CONTRACT

Between

City of Hilliard, Ohio

and

FOP, Capital City Lodge No. 9

January 1, 2014 -- December 31, 2016

HILLIARD - FOP 9 CONTRACT
TABLE OF CONTENTS

ARTICLE 1	**CONTRACT**	**1**
Section 1.1.	Contract	1
Section 1.2.	Purpose	1
Section 1.3.	Legal References	1
Section 1.4.	Sanctity of Contract	1
Section 1.5.	Past Practices	2
Section 1.6.	Enforceability of Contract	2
ARTICLE 2	**RECOGNITION**	**2**
Section 2.1.	Recognition	2
Section 2.2.	Bargaining Units.	2
ARTICLE 3	**LODGE SECURITY**	**2**
Section 3.1.	Dues Deduction	2
Section 3.2.	Fair Share Fee	3
Section 3.3.	Bulletin Boards	3
Section 3.4.	Ballot Boxes	3
Section 3.5.	Bargaining Unit Meetings	3
Section 3.6.	Use of Intra-Departmental Mails and City E-Mail Systems	4
Section 3.7.	Lodge Business	4
ARTICLE 4	**NON DISCRIMINATION**	**4**
Section 4.1.	Joint Pledge	4
Section 4.2.	City Pledge	4
Section 4.3.	Lodge Pledge	4
ARTICLE 5	**GRIEVANCE PROCEDURE**	**4**
Section 5.1.	Grievance Defined	4
Section 5.2.	Qualifications	5
Section 5.3.	Jurisdiction	5
Section 5.4.	Grievance Procedure	5
Section 5.5.	Miscellaneous	6
ARTICLE 6	**ARBITRATION**	**8**
Section 6.1.	Arbitration Submission	8
Section 6.2.	Selection of the Arbitrator	9
Section 6.3.	Authority of the Arbitrator	9
ARTICLE 7	**LODGE REPRESENTATION**	**10**
Section 7.1.	Grievance Representatives	10
Section 7.2.	Lodge Release Time	10

ARTICLE 8	**NEGOTIATIONS**	**10**
Section 8.1.	Committees	10
Section 8.2.	Good Faith Bargaining	10
Section 8.3.	Information Furnished	11
Section 8.4.	Private Meetings	11
Section 8.5.	Spokesperson	11
Section 8.6.	Informal Minutes	11
Section 8.7.	Proposals	11
Section 8.8.	Caucus and Adjournment	11
Section 8.9.	FOP Committee	11
Section 8.10.	Ratification of Tentative Agreement	12
ARTICLE 9	**DISPUTE RESOLUTION**	**12**
Section 9.1.	Dispute Resolution Procedures	12
ARTICLE 10	**MANAGEMENT RIGHTS**	**13**
Section 10.1.	Management Rights and Responsibilities	13
Section 10.2.	Subject to Bargaining and/or Grievance	14
ARTICLE 11	**CORRECTIVE ACTION AND RECORDS**	**14**
Section 11.1.	Corrective Action for Cause	14
Section 11.2.	Progressive Corrective Action	14
Section 11.3.	Actions of Record	15
Section 11.4.	Chief's Hearing	15
Section 11.5.	Safety Director's Hearing	16
Section 11.6.	Appeals	16
Section 11.7.	Due Process Requirements	17
Section 11.8.	Duration of Records	18
Section 11.9.	Review of Personnel Files	19
Section 11.10.	Inaccurate Documents	19
Section 11.11.	Performance Evaluations	19
Section 11.12.	Placement of Material in Personnel File	19
Section 11.13.	Personnel Files	20
Section 11.14.	Divisional Board of Review	20
ARTICLE 12	**WORK RULES AND DIRECTIVES**	**21**
Section 12.1.	Work Rules and Directives	21
ARTICLE 13	**LABOR RELATIONS MEETINGS**	**21**
Section 13.1.	Philosophy	21
Section 13.2.	Commitments	21
Section 13.3.	Structure	22
Section 13.4	Meetings	22
Section 13.5	Identification of Representatives	22

ARTICLE 14 **PROMOTIONS** **22**
Section 14.1. State Law Applicable 23
Section 14.2. Promotional Examinations 23
Section 14.3. Conduct of Promotional Exams and Appointments 23
Section 14.4. Content of Promotional Examinations 23

ARTICLE 15 **POLITICAL ACTIVITY** **23**
Section 15.1. Political Activity 24

ARTICLE 16 **LAYOFFS/JOB ABOLISHMENT** **24**
Section 16.1. Layoffs 24
Section 16.2. Job Abolishment 24
Section 16.3. Notice of Action 24
Section 16.4. Appeals 25
Section 16.5. Reinstatement 25

ARTICLE 17 **MISCELLANEOUS** **25**
Section 17.1. Safety 25
Section 17.2. Agreement Copies 25
Section 17.3. Personal Mail 25
Section 17.4. Personal Storage 25
Section 17.5. Outside Employment Prohibitions 26
Section 17.6. Orientation Session 26
Section 17.7. Bi-Annual Meetings 26

ARTICLE 18 **WAGES** **26**
Section 18.1. Wage Schedule 26
Section 18.2. Wage Steps - Police Officers 28
Section 18.3. Wage Steps - Sergeant, Lieutenant 29
Section 18.4. New Rank or Position 29
Section 18.5. Promotion 29
Section 18.6. Reduction in Rank 29
Section 18.7. Reemployment 29
Section 18.8. Work Schedule 29
Section 18.9. Job Assignments 30
Section 18.10. Pay Periods 30
Section 18.11. Working Out of Rank 31

ARTICLE 19 **UNIFORMS AND EQUIPMENT** **31**
Section 19.1. Uniforms and Equipment 31
Section 19.2. Civilian Clothing 31
Section 19.3. Dry Cleaning 32
Section 19.4. Personal Property 32
Section 19.5. Ownership 33
Section 19.6. Standard Issue Uniforms and Equipment 33
Section 19.7. Review Committee 34

ARTICLE 20	**INSURANCE**	**34**
Section 20.1.	Employee Insurance	34
Section 20.2.	Changes to Insurance Plans	34
Section 20.3.	Life Insurance	35
ARTICLE 21	**HOLIDAYS AND PERSONAL DAYS**	**35**
Section 21.1.	Holidays	35
Section 21.2.	Holiday/Personal Days	35
Section 21.3.	Personal Day Scheduling	35
Section 21.4.	Holiday Pay/Scheduling	35
Section 21.5.	Effect Upon Leave	36
Section 21.6.	Payment at Separation	36
ARTICLE 22	**SICK LEAVE**	**36**
Section 22.1.	Accrual	36
Section 22.2.	Transferred Sick Leave Bank	36
Section 22.3.	Sick Leave Use	36
Section 22.4.	Pregnancy	36
Section 22.5.	Limitations	37
Section 22.6.	Light Duty	37
Section 22.7.	Additional Payment	37
Section 22.8.	Conversion Upon Separation	37
Section 22.9	Rules and Procedures	38
Section 22.10.	Medical Updates	38
Section 22.11.	Special Conversion	38
Section 22.12.	Sick Time Donation	38
ARTICLE 23	**VACATION LEAVE**	**41**
Section 23.1.	Vacation Accrual	41
Section 23.2.	Vacation Use	41
Section 23.3.	Conditions	42
Section 23.4.	Pay-off Upon Separation or Death	42
Section 23.5.	Annual Pay-Off	42
Section 23.6.	Vacation Leave Policy	42
ARTICLE 24	**OTHER LEAVE**	**43**
Section 24.1.	Military, Jury Duty, Examination Leave, Special Leave and Funeral Leave	43
ARTICLE 25	**OVERTIME**	**44**
Section 25.1.	Overtime	44
Section 25.2.	Computation of Overtime Rate	44
Section 25.3.	Show up Time	44
Section 25.4.	Stand-By Pay	44

Section 25.5.	Compensatory Time	44
Section 25.6.	Payment of Accrued Compensatory Time Upon Separation	46
Section 25.7.	Application to Special Duty	46
Section 25.8.	Minimum Manpower	46
ARTICLE 26	**INJURY LEAVE**	**46**
Section 26.1.	Scope	46
Section 26.2.	Eligibility	46
Section 26.3.	Injury Leave Report	46
Section 26.4.	Injury Leave Approval	47
Section 26.5.	Use of Other Leave	47
Section 26.6.	Medical Examination/Treatment	47
Section 26.7.	Rate of Pay	47
ARTICLE 27	**ANNUAL SERVICE CREDIT**	**47**
Section 27.1.	Annual Service Credit	48
ARTICLE 28	**PENSION PICK UP**	**48**
Section 28.1.	Pension Pick-Up	48
ARTICLE 29	**SHIFT DIFFERENTIAL**	**48**
Section 29.1.	Shift Differential Pay Rate	48
Section 29.2.	Eligibility	48
Section 29.3.	Method of Payment	49
ARTICLE 30	**UTILIZATION OF CITY RECREATION FACILITIES**	**49**
Section 30.1.	Use of City Recreation Facilities	49
ARTICLE 31	**SPECIAL DUTY**	**49**
Section 31.1.	Special Duty	49
Section 31.2.	Employment Terms	49
Section 31.3.	Police Responsibility	49
Section 31.4.	Special Duty Detail Supervisors	50
Section 31.5.	Special Duty	50
ARTICLE 32	**FIELD TRAINING OFFICERS**	**51**
Section 32.1.	FTO	51
ARTICLE 33	**TUITION REIMBURSEMENT**	**51**
Section 33.1.	Reimbursement Program	51
ARTICLE 34	**SUBSTANCE ABUSE AND TESTING**	**52**
Section 34.1.	Purpose	52
Section 34.2.	Responsibility	53
Section 34.3.	Definitions	53
Section 34.4.	Prohibited Conduct	53

Section 34.5. Reasonable Belief Testing....54
Section 34.6. Order to Submit to Testing....54
Section 34.7. Testing Determination....54
Section 34.8. Collection Site/Laboratory....54
Section 34.9. Testing Procedure....55
Section 34.10. Voluntary Request for Assistance....56
Section 34.11. Discipline/Rehabilitation Options....57
Section 34.12. Referral to Treatment....57
Section 34.13. Right of Appeal....58
Section 34.14. Treatment Costs....58
Section 34.15. Confidentiality....58
Section 34.16. Other Laws....58

ARTICLE 35 DURATION....58
Section 35.1. Duration....58

SIGNATURES....59

ARTICLE 1. CONTRACT

Section 1.1. Contract. This Contract is made and entered into by and between the City of Hilliard, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the Lodge). The Lodge is the duly authorized and exclusive representative for members of the bargaining units (hereinafter referred to as "member" or "members") described in Section 2.2.

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

Section 1.3. Legal References.

A. Unless otherwise indicated, the terms used in the Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Contract makes no specification about a matter, the City, members and the Lodge are subject to applicable state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointment from the eligible lists are not subjects of bargaining under this Contract.

B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the City and the Lodge shall meet within seven (7) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith discussions, but not to include the provision of fact finding mediation or conciliation.

C. The City and the Lodge agree that no member shall be asked to make any written or verbal agreement which may in any way conflict with this Contract.

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

Section 1.5. Past Practices. Any past benefit or past practice that has been continuous, known, and sanctioned by the City and/or Department of Public Safety, but not incorporated in this Contract, shall not be altered until and unless good faith discussions between the City and the Lodge, take place.

Section 1.6. Enforceability of Contract. The City and the Lodge assert and believe that the provisions of this Contract are enforceable in a court of law. The City and the Lodge believe that the provisions contained herein do not represent any illegal delegation of power. Should the City or the Lodge bring any legal action in any court regarding or concerning the terms of this Contract, neither party shall raise as a defense the legal effectiveness and enforceability of this Contract.

ARTICLE 2. RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for all members included in the bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment and the resolution of questions arising under this Contract.

Section 2.2. Bargaining Units. Pursuant to 4117.06 of the Ohio Revised Code, there are established two (2) bargaining units within this Contract. The first bargaining unit consists of all sworn and full-time members of the Hilliard Police Department who are Police Officers below the rank of Sergeant. The second bargaining unit consists of all sworn and full-time members of the Hilliard Division of Police who are Police Officers of the rank of Sergeant and above. Excluded from inclusion in either bargaining unit, and thereby from coverage within this Contract, is the position of Chief of Police and the position of Deputy Chief. Reference throughout this Contract to member or members shall mean employees who are within either bargaining unit, unless specified otherwise.

ARTICLE 3. LODGE SECURITY

Section 3.1. Dues Deduction. Pursuant to 4117.09(B)(2) of the Ohio Revised Code, the City agrees to deduct the Lodge membership dues in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

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

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

Section 3.2. Fair Share Fee.

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

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

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

Section 3.3. Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board at the work site. Lodge bulletins and Lodge material only will be permitted to be posted on this board. The location of the board shall be in the Patrol Officers Roll Call Room. This bulletin board shall be no larger than 3 feet by 5 feet.

Section 3.4. Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place ballot boxes at Division Headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Ballot boxes shall be placed in the Patrol Officers Roll Call Room. Such ballot boxes shall be the property of the Lodge and neither the ballot boxes nor their contents shall be subject to the Division's review.

Section 3.5. Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to the Chief of Police, to hold meetings, for members, at Police Headquarters or another City building, room or facility. The notification required under this Section shall be in writing, shall be delivered to the Chief no later than forty-eight (48) hours prior to the time of the meeting, not including weekends and holidays, and shall state the date, time and requested location of the meeting.

The City agrees to hold the requested location open for use by the Lodge on the date and the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the City to

provide the requested location to the Lodge, the City will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room or facility.

No member or member of the Lodge shall be asked or obligated to divulge to the City information discussed at said meetings.

Section 3.6. Use of Intra-Departmental Mails and City E-Mail Systems. The Lodge shall be permitted to utilize the intra-departmental mail system and the City's e-mail system for the purpose of providing information pertaining to Lodge business or bargaining unit representation to members. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. All mail placed into the mail system by the Lodge shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review. No assurance of privacy is extended to the Lodge's use of the City's e-mail system. When using the e-mail system, the Lodge and the members shall abide by the City's e-mail policy.

Section 3.7. Lodge Business. Representatives of the Lodge shall be permitted to transact official Lodge business at Divisional work sites at all reasonable time, providing that this shall not interfere with or interrupt the efficiency or effectiveness of the Divisional operations.

ARTICLE 4. NON DISCRIMINATION

Section 4.1. Joint Pledge. The City and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, handicap, application for or participation in workers' compensation program, or disability, as provided by law. The Lodge, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any member to become and remain a member of the Lodge or to refrain from Lodge membership.

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

Section 4.3. Lodge Pledge. The Lodge agrees to fairly represent all members subject to the provisions and procedures set forth in Sections 4117.11(B) (6) and 4117.12 of the Ohio Revised Code.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours, terms or conditions of employment of members, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Contract, law, ordinance, department regulation or policy as it pertains to the wages, hours, terms or conditions of the employment of the members.

Section 5.2. Qualifications. A grievance can be initiated by the Lodge, an aggrieved member, or a group of members. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the grievance representative may select one or more members to process the grievance as the designated representatives of the affected group members, as the group is defined on the grievance form. A member has the right to present grievances and have them adjusted, without the intervention of the Lodge, as long as any adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment. A resolution of any group grievance is binding on all members of the group.

Section 5.3. Jurisdiction. Nothing in this Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter. However, once a member, group of members, or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the member, group of members, or the Lodge is thereafter precluded from seeking a remedy under this Procedure.

Section 5.4. Grievance Procedure. The following steps and procedures shall be utilized in the resolution of grievances:

A. Preliminary Step. Prior to submitting a written grievance, the member will first attempt to resolve the matter informally with his or her immediate supervisor. The member may seek the assistance of the grievance representative who may also informally attempt to resolve the matter, time permitting, before submitting a written grievance.

B. Step One.

1. Notwithstanding any attempt at informal resolution at the preliminary step, a member shall submit the grievance in writing to the Sub-Division Commander on the Grievance Form agreed upon by the parties within fourteen (14) days following the event or circumstances that gave rise to the grievance, or within fourteen (14) days after the event or circumstances first became known to the grievant. The Sub-Division Commander shall date-stamp the form on the date of receipt and initial it.

2. Within seven (7) days of receipt of the written grievance, the Sub-Division Commander shall affix a written response to the form, date and sign the response, and return one copy of it to the grievant. The Sub-Division Commander shall retain a copy of the response for future references.

C. Step Two.

1. When a grievant is not satisfied with the Sub-Division Commander's written response to the grievance at Step One of the procedure, the grievant may appeal the grievance to the Chief of Police. The grievant shall initiate this appeal by delivering, within seven (7) days after receipt of the Step One response to the grievance, a copy of the Grievance Form containing the written response of the grievant's Sub-Division Commander from Step One and any other pertinent documents, to the office of the Chief of Police. The Chief of Police shall date-stamp and initial the Form on the date of its receipt.

2. Within fourteen (14) days of receipt of the Grievance Form, the Chief shall investigate the grievance and the Chief shall schedule and conduct a meeting to discuss the grievance with the grievant and the grievance representative. A Lodge representative may also attend this meeting so long as reasonable advance notice is provided to the Chief. The Chief may be joined in the meeting by the Safety Director or designee and may bring one other representative. The Chief may also consult with the Safety Director or designee in reaching a resolution of the grievance.

3. At the meeting called for at this Step, the grievant and/or the grievance representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) days after the meeting at this Step, the Chief shall submit to the grievant and the grievance representative a written response to the grievance, which response shall be signed and dated. The Chief shall retain a copy of the written response for future reference.

5. Should the grievant not be satisfied with the Chief's response to the grievance at Step Two, the grievance may proceed to arbitration as provided in Article 6 "Arbitration".

D. Where the grievant's immediate supervisor is a Lieutenant, the grievant may file the grievance directly at Step Two. Where the grievant's immediate supervisor is the Chief, the grievant may file the grievance directly with the Safety Director who shall proceed as provided in Step Two.

Section 5.5. Miscellaneous.

A. Members and/or their grievance representative shall be allowed time off from their regular duties with pay for attendance at meetings under the grievance procedure with prior notification and approval of their respective supervisors if such meeting is to be held during their regularly scheduled tours of duty. Such approval shall not be unreasonably withheld. The withholding of such approval

shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal the grievance or have it heard. No member shall be entitled to overtime pay solely for the purpose of attending meetings held under the grievance procedure.

B. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the Lodge's and the City's designated representatives may mutually agree, at any step, to short time extensions, but any such agreement must be in writing and signed by the parties or in an e-mail communication with a corresponding "reply' of acceptance between the parties.

C. If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next day on which such office is open.

D. In the absence of mutual extensions, the grievant may, at Step One, where response is not forthcoming within the specified time limits, presume the grievance to have been denied and advanced to the next step; the grievant may, at Step Two where response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy subject however to subparagraph "I" below.

E. Any step in the grievance procedure may be waived by mutual consent. A grievance shall be processed through the chain of command whose action gave rise to the grievance if different than that of the grievant.

F. In each step of the grievance procedure outlined in Section 5.4, certain specific representatives shall be approved to attend the meeting therein prescribed. It is expected that, in the usual grievance, these 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, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring 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 representatives have input which may be beneficial in attempting to resolve the grievance.

G. The grievance shall be filed on a written grievance form, as agreed to by the City and the Lodge, which form shall contain the following information:

1. Name and signature of individual signing the grievance and date grievance is filed;

2. Description of incident(s) or event(s) giving rise to the grievance;

3. As applicable, Contract section(s), law(s), ordinance(s), departmental regulation(s) or polic(ies) alleged to be violated;

4. Where applicable, name of supervisor with whom grievance was first discussed, and the date of this discussion;

5. Desired remedy to address or resolve the grievance;

6. A number which the Lodge will assign the grievance (e.g. 2008 - ___).

While the grievant is expected to provide the above listed information where applicable, the arbitrability or substantive validity of the grievance shall not be adversely affected if the grievance form is considered deficient in its execution, except that the question of whether a grievance has been timely filed or timely processed may be raised regardless of the way in which the form has been executed.

If a grievance is viewed as incomplete and cannot be reasonably processed by the City without clarification by the grievant, the City will inform the grievant of its concern in writing within the applicable response period. The timeline for the City's response will be tolled until the grievant responds to the City's request for clarification.

H. For the purpose of counting time, "days" as used in this Article refer to calendar days, but will not include approved leaves of the acting party of fourteen (14) consecutive days or less, or holidays.

I. Any favorable resolution of a grievance that has financial consequences to the City must have the approval of the Safety Director. If a grievant is satisfied with the resolution of a grievance which has financial consequences to the City, then within seven (7) days after the time for appealing the grievance resolution as set forth above, the grievance and the resolution shall be delivered, in writing by the supervisor resolving the grievance, to the Safety Director. Within seven (7) days of receipt of the grievance and resolution, the Safety Director shall either approve or overrule the same. If the Safety Director takes no action within seven (7) days, the resolution is approved. If overruled, it shall be in writing and returned to the supervisor, within seven (7) days of receipt, who forwarded it to the Safety Director.

ARTICLE 6. ARBITRATION

Section 6.1. Arbitration Submission. Should a grievant, after receiving a written answer to the grievance at Step Two of the Grievance Procedure, still feel that the grievance has not been

satisfactorily resolved, the Lodge may submit the grievance to arbitration. The Lodge, by the Lodge President, must notify the Safety Director of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days of the grievance representative and grievant's receipt of the written response at Step Two of the Grievance Procedure. Should the fourteenth day fall on a Saturday, Sunday, or legal holiday, the notice of intention to proceed through arbitration shall be delivered on the next normal working day.

Section 6.2. Selection of the Arbitrator. An arbitrator may be chosen by mutual agreement of the Lodge and the City. Absent mutual agreement, the Lodge and the City shall request a list of seven (7) Labor arbitrators who are residents of or have business offices within the State of Ohio from the American Arbitration Association. The Lodge and the City will select an arbitrator from the list by alternate striking of names, and the American Arbitration Association will be notified of the Arbitrator's selection. A flip of a coin shall determine who will strike the first name. Either party shall have the option to reject a list and request another list of seven (7) arbitrators, but this option may be exercised only once by each party.

The fee and expenses of the arbitrator and the rent, if any, for the hearing room, shall be paid equally by both parties.

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

Section 6.3. Authority of the Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties. The arbitrator shall only consider and make an award with respect to the specific issue or issues submitted in writing by the City and/or the Lodge. The question of the arbitrability of a grievance may be raised by either party at the arbitration hearing on the grounds that the grievance is nonarbitrable or beyond the arbitrator's jurisdiction. If the question on arbitrability is raised, it will be addressed by the arbitrator before a decision on the merits of the grievance is made; provided, however, that such decision does not have to be made at the time of the hearing.

In the event the arbitrator finds a violation of the terms of this Contract, the arbitrator is empowered to fashion an appropriate remedy. The arbitrator shall not have the authority to make an award contrary or inconsistent with this Contract. The arbitrator shall submit in writing the decision to the Safety Director and the Lodge President, or their designees, within thirty (30) days following the conclusion of the hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the expressed terms of this Contract to the facts presented.

The decision of the arbitrator shall be final and binding on both parties and subject to enforcement or review as provided in Ohio Revised Code Chapter 2711.

ARTICLE 7. LODGE REPRESENTATION

Section 7.1. Grievance Representatives. The Lodge President shall appoint three (3) Lodge members from the Police Officer bargaining unit **(one from each shift)** and one (1) Lodge member from the Supervisory Unit to serve as Grievance Representatives. The authorized functions of the Grievance Representatives shall include the following:

A. Attending any City/Lodge joint meetings relating to employee relations and/or grievances.

B. Representing the Lodge in investigating and processing grievances in this grievance procedure.

C. Providing general supervision and coordination of grievances in progress.

D. Acting as liaison between the City and the Lodge on matters concerning grievances. Each Grievance Representative shall be released from normal duties while performing representation duties with prior notification to his or her supervisor, if such representation duties fall within his or her regularly scheduled tour of duty. No Grievance Representative shall be entitled to overtime pay solely for the purpose of conducting representation duties. While performing representation duties on a regularly scheduled tour of duty, such Grievance Representative shall be required to be immediately available for contact by his or her supervisor and shall be required to forego any representation duty upon direction of his or her immediate supervisor for the purpose of assisting in emergencies. Grievance Representatives shall not forfeit any pay, entitlement, and/or benefits while conducting permitted representation duties during their regularly scheduled tour of duty.

Section 7.2 Lodge Release Time. Each Grievance Representative shall be released with pay from regular job duties for up to eight (8) hours per calendar year to attend grievance training sessions sponsored or funded by the Lodge. Approval for such release time shall be approved by the Chief, or designee.

ARTICLE 8. NEGOTIATIONS

Section 8.1. Committees. The Lodge and the City have the right to select their own Negotiations Committee for both bargaining units and to change Committee Members at will. The City and the Lodge agree to engage in multi-unit bargaining as to both bargaining units. The Lodge and the City specifically reserve the right to have their Representatives, Attorneys, Accountants or Consultants, serve as members of or consultants to their respective Negotiations Committees.

Section 8.2. Good Faith Bargaining. The City and the Lodge are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counter proposals, to compromise and make agreements subject to final ratification; to provide supporting data and rationale for its own proposals and counter proposals; will not assume positions at the beginning which it describes as fair and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 8.3. Information Furnished. The City and the Lodge are obligated to provide each other with relevant financial and other information, as requested in writing and within reasonable time limitations, which is necessary for each party to develop proposals and counter-proposals and to negotiate in good faith.

Section 8.4. Private Meetings. The City and the Lodge agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at least once every week, unless mutually agreed otherwise.

Section 8.5. Spokesperson. The Negotiations Committees will formally communicate with each other through a spokesperson named by each party.

Section 8.6. Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 8.7. Proposals. At the first negotiation meeting, the Lodge will present its initial proposals. At the second negotiation meeting, the City will present its initial proposals. Either party may reserve its presentation as to economic matters to a later date.

Section 8.8. Caucus and Adjournment. Either the City or the Lodge has the right to call a caucus at any time or to adjourn the negotiations session.

Section 8.9. FOP Committee. Lodge members on the Lodge's Negotiations Committee shall be permitted to attend negotiation meetings that may be scheduled during their regular tours of duty without loss of pay, entitlement, and/or benefits. Lodge members shall not be entitled to overtime pay solely for the purpose of attending such meetings. Lodge members on the Lodge's Negotiations Committee shall receive hour for hour compensatory time at their straight time rates when negotiation meetings are scheduled at a time other than their regular tours of duty so that they may attend negotiations. The Lodge shall notify the Chief of the names of Lodge members on the Lodge's Negotiation Committee prior to this first scheduled negotiation meeting. Upon prior notification to their supervisors, Lodge members on the Lodge's Negotiations Committee shall be allowed reasonable time off duty, without loss of pay, entitlement, and/or benefits, to attend work sessions of the Negotiations Committee during and prior to the course of

negotiations, if any such meetings should fall within any of their regularly scheduled tour of duty.

Section 8.10. Ratification of Tentative Agreement. After approval by one or both bargaining units, the City shall submit the tentative agreement reached by the negotiation committee to City Council for ratification. The City Council must approve or reject the submission as a whole. When approved by the Council, the Contract is binding upon the City, City Council, the Lodge and the members.

ARTICLE 9. DISPUTE RESOLUTION

Section 9.1. Dispute Resolution Procedures. If the Lodge and the City are unable through negotiations to agree as to the terms of a new Contract, all issues in dispute shall be submitted to the following Mediation - Arbitration Procedure, as permitted by Section 4117.14(C) of the Ohio Revised Code.

A. Mediator. By mutual agreement, the City and the Lodge may request that the State Employment Relations Board (hereinafter referred to as SERB) appoint a mediator to assist the parties in the collective bargaining process.

B. Binding Arbitration. If the City and the Lodge are unable to agree as to the terms of the new Contract, then the parties will submit all issues in dispute to binding arbitration. The parties shall be confined to a choice of the last offer of each party on each issue submitted. By mutual agreement, mediation may continue pending the arbitration hearing or be undertaken by the arbitrator.

C. Arbitrator. An arbitrator, who is a resident of Franklin County or one of the seven (7) contiguous counties, may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the State of Ohio from SERB. The Lodge and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. A flip of a coin shall determine who will strike the first name. Either party shall have the option to reject the list and request another list of seven, but this option may be exercised only once by each party.

D. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall submit to arbitration those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Lodge.

2. The parties shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the

unresolved issues, each party's final offer as to the issues, and the rationale for their positions.

3. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept evidence relevant to the issues in dispute.

4. After the hearing, the arbitrator shall resolve the dispute between the City and the Lodge by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration, pursuant to Section 4117.14(G) (7) of the Ohio Revised Code, the following factors:

   (a) Past Contracts between the parties;

   (b) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size operating under similar circumstances;

   (c) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

   (d) The lawful authority of the City;

   (e) Any stipulations of the parties;

   (f) Such other factors as may be relevant to the arbitrator's decision.

E. Continuation of Contract; Arbitration Award. The City and the Lodge shall continue in full force and effect all the terms and conditions of this Contract, for a period after the expiration date of this Contract, until the final decision of the arbitrator has been issued and incorporated into a new Contract. The arbitrator's decision is final and will be binding upon the parties, but is subject to review under the provisions of Chapter 2711 of the Ohio Revised Code. The City and the Lodge shall take whatever actions are necessary to implement the arbitrator's decision in the shortest practicable period of time.

F. Retroactivity. Notwithstanding Section 4117.14(G)(11) of the Ohio Revised Code, at the discretion of the arbitrator, increases in rates of compensation and other matters with cost implications may be retroactive to the commencement of a new fiscal year which has commenced since bargaining was undertaken or to the conclusion of the existing Contract whichever is earlier.

G. Arbitration Costs. The parties shall bear equally the cost of the arbitration procedure.

ARTICLE 10. MANAGEMENT RIGHTS

Section 10.1. Management Rights and Responsibilities. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility to:

A. Determine matters of inherent managerial policies that include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate or hire members;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall method, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or remove for just cause, or layoff, transfer, assign, schedule, promote, or retain members;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Division of Police;

H. Effectively manage the work force; and

I. Take actions to carry out the missions of the Division of Police.

Section 10.2. Subject to Bargaining and/or Grievance. The City is not required to bargain with the Lodge on subjects reserved to the management and direction of the Division of Police, except as such subjects would affect wages, hours, terms and conditions of employment of members, and/or the continuation, modification or deletion of an existing provision of this Contract.

ARTICLE 11. CORRECTIVE ACTION AND RECORDS

Section 11.1. Corrective Action for Cause. No member shall be removed, reduced in pay or position, suspended, reprimanded, otherwise disciplined, or deprived of any professional advantage, without just cause. Layoffs, transfers, assignments, and scheduling shall not be accomplished for disciplinary or arbitrary reasons.

Section 11.2. Progressive Corrective Action. For charges other than insubordination, the principles of progressive corrective action will be followed with respect to conduct that is not a violation of law. However, the charge of insubordination will only be used when no other charge is applicable to the conduct considered insubordinate. The principles of progressive corrective action set forth a progression of actions to be taken to correct the same or related offenses. This

progression calls for: an initial informal counseling before a minor reprimand; a minor reprimand before a written reprimand; a written reprimand before more serious action, such as demotion, or suspension; and a serious action before termination. If a continuous series of minor incidents occur, or an act is committed that is a major breach of discipline or actual violation of law the Chief of Police may direct, subject to the Safety Director's review, that a different sequence of corrective action than that indicated above is necessary.

Section 11.3. Actions of Record. At any time an inquiry concerning a member occurs wherein corrective action (minor reprimand, written reprimand, suspension, reduction in pay or position, or removal) may result, the member will be immediately notified that such a result is possible. While a supervisor may retain private written notes to document the giving of an informal verbal counseling, such written notes shall not appear in a member's personnel file or other official records of the City or the Division. Documentation of corrective action of record shall only be kept in the member's master personnel file. Any such written notes or other documents found in any files or records in violation of the provisions of this Section shall be immediately removed.

Section 11.4. Chief's Hearing. For allegations that could result in suspension, reduction in pay or position, or removal, a member shall be afforded the opportunity for a hearing before the Chief or designee. This hearing shall be held within thirty (30) days after the investigation of the member has been completed and submitted to the Chief. The member shall receive, at least three (3) days prior to the date of the hearing, written notice of (1) the date, time and place of the hearing, and (2) the specific allegations against the member which will be considered at the hearing.

If requested, at least seventy-two (72) hours before the hearing with the Chief, the member shall be given access to, and/or copies of, all documents and records in the possession of the City that comprise the current IA file or investigation file under review. At the hearing with the Chief or designee the member shall have right to counsel and/or Lodge representative but no right to call witnesses or cross-examine. The hearing may be recorded by either party with forty-eight (48) hours prior notice to the other party, and the Chief or designee shall again present the allegations being made against the Member and ask the Member to respond.

Within 14 days of the hearing, the Chief shall decide what discipline, if any, is appropriate and notify the member in writing of the same. If the Chief concludes that discipline is appropriate, the Chief shall prepare charge and specifications sheets and serve the accused member. Within seven (7) days after receiving the notification from the Chief, the accused shall notify the Chief whether he or she intends to proceed with a Safety Director's Hearing or resolve the matter without a hearing as provided below.

Nothing shall preclude the Chief from continuing any investigation after the hearing with the Member.

A Safety Director's hearing shall be conducted, unless one of the following applies:

1. The Chief imposes a disciplinary penalty that the accused member accepts. Any disciplinary penalty imposed by the Chief having financial consequences to the City requires the approval of the Safety Director.

2. The Chief offers the accused member the opportunity to forfeit either accrued vacation or personal leave, up to a maximum of forty (40) hours' leave, and the member accepts, and the Safety Director approves, this offer. Any such leave forfeiture shall be considered a suspension for disciplinary purposes.

3. The member waives the opportunity for a Safety Director's hearing and allows the Safety Director to issue findings without a hearing.

4. The member voluntarily separates from service.

Section 11.5. Safety Director's Hearing. If a Safety Director's hearing is convened pursuant to Section 11.4, it shall be conducted as follows:

A. At this hearing, the affected member will be allowed to be represented by a Lodge representative or Lodge attorney and will be allowed to call witnesses material to the member's defense, including the reasonable issuance of mandatory subpoenas to City personnel/employees; The City and the Lodge will be given the opportunity to cross-examine any adverse witness. Hearings will be held in the Municipal Building, unless an alternate site is mutually agreed upon by both parties. All hearings may be recorded, and a copy of the recording shall be provided to the member at no charge, if the City and Lodge agree recording is appropriate. If the recording is transcribed by the City, then the member shall receive a copy of the transcribed recording, at no charge. If the Lodge transcribes the recording, then the City shall receive a copy at no charge.

B. A member who is charged, or his or her Lodge representative or Lodge attorney, may make a written request for a continuance of the hearing. Such requests will be granted where practical and at the discretion of the Safety Director. The length of the continuance shall be mutually agreed upon.

C. A member who is charged, or the member's Lodge representative or Lodge attorney, may make written request directly to the Chief to review the member's personnel files. Such request will be granted immediately by the Chief of Police in the case of a pending Safety Director hearing.

D. The hearing shall be held not earlier than seven (7) days nor later than thirty (30) days after the member notifies the Chief of his or her intent to proceed to a Safety Director's hearing.

E. The Safety Director shall issue a written decision including specific findings regarding the charges and specifications against the accused and shall notify the

accused of the decision within fourteen (14) days after the hearing is adjourned. The notice required herein shall be given to the member personally before any public statement is made concerning the outcome of the Safety Director's hearing.

Section 11.6. Appeals. Members may elect to appeal the decision of the Safety Director on disciplinary matters that result in termination, suspension, reduction in rank or reduction in pay to arbitration. Appeal to arbitration shall require the approval of the Lodge President as provided in Section 6.1.

Section 11.7. Due Process Requirements. The following requirements shall apply to formal Internal Affairs Investigations conducted by the Department to investigate charges of wrongdoing against a member.

A. Reasonably in advance of any administrative interview, but not less than forty-eight (48) hours, the member shall be provided a copy of the written citizen complaint and/or the allegations under investigation as reduced to writing.

B. Administrative interviews shall be scheduled so that the member has a reasonable opportunity to obtain representation from the Lodge. A Lodge representative or Lodge Attorney shall be permitted to be present during the administrative interview.

C. Notification is to be provided at the beginning of the administrative interview as to the specific facts that support the allegation(s).

D. All interviews shall be taped by the City at the request of the City, Lodge representative or member. The City shall bear the cost of such tape recording, and transcript, if made. One copy of the tape or transcript shall be provided at no cost to the Lodge representative or member upon request. If requested, the City shall provide any tape or transcript to the member, his or her Lodge representative, or his or her Lodge attorney.

E. No disciplinary action will be taken on anonymous complaints unless there is sufficient corroborative evidence.

F. No member under investigation or member called as a witness shall be charged with insubordination for failing to answer questions at an administrative interview unless the member is first advised that such failure may be the basis for insubordination charges.

G. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.

H. No polygraph examination or other purported truth verification examination of the member shall be conducted without the member's consent.

I. Subparagraphs B, D, F, H and K shall apply to members interviewed as witnesses. The member interviewed as a witness shall be advised prior to questioning of the nature of the investigation, administrative or criminal. While a member interviewed as a witness shall be allowed prior to the initiation of questioning to view a copy of the citizen complaint and/or the allegations under investigation, as reduced to writing, the City is not required to give the member a copy of the citizen complaint and/or the allegations under investigation, as reduced to writing.

J. The member is to be advised at the beginning of the interview whether it is a criminal or an administrative investigation interview. If the matter under investigation is criminal in nature, the member's failure to answer a question shall not be considered insubordination. If the interview becomes criminal in nature, then all questioning must stop until the member is given ample opportunity to obtain either Lodge representative or Lodge attorney. A member who refuses to answer questions or participate in an investigation shall not be charged with insubordination or like offense where such refusal is premised on an exercise of his or her constitutional rights or a violation of this Contract in a criminal allegation.

K. Any interview will be conducted insofar as practical at hours reasonably related to the member's shift, preferably during the member's working hours. Interview sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attention to physical necessities.

Section 11.8. Duration of Records. All actions of record as defined in Section 11.3 will be maintained in each member's personnel file consistent with the following retention schedule and subject to approval of the City of Hilliard Records Commission and as approved by state archives retention schedule. Unfounded or unsubstantiated complaints or allegations shall not be considered in further corrective action, promotional considerations, or future transfer considerations. The parties shall jointly request the City of Hilliard Records Commission to approve the following record retention schedule:

A. Records on minor reprimand shall be removed eighteen (18) months after the minor reprimand was issued.

B. Records on a written reprimand shall be removed thirty (30) months after the written reprimand was issued.

C. Records on a suspension of less than five (5) days shall be removed four (4) years after the suspension was issued.

D. Records on a suspension of five (5) days or more shall be removed six (6) years after the suspension was issued.

E. If there is a reoccurrence of any additional disciplinary action for either a more serious or similar or related offense, any of the records referenced in

subparagraphs (A) through (D) above, become part of a subsequent disciplinary action and may continue to be maintained beyond its original retention until such time as the retention of the subsequent action expires.

F. Records which have been approved for removal from a member's personnel file shall be forwarded to the Law Director who will approve destruction of the records unless destruction is prohibited by law, the records pertain to pending litigation, or the statute of limitations for potential litigation has not expired. The Law Director shall review the records to determine whether the records have any value to the City for litigation, criminal prosecution or criminal defense purposes. If the Law Director determines that records have no litigation, criminal prosecution or criminal defense value, the records shall be destroyed. In the event that the Law Director does not permit the destruction of a record, that record will be retained by the City until such time as retention is no longer necessary.

Section 11.9. Review of Personnel Files. Every member shall be allowed to review his or her personnel file at any reasonable time upon written request to the Chief. Members' personnel files shall not be available for review by anyone except as required by Ohio public records law. Any member may copy documents in his or her personnel file.

If a request is made to inspect and/or copy records within a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the member of the nature of the request, which notification shall be provided to the member at least forty-eight hours prior to the City's intended compliance with the request, provided the member is available. Within this forty-eight (48) hour period, the member shall have access to his or her personnel file before the City's prompt response to the public records request if the member is available and so desires. If the member is not available, the Lodge representative will be immediately notified.

Section 11.10. Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in his or her personnel file, the member may notify the Chief in writing of the alleged inaccuracy. Material will be removed from the file and destroyed as provided by law when a member's claim is sustained by the Chief. If the accuracy or fairness of the documentation cannot be mutually agreed upon, then such disagreement may be clarified by utilization of the grievance/arbitration procedure. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such statement is prepared, it shall be attached to the material objected to by the member. Nothing herein shall apply to finalized disciplinary action

Section 11.11. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the member has read it and shall not be viewed as a representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign a performance evaluation and no comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he or she signs it.

Section 11.12. Placement of Material in Personnel File. No document, which does not include as a part of its normal distribution a copy to the member or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.

Section 11.13. Personnel Files. The City shall maintain each member's personnel file. The provisions of Section 11.9 shall apply to a member's financial and tax files maintained by the Finance Department and a member's medical and benefits files maintained by the Human Resources Department.

Section 11.14. Divisional Board of Review. The Divisional Board of Review is a peer review panel, the function of which is consideration of departmental awards recommendations and to forward its recommendations in these matters to the Chief of Police. The Division Board of Review will meet at least once annually.

A. The Divisional Board of Review shall consist of seven (7) voting members and shall be comprised as follows:

1. The Chief of Police, in the capacity of a non-voting ex-officio member.

2. Two (2) Bureau Commanders shall be voting members of the Board, and shall be elected by a vote of all members of the bargaining unit holding the rank above Sergeant. One (1) alternate shall also be elected by those members.

3. The senior voting member available at the proceedings shall be the President of the Board.

4. Two (2) Sergeants shall be voting members of the Board and shall be elected by a vote of all members holding the rank of Sergeant. One (1) alternate shall also be elected by those members.

5. Three (3) Police Officers shall be voting members of the Board and shall be elected by a vote of all members in the rank of Police Officer. One (1) alternate shall also be elected by those members. No probationary Police Officer shall be eligible to serve on the Board during his or her probationary period. These voting members shall be elected annually in December and shall take office effective January 1 and shall not serve two (2) consecutive years as members of the Board.

6. Disqualification and Substitution of Board Members:

   (a) A member may be disqualified from being elected to the Board if he or she has served a suspension from duty without pay within the past two (2) years. This disqualification shall be at the sole discretion of the Director of Public Safety.

(b) If an elected Police Officer is disqualified or is promoted to Sergeant, the members in the rank of Police Officer will vote and elect another eligible Police Officer to serve the remainder of the term. Such elected member shall be eligible to be elected for an additional term, provided that his or her initial election is for less than six (6) months.

7. The President of the Board shall appoint one (1) member of the Board to act as Recorder for that proceeding.

8. A quorum of four (4) voting members shall be necessary to commence any proceeding. If the President of the Board is not present, the next senior voting member shall be the President Pro-Tem for that session.

ARTICLE 12. WORK RULES AND DIRECTIVES

Section 12.1. Work Rules and Directives. The City agrees that to the extent possible, work rules shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a member that a work rule or Divisional directive is in violation of this Contract, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The City will provide the grievance representatives copies of any revised or new work rules and the departmental directives in advance of their intended effective dates.

ARTICLE 13. LABOR RELATIONS MEETINGS

Section 13.1. Philosophy. The City and the Lodge agree to create and maintain Labor Relations meetings as an active forum for the exploration of mutual concerns.

Labor Relations meetings are an adjunct to the collective bargaining process and an aid in implementing and maintaining the Contract. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining which represent impediments to a quality work environment or which lessen the Division's ability to deliver police service in the most efficient manner possible. Unless the parties mutually agree otherwise, no issue which is the subject of a formal grievance will be discussed or decided in this forum; however, circumstances in the Department which could, if not addressed, give rise to grievances are proper subjects of discussion.

Section 13.2. Commitments. Jointly the City and the Lodge represent that:

A. They will use the forum for constructive resolution of difficult issues.

B. They will make every effort to develop a mutually agreed upon agenda for such meetings.

C. They will recognize their separate viewpoints on and responsibilities for issues and attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.

D. The City represents that:

1. It will work in good faith with the Lodge to reach consensus on the best means of resolving issues.

2. It will provide the time necessary for the activities growing out of the implementation of this Article and will participate with the Lodge in the costs of any supplemental services necessary to its operation, in an amount and duration mutually agreed upon.

3. For each person assigned to represent either party at the Labor Relations Meetings, the City will consider such service to be a part of his or her job duties.

E. The Lodge represents that:

1. It will work in good faith with the City to reach consensus on the best means for resolving issues.

2. It will provide the time necessary for the activities growing out of implementation of this Article and will participate with the City in the costs of any supplemental services necessary to its operation, in an amount and duration mutually agreed upon.

3. It will take whatever actions are necessary to keep the members informed about developments in the Labor Relations Meetings and decisions made through this process.

Section 13.3. Structure. At Labor Relations meetings the City Chair will be the Safety Director or designee, and the Chief will also serve as a City Representative. The Lodge Chair will be the President of the Lodge or designee. The Lodge President will appoint no more than five (5) members as Lodge Representatives. The City and the Lodge shall each bring a total of no more than five (5) representatives. Either the City or the Lodge may, with prior notice, bring additional representatives it believes would be helpful in addressing issues.

Section 13.4. Meetings. The parties shall meet quarterly, unless either the City or the Lodge calls for more frequent meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items.

Section 13.5 Identification of Representatives. The Lodge President shall annually notify the Chief in writing the name of the Lodge designated Labor Relations Representatives and Grievance Representatives.

ARTICLE 14. PROMOTIONS

Section 14.1. State Law Applicable. The provisions of state civil service law as to promotions within the Division are applicable, except as varied by the provisions of this Article and Hilliard City ordinance.

Section 14.2. Promotional Examinations. No bargaining unit position above the rank of Police Officer shall be filled by original appointment. Vacancies in bargaining unit positions above the rank of Police Officer shall be filled from among persons holding positions in rank lower than the position to be filled. No position above the rank of Police Officer shall be filled by a person unless they have first passed a competitive promotional examination. Promotions shall be by successive ranks so far as practicable and no person shall be promoted to Sergeant who has not served at least thirty-six (36) months as a Police Officer. No person shall be promoted to Lieutenant who has not served at least twelve (12) months as a Sergeant.

No competitive promotional examination shall be held unless there are at least two (2) persons eligible to compete. Whenever the Civil Service Commission determines that there are less than two (2) persons in the rank next lower than the position to be filled, who are eligible and willing to compete, the Commission shall allow the persons holding positions in the then next lower rank to compete with the persons holding positions in the rank lower than the position to be filled, provided that the persons in the then next lower rank have the requisite time in service applicable for promotion to the next highest rank.

Section 14.3. Conduct of Promotional Exams and Appointments. Whenever the Safety Director declares a vacancy exists in a position above the rank of Police Officer and there is no eligible list for such rank, the Civil Service Commission shall, within sixty (60) days of such vacancy, hold a competitive promotional exam. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Safety Director the names of the three (3) persons receiving the highest rankings. Upon such certification, the Safety Director shall appoint one of the persons so certified within thirty (30) days from the date of such certification. If there is a list, the Commission shall, where there is a vacancy, certify the name of the three persons having the three highest ratings and the Safety Director shall appoint one of the persons so certified within thirty (30) days from the date of such certification.

Section 14.4. Content of Promotional Examinations. Competitive promotional examinations shall be in writing, shall be practical in character and shall relate directly to those matters which will fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which the promotion is sought. Efficiency and seniority in service shall not be added to an examination grade unless the applicant receives at least the minimum passing grade on the examination without counting such credit. Credit for seniority for each of the first four years of service shall equal 1% of the total grade attained in the promotional exam, and for each of the 5th through 14th years of service, 6/10% of the total grade attained.

Credit for efficiency shall be determined and added to the promotional exam providing the individual achieves at least the minimum passing grade.

ARTICLE 15. POLITICAL ACTIVITY

Section 15.1. Political Activity. In addition to other rights, a member may participate in the Lodge Political Screening Committee which supports partisan activity. A member may serve on the Lodge Political Screening Committee or take such other action which would fall within such purview of said Committee provided that such activity is undertaken while the officer is off-duty and not in identifiable uniform.

ARTICLE 16. LAYOFFS/JOB ABOLISHMENT

Section 16.1. Layoffs. When it becomes necessary through lack of work or lack of funds, to reduce the work force in the Division, the youngest member in point of service shall be first laid off and any layoff thereafter shall be by reverse seniority. Lack of funds means the City has a current deficiency to maintain current, or to sustain, projected levels of staffing operations. A lack of work means the City has a current or projected decrease in workload, expected to last less than 1 year, which requires the reduction of current or projected staffing levels.

Section 16.2. Job Abolishment. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished, the incumbent shall displace the next less senior member in his or her rank, the incumbent shall displace the next youngest officer in the next lower rank and the youngest member in the next lower rank shall be allowed to displace, and so on down until the youngest member in point of service has been reached, who shall be laid off. The City may abolish positions as a result of reorganization for the efficient operation of the Division, for reasons of economy, or for lack of funds.

Section 16.3. Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least twenty-eight (28) calendar days prior to said action. The notice is to be sent by certified mail, return receipt requested, to the member's home address of record or hand delivered to the member such that the notice is received on or before the twenty-eighth (28^{th}) day prior to the layoff or displacement action. If said notice is hand delivered, the recipient shall sign receipt for the same. The notice shall contain the following information:

A. The rationale for layoff or displacement;

B. The effective date of the layoff or displacement;

C. A listing detailing the member's seniority in relation to other members of both bargaining units;

D. The right of member to appeal to the Civil Service Commission or to bring this action directly to binding arbitration in accordance with Article 6 of this Contract and the time-frame within which an appeal is to be brought.

E. A statement advising the member of his or her reinstatement rights;

F. A statement advising the member of his or her responsibility to maintain a current address with the Department.

Section 16.4. Appeals. Members may elect to appeal from a layoff or displacement action either to the Civil Service Commission or directly to binding arbitration, with the approval of the Lodge President, as provided in Section 6.1. If an appeal is taken to the Civil Service Commission, and the Commission accepts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 16.5. Reinstatement. If within three (3) years from the date of a job abolishment, any of the following three (3) events occur: (a) an abolished position is recreated or reestablished; (b) a vacancy occurs through death, resignation, or any other cause; or (c) a new position is added within the bargaining units; then the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed the initial probationary period and is otherwise qualified for the position.

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

ARTICLE 17. MISCELLANEOUS

Section 17.1. Safety. The City will furnish and will maintain in the best possible working condition the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

Section 17.2. Agreement Copies. As soon as is possible following the signing of this Agreement, the City and the Lodge shall distribute a sufficient number of copies of this Contract for all members and City Officials. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Lodge for distribution to members. Actual cost of printing this Contract, and any future printing beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.

Section 17.3. Personal Mail. Mail which is addressed to an individual member shall not be opened by anyone other than the individual to whom it is addressed, unless the individual member has specifically provided written authorization to the contrary. Members shall not voluntarily use the Department's address for personal mail.

Section 17.4. Personal Storage. Desks, lockers, file cabinets used by members for storing job related materials shall be free from intrusion by anyone except with the knowledge and consent of the member or by court order, or under all of the following conditions:

A. By order of the Safety Director, Chief or designee;

B. Upon the showing of need with regard to the Division's mission;

C. In the presence of a witness. Should the Division exercise its right to open a desk, locker or file cabinet as set forth above, it shall immediately notify the member that it did so, together with a brief description of what it was searching for and what was found.

Section 17.5. Outside Employment Prohibitions. The Lodge and City agree to follow past practices and existing department policy as to outside employment prohibitions.

Section 17.6. Orientation Session. The Lodge President, or designee, shall be afforded an opportunity to meet in private with members on duty on each shift, for no more than one (1) hour, to explain the provisions of this Contract. This meeting shall be scheduled within thirty (30) days of the City's distribution of the Contract copies to current members. Members shall be paid their regular rate of pay for attendance at an orientation session.

Section 17.7 Bi-Annual Meetings. The Chief may schedule and conduct, with at least thirty (30) days advance notice to Members, up to two bi-annual meetings of employees, including Members, in the Division of Police for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be mandatory, so long as members are not required to attend on days for which they are scheduled to take previously approved leave. Notwithstanding any other provision of this Agreement to the contrary, Members who attend such meetings, irrespective of their duration, shall be compensated for actual hours in attendance at the meeting, with a minimum of two (2) hours compensation, at his or her applicable regular or overtime hourly rate of pay.

ARTICLE 18. WAGES

Section 18.1. Wage Schedule. A general wage schedule for all members is provided below for calendar years 2014, 2015 and 2016, beginning January 1, 2014 and ending December 31, 2016. Grade "A" of the wage schedule(s) shall be for those members in the classification of Police Officer, Grade "B" shall be for Police Sergeant, and Grade "C" shall be for Police Lieutenant. Payment of wages will be on an hourly rate based on eighty (80) hours in a pay period and 2080 hours in a calendar year.

GRADE A. POLICE OFFICER

	SUB A /HOUR	ANNUAL	SUB B /HOUR	ANNUAL	STEP 1 /HOUR	ANNUAL
January 1, 2014 5.50%	$24.258	$50,455.84	$25.956	$53,988.82	$28.162	$58,577.31
January 1, 2015 2.50%	$24.864	$51,717.24	$26.605	$55,338.54	$28.866	$60,041.75
January 1, 2016 2.50%	$25.486	$53,010.17	$27.270	$56,722.01	$29.588	$61,542.79
	STEP 2 /HOUR	**ANNUAL**	**STEP 3 /HOUR**	**ANNUAL**	**STEP 4 /HOUR**	**ANNUAL**
January 1, 2014 5.50%	$30.838	$64,142.31	$34.229	$71,197.31	$38.924	$80,962.39
January 1, 2015 2.50%	$31.609	$65,745.87	$35.085	$72,977.24	$39.897	$82,986.45
January 1, 2016 2.50%	$32.399	$67,389.52	$35.962	$74,801.67	$40.895	$85,061.11

GRADE B. SERGEANT

	STEP 1 /HOUR	ANNUAL	STEP 2 /HOUR	ANNUAL
January 1, 2014 5.50%	$42.200	$87,776.00	$45.477	$94,591.81
January 1, 2015 2.50%	$43.255	$89,970.40	$46.614	$96,956.60
January 1, 2016 2.50%	$44.336	$92,219.66	$47.779	$99,380.52

GRADE C. LIEUTENANT

	STEP 1 /HOUR	ANNUAL	STEP 2 /HOUR	ANNUAL
January 1, 2014 5.50%	$49.081	$102,087.88	$52.684	$109,581.75
January 1, 2015 2.50%	$50.308	$104,640.07	$54.001	$112,321.30
January 1, 2016 2.50%	$51.565	$107,256.08	$55.351	$115,129.33

Section 18.2. Wage Steps – Police Officers. Police Officers shall be compensated in accordance with the following:

A. A Police Officer not possessing an Ohio Peace Officer's Training Council Basic Training Certificate shall be placed in Sub-Step "A" until such time as he or she is awarded said certificate.

B. A Police Officer possessing an Ohio Peace Officer's Training Council Basic Training Certificate from a certified Basic Police Training Academy acceptable to the Division of Police shall be placed in Sub-Step "B" until such time as he or she has successfully completed the Division Field Training Program, as determined by the Chief of Police. Upon said successful completion the member shall be placed in Step "1".

1. Determination as to whether a Police Academy is acceptable to the Division of Police shall be at the sole discretion of the Chief of Police.

C. A Police Officer shall not be advanced to Step "2" until such time as he or she has completed eighteen (18) months total time in service with the Division as a Police Officer.

D. A Police Officer shall not be advanced to Step "3" until such time as he or she has completed thirty (30) months total time in service with the Division as a Police Officer.

E. A Police Officer shall not be advanced to Step "4" until such time as he or she has completed forty-two (42) months total time in service with the Division as a Police Officer.

F. Advancements within the above steps shall occur upon satisfactory job performance. All advancements from step to step shall be effective on the first

day of the pay period immediately subsequent to completion of the required service.

Section 18.3. Wage Steps - Sergeant, Lieutenant.

A. A Police Officer promoted to Sergeant shall be compensated at Step "1" rate, which shall be the beginning rate of that rank. After completion of twelve (12) months in Step "1" the member shall be advanced to Step "2".

B. A Sergeant promoted to Lieutenant shall be compensated at Step "1" rate, which shall be the beginning rate of that rank. After completion of twelve (12) months in Step "1" the member shall be advanced to Step "2".

Section 18.4. New Rank or Position. The wage schedule for any newly created rank or position covered by this Contract within the Division shall be negotiated by the City and the Lodge, prior to implementation, in accordance with the provisions of this Contract.

Section 18.5. Promotion. Whenever a member is promoted, his or her rate of pay shall be changed to the beginning step of the higher rank effective on date of promotion.

Section 18.6. Reduction in Rank. Whenever a member is reduced in rank the member shall be paid in the same pay step in the lower rank as the member was paid in the rank from which he or she was reduced, but in no case lower than the pay step previously held in the lower rank.

Section 18.7. Reemployment. Whenever a member is reappointed or reemployed in the same rank within one (1) year of separation, his or her rate shall be paid at the same step in which he or she was paid at the time of separation. However, the member may agree to waive in writing his or her rights under this Section.

Section 18.8. Work Schedule. Each member shall be scheduled for at least forty (40) work hours per workweek. Such workweek for pay purposes shall begin at 7:00 A.M. each Saturday.

A. Members shall be assigned to the hours of the day they will work. Members shall be entitled to two (2) consecutive days off each workweek. A member's hours of work and days off are part of his or her assignment.

B. Whenever a member is required to work on a scheduled day off, the member shall be compensated at one and one half (1 1/2) times his or her regular hourly rate of pay on the first scheduled day off. Work performed on the member's second scheduled day off shall be compensated at two (2) times the member's regular hourly rate of pay.

C. Whenever a member is required to work more than five (5) consecutive days between scheduled days off all hours worked on the sixth (6th) consecutive day shall be compensated at time and one half (1 1/2) the member's regular hourly rate of pay. All hours worked on the seventh (7th) consecutive day shall be

compensated at two (2) times the member's regular hourly rate of pay. The eighth and other consecutive days shall be compensated at the member's regular rate of pay.

D. Notwithstanding paragraphs B and C above, the two (2) times hourly rate of pay will not apply to: (1) supervisors who fill a supervisory vacancy in overtime status; and (2) hours worked by a Member for attendance at a class, school or training program.

E. Notwithstanding paragraphs A through C above, upon request of the Member, if approved by the City a Member's work schedule and days off may be adjusted within a pay period for attendance at a class, school, training program or other special event.

Section 18.9. Job Assignments.

A. Shift assignments will be posted by the Division and members will select their choice of assignment based on their seniority as sworn members in the applicable rank. Nothing herein shall affect the Chief's authority to make temporary changes in shift assignments due to operational necessity.

There will be no changes for at least six (6) months after the new assignment schedule is implemented.

B. Upon the vacancy of any assignment in the Division, the Chief shall post this vacancy for fourteen (14) calendar days. All members, excluding Police Officers in their original probationary period, will be able to apply for the vacancy. After the fourteen (14) calendar days, the Chief shall post a list of all applicants.

C. For assignments other than shift assignments, the Division will utilize an application and review policy. The Chief will conduct an interview and will then consider skills, abilities, work performance and seniority when making the selection for the assignment. The Chief shall select the member for the assignment within twenty-one (21) calendar days from the closing date of the application period. However, the date the member first works the assignment shall be discretionary with the Chief. Assignment selections shall not be subject to the grievance procedure; however, a member may request a reason why he or she was not selected.

Section 18.10. Pay Periods. Pay period shall be bi-weekly, corresponding to the above described workweeks. Payroll checks shall be made available to members no later than 12:00 noon on the Thursday following the end of the pay period, unless such schedule can not be complied with due to mechanical failure or the City's observance of a holiday, in which case the checks shall be issued as soon as possible. The City shall have the ability to revise the day of the week on which checks are issued so long as such revised day falls within the week immediately following the expiration of the preceding pay period.

Section 18.11. Working Out of Rank. When a member is required to perform the duties of the next higher rank and is so designated by either the Chief of Police or the Director of Public Safety, he or she shall be compensated at the rate of pay of the next higher rank when he or she serves in that capacity as follows: a Police Officer working as a Sergeant shall be compensated one hour for each full one hour increment worked out of rank and a Sergeant working as a Lieutenant shall be compensated eight hours for each full eight hour increment worked out of rank. Members working out of rank shall not be compensated at the rate of pay of the next higher rank for time worked out of rank less than the minimum one hour or eight hour increment.

ARTICLE 19. UNIFORMS AND EQUIPMENT

Section 19.1. Uniforms and Equipment. The Safety Director may prescribe rules and regulations pertaining to proper wear of the official uniform and associated equipment. The standard issue of uniforms and equipment shall be as provided in Section 19.6. The standard issue shall be provided to each member by the City at no cost to the member. The City shall purchase such initial and replacement items that may be required to insure that each member is equipped with the prescribed standard issue in serviceable condition. The standard issue shall be changed only by agreement between the Safety Director and the Lodge. Whenever a piece of uniform or equipment is worn or damaged in the line of duty to the point that it is unserviceable, it shall be turned in and replaced by the City as soon as possible at no cost to the member. If damage is due to the member's negligence the item shall be replaced at the member's expense. Any appeal to this Section shall rest with the Safety Director.

Section 19.2. Civilian Clothing. Members assigned to plain clothes or administrative duties shall be permitted to purchase civilian clothing and components with an initial allowance for the first year of service, and an annual allowance for each year thereafter, in that assignment. Effective January 1, 2006, the initial and annual allowance respectively shall be $950.00 and $800.00. Effective January 1, 2009, the initial allowance shall be increased to $1,050.00. Effective January 1, 2010, the annual allowance shall be increased to $900.00. Clothing selected shall be at the discretion of the member, but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community, as determined by the Chief. Any appeal to this Section shall rest with the Safety Director.

A. Within thirty (30) days of initial assignment to a plainclothes or administrative assignment the City shall remit to the member, by check, the applicable initial allowance amount as indicated above.

B. The City shall remit, by check, to the member assigned to plainclothes or administrative duty, the appropriate annual allowance amount, as indicated above. This allowance will be paid no later than February 1st of each calendar year, except as follows:

1. If the member was initially assigned to plain clothes or administrative duties between July 1 through September 30, inclusive, of the previous

year then the annual allowance paid for that year shall be reduced by one-half of the above stated amount.

2. If the member was initially assigned to plain-clothes or administrative duties between October 1 and December 31, inclusive, of the previous year, then no annual allowance is to be paid for that year.

C. Within the calendar year of receipt of the initial allowance, the member shall deposit with the Director of Finance receipts of purchase of civilian clothing and/or components in the amount of the initial allowance.

D. Within the calendar year of receipt of the annual allowance, the member shall deposit with the Director of Finance copies of the receipts to show expenditure of the allowance by purchase of new civilian clothing/components and/or repair of serviceable existing clothing/components.

E. Any civilian clothing and/or components lost, or damaged to the point of being unserviceable, in the line of duty shall be replaced by the City as soon as possible at no charge to any current or subsequent allowance. This does not include normal wear and tear. If loss or damage is due to the member's negligence the item shall be replaced at the member's expense. Any appeal to this section rests with the Safety Director.

Section 19.3. Dry Cleaning. In addition to the uniform/equipment issue and the plainclothes allowances, as set forth in Section 19.2, each member shall be entitled to dry cleaning/repair of uniforms, and civilian clothing in the case of members entitled to the plain clothes allowance, to a maximum of Fifty Dollars ($50.00) per month; increased to Sixty Dollars ($60.00) per month, effective January 1, 2009. The City will select a dry cleaning/clothing establishment in the City. Any portion of the allowance not used by the member by the first day of the next month shall be deemed forfeited by the member except the clothing/uniforms in the possession of the selected establishment prior to the last day of the month may be paid for with that month's script.

Section 19.4. Personal Property. The City shall replace or repair any personal property of the member lost or damaged in the line of duty. Such personal property shall include, but not be limited to, prescription eye wear, contact lenses, dentures, and wristwatches. This repair or replacement shall not apply to any loss or damage due to the member's own negligence. Any article routinely possessed on duty by the member, the value of which is in excess of $300.00, shall be reported to the Chief of Police prior to any loss or damage or the same shall not be covered by this repair or replacement. If a member's personally owned weapon is lost or damaged in the line of duty, the City will replace the weapon at the fair market value of that weapon. The City shall have the right to refuse to replace or repair a member's personally owned weapon if the amount of repair or replacement is in excess of $500.00, or any other item if the amount of repair or replacement is in excess of $300.00; however, such refusal is a legitimate item for a grievance.

A. The member must report to the Chief of Police the loss or damage of the item and the circumstances surrounding such loss or damage within seven (7) days of the loss/damage, or within seven (7) days after the discovery of the loss/damage of the item.

B. Nothing in this Contract shall prohibit the member from pursuing against the perpetrator of the loss/damage any criminal and/or civil charges as may be legally permissible. The City shall be subrogated to any and all rights the member may have had to such loss to the extent of the City's payment.

C. The amount of liability of the City shall be reduced by any amount the member is reimbursed by any insurance carrier for which the premium is paid in total by the City.

D. The City will not pay for any lost or damaged personal property that would otherwise be provided by the City as part of the standard issue.

Section 19.5. Ownership. All uniforms and equipment purchased by the City, except the civilian clothing and components purchased pursuant to Section 19.2, is deemed the property of the City. Uniform maintenance allowance and civilian clothing allowances are the property of the member who receives said allowances. Upon retirement, in good standing, a member shall be permitted to purchase his or her City-issued weapon for One Dollar ($1.00), provided the same is permissible by law.

Section 19.6. Standard Issue Uniforms and Equipment.

QUANTITY	ITEM
6 pair	Uniform trousers
6 each	Short sleeve uniform shirt
6 each	Long sleeve uniform shirt
1 each	Winter coat w/liner
1 each	Reversible raincoat w/cover
1 each	1 – ¾" Uniform belt
1 each	Sam Brown Belt
1 each	Clip pouch
2 each	Clips
1 pair	Handcuffs w/2 keys
1 each	Service Weapon holster
1 each	Flashlight carrier
2 each	Ties, clip-on type
1 pair	Black gloves, leather
1 each	Tie tack
1 each	Dress shoes
1 each	Protective helmet
1 each	Chemical mace w/carrier

1 each	Eight-point hat w/vinyl cover and chin strap
1 each	Trooper cap
1 each	Expandable Baton and Carrier
1 pair	Collar insignia (rank as applicable)
1 pair	Combat boots
4 each	Belt keepers
1 each	Whistle w/chain
1 each	Handcuff case
1 each	Service Weapon
	Sufficient shoulder patches
1 each	Traffic Vest
2 each	"Police Shield"
1 each	Equipment bag
	Sufficient insignia of rank
1 each	Rechargeable flashlight
2 each	Turtleneck shirts
1 each	Protective vest chosen with the input of the member, w/two (2) covers replaced as recommended or before designated lifetime of the vest.

Section 19.7 Review Committee. During the term of this Contract, the City and the Lodge shall establish a committee to review uniform and equipment issuance and civilian clothing selections. The Lodge President shall appoint three (3) members to this Committee and the Safety Director shall appoint three (3) individuals to this Committee. Any recommendations made by this Committee shall be subject to approval by the Lodge and the City.

ARTICLE 20. INSURANCE

Section 20.1 Employee Insurance. The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are provided to employees of the City other than those covered by other labor contracts.

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

Section 20.2. Changes to Insurance Plans. If the City decides to change any or all insurance benefits consistent with 20.1 above, it will inform the Lodge at least 30 days prior to the effective date of the change.

Section 20.3. Life Insurance. Life insurance coverage for each member shall be in the amount of $100,000. The selection of the insurance carrier shall be by the City. The City shall pay the full cost of coverage.

ARTICLE 21. HOLIDAYS AND PERSONAL DAYS

Section 21.1. Holidays. In addition to any other day declared to be a holiday by the City, all members shall be authorized to observe New Year's Day, President's Day, the Friday preceding Easter (Good Friday), Memorial Day, Labor Day, Independence Day, Veteran's Day, Columbus Day, Thanksgiving Day, and Christmas Day, and shall be entitled to eight (8) hours "holiday pay" for those days.

Section 21.2. Holiday/Personal Days. In addition to the legal holidays set forth above all members shall be authorized to observe three (3) additional holidays, designated as "personal days". The City may purchase one (1) personal day per year at eight (8) hours at the member's regular hourly rate of pay, if scheduling prohibits the granting of a member's request to use a personal day. New members shall receive one (1) personal day for every four months employed.

The Chief may cancel approved personal days in times of emergency or need, or for mandatory court appearances. The member shall not be charged for the use of a personal day on days in which the member is required to work under these provisions. In addition, the member shall be paid at least eight (8) hours. Subject to any overtime and/or holiday provisions, compensation shall be at least one and one-half times the regular rate of pay.

Section 21.3. Personal Day Scheduling. The use of personal days shall be subject to approval of the Chief, except that no reasonable request shall be denied. The Chief may prescribe reasonable rules for the administration of personal days, except that conflicting requests shall be decided on the basis of seniority based on vacation anniversary date.

Section 21.4. Holiday Pay/Scheduling.

A. The Chief of Police shall have the right to establish the work schedule for members on New Years Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day, providing the same does not fall below minimum manning levels as established by this Contract.

B. Members required to work on a legal holiday shall receive compensation at a rate equal to one and one half times their regular hourly rate for hours worked, except if the holiday falls on the member's second day off and then the member shall be compensated at twice the regular hourly rate of pay. If a member works less than eight (8) hours on a legal holiday then that member shall be compensated at a rate equal to one and one half times his or her regular hourly rate for hours worked, except if the member is working his or her second day off the member will be compensated at twice their regular hourly rate for hours worked.

C. The Division shall observe holidays on the day on which they fall.

D. Members will be compensated at their straight hourly rates for each of the ten (10) holidays referred to in Section 21.1. Payment will be made no later than the second pay period in January of the next calendar year in a separate lump sum payment at the prior year's rate.

Section 21.5. Effect Upon Leave. If one of the holidays listed in Section 21.1 falls during a period when a member is on an approved vacation or sick leave, the member shall not be charged vacation or sick leave for that day.

Section 21.6. Payment at Separation. Upon separation, the member will be paid for the holidays that occurred during the calendar year prior to separation. Payment will be made with member's last payroll payment.

ARTICLE 22. SICK LEAVE

Section 22.1. Accrual. Each member shall be entitled to accumulate sick leave without limit, at the rate of 4.6 hours per pay period. No sick leave shall accrue in any pay period in which the member is in unpaid status for more than eight (8) hours of regularly scheduled work. Accruals will not be available for use until the following pay period. Accrued hours will be credited to the member's sick leave bank.

Section 22.2. Transferred Sick Leave Bank. Credit for verified unused, un-reimbursed sick leave accrued in employment with the State of Ohio or any political subdivision of the State (hereafter designated as "Transferred Sick Leave") shall be credited to a member's Transferred Sick Leave Bank, except that not more than 1 1/4 days of sick leave per month of employment with the State or such political subdivision, less sick leave taken, shall be credited. The Finance Director will determine acceptable documentation.

Section 22.3. Sick Leave Use. Members may use sick leave, at the member's regular rate of compensation, for absence from work due to personal illness; personal injury; personal exposure to contagious disease; necessary medical, optical or dental appointments or illness or death in the immediate family in the following manner:

A. The member shall first use sick leave accrued as described under Section 22.1.

B. The member shall use Transferred Sick Leave credited to his or her Transferred Sick Leave Bank as described in Section 22.2 only after all sick leave described in Section 22.1 has been used.

Section 22.4. Pregnancy. Pregnancy or childbirth-related medical conditions may be counted as personal illness. In addition, a pregnant member who is removed from regular duty at the direction of her physician shall be placed on a light duty status until it is determined she is no longer able to work. Light duty status is defined as restricting a member from performing regular police duties.

Section 22.5. Limitations.

A. In an instance where a member uses sick leave for more than two (2) consecutive days, the Safety Director may require that the member furnish a statement from an attending practitioner verifying that the use of sick leave was justified.

B. A statement from an attending practitioner may also be required by the Safety Director for a member's use of sick leave after the member has used in excess of forty (40) hours of sick leave in a calendar year. A member's failure to provide a requested statement may result in the mark-off being charged to absence without leave. Sick leave shall not be charged to the forty (40) hours referenced above, where the member shows proof of an office visit or consultation with an attending practitioner. Members may also be required to sign and submit a City of Hilliard "Request for Leave" form (as revised, 10-06) regarding the use of sick leave.

C. Accumulated sick leave shall in no event be taken or used as a substitute for vacation leave.

D. A member using sick leave for his or her own care may not work special duty within eight (8) hours after the end of the shift in which sick leave was used.

Section 22.6. Light Duty. A member who is able to return to light duty upon the recommendation of his or her attending practitioner, shall be permitted to perform such light duty, if the member is physically able to do so, as determined by an examination of a licensed physician selected by the City and the City has appropriate light duty available.

Section 22.7. Additional Payment. The City shall, upon certification of the Safety Director or designee, pay the costs of all medication, physician's fees, and hospital services for injuries sustained in the course of and arising from City employment, if these costs are not paid in full by the Bureau of Workers' Compensation, the Industrial Commission of Ohio, or a City-financed insurance program.

Section 22.8. Conversion Upon Separation. Upon death, retirement, resignation or termination of employment not as a direct consequence of disciplinary action, a member shall be entitled to a conversion of any unused sick leave as described in Section 22.1 based on the following:

A. A member shall be paid at the time of separation one (1) hour of sick leave for every two (2) hours of accumulated but unused sick leave, up to a maximum of 1000 hours of accumulated but unused sick leave and 500 hours of payments. Such payment shall be made at the rate of pay in effect at the time of separation. Members shall request such conversion in writing prior to the effective date of their separation or as soon as possible thereafter.

B. In addition to the above, a member may, at the end of the calendar year, elect to receive a cash payment for unused sick leave as described in Section 22.1 (but not including Transferred Sick Leave Bank hours), not to exceed a total of sixty (60) hours, at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year.

C. Each member retiring, resigning, or terminating employment under the provisions of this article shall be furnished a statement by the Director of Finance stating the amount of non-reimbursed sick leave hours available to the member on the date of retirement, resignation or termination.

D. In no event shall a member receive any pay out for Transferred Sick Leave Bank hours upon separation from employment.

Section 22.9. Rules and Procedures. The City may prescribe reasonable rules and procedures for the administering of sick leave and sick leave conversion, except that no such rule or procedure shall conflict with the provisions of this Contract.

Section 22.10. Medical Updates. If a member is sick or injured for an extended period of time, the City may require the member to furnish medical updates on his or her condition and prognosis at least every thirty (30) days or more often as may be reasonably deemed necessary by the Human Resources Director.

Section 22.11. Special Conversion. If a member is killed or dies while on duty, one hundred percent (100%) of his or her accumulated and unused sick leave as described in Section 22.1 as well as the "Transferred Sick Leave Bank" hours, as described in Section 22.2, shall be paid first to the member's spouse, or secondly to the member's estate, at the regular hourly rate of pay in effect at the time the member was killed or died while on duty.

Section 22.12 Sick Time Donation.

A. Immediate Family Defined

For purposes of this Section immediate family will carry the same definition as "immediate family" is defined for the purpose of Family Medical Leave by the City of Hilliard and includes, but is not limited to the employee, employee spouse, child, parent, or "in loco parentis".

B. Intent

Employees may only donate or receive accrued sick leave to or from a fellow employee who is covered by this Agreement. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended catastrophic illness or injury of the employee or a member of the employee's immediate family.

C. When an Employee May Receive Sick Leave

An employee may receive donated sick leave up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated sick leave or a member of the employee's immediate family has a serious illness or injury, and the employee:

1. has no accrued leave; and

2. has completed the new hire probationary period; and

3. has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible; and

4. has applied for Family Medical Leave; and

5. has no abuse or patterned use of sick leave and/or leave without pay; and

6. has provided written verification that the catastrophic illness exists; and

7. is not a member of the donating employee's immediate family as defined for the purpose of Family Medical Leave by the City of Hilliard; and

8. agrees to accept the leave under the terms of this article and completes any required form.

D. When an Employee May Donate Sick Leave

Employees may donate leave if the donating employee:

1. is not a member of the receiving employee's immediate family as defined in the Sick Leave article of this Agreement;

2. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned if used by the receiving employee;

3. donates a minimum of eight (8) hours, and a maximum of forty (40) hours, in eight (8) hour increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all employees covered;

4. retains a sick leave balance of at least two hundred forty (240) hours;

5. completes any required form; and

6. no hours from an employee's Transferred Sick Leave Bank may be donated; only current sick leave hours balance may be used.

E. Administration of the Program

The sick leave donation program shall be administered on a pay period to pay period basis. When the Employer is made aware that an employee qualifies for donated sick leave under this Article, and if the Employer is authorized by the employee in need, a notice shall be posted at the Department stating the name of the Employee in need of the time, as well as how many hours are needed.

Employees wishing to donate sick leave time shall notify the Human Resources Director or designee of how many hours they wish to donate. Donations of sick leave time will be credited to and used by the receiving employee in the order of their submissions.

Employees receiving and using donated sick leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an Employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave for payroll purposes each pay period, as needed, but shall never be converted into a cash benefit. The Employer shall maintain such records as are necessary for the administration of this program. The Union and the Employer agree to coordinate efforts to assure effective implementation of this Article.

No hours from an employee's Transferred Sick Leave Bank may be donated; only current sick leave hours balance may be used.

F. Information Required in Order to Donate

Employees who wish to donate sick leave shall certify:

1. The name of the Employee for whom the donated leave is intended;

2. The number of hours to be donated; and

3. That the sick leave is donated voluntarily and the Employee understands that the donated leave will not be returned.

G. Requirement to Donate

No employee will be forced to donate sick leave. The Union and the Employer will respect an employee's right to privacy. However, the Union and/or Employer may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform

employees of their co-worker's critical need for leave donations from employees. The donation of sick leave pursuant to this Article shall occur on a strictly confidential and voluntary basis.

H. Program Not Grievable

Because donation of sick leave is strictly voluntary, neither donating employees, receiving employees, nor the Union, shall have the right to arbitrate any or all issues regarding the application of this Article/Section.

ARTICLE 23. VACATION LEAVE

Section 23.1. Vacation Accrual. Members shall accrue vacation leave, by pay period, at the annual rate set forth in the following schedule, based upon completed years of continuous full-time City employment. No vacation shall accrue in any pay period in which the member is in unpaid status for more than eight (8) hours of regularly scheduled work. Accruals shall not be available for use until the pay period following the accruals.

COMPLETED YEARS OF SERVICE	PAID VACATION HOURS	
	PER YEAR	PER PAY PERIOD
One (1) year of service	80 hours	3.1 hours
Five (5) years of service	120 hours	4.6 hours
Ten (10) years of service	160 hours	6.2 hours
Fifteen (15) years of service	200 hours	7.7 hours
Twenty (20) years of service	240 hours	9.2 hours

Section 23.2. Vacation Use. The use of vacation leave shall be subject to the approval of the Chief, except that no reasonable vacation leave request shall be denied. The Chief may prescribe reasonable rules and procedures for the administration of vacation leave except that conflicting requests for leave shall be decided on the basis of seniority based on anniversary date, and further no rule or procedure shall conflict with the provisions of this Contract.

A. The Chief may cancel approved vacation leave in times of emergency or need, or for mandatory court appearances. The member shall not be charged for vacation leave on days in which the member is required to work under these provisions.

On any day in which a member's vacation leave is cancelled, the member shall be paid at least eight (8) hours. Subject to any overtime and/or holiday provisions, compensation shall be at least one and one-half (1 ½) times the member's regular hourly rate of pay.

B. Vacation leave shall be used in increments of one-half (.5) hour or more.

C. For new hires or rehires, no vacation leave may be granted until the member has successfully completed his or her probationary period and accrued eighty (80) hours of vacation.

Section 23.3. Conditions. A member's vacation anniversary date shall be the beginning date of last continuous period of full time City employment, subject to adjustments as follows:

A. Prior full-time periods of City employment shall be used in computing a member's vacation anniversary date.

B. Credit for prior governmental service within the State of Ohio, in accordance with Section 9.44 Ohio Revised Code shall be used in computing a member's vacation anniversary date; once this anniversary date is set it will not be changed.

C. Continuous or consecutive service under this section shall not be broken for periods of sick, injury, or disciplinary leave.

D. No member may carry a balance in excess of 400 hours of vacation leave; provided, however, that those members who have a balance of vacation leave in excess of 400 hours as of January 1, 2005 may continue to carry up to that number of hours annually; and provided, further, that if a member who has in excess of 400 hours as of January 1, 2005 at any time reduces his or her balance below that January 1, 2005 level (but still in excess of 400), then that reduced balance shall become the member's new maximum balance.

Section 23.4. Pay-off Upon Separation or Death. A member who is to be separated through retirement, resignation or termination of employment not as a direct consequence of disciplinary action and who has unused vacation leave to his or her credit shall be paid in a lump sum for unused vacation leave. Such payment shall be in lieu of granting such member vacation leave after his or her last date of active service with the City, pursuant to the limits established herein. Such payment shall be paid at the member's hourly rate of pay at the time of separation. When a member dies while in paid status, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased.

Section 23.5. Annual Pay-Off. Any member may request to be paid hour for hour for vacation hours earned but not used up to a maximum of eighty (80) hours. Payment for these hours will be at the rate of pay in effect on the payment date. This check will be paid on or about December 1, each year.

Section 23.6. Vacation Leave Policy. The City shall follow the "use it or lose it" policy with respect to vacation leave accruals, such that all vacation leave hours accrued in excess of the member's maximum balance following any annual pay-off as described in Section 23.5 must be used by December 31st of that year, or the hours will be dropped from the member's accrued balance.

ARTICLE 24. OTHER LEAVE

Section 24.1. Military, Jury Duty, Examination Leave, Special Leave and Funeral Leave.

A. Military Leave. A member who, as a member of the Ohio National Guard or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any one (1) calendar year. A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. If the member's military compensation exceeds the compensation the member is otherwise entitled to from the City, the member will not be entitled to any additional compensation from the City.

B. Jury Duty. A member will be excused from work when called for jury duty. Such members shall be paid by the City his or her regular compensation for such time lost. Members serving jury duty shall, when temporarily excused by the Court, report for work at regularly scheduled hours whenever possible.

C. Examination Leave. Time off with pay shall be allowed a member for participating in City civil service examinations or taking a required examination pertinent to his or her City employment before a State or Federal Licensing Board.

D. Special Leave. In addition to other leaves authorized in this Contract, the Safety Director may authorize special leaves of absence with or without pay, which exercise of discretion by the Safety Director is not subject to a grievance.

E. Funeral Leave. Leave with pay due to death of parents, (including spouse's parents) spouse or children shall be allowed and limited to a maximum of three (3) working days within the State of Ohio and five (5) working days outside of the State. Additional days may be taken, subject to the approval of the Safety Director, and charged to sick leave, vacation leave or non-compensated time off.

F. Funeral Leave. Leave with pay due to death of grandparents, grandparents-in-law, brothers/sisters, brother/sister-in-law, aunts, uncles, nieces, nephews, a legal guardian or the person who stands in the place of a parent shall be limited to a maximum of one (1) working day within the State of Ohio and two (2) working days outside of the State. Additional days may be taken, subject to the approval of the Safety Director, and charged to sick leave, vacation leave or non-compensated time off.

ARTICLE 25. OVERTIME

Section 25.1. Overtime. A member performing overtime work, shall be compensated at one-and-one half (1 1/2) times his or her regular hourly rate of pay for all hours of work in excess of eight (8) hours per work day and at double time (2 times) his or her regular rate of pay for all hours of work on the second regularly scheduled day off. In computing overtime, all hours of actual work and hours in paid status (including vacation, sick leave, and injury leave) shall be counted as hours of work.

Section 25.2. Computation of Overtime Rate. A member's regular rate of pay for purposes of computation of overtime shall be calculated to include, as applicable, the following:

A. Straight time hourly rate of pay;

B. Shift differential hourly rate of pay;

C. Working out of rank hourly rate of pay differential; and

D. Annual service credit in the manner described herein:

The annual service credit amount will be divided by 2080 to determine an hourly amount. That hourly amount will be multiplied by .5 and then multiplied by the number of hours in excess of forty (40) worked in each workweek for the year. A lump sum check for this additional overtime amount will be issued to the member in the second pay period in January.

Section 25.3. Show up Time. Whenever a member is required to report for overtime work, including necessary court appearances, the members shall be compensated for at least three (3) hours "show up" time. Such show up time will be paid at one and one-half (1 1/2) times the member's regular rate of pay, except as otherwise provided in this Contract, for any hours worked less than and up to and including three (3) hours. Any worked performed greater than three (3) hours will be compensated for each hour worked.

Section 25.4. Stand-By Pay. Members, otherwise off duty, who are required by court subpoena to be and remain available for work related court sessions upon telephone notice of the court shall be compensated at the overtime rate for actual time under the direction of the Department or the Court. The Member on stand-by shall be available by telephone and the City shall avoid overtime payment when the member's travel within the effective range of the telephone is not restricted. Payment of overtime shall apply from the time the off duty member answers the telephone and is required to appear at court.

Section 25.5. Compensatory Time.

A. A member may elect to receive compensatory time in lieu of overtime pay, at his or her option. Such compensatory time shall be credited at the rate of one and one-half (1 ½) times the number of hours worked, except for time worked on the second day off as provided for in this Contract. Such compensatory time worked

on the second day off shall be credited at two (2) times the number of hours worked. The Chief may cancel approved compensatory time off in times of emergency or need, or for mandatory court appearances. The member shall not be charged with the use of compensatory time on days in which the member is required to work under these provisions. In addition, the member shall be paid at least eight (8) hours pay on days in which compensatory time is cancelled. Subject to any over time and/or holiday provisions, compensation shall be at least one and one-half times the regular rate of pay under these provisions.

B. The Chief of Police may prescribe reasonable rules and procedures for the administering of compensatory time, except that no such rule or procedure shall do any of the following:

1. Deny any reasonable request from a member for taking accrued compensatory time off, provided that the use of time does not unduly disrupt the operations of the Department.

2. Conflict with any other provision of this Contract.

C. A Member may accrue not more than 240 hours of compensatory time. Any Member who accrues more than the accrual limit shall be paid overtime compensation by cash payment for the hours in excess of such limit.

D. No Member may carry a compensatory time balance in excess of 240 hours; provided, however, that those Members who have a balance of compensatory time in excess of 240 hours as of January 1, 2014 may continue to carry up to that number of hours annually; and provided, further, that if a Member who has in excess of 240 hours as of January 1, 2014 at any time reduces his or her balance below that January 1, 2014 level (but still in excess of 240), then that reduced balance shall become the Member's new maximum balance.

E. Annual Compensatory Time Pay-Off. A Member may, in the first week of December at the end of the calendar year, elect to receive a cash payment for unused compensatory time not to exceed a total of eighty (80) hours, at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year.

F. One-Time Pay-Off for Accrued Compensatory Time in Excess of 240 Hours. In 2014 only, for Members who have a balance of compensatory time in excess of 240 hours, a Member may elect to receive a cash payment for unused compensatory time for any balance that is above the 240 hour accrual limit. Such election shall be made by the Member in the first week of December at the end of the calendar year and paid at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year.

Section 25.6. Payment of Accrued Compensatory Time Upon Separation. A member who has accrued compensatory time off shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

Section 25.7. Application to Special Duty. Special Duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Department: 1) requires the members be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of members by a separate and independent employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's option, agrees to be employed on special duty, the hours the member is required by a separate and independent employer in law enforcement or related activities shall be excluded by the City in the calculation of the hours for which the member is entitled to overtime compensation.

Section 25.8. Minimum Manpower. Whenever a vacancy in the work schedule occurs, due to holidays, vacations sickness, etc. causing the staffing to fall below established minimums, the City shall fill the vacancy by scheduling personnel even if such scheduling results in overtime. Effective March 1, 1999, the established minimum manpower shall be three (3) officers and one (1) supervisor for first, second and third shifts. A Member of equal or higher rank may fill a vacant supervisory position. A Member of lower rank may fill a vacant supervisory position so long as: (a) such Member is qualified to act as Officer-In-Charge ("OIC") through the OIC program established by the Chief; (b) such Member is already scheduled to be on duty; and (c) the assignment of such Member to the OIC does not result in fewer than four (4) officers (other than OIC) scheduled to work or working on the shift. The member filling the higher rank shall be paid in the rank of the member creating the vacancy, at the rate of pay equal to that which the member would be entitled to if actually promoted to that position.

ARTICLE 26. INJURY LEAVE

Section 26.1. Scope. Members shall be allowed injury leave with pay not to exceed six (6) calendar months for each service-connected injury, provided such injury is reported to the member's immediate supervisor, subject to the provisions of this Article.

Section 26.2. Eligibility. Injury leave with pay shall be granted only for injuries or other disabilities determined by the member's physician as caused or induced by the actual performance of the duties of the member's position, except that respiratory and heart related diseases shall be presumed to be related to the performance of a member's duties for injury leave use. The City maintains the right to seek an opinion from a physician designated by the City. Where such an opinion is sought, the Safety Director or designee may rely upon the City physician's opinion in authorizing or disapproving the leave.

Section 26.3. Injury Leave Report. A report of the cause of all injuries signed by the member, (or signed by the member's immediate supervisor if the member is unable to sign the

report), shall be forwarded to the member's immediate supervisor who shall cause his or her report of the cause of all injuries to be forwarded to the Chief of Police. The member's report shall be made within three (3) of the member's working days after the date of the injury and the supervisor's report shall be made within two (2) of the supervisor's working days after receipt of the member's report.

Section 26.4. Injury Leave Approval. No member shall be granted injury leave unless the Safety Director or designee authorizes such leave. Such authorization shall indicate the approximate length of leave, and no injured member on leave shall be returned to work without the approval of the Safety Director or designee. If, in the judgment of the Safety Director or designee, the injury is such that the member is capable of performing his or her regular duties or restricted duties during the period of convalescence, the Safety Director or designee may deny injury leave with pay. Whenever a member is required to stop working because of an injury or other service connected disability, the member shall be paid for the remaining hours of that day or shift at the member's regular rate and such time shall not be charged to leave of any kind.

A. Injured members required to seek medical attention shall continue to be carried in paid status until such time as they are released from the medical facility and return to the City and released from duty, or until they are admitted into the hospital as an in-patient. Such pay status to be compensated at the same rates and manner as if the member were actually present for duty.

B. The first eight (8) consecutive days, or any part thereof, of injury leave shall be considered to be in an eight (8) hour day pay status; without regard to any scheduled days off at the member's regular rate of pay.

C. A member receiving injury leave is prohibited from working special duty.

D. The time spent by a member on injury leave shall also be counted under the member's Family and Medical Leave ("FMLA") allotment if such leave also qualifies for FMLA leave.

Section 26.5. Use of Other Leave. Pending approval or denial of injury leave by the Safety Director or designee, an injured member may be carried on sick leave or other paid leave at the member's option. Such paid leave shall be restored to the member's credit upon injury leave approval. If the member has no sick leave, the member shall be covered on approved leave without pay pending the Safety Director's or designee's decision.

Section 26.6. Medical Examination/Treatment. Time off for the purpose of medical examinations or treatments resulting from injury on the job shall be charged to injury leave.

Section 26.7. Rate of Pay. Members on injury leave shall receive normal pay raises, bonuses, holiday pay, and other benefits as provided by this Contract, as if actually present for duty.

ARTICLE 27. ANNUAL SERVICE CREDIT

Section 27.1. Annual Service Credit. At the end of the first pay period following the first of December of each year, each member employed by the City for over five (5) years shall be entitled to an annual service credit payment. For the purposes of computing length of employment, the January 1 of the year in which a member is eligible for the first time for advancement in grade shall be deemed to be the completion of one year of employment.

Effective January 1, 2008, the annual service credit for members who have in excess of five (5) years of service shall be $650.00 in addition to $90.00 for each year of service over five (5) years to a maximum of $1,910.00. Effective January 1, 2010, the annual service credit for members in excess of five (5) years of service shall be $800.00, in addition to $90.00 for each year of service over five (5) years, to a maximum of $2,060.00.

If a member resigns, is laid off, or otherwise separates from service for any reason before December 1, the member shall receive annual service credit pro-rated for months of service during the calendar year in which the separation from service occurs.

ARTICLE 28. PENSION PICK UP

Section 28.1. Pension Pick-Up. The City shall "pick up" (assume and pay) on behalf of each member the percentage of the member's required contribution to the Ohio Police and Fire Pension Fund (hereinafter, "Fund") as set forth below:

Beginning July 1, 2011 – 6.5%
For the year 2012 – 3.5%
For the year 2013 and thereafter – 0%

Such payment shall be made by the City in lieu of payment by the member. The provisions of this Article shall apply uniformly to all members, and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall in reporting and making remittance to the Fund report that the member's contribution has been made as provided by statute.

ARTICLE 29. SHIFT DIFFERENTIAL

Section 29.1. Shift Differential Pay Rate. The shift differential for both second and third shift shall be $.90 per hour effective January 1, 2007, increased to $.95 per hour, effective January 1, 2009, and further increased to $1.00 per hour effective January 1, 2010.

Section 29.2. Eligibility. Shift differential pay shall be provided for any work in which hours occur after 3:00 p.m. and prior to 7:00 a.m. In the event a member is assigned temporarily to a shift where shift differential is applicable that member shall receive shift differential for those hours worked. There will be no shift differential pay during these hours for members whose regularly scheduled shift is 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m.

Section 29.3. Method of Payment. Shift differential pay shall be paid only for actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours or leave with pay. If shift differential pay is applicable, under the terms of this Article, to an eight (8) hour work day and authorized overtime occurs in conjunction with the regular eight (8) hour workday, the shift differential shall be paid for each hour of overtime worked. However, the shift differential shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

ARTICLE 30. UTILIZATION OF CITY RECREATION FACILITIES

Section 30.1. Use of City Recreation Facilities. Members and members of their immediate families living within the member's household shall be entitled to utilize any and all facilities operated by the City's Department of Parks and Recreation. Rental fees for facilities remain the member's responsibility.

ARTICLE 31. SPECIAL DUTY

Section 31.1. Special Duty. Members shall be permitted to work special duty assignments so long as any such special duty does not conflict with the Divisional work schedule. The rate of compensation for special duty shall be set by the Chief with approval of the Lodge. The Chief may promulgate rules and procedures for administering special duty but no such rule and procedure shall be in conflict with this Contract.

Section 31.2. Employment Terms. While working special duty assignments the member shall be considered to be acting under, and subject to, the terms of his employment with the City. Members shall be entitled to utilize City uniforms, clothing, and/or equipment, and be covered by the City's Workers' Compensation policy while performing special duty if not covered by the special duty employer's Workers' Compensation policy.

Section 31.3. Police Responsibility. While on special duty assignments members shall perform such assignments subject to the wishes of the special duty employer, except that the member is bound by Divisional Rules and Regulations, policies, orders, and procedures governing the duties and responsibilities and good conduct of the police service. Members shall not perform any act that would tend to demean the Division or the uniform, or be contrary to law or official Divisional directives. In the event the member working special duty is required to take appropriate police action, the member will revert to an on-duty status. Members shall obey orders issued by supervisory personnel. Supervisors shall not issue orders contrary to the instructions of the special duty employer except where the supervisor is directing the member to take appropriate police action. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 31.4. Special Duty Detail Supervisors.

A. When the Chief determines that a particular special duty assignment requires three (3) or more special duty personnel, a supervisory officer (Sergeant or higher) shall be required to be employed. The senior supervisory member so employed shall be the detail supervisor and compensated at the supervisor special duty rate.

B. When the Chief determines that a particular special duty assignment requires six (6) or more special duty personnel, a command officer (Lieutenant or higher) shall be required to be employed, in addition to the above mentioned supervisory member. The senior command officer so employed shall be the detail commander and compensated at the command special duty rate. The next senior command or supervisory member employed shall be the detail supervisor and compensated at the supervisor special duty rate.

Section 31.5. Special Duty. The Chief shall designate the Field Operations Sub-Division Commander, or alternate, to administer the special duty program.

A. Special duty assignments shall be offered to members on a fair and equal basis with no preference shown to any individual. Assignments, as much as possible, will be offered on a rotational basis within the membership as a whole. No member shall be permitted to work special duty assignments until he has obtained an OPOTC Basic Training Certificate and has satisfactorily completed the Divisional Field Training Program. Auxiliary officers shall not be offered special duty assignments unless the assignment cannot be filled by a full-time officer.

B. Once a member has accepted a special duty assignment the member shall be responsible for insuring that he or she reports to that assignment in a timely manner, prepared for duty. If a member should wish to cancel a special duty assignment that the member has accepted, it is his or her responsibility to find a replacement and to insure that the assignment has been filled. Repeated violations of the provisions of this Article or other rules pertaining to special duty may make the offender subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.

C. Members desiring to work a special duty assignment during a scheduled tour of duty may request either vacation or compensatory leave to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.

D. During exigent circumstances (such as a scheduled member marking off sick from a special duty assignment, etc.,) or when a request for special duty is received on short notice (less than 24 hours prior to reporting time), the individual

administering the special duty program may fill the vacancy by assignment to the most available member after making a good faith attempt to comply with the provisions of this Article.

E. In addition to the foregoing provisions governing special duty assignments: (1) the Chief may designate any new special duty job as "position specific" if the job requires specific job tasks to be performed (e.g., School Resource Officer, K-9, Detective); (2) School Resource Officers will be assigned to every home football game as part of the special duty contingent of officers and supervisors assigned to every home football game; and (3) a "plus one" rule will be applicable for all special duty assignments at school basketball games and dances, whereby no School Resource Officer will be assigned to a basketball game or school dance by the Chief unless an additional member is required to be hired by the school as part of the normal contingent of officers and supervisors assigned to the game or dance.

ARTICLE 32. FIELD TRAINING OFFICERS

Section 32.1. FTO. Any member who serves in the capacity of a Field Training Officer (training a probationary member) shall receive one hour of compensatory time for each eight (8) hours of training, but no more than five (5) hours of compensatory time per the member's work week.

ARTICLE 33. TUITION REIMBURSEMENT

Section 33.1. Reimbursement Program. The City will provide the following exclusionary tuition reimbursement plan that allows for non-taxable reimbursements under the then current IRS regulations to all Members after one year of continuous employment, subject to the following terms and conditions:

A. Members will be reimbursed for his/her tuition expenses, subject to the limits set forth below, upon the following:

1. Proof that the member has paid the expense; and

2. Proof that the member received a passing grade when taking class "pass/fail" or a grade not lower than a "C". The City will only honor reimbursement requests submitted within thirty (30) days after the receipt of a Member's final grade.

B. All classes eligible for tuition reimbursement must be pre-approved. No class taken without pre-approval shall be eligible for reimbursement.

C. Classes eligible for reimbursement shall meet the following standards:

1. The class must be provided at or through a state accredited institution of higher education

2. The class must be one that is part of a course of study previously approved by the City. For example, if the City has approved a degree program with a major in criminology then any course, regardless of the subject that will further that degree shall be approved. It is the City's intention to approve only those degree programs with a major that is related in some fashion to police work. It is the member's burden to establish that the degree program is related to police work.

3. If the member does not have a pre-approved degree program then the approval shall be on a class-by-class basis. Again it is the City's intention to approve only those classes that are related in some fashion to police work. It is the member's burden to establish that the degree program is related to police work.

4. The City will establish rules and regulations for the application of the approval of either the degree programs or the individual classes, including but not limited to time limitations and forms for making application.

5. No reimbursement shall be provided for attendance in an academic program leading to a degree at a law school.

D. For calendar year 2008, tuition reimbursement shall be limited to ten (10) credit hours per member, per school quarter/semester, at the "Columbus Campus undergraduate" rate charged by the Ohio State University to an Ohio resident which is agreed to be $221.00. Effective January 1, 2009 reimbursement shall be limited to $4,000 per calendar year. Regardless of the scheduling or completion of classes, in no event shall a member be reimbursed for more than $4,000 in any calendar year. No member shall receive a disbursement from the City for an amount greater than the actual amount paid by the member to the approved institution. Reimbursement is limited to tuition expenses only.

E. Should a member voluntarily resign employment within two (2) years of receipt of any tuition reimbursement hereunder, the member shall reimburse the City for all tuition reimbursement he or she received within the two (2) year period prior to separation from service. If a member resigns due to disability or retirement, such reimbursement shall be waived.

ARTICLE 34. SUBSTANCE ABUSE AND TESTING

Section 34.1. Purpose. The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose

of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

A. dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to members, the general public, or other employees of the City;

B. providing assistance to a member with drug or alcohol dependency problems; and

C. disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

Section 34.2. Responsibility. Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of significant risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 34.3. Definitions. The following definitions shall govern this Article:

A. "Under the influence" means that the member is or would be adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.

B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and prescribed drugs not being used for prescribed purpose.

D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is or would be adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

Section 34.4. Prohibited Conduct. For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;

B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or

C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

Section 34.5. Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of Section 34.4.

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to assigned duties.

Section 34.6 Order to Submit to Testing. A member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may subject a member to discipline, including discharge. By taking a test, a member does not waive any objection or challenge he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to a test, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order.

Section 34.7. Testing Determination. Upon determining that a member must submit to a reasonable belief test or an unannounced test under Section 34.12(E) for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

The fact that a member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

Section 34.8. Collection Site/Laboratory.

A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as said Guidelines are in effect on January 1, 2005.

B. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.

C. For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, as said procedures are in effect on January 1, 2005, including an evidentiary chain of customary and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing.

D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

Section 34.9. Testing Procedure.

A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 l. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 l. of breath, the confirmatory test shall be considered negative.

B. For drug testing, urine samples shall be provided.

C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.

D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant

urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

E. With regard to drug tests, if the test results are positive, and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, Human Resources Director shall be notified and the Human Resources Director shall in turn contact the member and the Chief. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement. If the member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the member requests the testing of the sample within the second container and it is also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

F. The City shall provide each member tested with a copy of all information and reports from the collection site and laboratory in connection with the testing and results.

G. The M.R.O. shall maintain his or her office in Franklin County, Ohio or an adjoining County.

Section 34.10. Voluntary Request for Assistance. A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a reasonable belief test shall not be subject to discipline but the member shall comply with Section 34.12(A)-(E).

Section 34.11. Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in Section 34.8, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of Section 34.4 shall be held in abeyance pending completion by the member of a treatment program. If the member successfully completes a treatment program and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a member's violation of Section 34.4.

A member serving his or her initial probationary period may be discharged, without referral to a treatment program, at the sole discretion of the City.

Section 34.12. Referral to Treatment. Where the member seeks or is offered the option for treatment under Section 34.10 or 34.11, and the member accepts this referral, the member must:

A. agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;

B. discontinue use of illegal drugs or misuse of legal drugs or alcohol;

C. agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;

D. complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,

E. agree to submit to unannounced testing during treatment and up to three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care.

Members who do not agree to act or who do not act in accordance with the foregoing may be subject to discipline, up to and including discharge.

Section 34.13. Right of Appeal. The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member.

Section 34.14. Treatment Costs. Treatment costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, co-payment and coverage limits under the member's insurance program. Members will be allowed to use any paid leave (including vacation, compensatory time, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

Section 34.15. Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Agreement relative to disciplinary action taken against a member.

Section 34.16. Other Laws. This Article is in no way intended to supersede or waive any rights that a member may be entitled to under federal or state constitutions or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a member.

ARTICLE 35. DURATION

Section 35.1. Duration. This Contract is effective as of 12:01 A.M. January 1, 2014 and shall remain in full force and effect until 12:00 midnight December 31, 2016, or until a successor Contract is agreed to by the City and the Lodge.

[Signatures contained on the following page.]

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HILLIARD, OHIO

and

THE FRATERNAL ORDER OF POLICE

This Agreement has been developed as a result of the request by the City of Hilliard (City) and in agreement with the Fraternal Order of Police, Capital City Lodge #9 (Lodge). The items in this Agreement are specific and limited solely to the application of Article 14 of the current Collective Bargaining Agreement.

For any promotions occurring between the period of June 1, 2012 through December 31, 2013, the parties agree that the provisions of the Division of Police Promotional Policy (Policy 1004), attached as Exhibit A, will govern and supersede Article 14 of the collective bargaining agreement.

The City agrees to make no changes to Policy #1004 before December 31, 2013.

The City of Hilliard

Pamela A. Fox, Safety/Law Director

J. Douglas Francis, Chief of Police

Fraternal Order of Police,
Capital City Lodge #9

Jeffrey L. Simpson, Lodge Liaison

N/A

FOP Team Member

N/A

FOP Team Member

Date Signed: 07-05-12

FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Jason Pappas
Lodge President

Jeffry L. Simpson
Lodge Liaison

Lieutenant Ronald Clark
FOP Team Member

Sergeant Curtis Baker
FOP Team Member

Officer Ronald Burkitt
FOP Team Member

Officer Glen Rogers
FOP Team Member

Officer Marcus Blevins
FOP Team Member

Russell E. Carnahan
Lodge Attorney

CITY OF HILLIARD

Don Schonhardt
Mayor/Director of Public Safety

Tracy Bradford
Director of Law

Gerald L. Edwards
Director of Human Resources

Dave Delande
Director of Finance

J. Douglas Francis
Chief of Police

Robert Fisher
Deputy Chief

Daniel J. Guttman
Baker Hostetler LLP
Chief Negotiator