forced to accept a holdover or a call-in, unless all other personnel available for call-ins or holdovers have already been utilized.

*The term "emergency" has the same meaning as in Section 17.4.

ARTICLE 19
SICK LEAVE

Section 19.1 Sick Leave at Retirement for Policemen: An employee of the Police Department may elect at the time of retirement from active service with eight (8) or more years of service with the City to be paid in cash for seventy-five percent (75%) of the value of his accrued sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on the basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee. In the event of employee death, the spouse or surviving children receive this. In the event of the employee line of duty death occurs, the accumulated sick leave will be paid to the employee's estate or designee 100% at the employee's rate of pay.

A. For employees employed on or after January 1, 1988, sick leave days shall be paid at fifty percent (50%) of their value.

B. If upon leaving City employment the member accepts employment at an agency that will accept Sick Leave Transfer, the twenty-five percent (25%) or fifty percent (50%) of unpaid hours will be transferred to that agency by the City of Chillicothe, if it incurs no cost to the City.

Section 19.2 Sick Leave: The parties recognize that it is important that each employee demonstrate regular and predictable attendance. Sick leave abuse or misuse will be subject to discipline.

Each employee, whose salary or wage is paid in whole in part by the City, shall be entitled for each completed eighty hours of service to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees and to illness, injury, or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. The Chief of Police shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

Employees who have over 8 instances of sick leave usage in a year will not have sick leave counted towards time worked for the purposes of computing overtime daily or weekly.

Section 19.3 The Chief of Police or designee may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other appropriate leave. The cost of such examination shall be paid by the City.

Section 19.4 Upon the exhaustion of accumulated sick leave for any employee who remains disabled from injury or illness, the City will extend for the remainder of his disability, not to exceed twelve (12) months, the City-paid health insurance coverage to said employee and his family.

Section 19.5 Injury leave shall be granted to employee members who receive a compensable injury in the course of employment with the City. The City shall pay the amount by which Workers' Compensation is less than the employee's regular pay for the first three hundred and sixty five (365) days following the injury. This time period may be extended per majority agreement of the Chief of Police, Safety/Service Director, and Personnel Director. If the employee returns to work and has not exhausted the total allowed "injury leave" the employee must receive a doctor's order from the injured employee's "Physician of record" as noted by BWC, to receive any remaining Injury Leave for that claim.

> "Compensable" (approved by Bureau of Workers' Compensation) shall mean hospital and medical expenses approved for payment by the Bureau of Workers' Compensation that shall indicate "job-relatedness" is established.

In addition to the Workers' Compensation form for medical and hospital claims, the Workers' Compensation form for "lost time expenses" will also be submitted by the employee so the City can receive reimbursement from Workers' Compensation whenever possible and applicable. All checks received by the employee from Workers' Compensation for time the employee has been paid for injury leave by the City, will be forwarded through the chain of command to the Mayor's Office for proper presentation to the City Auditor's Office.

In the event there is a final decision by the Bureau of Workers' Compensation denying the claim on the basis that "job-relatedness" is not established, then any injury leave taken will be charged against the accumulated sick leave of the employee member. If the employee member has no accumulated sick, leave, or if the accumulated sick leave is not sufficient to cover the amount of injury leave taken, then any uncovered amount shall be treated as an unpaid leave of absence due to a non-job-related injury or illness and the employee member shall be responsible to reimburse the City all amounts received but not covered by accumulated sick leave. The words "final decision" shall mean that the employee has exhausted all rights of appeal, or has failed to prosecute an appeal, leaving standing an adverse decision. All forms required to be submitted by the employee shall be submitted in a timely manner.

Section 19.6 For any sick leave accumulation over (560) five hundred and sixty hours, the employee has the option of rolling those sick leave hours into Deferred Compensation at the rate of 75% if hired before January 1, 1988, or 60% if hired after January 1, 1988, at the employee's rate of pay at the time of the rollover.

ARTICLE 20
BEREAVEMENT LEAVE

Section 20.1 Bargaining unit members who suffer the loss of a member of their immediate family shall be granted bereavement leave by the Chief of Police according to the following schedule:

A. Five (5) days for the death of a spouse, parent, parent-in-law, step-parent-in-law, child, brother, sister, stepparent, or stepchild, grandparent, grandchild, half-brother, half-sister, brother-or-sister-in-law, grandparent-in-law, step-brother, step-sister, step-siblings, or other relatives living in the same household or person who acts as a parent in the absence of a parent (loco parentis).

Section 20.2 Upon approval of the Chief of Police, bereavement leave in excess of the number of days allowed in Section 20.1 may be charged to the accrued vacation balance and/or other approved paid leave. Any bereavement leave not charged to the above times, and in excess of the allowances in Section 20.1, shall be considered leave without pay.

ARTICLE 21
MILITARY LEAVE

Section 21.1 All employees who are members of the Ohio National Guard, The Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order of statement from the appropriate military commander of evidence for such duty prior to reporting for military leave, with as much notice as practical within two (2) days of employee's notification There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is two hundred forty-eight (248) hours. Employees on paid, annual military leave shall receive their usual daily compensation at the Department.

Employees who are members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist the civil authorities. Such leave will be paid the difference between the employee's gross monthly wage or salary as a full-time employee and the sum of the employee's

gross uniformed pay and allowances received that month, or five hundred dollars ($500.00), whichever is less. The leave will cover the official period of emergency and the time necessary to return to work.

Military leave shall also be granted as required by federal and state law.

ARTICLE 22
HOLIDAYS

Section 22.1 The following days of the year shall be holidays insofar as the administration of personnel matters is concerned, and the term holidays shall be construed to mean the following days:

January 1st
January 8th
Third Monday in January
Third Monday in February
May 15th
Last Monday in May
June 14th
July 4th
First Monday in September
Second Monday in October
November 11th
Fourth Thursday in November
Friday after 4th Thursday in November
December 25th
December 31st

Time off will be granted so as to provide all personnel with a total of fifteen (15) paid Holidays

Section 22.2

A. Holidays must be taken during the calendar year and cannot be carried over from year to year.

B. Holiday pay will be paid at one and one-half (1½) times the employee's normal rate for hours worked. There shall be no pyramiding of holiday premium payments.

C. The hours from 3:00 P.M. December 24th thru 7:00 A.M. December 26th will constitute the holiday of the twenty-fifth (25th) day of December. The hours of 3:00 P.M. December 31st thru 7:00 A.M. January 2nd will constitute the holiday of January 1st. Any member employee working these hours on these holidays will receive pay at one and one-half (1½) times the normal rate for hours worked.

D. Holidays will be granted on a first-come-first served basis. O.I.C.s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires an immediate action.

E. Holiday requests will be accepted beginning December 20th for the following year. Holiday requests will be accepted at the beginning of the assigned shift for the time requested. All holiday requests will be approved or denied within ten (10) working days of when the request is submitted. For requests submitted within ten (10) days of the holiday requested, the request must be approved or denied within forty-eight (48) hours of the date submitted. For requests submitted with three (3) days of the holiday requested, the request must be approved or denied at least twenty-four (24) hours prior to the holiday requested.

ARTICLE 23
VACATION – POLICE

Section 23.1 Vacation for the Police:

A. Earned vacation with pay shall be granted by the City to each full-time employee who is an employee of the Police Department. Such earned vacation with pay shall be granted in accordance with the following scheduled:

AS OF BELOW ANNIVERSARY DATE:	TOTAL VACATION HOURS FOR YEAR
1 and 2 Anniversaries	2 weeks (80 hours)
3 and 4 Anniversaries	3 weeks (120 hours)
5, 6, 7, 8, and 9 Anniversaries	4 weeks (160 hours)
10, 11, 12, 13, and 14 Anniversaries	5 weeks (200 hours)
15, 16, 17, 18, and 19 Anniversaries	6 weeks (240 hours)
20 Anniversary or over	7 weeks (280 hours)

The above vacation schedule pertains to employees that were hired before January 1, 2003.

The below vacation schedule pertains to employees that were hired on or after January 1, 2003.

0,1, 2, 3, and 4 Year Anniversaries	2 weeks (80 hours)

5, 6, 7, 8, and 9 Year Anniversaries	3 weeks (120 hours)
10, 11, 12, 13, 14, Year Anniversaries	4 weeks (160 hours)
15, 16, 17, 18, 19 Year Anniversaries	5 weeks (200 hours)
20 Years and up Anniversary	6 weeks (240 hours)

B. Vacation allowed is in addition to any recognized holidays and days off which may fall within or abut the employee's vacation period.

C. Vacation earned as of each anniversary date can be carried over from anniversary date to anniversary. The Bargaining Unit Member can carry all or part of the earned vacation. Upon retirement the member will be paid for all unused vacation time at the current hourly rate.

D. Vacation schedules for employees in the department shall be developed by the Chief of Police. It shall be the policy of the department head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to the hiring of additional help. The employee may request a vacation preference. A duplicate request for vacation if granted for the period will be made on the basis of seniority.

E. An employee can take vacation time in (½) day (4 hour increments). These days can be taken only by prior approval of the Chief of Police or designee. These days are on a first come, first served basis. O.I.C.'s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires immediate action.

F. There will be one (1) uniformed Police Officers per shift permitted to sign up for vacation at the initial sign-up. Only four (4) weeks of vacation per officer will be allowed on the initial vacation sign-up period.

G. Vacation requests other than initial sign-up will be accepted beginning December 20th for the following year. The request will be accepted at the beginning of the assigned shift for the time requested. The request for a week of vacation will take precedence over a holiday if both are submitted on the same day.

Section 23.2 All vacation time will be paid at straight-time rate with shift differential, in accordance with the employee's normally assigned shift. Vacation allowed is in addition to any recognized holidays and days off which may fall within or abut an employee's vacation period. Employees shall be granted an opportunity to receive payment (instead of time off) for unused vacation in addition to their regular pay (at straight time) by requesting same, in writing to the Chief of Police

ARTICLE 24
WAGES

Section 24.1 Composition of the Pay Plan

The official pay plan shall consist of minimum and maximum rates of pay and intermediate steps for all classes of positions included in the classification plan as set forth below and further economic benefits as follows:

Y-1 7:00a.m. January 1, 2012 Police Sergeants and Communication Operators will include Step F
Y-1 Effective the next full pay period following the signature by both parties of this agreement, base wages shall be increased by seven percent (7%) (section 24.8)
Y-2 7:00 a.m. January 1, 2013, base wages shall be increased by two percent (2%)
Y-3 7:00 a.m. January 1, 2014, base wages shall be increased by two percent (2%)

NEW PAY RATES
2012, 2013, 2014

		A	B	C	D	E	F
CLERK	***Y - 1***	17.30	17.77	18.22	18.68	19.14	20.60
	Y - 2	17.65	18.13	18.59	19.06	19.53	21.01
	Y - 3	18.00	18.49	18.96	19.44	19.92	21.43
COMM. OPERATOR	***Y - 1***	17.55	18.06	18.47	18.94	19.40	20.87
	Y - 2	17.90	18.42	18.84	19.32	19.79	21.29
	Y - 3	18.26	18.79	19.21	19.70	20.18	21.72
POLICE OFFICER	***Y - 1***	18.19	18.84	19.91	20.96	21.65	23.42
	Y - 2	18.55	19.22	20.31	21.38	22.08	23.89
	Y - 3	18.92	19.60	20.72	21.81	22.52	24.37
POLICE SERGEANT	***Y - 1***	23.60	23.76	23.94	25.03	25.73	27.69
	Y - 2	24.08	24.24	24.41	25.53	26.25	28.24
	Y - 3	24.56	24.72	24.90	26.04	26.77	28.81

Step A: Will take effect on the employee's date of hire.
Step B: Will take effect on the employee's 1st Anniversary.
Step C: Will take effect on the employee's 2nd Anniversary.
Step D: Will take effect on the employee's 3rd Anniversary.
Step E: Will take effect on the employee's 4th Anniversary.
Step F: Will take effect on the employee's 15th Anniversary.

ADDITIONAL ITEMS

Section 24.2 Extra

Bargaining Unit members that have additional responsibilities and perform those responsibilities at least once yearly shall receive, in addition to their regular rate of pay, on their first pay in November each year.

Any member of the Police Department who performs Firearms Instructor	$350.00
Any member of the Police Department who performs Tactical Team Member	$1,000.00
Any member of the Police Department who performs PR24/ASP/Self-Defense Instructor	$250.00
Any member of the Police Department who performs Computer Administrator	$1,000.00
Any member of the Police Department who performs Assistant Computer Administrator	$350.00
Any detective who is on an "on call" status or is advised to be "on call".	$500.00

Section 24.3 Longevity Benefits

All eligible Police Department employees shall be entitled to longevity benefits according to the following schedule for total service in the Chillicothe Police Department:

Two years, but less than six years of service	$ 650.00
Six years, but less than ten years of service	$ 800.00
Ten years, but less than fifteen years of service	$ 950.00
Fifteen years, but less than twenty years of service	$1,100.00
Twenty years, but less than twenty-five years of service	$1,250.00
Twenty-five or more years of service	$1,400.00

Longevity benefit qualifications shall begin on the anniversary date of the employment with the City shall be payable the first payroll of November of each year with a pro-rated amount paid to those employees who leave city employment between annual benefit dates.

Section 24.4 Automatic Salary Range Adjustment

Employees listed in the official pay plan contained in this Ordinance shall be advanced to the next succeeding step in the annual adjustment equivalent to this next higher step within the annual salary range for each full year of service commencing on the employee's anniversary date.

Section 24.5 Overtime

Safety-Police Department shall be paid overtime at time and one-half the regular hourly rate of pay for hours in excess of eight (8) hours worked in one day and time and one-half the regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in one week. Regular hours for the purpose of this section include; Shift Differential, Hazardous Duty, and Longevity Pay calculated at an hourly rate for the year.

All other special provisions for overtime and call-in benefits shall be included in a working agreement in writing between the employees and their recognized bargaining representatives.

All overtime worked must be authorized in writing by the Chief of Police.

Section 24.6 Hazardous Duty Pay

Hazardous duty pay to police officers and sergeants shall be made-in accordance with the following schedule:

Thereafter, Employees will receive $3,300.00 the first payroll in June and November of 2012, 2013, and 2014.

Newly employed police officers and any police officer or sergeant leaving city employment between benefit dates shall be paid a pro-rated share.

Section 24.7 Shift Differential

It is hereby provided that shift differential be paid to police employees in the amount of $1.00 per hour when the employee works any hours of third shift. Shift differential will be paid to police employees in the amount of $1.00 per hour when the employee works any hours of 2nd shift.

Section 24.8 Pension Pick-up

Effective the next full pay period following the signature by both parties of this agreement, the city shall roll 7% of the employee's earned compensation into the employee's base pay and will no longer pick up the 7% of the employee's contribution to the pension fund that the city paid on behalf of the employee. Thereafter the employee shall assume his statutory obligation for the required employee contribution to the pension fund.

ARTICLE 25
INSURANCE

The City shall provide, established by Ordinance, the following insurance coverage:

Section 25.1

Office visit co-pay of $20.00 for in network and paid at 70% for out of network.

The City shall provide hospitalization and major medical coverage comparable to current plans, with a deductible of $250.00 per person to a maximum of $500.00 per family. Out of network deductibles shall be $500 single/$1,000 family.

Monthly contribution amount beginning the next full pay period following the signature by both parties of this agreement shall be 10% of the monthly cost to the city for the employee's health insurance plan.

Healthcare expenses will be paid at 90% in network with a maximum out of pocket at $750 single/ $1500 family per year. Out of network expenses will be paid at 70% up to a maximum out of pocket expense of $1500 single/ $3000 family per year.

Prescription drug plan available at $10.00 for generic drug, $30.00 brand formulary and $50.00 brand non-formulary. Mail in drug plan, cost for a 90 day supply at the same rate as that of the 30 day prescription.

In patient Hospital in network paid at 90% after deductible and for out of network Hospital paid at 70% after deductible, until maximum out of pocket expense is made.

Emergency room co-pay of $50.00 in network and 70% for out of network after deductible.
Urgent Care co-pay of $25.00 in network and 70% out of network after deductible
If both spouses work for the City, only one can carry the City's Health Insurance as the primary member. The most senior employee shall be the primary member and the other spouse will covered as a dependent.

The Dental Plan will continue to be the same as the current plan as of 1/1/11

Section 25.2

The City shall provide coverage of liability insurance to $1,000,000.00.

Section 25.3

The City shall provide group term life insurance in the amount of $50,000.00.

Section 25.4

Employees will have the option to choose between the original coverage and a HSA (Health Savings Account) plan which will cost 10% of the monthly cost to the city for the employee's HSA plan. If any current or newly hired employee can show verification that they are not eligible for the H.S.A., then the employee can be covered by the P.P.O. but will pay the cost of the premium for the H.S.A. coverage.

This HSA plan will consist of a $1500 single/ $3000 family in network deductible and a $3500 single/ $7000 family non-network deductible.

Healthcare coverage will be made at 100% in network and 80% non-network after the deductible has been met. There will be a maximum out of pocket expense of $2500 single/ $5000 family in network and $4500 single/ $9000 family non-network.

Prescription drug coverage will be available at $10 for generic, $30 for brand formulary and $50 for brand non-formulary. A mail in drug plan will be available at the same rate as a 30 day prescription.

Office visits, urgent care and emergency room charges will be covered at 100% after the deductible is met.

The City agrees to contribute $1250 single/ $2500 family in to each employee's account, for all accounts that have been established, by January 15th of each year that the employee is enrolled in the HSA. There will be no lifetime maximum "cap" on the amount of insurance coverage or on the contribution amount accrued from the city. The employee is required to comply with all Federal guidelines concerning their HSA plan.

Section 25.5

Employees may waive or discontinue receiving hospitalization and major medical coverage benefits (medical benefits), including dental and vision benefits provided through the City, provided that the member has medical benefit coverage through another source (hereinafter referred to as "Opt Out").

In order to Opt Out. The employee and their dependents must currently be enrolled in another plan providing medical benefits. (The City cannot accept Medicare as "other health insurance",

and you and your dependents must otherwise be covered by another insurer on a primary basis in order to participate in the Opt Out program).

It is understood that any member and their dependents electing to Opt Out shall not submit claims for reimbursement to the City or it's medical benefits provider. This includes, but is not limited to, any claims paid or denied by the member's other medical benefits provider regardless of the reason.

Any member electing to Opt Out shall receive supplemental payment every pay period of the year for as long as the member participates in the Opt Out program as follows:

Single Coverage	Dual Coverage	Family Coverage
$35.00	$75.00	$125.00

Supplemental payment will be afforded the member the first pay period following the member's effective date of enrollment under an alternative plan.

Any member electing to Opt Out may return to the City of Chillicothe's employee benefit plan for health coverage during the plan year, only when one of the following qualifying events has occurred resulting in the loss of medical benefits coverage:

Death of person who held the primary coverage
Divorce or legal separation
Loss of other coverage due to reduction in hours
Discontinuation of entire medical benefits by the other plan participant's employer

Written confirmation that one of the qualifying events has occurred is required within thirty (30) days of it's occurrence. If the qualifying event is death, divorce, or legal separation, written confirmation with proof of the qualifying event will be provided by the member.

All other qualifying events require written confirmation from the medical benefits provider or it's covered individual's employer. Upon written confirmation, any member returning to the City's employee benefit plan will be re-enrolled the first of the following month after receipt of the written confirmation.

In the vent that one of the above qualifying events has not occurred, or a member fails to provide written confirmation within thirty (30) days of a qualifying event, any member that elected to Opt Out pursuant to this agreement may select to receive medical benefits, including dental and vision, as then provided by the City and available to members of Lodge #59 not participating in the Opt Out agreement, only by making such election beginning October 15th but no later than November 15th of each year, with coverage beginning January 1st of the following year. Pre-existing conditions will be waived subject to HIPAA portability requirements.

ARTICLE 26
UNIFORM ALLOWANCE

Section 26.1 The City shall provide uniform parts as established by departmental rules and regulations excluding underwear and socks, with additions and replacement parts at the discretion of the City.

Section 26.2 Detectives shall get $599.00 clothing allowance per year payable the 1st payday in March.

Section 26.3 Sworn police department officers will receive up to 108 uniform pieces cleaned per calendar year at a cost absorbed by the City.

ARTICLE 27
TUITION REIMBURSEMENT

Section 27.1 Each bargaining unit member who has one (1) year of continuous service with the City shall be eligible for tuition reimbursement for courses taken voluntarily by the employee. Tuition must be for courses of instruction taken towards a job-related degree or job-related courses not necessarily within the degree program at an accredited School, College, University, or OPOTA offered course.

Section 27.2 All courses must be taken during non-working hours. All scheduled courses and times must be approved with the Chief of Police. Any situation that would require the employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

Section 27.3 Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of whom such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible to receive under this agreement. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

Section 27.4 A scholarship will be available for a maximum of $2,500.00 per employee and $5,000.00 maximum for the department on an annual basis. A scholarship committee will be convened by the Chief of Police. The committee will consist of no more that 3 union members and 3 management staff with the Chief of Police having the final decision. The scholarship committee will determine what eligible police employees will be awarded the funds. Only those employees that have received approval from the scholarship committee or Chief of Police will be reimbursed. Reimbursement for tuition shall be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to

the Chief of Police. Reimbursement shall be made within sixty (60) days of the date the employee complies with the provisions of the agreement.

Section 27.5 Reimbursement shall be granted up to a maximum of two thousand five hundred thousand dollars ($2,500.00) per year per employee. The employee will only be reimbursed for tuition, fees, and books; no incidental expenses such as paper, supplies, mileage, parking, meals, and or other expenses.

Section 27.6 Any employee who participates in the Tuition Reimbursement Program or in the pursuit of a degree program shall be required to stay with the City for the five (5) years following completion of the employee's course work, or repay any tuition reimbursement received by the employee within the last five (5) years prior to separation except in the case of disability retirement.

Section 27.7 All distributions under this article shall be at the discretion of the Chief of Police. There shall be a maximum of five thousand dollars ($5,000) per year available to the Chief of Police for distribution under this article.

ARTICLE 28
OTHER BENEFITS

Section 28.1 All other provisions contained in applicable ordinances, currently existing or promulgated in the future, which provide benefits applicable to this bargaining unit in addition to any provided in this Agreement, require Council action is not subject to arbitration.

Section 28.2 Bargaining unit members will be reimbursed for personal property damaged while performing their assigned duty, with the approval of the Chief of Police or his designee. Approved reimbursement shall be paid upon documentation of damage, repair or replacement cost.

ARTICLE 29
LIMITED DRUG TESTING

SECTION 29.1 Purpose

The City of Chillicothe is dedicated to providing a safe and drug free workplace. The City of Chillicothe further believes that alcohol and drug use can impair our employee's ability to perform their duties in a safe and efficient manner. The purpose of this policy is:

A. To provide a consistent and fair policy to deal with Chillicothe Police Department employees who use and abuse alcohol and drugs in the workplace.

B. To assure the citizens of Chillicothe that the City is committed to providing a safe work place for all of its employees.

C. To demonstrate the City of Chillicothe is committed to managing the potential and actual risks drug use presents to its workplace.

D. Assuring that the City is in compliance with all Federal and State mandates and regulations. The U.S. Department of Transportation (US DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

E. To prohibit the unlawful manufacture, distribution, possession, and use of controlled substances in the City's workplace.

F. To assure worker fitness for duty and to protect Chillicothe Police Department employees and the public from the risk posed by the use and misuse of alcohol and prohibited drugs.

This policy applies to all City of Chillicothe Police Department Employees regardless of title or classification, and to individuals seeking employment with the Chillicothe Police Department. This policy will supercede all prior policies and statements relative to alcohol and drugs.

The City of Chillicothe recognizes that the use of legal drugs (prescription drugs) can adversely affect an employee's work performance and safety. The misuse of legal prescriptions is one of the most common forms of drug abuse. Of course, there are many situations where an employee can safely and efficiently perform their jobs while taking medically prescribed drugs. All situations involving issues of job performance and possible impairment due to use of legal prescription drugs should be discussed with your supervisor prior to reporting to work. All employees are expected to request information about the effects of prescribed medication from their doctor and seek their doctor's advice. The City reserves the right to request a physician's review and/or second option.

SECTION 29.2 Self-Identification of Drug/Alcohol Problem

The Chillicothe Police Department employees with drug/alcohol problems are encouraged to seek help before the problem impacts their employment. Employees who identify themselves as having a substance abuse problem and choose to enroll in a rehabilitation program approved by the City' EAP provider will be given the opportunity to seek confidential recovery treatment, unless:

A. The employee is selected for testing prior to enrolling in the rehabilitation program.

B. The employee is suspected of being under the influence of alcohol/drugs.

C. The employee is being enjoined with disciplinary action for other conduct.

D. The employee is already in the treatment process.

Once a Chillicothe Police Department employee falls into one of the above categories, any attempts to self-identify and enroll in the City's EAP will not preclude corrective action.

SECTION 29.3 Prohibitions

A. Chillicothe Police Department employees shall not report to work or remain on duty when his/her ability to perform their job is adversely effected by alcohol.

B. Chillicothe Police Department employees shall not possess, store, manufacture, or use drugs or alcohol while at work or on City property. This applies to both off-site lunch periods and breaks when an employee is scheduled to return to work.

C. Chillicothe Police Department employees shall not sell or provide drugs or alcohol to any person while at work or on City property.

D. Any Chillicothe Police Department employee who is arrested for a drug or alcohol-related statute violation shall notify his/her supervisor at the start of the City of Chillicothe's next workday.

E. A supervisor having actual knowledge that an employee is using or has used alcohol within four hours prior to their shift shall not permit them to remain on the job.

F. All Chillicothe Police Department employees are responsible for the consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy shall be subject to disciplinary action. Any employee who observes a Supervisor in violation of this policy should report their suspicions to the next higher level of supervision.

G. No Chillicothe Police Department employees shall refuse to take any of the following required tests:

1. Pre-employment (drug only)
2. Random
3. Post work-related accident
4. Return to duty
5. Reasonable suspicion
6. Follow-up
7. And in accordance with Section 29.9 1 thru 7

SECTION 29.4 Testing

A. All Chillicothe Police Department employees are covered by this policy and will be subject to urine drug testing as a condition of employment. The City will be responsible for payment of substance abuse testing as long as the test are performed at the City of Chillicothe's designated medical facility. Any Chillicothe Police Department employee who refuses to comply with a request for testing shall be removed from duty and the refusal will constitute a verified positive test result. Any Chillicothe Police Department employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification or falsifying test results will result in the employee's removal from duty and shall be subject to disciplinary actions. Refusal to test can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. The drug test can be performed any time a Chillicothe Police Department employee is on duty. An alcohol test can be performed when the Chillicothe Police Department employee is actually performing a duty. Chillicothe Police Department employees found to be under the influence of a prohibited substance or who fails to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in policy.

Testing requirements call for urine test for Marijuana, PCP, Cocaine, Opiates, and Amphetamines, Phencyclidine and Evidential Breath Test (EBT) for alcohol.

B. All test will be conducted is a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Drug testing will be conducted in laboratories certified by the National Laboratory Certification Program as listed on the Substance Abuse and Mental Health Service Administration (SAMHSA) notice. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result. However, the collection may be observed if there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in 49 CFR part 40.25 (e) (2) (i)-(iv). Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be

considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. The minimum thresholds established for each drug and/or its metabolites are listed within this policy. The test results from the laboratory will be reported to a Medical Review Officer (MRO) who is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the City of Chillicothe's Substance Abuse Program Administrator (the Administrative Director or his designated Representative). If a legitimate explanation is found, the MRO will report the test result as negative.

C. All split specimens will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the Chillicothe Police Department employees through the Medical Review Officer.

D. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test reveals a breath alcohol concentration of less than 0.02, the test is negative and will be reported as such. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed fifteen (15) minutes later to confirm the results of the initial test. If the second test confirms an alcohol concentration of 0.02 or greater then a confirmatory test that will be a blood test to measure blood alcohol concentration will be performed immediately following the second test. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures/blood alcohol test and validity of the test result.

E. A Chillicothe Police Department employees who has a confirmed alcohol concentration of less than 0.02 will be removed from his/her position for eight (8) hours. The inability to perform work duties to an alcohol test result of less than 0.02 will result in the employee being requires to use compensatory time or vacation time if available; otherwise, leave will be unpaid. The employee will be subject to disciplinary action. An alcohol concentration of 0.02 or greater will be considered to have a positive test and in violation of this policy.

F. Any Chillicothe Police Department employees that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment.

DRUG SCREEN CUT OFF LEVELS

	INITIAL CUTOFF LEVEL	CONFIRMATION CUTOFF LEVEL
Marijuana Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiates Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine Metabolites	25 ng/ml	25 ng/ml
Amphetamines Metabolites	1000 ng/ml	500 ng/ml

SECTION 29.5 Prohibited Substances

1. Chillicothe Police Department employees will be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine. Illegal use of these five drugs is prohibited at all times and employees may be tested for these drugs in accordance with section 29.9, 1-7 and anytime that they are on duty.

   a. Legal Drugs:
   The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her job functions.

   b. Alcohol:
   The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing their job functions is prohibited. An alcohol test can be performed on an employee while they are on duty.

SECTION 29.6 Prohibited Conduct

A. All Chillicothe Police Department employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in this policy.

B. Each Chillicothe Police Department employee is prohibited from consuming alcohol while performing their job functions or while on-call to perform job functions. If an on-call Chillicothe Police Department employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The Chillicothe Police Department employee will subsequently be relieved of his/her on-call responsibilities.

C. The City of Chillicothe shall not permit any Chillicothe Police Department employee to perform or continue to perform a job function if it has actual knowledge that the Chillicothe Police Department employee is using alcohol while on duty.

D. Each Chillicothe Police Department employee is prohibited from reporting to work or remaining on duty requiring the performance of the job functions while having any alcohol concentration.

E. No Chillicothe Police Department employees shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

F. No Chillicothe Police Department employee shall consume alcohol within four (4) hours prior to the performance of job functions.

G. Consistent with the Drug-free Workplace Act of 1988, employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including City of Chillicothe premises, City of Chillicothe vehicles, while in uniform or while on City of Chillicothe business.

SECTION 29.7 Drug Statute Conviction

Consistent with the Drug Free Workplace Act of 1998, all Chillicothe Police Department employees are required to notify management of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days after such conviction. Failure to comply with this provision shall result in a five workday suspension without pay.

SECTION 29.8 Testing Requirements

Analytical urine drug testing and breath testing for alcohol will be conducted. All Chillicothe Police Department employees shall be subject to testing prior to employment, for reasonable

suspicion, following an accident, and random as defined. All covered Chillicothe Police Department employees who have tested positive for drugs or alcohol on a random, reasonable suspicion, or post-accident will be tested prior to returning to duty after completion of the Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return-to-duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

A drug and/or alcohol test can be performed any time an employee is on duty.

All employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the City of Chillicothe. Any Chillicothe Police Department employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline. Any employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the employee removal from duty and disciplined.

SECTION 29.9 Testing Procedures

All tests will be conducted in a manner that assures a high degree of accuracy and reliability. Drug testing will be conducted in laboratories certified by the National Laboratory Certification Program as listed on the Substance Abuse and Mental Health Service Administration (SAMHSA), Department of Health and Human Services (DHHS) notice. The maximum degree of privacy that is practically possible will be afforded in the testing procedures. However, the collection may be observed if there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.

Evidential Breath Test (EBT) will meet the Model Specifications for Devices to Measure Alcohol provided by the National Highway Safety Administration (NHTSA). Such EBTs are listed on NHTSA's Conforming Products List publication found at 59 FR 18839, as amended.

1. Pre-employment

All applicants considered final candidates for a position will be tested for the presence of illegal drugs as a part of the application process. Any job applicant who refuses to submit to drug testing, tampers with the test, or fails to pass the pre-employment test, will be ineligible for hire. Candidates who are scheduled for testing appointments must keep the scheduled appointments when directed by the City to report to the test site to submit to drug test. Pre-employment testing for disabled individuals unable to provide sufficient volume can be reported as negative if medical examination shows no evidence of illegal drug use.

Employees who have a change of employment status such as leave without pay, military, or workers compensation must undergo a drug screen with a negative result before return to work if off for thirty (30) calendar days or more. Employees on military leave will be tested within five (5) days after returning to work.

2. Random
   a. All Chillicothe Police Department employees will be required to submit to drug and/or alcohol testing on a random basis immediately upon notification.

   b. Random testing will be done at quarterly intervals at unannounced times and dates throughout the calendar year. A specific percentage will be randomly tested for drugs and alcohol.

   c. All Chillicothe City employees in the random pool will be grouped together. The percentage rate of covered Chillicothe city employees for drug testing will be set at fifty percent (50%) and for alcohol testing at twenty five percent (25%.)

   d. Chillicothe Police Department employee's names will be randomly selected through a scientifically valid method. The City has delegated this selection process to their collection site provider. The "pool" of Chillicothe City employees may be randomly selected for both drug and alcohol tests at the same point in time.

   e. Upon notification of selection for random testing, the employee will be transported to the test site by their supervisor as soon as possible, but not later than one (1) hour after receipt of the notice.

3. Post Accidents
   a. All Chillicothe Police Department employees who are involved in a work-related accident which requires medical treatment, must submit to a drug and alcohol test. Any Police Department employee involved in an accident while operating a City-owned vehicle, which results in a fatality, injury requiring medical treatment, disabling damage resulting in a tow to one or more vehicles or a citation being issued, must submit to a drug test.

   b. Following an accident, the Chillicothe Police Department employee will be tested within 2 hours, but not to exceed 8 hours for alcohol testing and 32 hours for drug testing. Any Chillicothe Police Department employee involved in an accident must refrain from alcohol use for 8 hours following the accident or until he/she undergoes a post-accident alcohol test. Any Chillicothe Police Department employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including discharge. Chillicothe Police Department employee tested under this provision will include

not only the operation personnel, but also any other Chillicothe Police Department employees whose performance could have contributed to the accident.

4. Return to Work
Following a Chillicothe Police Department employee first positive drug/alcohol test, the Chillicothe Police Department employee will be subject to unannounced random testing performed in accordance with previously stated guidelines at the City' designated collection site. Chillicothe Police Department employees must be evaluated by a Substance Abuse Professional (SAP) following a verified positive drug and/or alcohol test, prior to their return to work. A Chillicothe Police Department employee must have a verified negative test in drug and alcohol to return to work.

5. Reasonable Suspicion
Any Chillicothe Police Department employee must submit to a drug and/or alcohol test if reasonable suspicion exists to indicate that their ability to perform work safely or effectively may be impaired. "Reasonable suspicion testing" means drug and/or alcohol testing based on a belief that any Chillicothe Police Department employee is using or has used drugs and/or alcohol in violation of the policy on the basis of physical, behavioral, or performance indicators of probable drug and/or alcohol use. Among other things, such facts and conclusions may be based upon:

a. Direct observation of drug and/or alcohol use or physical symptoms of being under the influence of drugs and/or alcohol.

b. Abnormal conduct or inconsistent behavior while at work or a significant deterioration in work performance.

c. A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently verified.

d. Gross negligence or carelessness.

e. Disregard for safety, life or well being of City employees or individuals utilizing City services.

f. Reporting to and remaining at work in an apparent, unfit condition.

g. Excessive tardiness or absenteeism.

h. Evidence that an individual has tampered with a drug test during his/her current employment.

i. Evidence that a Chillicothe Police Department employees has used, possessed, sold, solicited or transferred drugs while working or while on the City's premises or while operating City-owned vehicles, machinery or equipment.

j. Any other conduct indicative of the use of alcohol and/or drugs.

Only trained supervisors can make a determination as to reasonable suspicion. When reasonable suspicion is determined, a checklist will be performed to determine if testing is required. The checklist must be signed off by the trained supervisor and the Chief of Police or his designated representative.

6. Follow-up
Once a Chillicothe Police Department employee is allowed to return to work, they will be subjected to unannounced follow-up testing for at least 12 months, but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the Substance Abuse Professional as long as the minimum of six (6) tests are performed during the first 12months after the Employee returns to work

7. Employee Requested Testing
Any Chillicothe Police Department employee may request a split sample test be conducted when selected for testing. This test must be conducted at a DHHS certified laboratory different from the laboratory selected by the City of Chillicothe. The test must be conducted on a Split Sample that was provided at the same time as the original sample submitted to the testing laboratory and all costs for such testing shall be paid by the employee.

If a second test is requested on the specimen (split sample) the lab is required to test the split specimen for adulterants if the presence of drug\metabolites cannot be detected; the first lab must also test the primary specimens for adulterants.

SECTION 29.10 Post Test Referral

Following a disciplinary hearing, the Chillicothe Police Department employee will be referred to the City' EAP provider for assessment and treatment recommendations. The employee will be required to sign a Letter of Understanding, stipulating the conditions of employment. The City' EAP assessment process will include a Substance Abuse Professional, be in compliance with an agreed upon Substance Abuse Protocol, and follow the stipulations of the Letter of Understanding.

1. Employee Assessment
Any Chillicothe Police Department employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in this policy, will be referred for evaluation by a Substance Abuse Professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or

addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Assessment by a SAP or participation in the City's Employee Assistance Program (EAP) does not shield an employee from disciplinary action.

If a Chillicothe Police Department employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the Chillicothe Police Department employees must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years.

SECTION 29. 11 Information Disclosure

All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Information will only be released in the following circumstances:

1. To a third party only as directed by specific, written instruction of the employee;

2. To the decision-maker in a lawsuit, grievance, or other proceedings initiated by or on the behalf of the employee tested;

3. To a subsequent employer upon receipt of a written request from the employee;

4. To the employee, upon written request.

SECTION 29.12 Employee and Supervisor Training

Employee and Supervisor Training: All Chillicothe Police Department employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

When alcohol is consumed primarily for its physical and mood-altering effects, it is substance of abuse.

As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

*Dulled mental processes
*Odor of alcohol on breath
* Sleepy or stuporous condition
* Slurred speech
*Lack of coordination
*Possible constricted pupils
*Slowed reaction rate

SECTION 29.13 First Offense

Chillicothe Police Department employees who test positive after being ordered to submit to drug testing will be taken off work immediately and may avoid termination of his/her employment by voluntarily signing the City' Letter of Understanding, submitting to a Substance Abuse Assessment process conducted by the City' EAP Provider, and abiding by the EAP treatment recommendations. However, if the employee has engaged in other misconduct resulting in disciplinary action, disciplinary action up to and including termination may be imposed as a result of such misconduct, regardless of the employee' voluntary submission of a treatment program.

The first-time offender will be suspended from work for ten workdays without pay and will have to:

A. complete their assessment process,
B. acquired a "Return to Work" release from a Substance Abuse Professional,
C. a negative test result,
D. agrees to periodic testing, not to exceed six (6) times each year during the first year immediately following the employee's return to work,
E. an agreement to follow specific after-care requirements established by the SAP with the understanding that a violation of this agreement is grounds for immediate termination.
F. employees may use accumulated leave if available to cover any additional time over and beyond the mandatory suspension.

SECTION 29.14 Second Offense

Any Chillicothe Police Department employee who tests positive a second time after being ordered to submit to drug testing will be taken off work immediately and will be subject to immediate termination. First offense will remain in effect until the employee remains in compliance with the City's policy for 60 months from the date of the initial test resulting in a positive test result.

SECTION 29.15 Definitions

ACCIDENT: Means an occurrence associated with the operation of a city vehicle or equipment or personal vehicle when used on city time and as a result:

a. An individual dies;

b. An individual suffers a bodily injury and immediately receives medical treatment at or away from the scene of the accident; or,

c. One or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

ADULTERATED SPECIMEN: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with normal human urine.

ALCOHOL: Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

ALCOHOL CONCENTRATION: Is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

CANCELED TEST: Is a drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

COVERED EMPLOYEE: Means all employees who perform job functions for the City of Chillicothe including an applicant or transferee who is being considered for hire into a City job.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): An employee authorized by the employer to take immediate action to remove employees from duties and to make required decisions in testing. The DER also receives test results and other communications for the employer; The DER is the Administrative Director or his designated representative.

DILUTED SPECIMEN: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DISABLING DAMAGE: Means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

EVIDENTIARY BREATH TESTING DEVICE (EBT): A Device approved by the NHTSA for the evidential testing of breath alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

MEDICAL REVIEW OFFICER (MRO): Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

NEGATIVE DILUTE: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

NEGATIVE TEST: Result for a drug test means a verified presence of the identified drug or its metabolite below the minimum levels. An alcohol concentration of less than 0.02 BAC is a negative test result.

NON-NEGATIVE TEST: Result is a test result found to be adulterated, substitute, invalid, or positive for drug/drug metabolites

PERFORMING: Means a covered employee is considered to be performing a job function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

POSITIVE TEST: Result for a drug test means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.02 BAC or greater.

PROHIBITED DRUG: Means marijuana, cocaine, opiates, amphetamines, or phencyclidine at levels above the minimum thresholds.

SUBSTANCE ABUSE PROFESSIONAL(SAP): Means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

SUBSTITUTED SPECIMEN: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

TEST REFUSAL (The following are considered a refusal to test if the Chillicothe Police Department employees):

Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.

Fails to remain at the testing site until the testing process is complete;

Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;

In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen

Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

Fails or declines to take a second test the employer or collector has directed you to take;

Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures

Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), if the MRO reports that there is verified adulterated or substituted test result

Failure or refusal to sign alcohol-testing form.

VERIFIED NEGATIVE TEST: Means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

VERIFIED POSITIVE TEST: Means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels.

VALIDITY TESTING: Is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

SECTION 29.16 Responsibilities

Mayor: Assures policy is implemented and guidelines are followed. Designates authorized agent to facilitate administrative actions, reasonable cause testing, and post-accident testing in compliance with policy and federal guidelines.

Administrative Director (Designee of the Mayor): Facilitates administrative actions, authorizes reasonable cause and post-accident testing in compliance with policy and federal guidelines. Implements policy. Assures designated testing facility and EAP Provider maintain accreditation and follow guidelines. Oversees and coordinates internal EAP referral process and promotion

Designated Representative: Person authorized to facilitate administrative action in the absence of the Administrative Director

Department Heads/Supervisors: Implement policy, participate in training, acquire appropriate authorization when necessary, assure employee notification for testing and transportation to testing site is in compliance with policy, and documents observable facts.

Employees: Follows policy and can seek assistance from designated Union Representatives and/or Administrative Director.

Designated Testing Facility: Assures process is in compliance with policy and federal guidelines. Adena Regional Health Center is the designated testing site. Assures credibility for random selection process and that cut-off levels are in compliance with current federal and CDL guidelines.

Designated EAP Provider: Assures process in compliance with policy and federal guidelines, implements stipulations set forth by the Letter of Understanding, notifies Administrative Director of any violations, follows SAP protocol. Coordinates external EAP process and promotions with Administrative Director. The Scioto Paint Valley Mental Health Center is the designated EAP's Provider.

SECTION 29.17 System Contact:

Any questions regarding this policy or any other aspect of the City of Chillicothe's drug-free and alcohol-free program should be addressed to individuals in the City Administration, Police Department and Paint Valley Mental Heath. For names and contacts please refer to appendix Drug and Alcohol Policy contact list.

ARTICLE 30
ACTING SERGEANTS

Section 30.1 An Acting Sergeant working a particular shift will not be used to fill a vacancy caused by a Sergeant, if such use would constitute ordering a patrolman to fill the vacancy left by use of the Acting Sergeant. If no acting Sergeant is available, and the watch is sufficiently staffed, the senior patrol officer working the watch will be assigned as the acting sergeant and paid at the appropriate pay scale that is 5% above their current rate of pay.

Article 31
LAYOFF/RECALL

Section 31.1
When the City determines that a layoff is necessary because of job abolishment, lack of funds, or lack of work, they shall notify the affected employees as soon as is practicable in advance

(but not less than fourteen days in advance) of the effective date of the layoff.

Section 31.2

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Bargaining unit members in Sergeant's rank will have the right to bump out the lower seniority Patrol Officer. A Sergeant must exercise his bumping rights within five (5) days of the notice of layoff if their departmental seniority qualifies. Any sergeant on probationary status at the time of layoff shall have their probationary period suspended and if recalled to the position of sergeant, the employee will be required to resume and fulfill the remainder of the probationary period. The rank of Sergeant seniority will be determined by Appointment Date, Sergeant's with less rank seniority will be bumped or laid off before a sergeant with greater rank seniority. Department seniority determines seniority for placement for non-supervisory personnel.

All temporary, intermittent, part-time, and seasonal employees of the Police Division of the Police Department will be laid off before members of the bargaining units.

Section 31.3

The City shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Chief of Police informed of his/her current residence or mailing address.

Laid off employees shall notify the Chief of Police of any temporary absence from their regular address. The City agrees that an employee's recall rights shall continue until said employee is contacted or until seven (7) days have lapsed. Each laid off employee shall be entitled to one temporary absence under this section.

Section 31.4

Following the lay off, if the employee secures other employment, he/she shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his/her time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his/her right to recall. After proper notice by the Safety Director, if the employee does not have to give notice to the other employer or if proper notice has been given, the employee has three (3) days to report to work after notification or after effective date of proper notice.

Laid off employees shall have recall rights for three (3) calendar years from the effective date of layoff.

If a bargaining unit member has bumped back from Sergeant to Patrol Officer, he/she shall be reinstated to a vacancy in his prior rank before any member is installed to a position in that rank.

ARTICLE 32
DURATION

Section 32.1

This Agreement shall become effective at 7:00 AM, on January 1, 2012 where practically possible and as provided by law and otherwise shall continue to be in full force and effect until 11:59 PM December 31, 2014. Unless either party hereto or before ninety (90) days prior to the above termination date shall give notice to the other party in writing of a desire to change, alter or amend any provision of this Agreement, or to terminate it, this Agreement shall extend automatically from agreement year to agreement year. Thereafter, should the notification express the desire to terminate the entire Agreement, all obligations hereunder shall cease upon the termination date of the contract, unless the parties mutually agree in writing to extend the Agreement for a period or periods certain while a new agreement is being negotiated, unless the parties mutually agree in writing to extend the Agreement for a period or periods certain while a new agreement is being negotiated unless the parties mutually agree in writing to extend the Agreement for a period or periods certain while a new agreement is being negotiated..

ADDENDUM
MEMORANDUM OF UNDERSTANDING #1

A situation often develops where we have individuals on a certified Civil Service List who are required to take a temporary position, but not a permanent position due to emergency situations.

The first example would be that we would have a police sergeant's civil service list of three individuals. The appointing authority would certify these individuals on the police sergeant's list who are not permanently classified in the position as part-time police sergeant on the DF-18. This should be done in advance. Then when the emergency exists, they can automatically be paid for the different classification of police sergeant and we would be following the Association Agreement.

The other situation is that if all of the individuals on the police sergeant's list are being used as part-time police sergeant and there is no one on the list, then the appointing authority should list a police sergeant for instance, as a temporary police sergeant on the DF-18 and then the Civil Service Commission will approve the payroll.

In this situation, since it has been brought to the appointing authority's attention that there aren't enough people on the police sergeant's list, the appointing authorities should make a request for another examination and make a request for the filling of the position.

Since the police department has shift work, the appointing authority shall limit their part-time and temporary appointments from those who are eligible on the shift involved.

This memorandum procedure is being prepared so that the Auditor and the Civil Service Commission and the OLC and Mayor's office and police chief will understand the procedures required to the Civil Service Laws of non-temporary appointments for more than thirty (30) days and that appointments cannot be successive.

MEMORANDUM OF UNDERSTANDING #2

The City of Chillicothe (City) and the FOP Lodge #59 (Lodge) agree that for the term of this Agreement and pursuant to a Representation Agreement between FOP Lodge #59 and the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC), that the FOP/OLC will service the collective bargaining agreement and represent bargaining unit employees as determined by the Lodge and FOP/OLC.

For purposes of the collective bargaining agreement and other representational issues that may arise, the parties agree that the FOP/OLC shall be the point of contact and service for the City.

Chillicothe Police 2012-2014

SIGNATURE PAGE

Signed and dated at Chillicothe, Ohio on the 27 day of Mar, 2012.

FOR THE CITY OF CHILLICOTHE:

Mayor

Chief of Police

Safety-Service Director

Human Resources Director

Negotiator

FOR THE FOP/OLC:

Bargaining Chairman

Bargaining Committeeman

Bargaining Committeeman

Bargaining Committeeman

Bargaining Committeeman

Staff Representative FOP/OLC

APPROVED AS TO CONTENT:

APPENDIX A

AUTHORIZATION FOR DUES DEDUCTION

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

222 E. Town St., Columbus, Ohio 43215

1-800-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.

(PLEASE PRINT)

Place of Employment_____

Name of *Employee:*_____

Home Address_____

City_____ Zip Code_____

Phone_____

Classification_____

Department_____

Signature_____ Date_____

Mail white copy to FOP-OLC at above address

Present card to your Auditor

® 1

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
LODGE NO. 59,	}	Case No(s): 11-MED-09-1175
EMPLOYEE ORGANIZATION,	}	11-MED-09-1176
	}	11-MED-09-1177
and,	}	11-MED-09-1178
	}	
CITY OF CHILLICOTHE,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement as awarded by the fact-finder and deemed accepted by the parties in the above captioned case(s).

Respectfully Submitted,

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