AGREEMENT BY AND BETWEEN

THE CITY OF HILLIARD, OHIO

AND

THE FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC.

POLICE SUPPORT SERVICES CLERKS

Effective: January 1, 2015 – December 31, 2017

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ARTICLE 1
AGREEMENT

Section 1.1 Agreement

This Agreement is made between the City of Hilliard, (herein after referred to as "City"), and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as "Union" or "FOP/OLC"). This Agreement is intended to formalize the Articles approved by the negotiating committees of the City and the Union.

Conflicts between existing ordinances or administrative rules and the provisions of this Agreement shall be resolved in favor of the Agreement provisions.

Section 1.2 Purpose

This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union.

Section 1.3 Legal References

Nothing contained in this Agreement shall alter the authority conferred by the Hilliard City Charter, ordinances and resolutions of the Hilliard City Council, Civil Service Commission Rules and Regulations, applicable state and federal laws, the Constitution of the State of Ohio and the United States upon any City official or in any way abridge or reduce such authority.

Should any part of this Agreement 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 Agreement 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 herein or the application of such portions to persons or circumstances other than those to whom or to which it had been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.4 Sanctity of Agreement

No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties to do so. The written accord shall contain a list of these matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Except as provided herein, neither party shall attempt to change this Agreement during the life of this Agreement.

Section 1.5 Enforceability of Agreement

This City asserts and believes that the provisions of this Agreement are not violative of the City Charter, ordinances or resolutions, and are therefore enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of authority. If either party brings any legal action in any court regarding or concerning the terms of this Agreement the other party will not raise as a defense the legal efficacy and enforceability of this Agreement.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition

The City hereby recognizes the FOP/OLC, as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the City in the bargaining unit.

Section 2.2 Classifications

All current positions of full-time Support Services Clerks of the Hilliard Department of Public Safety, Division of Police shall be deemed included in this Bargaining Unit as certified by SERB in case numbers 95-REP-06-0115, 90-REP-08-0199 . All other employees in the Hilliard Police Department shall be deemed excluded.

ARTICLE 3
MANAGEMENT RIGHTS

To assure that the City continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and federal statutes, and to maintain efficient and responsive service for and protection to the citizens of the City of Hilliard, the City retains the right to determine Departmental and City policies and procedures and to manage the affairs of the Department and City in all respects. References to Departments refer to the entities within the City employing employees in the bargaining unit covered by this Agreement.

Section 3.1 Management Rights

Except where otherwise specifically limited by this Agreement, the City retains the right and responsibility to:

A. Determine the size and composition of the Department's work force, the organizational structure of the Department and the methods by which operations are to be performed by Departmental employees;

B. Manage the Departmental budgets, including but not limited to the right within the provisions of the Ohio Revised Code, to contract or subcontract any work or operations of the Department;

C. Determine the nature, extent, type, quality and level of services to be provided to the public by the Department's employees and the manner in which those services will be provided;

D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials the Department's employees shall use;

E. Restrict the activity of an employee organization on City time except as set forth in this Agreement;

F. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting employees;

G. Assign work, subcontract work, establish and/or change working hours, schedules and assignments as deemed necessary by the Department to assure efficient Departmental operations;

H. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to the City's employees;

I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), assign (permanently or temporarily) employees, unless otherwise abridged by the Agreement;

J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;

K. Lay off employees, because of lack of work or funds;

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

M. Maintain and improve the efficiency and effectiveness of the City's operations;

N. Determine the overall methods, processes, means or personnel by which the City's operations are to be conducted;

O. Determine the adequacy of the work force;

P. Determine the overall mission of the Employer;

Q. Effectively manage the work force;

R. Take actions to carry out the mission of the City.

The rights and powers of the City contained in this Article do not list or limit all such powers, and the rights listed together with all other rights, powers, and prerogatives of the City, not specifically limited in this Agreement, remain vested exclusively in the City.

ARTICLE 4
DUES AND FAIR SHARE FEE

Section 4.1 Dues to be Deducted

The City agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining unit upon the employee's submission to the City of a voluntary, written dues authorization form.

Section 4.2 Authorization for Dues Deduction

The City shall deduct such Union membership dues once each month from the pay of an eligible employee in the bargaining unit upon receiving such written dues authorization. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

Section 4.3 Indemnification

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, action, or proceedings by any employee arising from the deduction made by the City pursuant to this Article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4 Relief from Making Dues Deduction

The City shall be relieved from making such individual "check-off" deductions upon the employee's:

(1) termination of employment;
(2) transfer to a job other than one covered by this bargaining unit;
(3) layoff from work;
(4) an unpaid leave of absence;
(5) revocation of the check-off authorization in accordance with the terms of this agreement; or
(6) resignation by the employee from the Union.

Section 4.5 Sufficient Income Needed

The City shall not be obligated to make dues deductions from any employee who, during the months involved shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 4.6 Errors in Processing Dues Deductions

The parties agree that neither the employee nor the Union shall have claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error was claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made.

Section 4.7 City to be Advised of Dues Amount

The rate at which dues are to be deducted shall be certified to the City by the Union. A one (1) month advance notice must be given to the Finance Director prior to making any changes in an individual's dues deductions.

Section 4.8 Fair Share Fee

All employees will have sixty (60) days following the beginning of their employment in a bargaining unit position to either join the Union and commence paying dues or file with the State Employment Relations Board for exemption. If exemption is not granted or if the employee does not join the Union, the employer shall deduct from that employee's payroll check a Fair Share Fee as permitted under Ohio Revised Code § 4117.09(c). The amount of such Fair Share Fee shall be determined by the Union but shall in no event exceed the amount of dues paid by employees who are Union members.

Section 4.9 Hold Harmless

The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the application of the fair share fee.

Section 4.10 Dues to be Transmitted to OLC

All dues and fair share fees collected from bargaining unit employees will be paid by the

employer to the Union on a monthly basis and mailed to Fraternal Order of Police, Ohio Labor Council, Inc., at 222 East Town Street, Columbus, Ohio 43215.

Section 4.11 No Obligation to be Member

Nothing contained in this Article shall be construed to require any employee to become or to remain a member of the Union.

Section 4.12 Rebate Procedure to be Maintained

The Union shall maintain an internal legal rebate or challenge procedure meeting all requirements of state and federal law.

ARTICLE 5
NO STRIKE –NO LOCKOUT

Section 5.1 No Lockout

The City agrees not to cause, permit, or engage in any lockout of its employees during the term of the Agreement.

Section 5.2 No Strike

The Union agrees that neither it, its agents, employees, any of its members or any employees covered by the Agreement, individually or collectively, during the term of this Agreement, shall for any reason engage or induce, encourage, intimidate or threaten another employee or other employees to engage in or participate in picketing, a sit down, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Department's or City's business, including but not limited to a sympathy strike, slow down or other interference or interruption with the City's or Department's business or operations.

The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above. Should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

Section 5.3 Redress for Violation

The City and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and City to avoid strikes and work stoppages and any and all other conduct set forth above in Sections 5.1 and 5.2.

Section 5.4 Discipline for Violation

In the event that any employee or group of employees engages in any of the conduct described above in Section 5.2 during the term of this Agreement, the City has the exclusive right to discipline (up to and including discharge) any employee who engages or participates in the activities described above in Section 5.2 of this Article.

ARTICLE 6
SAVINGS CLAUSE

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws. Should any provisions of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portion(s) of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure as specified in O.R.C. §4117.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1 No Discrimination

There shall be no discrimination against any employee in the matter of training, upgrading, promoting, transferring, laying off, disciplining, discharging or otherwise because of race, color, creed, national origin, sex, age, marital status, disability, handicap, reasonable grievance activity or union activity.

Section 7.2 Union Participation

The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

Section 7.3 Equal Treatment

All employees of the City within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein, regardless of whether or not they are dues paying members of the Union.

ARTICLE 8
LABOR RELATION MEETINGS

Section 8.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, the City and the Union shall meet when requested by either the City or the Union periodically on a mutually agreeable day and time, with not more than two (2) employee members and one (1) staff representative of the Union and not more than three (3) representatives on behalf of the City to discuss pending problems and/or issues in order to promote a more harmonious labor/management relationship.

Section 8.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting could include but not be limited to the following:

A. Discuss the administration of this Agreement.

B. Notify the Union of changes made by the City which affect bargaining unit members of the Union.

C. Disseminate general information of interest to parties.

D. Discuss ways to increase productivity and improve effectiveness.

E. Consider and discuss health and safety matters relating to employees.

Employees who are off duty will not be compensated for attendance at labor/management meetings.

Section 8.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 8.4. Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this Agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the City's management rights.

ARTICLE 9
WORK RULES AND GENERAL ORDERS

The City agrees that, to the extent possible, work rules shall be reduced to writing, and provided to all employees in advance of their enforcement. The City will provide the Union copies of any revised or new written work rules, policies, regulations, and training bulletins, in advance of their intended effective dates.

ARTICLE 10
INTERNAL AFFAIRS INVESTIGATIONS AND DISCIPLINARY PROCEDURE

Section 10.1 Formal Internal Affairs Investigation

A. Prior to a Member being asked questions during a formal internal affairs investigation which could lead to discipline of the Member questioned, that Member shall be informed of the right to have Union representation if the Member so desires and requests such representation. If no Union representative is available within a reasonable period of time, then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation, but in no event shall it be continued past forty-eight (48) hours absent extenuating circumstances.

B. In the event Union representation is requested in such an investigatory interview, no questions shall be asked the member without the member's Union representative being present.

C. In the event Union representation is requested in such an investigatory interview, the member may consult with the member's Union representative before the investigatory interview and the Union representative may act as a witness during the interview but may not interfere with the member or investigator during the interview. This does not limit the right of the member to ask for a break during the interview to consult with his or her Union representative.

D. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours. In the event a member is questioned during non-duty hours, the member will be compensated at the member's appropriate rate of pay for time spent being questioned.

E. A member who refuses to answer questions in an internal investigation of the member's conduct or the conduct of another person may be charged with insubordination or a like offense, if after being advised that such refusal to answer or refusal may, if continued, be the basis for such a charge. No member shall be charged with insubordination where such

refusal is based on the Member's exercise of rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights" and is informed by the investigating officer that the Member's responses to questions will not be the basis for criminal charges against the Member, and the Member is ordered to answer questions, a Member's refusal to answer questions or refusal to participate in an investigation may form the basis for a charge of insubordination or like offense.

F. A polygraph or other lie detection examination may be used with consent of the witness.

G. In evaluating the evidence regarding a complaint about a Member's conduct, the City will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the City will not take action against the Member complained about unless the complaint is supported by other corrobative evidence uncovered during the course of the investigation.

Section 10.2 Notice After Completion of Formal Internal Affairs Investigation

Within ten (10) calendar days following the completion of the formal internal affairs investigation, the Chief or designee will notify the employee and if requested by the employee, the Union representative, of the results of the investigation. This notice shall be provided on a form agreed upon by the parties notifying the employee or the Union of one of the following results:

A. Counseling, which may be oral or written, and is not considered disciplinary action; or

B. Issuance of an oral reprimand; or

C. Issuance of a written reprimand; or

D. Notice that the Chief intends to bring disciplinary charges at the level of suspension or above against the affected employee(s); or

E. Notice that the Chief intends to end the investigation with no further action.

Section 10.3 Service of Disciplinary Actions

A. If disciplinary charges are brought against any employee after the formal internal affairs investigation has been completed, they shall be furnished to the employee in writing within ten (10) calendar days after the

investigation has been completed. A copy of such charges shall be made available to the Union representative (or to such legal representative of the employee's own choosing and expense). If the disciplinary charge is at the level of suspension or above, the Union shall be notified of the time and location of the hearing on the disciplinary charges and shall have the right to attend said hearing for the purpose of representing the employee and/or to protect the integrity of this Contract.

B. Oral and written reprimands signed by the Chief shall be furnished to the employee and the Union representative in writing within ten (10) calendar days after the investigation has been completed.

C. When possible the Chief or designee will serve disciplinary charges to the employee in person. If the employee cannot be served in person, the Chief or designee may serve disciplinary charges by certified mail followed by regular U.S. mail should certified mail be unclaimed, refused or undeliverable. Notice under this subsection shall be to the last home address furnished by the employee(s) to the City's Department of Human Resources.

D. Regular mail service shall be deemed delivered three (3) business days after mailing the disciplinary charges or reprimand to the employee's home address.

Section 10.4 Hearing on Disciplinary Charges at the Level of Suspension or Above

A. A hearing on the merits of the disciplinary charges at the level of suspension or above shall be conducted by the Director of the Department of Human Resources within thirty (30) calendar days from the delivery of the notice of the charges to the employee made under Section 10.3 C.

B. The results of said hearing shall be in writing and given to the employee within twenty (20) calendar days after the hearing.

C. For purposes of Article 10, the final disciplinary action issued as a result of a disciplinary hearing may be an oral reprimand, a written reprimand, suspension and/or demotion or termination.

D. No employee shall be reduced in pay or position, suspended, removed or reprimanded or disciplined in any way except for just cause.

E. Every effort will be made to apply discipline in a uniform manner to all bargaining unit employees except legitimate mitigating circumstances may be taken into consideration. The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will include at least an oral reprimand, a written

reprimand, a short term suspension and then a long term suspension for minor offenses prior to dismissal.

F. Whenever a disciplinary action is taken pursuant to this Article the employee shall be given a copy of such record.

Section 10.5 Disciplinary Grievances

If the employee is not satisfied with the results of the hearing, the employee may appeal the determination by filing a grievance pursuant to Article 11 of this Agreement, together with any alleged violations of administrative procedures and time limits set forth in this Article. Grievances filed pursuant to this Section can be started at the step above where the discipline originated. (For example, if the discipline was from a sergeant, the grievance can start with the lieutenant.) As with non-disciplinary grievances, any Step in the Grievance Procedure may be skipped by mutual written consent between the City's designated representative and the Union.

In cases of verbal warnings and/or written reprimands, if an Employee disagrees, he or she may write comments on the Disciplinary Action Form explaining his or her position and why he or she disagrees with the verbal warning and/or written reprimand.

Section 10.6 Extensions to Time Deadlines

The parties acknowledge that certain situations may warrant more extensive investigation such as investigations of a criminal or conspiracy nature, or when alleged violations address other local, state or federal laws, or when initiated pursuant to the Mayor's executive order. The parties may agree in writing to extend any time periods. Consent to an extension or extensions shall not be unreasonably withheld.

If an employee is on approved leave, the time limits for investigation, delivery of charges and hearing shall be automatically tolled and the time periods extended an equal number of days.

The parties may agree in writing to extend any of the time periods set forth in this Article.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined

The word "grievance" is defined as a dispute or difference between the City and the Union solely pertaining to the interpretation, application and/or alleged violation of the provisions of this Agreement.

Section 11.2 Who may File

A grievance can be initiated by any aggrieved bargaining unit member. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one employee selected by such group shall process the grievance as the designated representative of the group.

Section 11.3 Establishment of Grievance Representatives

The Union will designate one (1) Grievance Representative from the members of the Union.

Section 11.4 Grievance Procedure

The following are the implementation steps and procedures for handling employees' grievances:

A. Preliminary Step Immediate Supervisor (Verbal)

An employee having an individual grievance will first attempt to resolve it informally with his or her immediate supervisor. Such attempt at informal resolution shall be made by the employee/grievant within ten (10) working days of when the event or circumstance giving rise to the grievance occurred or first became known to the employee/grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as described herein) beyond the ten (10) working days time limit shall not be considered.

At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, a Grievance Representative may accompany the grievant should the latter request his or her attendance. If the employee is not satisfied with the oral response from his or her immediate supervisor at this Step, he or she may pursue the formal steps which follow.

Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the appropriate Grievance Representative. The supervisor and employee shall each sign and date a statement, and keep a copy, identifying the date the grievance was first raised.

B. Step One Immediate Supervisor (Written)

1) When an employee has a grievance in which his or her supervisor's oral response in the Preliminary Step is unsatisfactory, he or she may then submit said grievance in writing to the supervisor on the grievance form agreed upon by the parties, with a copy delivered to the Chief of Police. The employee's grievance shall be submitted on the grievance form as described below in Section 11.9. Such form must be submitted to the supervisor within seven (7) working days following the oral response from

the Preliminary Step. The supervisor shall sign and date-stamp the grievance form on the date he or she receives the grievance form. Grievances submitted beyond the seven (7) working days time limit shall not be considered.

2) Within seven (7) working days of his or her receipt of the written grievance, the immediate supervisor shall affix his or her written response to the grievance form, date and sign his or her response, and return one copy of it to the grievant. If the aggrieved employee does not refer his or her grievance to the Second Step of the procedure within seven (7) working days after the receipt of the decision rendered in this step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two Supervisor of Immediate Supervisor

1) Should the employee/grievant not be satisfied with the answer in Step One, within seven (7) working days thereafter he or she may appeal the grievance to Step Two by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Step and any other pertinent documents, to the person holding the position of supervisor over the grievant's immediate supervisor. This person shall sign and date-stamp the grievance form, accurately showing the date he or she received the grievance form.

2) Within seven (7) working days of his receipt of the written grievance, the person holding the position of supervisor over the grievant's immediate supervisor shall affix his written response to the grievance form, date and sign his response, and return one copy of it to the grievant. If the aggrieved employee does not refer the grievance to the third step of the procedure within (5) working days after the receipt of the decision rendered at this step, the grievance shall be considered to be satisfactorily resolved.

D. Step Three Chief of Police

1) Should the employee/grievant not be satisfied with the answer in Step Two, within ten (10) working days thereafter, he or she may appeal the grievance to Step Three by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, to the Chief of Police. The Chief of Police shall sign and date-stamp the grievance form, accurately showing the date his or her office received the grievance form.

2) Within ten (10) working days of the receipt of the grievance form, the Chief of Police or his or her designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting

to discuss the grievance with the Grievance Representative or the Union's Representative. The Grievance Representative or Representative of the Union may bring the grievant to the meeting.

3) Within ten (10) working days of the meeting at this Step, the Chief of Police shall submit his or her written response to the grievance to the Grievance Representative and the grievant.

E) Step Four Human Resources Director

1) Should the employee/grievant not be satisfied with the answer in Step Three, within ten (10) working days thereafter, he or she may appeal the grievance to Step Four by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, to the City's Human Resources Director. The Human Resources Director shall sign and date-stamp the grievance form, accurately showing the date his or her office received the grievance form.

2) Within ten (10) working days of the receipt of the Grievance Form, the Human Resource Director or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Representative or the Union's Representative. The Grievance Representative or Representative of the Union may bring the grievant to the meeting.

3) Within ten (10) working days of the meeting at this Step, the Human Resource Director shall submit his or her written response to the grievance to the Grievance Representative and the grievant.

Should the employee/grievant not be satisfied with the answer at this Step, he or she shall notify the Grievance Representative of his or her desire to implement Step Five, Arbitration. The Representative of the Union will screen all grievances before submitting them to Arbitration. Should the Union determine that it desires that the grievance proceed to Arbitration, the Union shall so notify the City by providing written notification to the City stating such intention and thereby invoking Arbitration. Such written notice shall be mailed within ten (10) working days after receipt of the response at Step Four.

F) Step Five Arbitration

1) Upon the serving of notice to arbitrate the parties will promptly meet to agree upon the selection of an arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator they will have recourse to the procedures of the office of Arbitration Services of the Federal Mediation and Conciliation Services. The parties shall confer and strike names from the list of nine (9) arbitrators provided by the Federal Mediation and Conciliation Service until one name remains unless they mutually agree upon an arbitrator identified on the list. Each party may

ask for a second list one (1) time. The authority to strike the first name from the list shall be determined by a flip of a coin.

2) The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth the finding and rationale in support of said finding.

3) It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect any of the provisions of this Agreement or any supplements or appendixes thereto; nor shall the arbitrator find any grievance to be meritorious unless first finding that a provision of this Agreement has been violated as alleged and that the arbitrator has jurisdiction over the matters grieved. It is expressly agreed and understood that the jurisdiction and authority of the arbitrator shall be limited to the interpretation, application and determination of the provisions of this Agreement and any supplements and appendixes thereto. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the City and the Union. All decisions reached by the arbitrator shall be final and binding upon the parties.

4) The arbitrator shall render his or her decision within thirty (30) calendar days from the closing of the arbitration hearing, except that if post-hearing briefs are to be filed, then the hearing shall be deemed closed on the date set for submitting the briefs to the arbitrator. The fees and expenses of the arbitrator will be shared jointly by the parties. Each party will bear its own expenses.

Section 11.5 Time Off for Presenting Grievances

An employee and his or her Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. All requests for time-off pursuant to this Section shall be requested and responded to in writing.

Section 11.6 Grievance Representatives

Neither a grievant nor a grievance representatives shall receive overtime pay to engage in grievance activities provided for herein. However, grievance meetings at Step Two shall be held at an agreeable time to all parties. The Bargaining Unit shall notify the

Department Head in writing, of the names of Grievance Representatives within thirty (30) days of their appointment.

Section 11.7 Time Limits

It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant, the Union and the City's designated representatives may mutually agree, at any Step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties.

Similarly any Step in the Grievance Procedure may be skipped by mutual written consent between the City's designated representative and the Union. Except in case of emergencies as declared by the Chief, or in the absence of such mutual extensions, the grievant may, at any Step at or above Step Three (Chief of Police) where a response is not forth-coming within the specified time limits: (a) presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy, or (b) if the grievance concerns a matter of contract interpretation (a matter that is not a disciplinary or financial grievance) in which case the grievance is presumed to be denied and advanced to the next step in the grievance procedure.

Section 11.8 Representatives in Meeting

In each step of the Grievance Procedure outlined herein, certain specific representatives are given approval to attend the meetings as prescribed herein. 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 of the Grievance Procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement between the parties.

Section 11.9 Grievance Form

Grievance forms will be supplied by the Union. The City agrees that the grievance form (as it existed on January 1, 2005) and commonly used by the Labor Council is satisfactory and will suffice for use by these bargaining units when filing a written grievance. It is agreed by the parties that every effort will be made to have the form signed by the employee bringing the grievance. However, if the employee bringing the grievance is unavailable, the form may be signed by the employee's Labor Council Associate.

Section 11.10 Working Days

For the purposes of counting time, "working days" as used in this Agreement are the working days of the party with the burden to act and will not include scheduled days off, approved leaves or holidays .

Section 11.11 Nondiscrimination

No employee or official of the Union shall be removed, disciplined, harassed or discriminated against because he or she has filed or pursued a grievance under this Procedure.

ARTICLE 12
RETENTION AND REVIEW OF RECORDS

Section 12.1 Review of Personnel Files

Any member shall be allowed, upon request, to review his or her personnel file at any reasonable time. Such request shall be made to the Chief of Police directly and review shall be made in the presence of the Chief of Police or his designated representative. The City will abide with all federal, state, and local requirements pertaining to public records law.

No document which does not include as a part of its normal distribution a copy to the member or which does not originate with the member shall be placed in the member's personnel file unless the member is also provided a copy. Anonymous material shall never be placed in the member's personnel file.

Section 12.2 Performance Evaluations

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

Section 12.3 Use of Prior Discipline

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of documented counseling and oral reprimands shall be removed from the member's personnel file and will not be used as a basis for further discipline one (1) year or more after issuance. Records of written reprimand shall be removed from the member's personnel file and will not be used as a basis for further discipline thirty (30) months or more after issuance. Records of a suspension of less than five (5) days (short term suspension) shall be removed from the member's personnel file and will not be used as a basis for further discipline four (4) years or more after issuance. Records of a suspension of five (5) days or more (long term suspension) shall be removed from the member's personnel file and will not be used as a basis for further discipline six (6) years or more after issuance.

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 this Section 12.3 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.

ARTICLE 13
SENIORITY

Section 13.1 Continuous Service

The City and the Union recognize the concept of "Continuous Service" seniority. Continuous service shall be from the most recent date of full-time hire with the Hilliard P.D. in the employee's current classification.

Section 13.2 Seniority for Personnel Reduction

In the case of personnel reduction, the employee(s) within the Job Classification, with the least amount of seniority will be laid off first. Employee(s) shall be recalled in the order of their seniority as defined above within their job classification.

Section 13.3. Break in Seniority

Seniority will be broken when an employee:

A. Is recalled to work by certified mail, addressed to his or her last recorded address on file with the City and fails to return to work within five (5) working days from the date he or she is instructed to be at work. The date he or she is instructed to be at work may be extended for a period of not more than ten (10) working days, by the City, if the employee has presented a reason acceptable to the City for the failure to report to work as notified and if the employee has made a request for extension to the City before the date he or she is instructed to report for work.

B. Fails to return to work from a leave of absence unless his failure to return to work is for a reason acceptable to the City or a justifiable reason is presented to the City before the original leave of absence expires which shall be either a medically documented absence or a death in the employee's immediate family.

C. Absence of more than three (3) consecutive work days without timely reporting off to the City.

D. Is on layoff and is not recalled to work for thirty-six (36) consecutive months.

Seniority for employees with the same date of hire will be determined by their placement on the Civil Service Examination. Consideration will be given for previous part-time service with the City. Such determination will be made on the day of the employees' hire.

ARTICLE 14
PREMIUM AND OVERTIME PAY AND HOURS OF WORK

Section 14.1 Premium and Overtime Pay

Each employee covered by this Agreement shall be entitled to premium pay and overtime pay as follows:

A. Premium Pay

Premium pay shall be paid to an employee who is required to actually work more than five (5) consecutive days between scheduled days off. All hours worked on the sixth (6th) consecutive day worked shall be compensated at time and one half (1½) the regular hourly rate of pay. All hours worked on the seventh (7th) consecutive day shall be compensated at two (2) times the regular rate of pay. The eighth (8th) and other consecutive days worked shall be compensated at the regular rate of pay.

B. Working a Scheduled Day Off

Whenever an employee is required to work on a scheduled day off, the employee shall be compensated at one and one half (1½) times his or her regular salary on the first scheduled day off. Work performed on his or her second scheduled day off shall be compensated at two (2) times the regular hourly rate of pay for that employee.

C. Working Hours at the End of a Shift

All hours worked between the end of an employee's normal shift and the normal beginning of his or her next shift shall be compensated at a rate of one and one half (1½) times their hourly rate within their normal work week.

D. Reporting for Overtime Work/Necessary Court Appearances

Whenever an employee is required to report for overtime work, including necessary court appearances, the employee shall be compensated for at least three (3) hours "show up" time. Such show up time to be paid consistent with the provisions provided for in this article. In order to receive the minimum "show up time" compensation, the employee must be in an actual work status.

At the request of the employee and with the permission of his or her supervisor, the employee may terminate his or her work status but he or she shall be compensated only for the hours actually worked.

E. Computation of Overtime

In computing overtime, as set forth in "B and C" above, 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 14.2 Compensatory Time

A. No employee shall be required by the City to receive compensatory time in lieu of overtime pay.

B. Employees may elect to receive compensatory time in lieu of overtime pay, at their option. Such compensatory time to be credited at the rate of one and one half (1½) times the number of hours worked, except for time worked on a second day off as provided for in this Contract. Such compensatory time worked on a second day off to be credited at two (2) times the number of hours worked.

C. 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:

.

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

4.
5. Conflict with any other provision of this contract.

D. 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.

E. 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, 2015 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, 2015 at any time reduces his or her balance below that January 1, 2015 level (but still in excess of 240), then that reduced balance shall become the Member's new maximum balance.

F. 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.

G. One-Time Pay-Off for Accrued Compensatory Time in Excess of 240 Hours. On January 1, 2015 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 by January 9, 2015 (in the first week of January, 2015) and paid at the rate of pay in effect as of December 31st of 2014. Payment made pursuant to this paragraph shall be made in January of 2015.

Section 14.3 Hours of Work and Work Week

The work week shall normally consist of forty (40) hours based on a five (5) consecutive eight (8) hour work day and two (2) consecutive days off. The salary wage ranges prescribed in the pay plan for the respective classifications are based on an average work week on forty (40) hours in a work year of 2,080 hours.

Section 14.4 Minimum Staffing

Article 14.5 Call-in Procedure for Police Support Services Clerks

(As used in <u>this Section</u>, the term senior and/or seniority shall be as defined in Article 13 of this Agreement)

In the event there is an unplanned need (usually twenty-four (24) hours or less notice) of additional staffing or overtime opportunity on an upcoming shift (as determined by the Chief or his designee), the on-duty supervisor shall attempt to fill the open slot with overtime as follows:

A. The City will maintain a "mandatory shift call in list" for each of the three shifts. Members will be on the list specific to the shift in which they work. These lists will determine which Member will be mandated for work during a "mark-off" situation in which staffing is needed, as described above. Once a Member is mandated to work from the list, that Member's name will be moved to the bottom of the list.

B. Lists will be developed once a year following the shift bid selection process. The list will be developed by seniority on each shift with the most senior member being listed last.

C. The on-duty supervisor will mandate the first half (1/2) of the shift coverage to the Member working the preceding shift who is listed first on the shift mandatory call-in list; the second half (1/2) of the shift coverage will be mandated to the Member who is listed first on the shift mandatory call-in list from the on-coming shift.

D. Members on assigned and approved time-off are excluded from mandatory call-in from the lists unless their next assigned duty shift abuts the shift vacancy. E. In the event a full-time and a part-time employee are working the same shift, the full-time employee will have seniority over the part-time employee for purposes of this section, regardless of the date of hire for each employee.

F. Unless there is an unforeseen emergency or unforeseen event, no police support services clerk will be permitted or ordered to work more than twelve (12) consecutive hours. **Section 14.6 Shift Selection**

Each bargaining unit member will be assigned to the hours of the day that he or she will work. The schedule of shifts to be filled will be posted by the Division in November of each year. The bargaining unit members will select their choice of shift based on their full-time seniority as a bargaining unit member. The new shift assignments shall be effective in the first full pay period of the following year. If a shift becomes vacant before July 1 of a year, there will be an additional bidding of shifts to be completed no more than thirty (30) days from the date the shift is actually vacant. The re-bid shifts will be effective in the first full pay period after the re-bidding is complete.

Section 14.7 Pay Periods

Pay periods shall be bi-weekly, corresponding to the work weeks described in Section 14.3 above. Payroll checks shall be made available to the employees no later than 12 noon on the Thursday following the end of the pay period. If such schedule cannot be complied with due to mechanical failure or a scheduled holiday, the checks shall be issued as soon as possible.

Section 14.8 Negotiations

Members on the Union bargaining committee shall be permitted to attend negotiation meetings that may be scheduled during their regularly scheduled shifts without loss of pay, entitlement and/or benefits, but shall not be entitled to overtime pay solely for the purpose of attending such meetings. However, bargaining committee members shall receive hour for hour compensatory time at their straight time rates when negotiation meetings are scheduled at a time other than their regularly scheduled shifts. Upon prior notification to their supervisors, bargaining committee members shall be allowed reasonable time off duty, without loss of pay, entitlement, and/or benefits to attend work sessions of the bargaining committee during and prior to the course of negotiations, if any such meetings should fall within any of their regularly scheduled shifts.

ARTICLE 15
JOB ASSIGNMENT VACANCY

When a vacancy in a job assignment becomes available in the Department, the City shall post this job assignment vacancy for fourteen (14) calendar days. All members will be able to apply for that job assignment vacancy. When two (2) or more members apply for that job assignment vacancy, the Chief will give consideration to each member's seniority as defined in Article 13, Seniority and work record before he or she makes his or her selection.

ARTICLE 16
LEGAL HOLIDAYS

Section 16.1 Holidays

In addition to any other day declared to be a holiday by the City, all employees covered by this agreement shall be authorized to observe the following holidays:

New Year's Day
President's Day
the Friday preceding Easter (Good Friday)
Memorial Day
Labor Day
Independence Day
Veterans' Day
Columbus Day
Thanksgiving Day
Christmas Day

Section 16.2 Holiday Work/Compensation

An employee who is required to work on a legal holiday shall be compensated, in addition to the foregoing, as follows:

A. An employee required to work on a legal holiday shall receive compensation at a rate equal to one and one half (1½) times their normal hourly rate for hours worked, except if the holiday falls on the employee's second day off then the employee shall be compensated at a rate twice the normal rate of pay for hours worked.

B. Bargaining Unit members will be compensated an additional eight (8) hours for each holiday referred to in Section 1 that occurs on or before November 30 of each year. The "holiday year" will run from December 1 of one year through November 30 of the following year. Payment will be made in the first pay period in December of each calendar year in a separate lump sum payment.

C. Members who are scheduled to work on any of the holidays specified in this Article may take any authorized leave in the form of vacation, personal or compensatory time instead of using the holiday itself as leave. When members use other than the holiday as leave time, the eight (8) hours of holiday time earned will be placed in the holiday bank to be paid in December of each calendar year as specified in Section 2(B) of this Article.

Section 16.3 Effect Upon Leave

If one of the holidays in Section 16.1 falls during a period when an employee is on an approved vacation or sick leave, the employee shall not be charged vacation or sick leave for that day.

Section 16.4 Holiday Scheduling

The Chief of Police shall have the right to establish the work schedule for all covered employees on any of the holidays specified in this Article.

ARTICLE 17
PERSONAL DAYS

Section 17.1 Personal Day

All employees covered by this Agreement shall receive three (3) Personal Days per year per employee. The City may purchase one (1) personal day per year per employee at eight (8) hours at the employee's normal rate of pay if scheduling prohibits the granting of the request. New employees shall receive one (1) personal day for every four (4) months employed during the first calendar year of employment.

Section 17.2 Personal Day Scheduling

The Chief of Police may prescribe reasonable rules for the administration of Personal Days except that conflicting requests shall be decided on the basis of classification seniority.

ARTICLE 18
SICK LEAVE

Section 18.1 Accrual

Full-time employees shall accrue sick leave at the rate of 4.6 hours per pay period. No sick leave shall accrue in any pay period in which the employee 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. These accrued hours will be credited to the employee's Current Sick Leave Bank.

Section 18.2 Carryover

Credit for verified unused, un-reimbursed sick leave accrued in employment with the State of Ohio or any other political subdivision of the State shall be credited to an employee's Transferred Sick Leave Bank, except that not more than one and one quarter (1¼) 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 18.3 Sick Leave Use

Employees may request to use sick leave, at the employee'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 of the employee or a member of the employee's immediate family or illness or death in the immediate family in the following manner:

A. The employee shall first use sick leave accrued as described under Section 18.1.

B. The employee shall use Transferred Sick Leave credited to the employee's Transferred Sick Leave as described in Section 18.2 only after all sick leave described in Section 18.1 has been used.

Section 18.4 Pregnancy

Pregnancy or childbirth related medical conditions may be counted as personal illness.

Section 18.5 Limitations

A. In cases of extended illness, defined as more than two (2) consecutive workdays, or suspected abuse as determined by the employee's immediate supervisor, written evidence may be required as to the adequacy of the reason for an employee's absence both for illness of the employee or the employee's immediate family.

The sufficiency and the type and nature of the written documentation required in each instance shall be determined by the immediate supervisor and may be:

1. a written, signed statement by the employee, which can be the "Request for Leave Form";

2. a certificate from the employee's attending physician stating the dates and nature of the illness; and/or

3. a certificate signed by a licensed physician selected by the City's Human Resources Director.

Failure to satisfactorily present the required documentation or any falsification of the required documentation shall be grounds for disciplinary action, including dismissal.

B. Accumulated sick leave shall not be taken or used as a substitute for vacation leave. However, should an employee become ill for more than two (2) consecutive days while using approved vacation leave, the employee may make a request to the Chief of Police asking to use sick leave rather than vacation leave for those days of illness while using vacation leave. The Chief of Police may request documentation of illness as provided in Sub-Section 18.5 (A) above as the Chief deems appropriate, and on a case-by-case basis, may grant approval to the requesting employee to use sick leave instead of vacation leave for the days during which the employee was ill while using vacation leave. If the Chief approves the use of sick leave rather than vacation leave, the employee's vacation leave "bank" will be credited and the sick leave "bank" debited accordingly. The Chief's decision on this matter is final and not subject to the grievance procedure herein.

C. Sick leave shall be used in hourly increments.

D. An employee who is able to return from sick leave to "light duty" upon the recommendation of an attending practitioner, shall be permitted to perform such "light duty" when the City has appropriate light duty available, and if the employee is physically able to do so, as determined by an examination of a licensed physician approved by the City. No employee shall be granted "light duty" work in excess of eight (8) weeks in any calendar year.

Section 18.6 Substitution of Other Leave

If an employee without sufficient sick leave has been employed by the City for more than three (3) years and has accrued more than thirty (30) days of sick leave as of January 1 of the current year, then the employee may use with approval of the Safety Director, vacation, compensatory time, personal leave, or be carried on unpaid leave, at the employee's option. The restriction on the use of other leave shall not apply to a person employed by the City for less than three (3) years.

Section 18.7 Conversion Upon Separation

Upon death, retirement, resignation or termination of employment in good standing, an employee shall be entitled to pay out for any accrued, but unused sick leave as described in Section 18.1 based on the following:

A. Employees shall be paid at the time of separation one-half (½) of all their accumulated sick leave hours from their Current Sick Leave Bank.

However, in no event shall payment be made for more than five hundred (500) hours. Such payment shall be made at the rate of pay in effect at the time of separation.

B. In addition to the above, an employee may, at the end of the calendar year, elect to receive a cash payment for unused sick leave from the employee's Current Sick Leave Bank as described in Section 18.1 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, and will be by separate check.

C. Each employee 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 employee on the date of retirement, resignation or termination.

D. In no event shall an employee receive any pay out for the Transferred Sick Leave Bank hours as described in Section 18.2 upon separation from employment.

Section 18.8 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 agreement.

Section 18.9 Medical Updates

If an employee is sick or injured for an extended period of time the City may require the employee to furnish medical updates on the employee's condition and prognosis every thirty (30) days or after regularly scheduled medical appointments that are set by the physician's office for the purpose of assessing/evaluating the employee's medical condition if such regularly scheduled appointment falls within the thirty (30) day period.

Section 18.10 Special Conversion

If an employee is killed or dies while on duty, one hundred percent (100%) of the employee's accumulated and unused sick leave as described in Section 18.1 shall be paid first to the employee's spouse, or secondly to the employee's estate, at the regular hourly rate of pay in effect at the time the employee was killed or died while on duty.

ARTICLE 19
SICK LEAVE DONATION PLAN

Section 19.1 Immediate Family Defined

For purposes of this Article 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".

Section 19.2 Intent

Employees may donate accrued sick leave to 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.

Section 19.3 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:

A. has no accrued leave; and

B. has completed the new hire probationary period; and

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

D. has applied for Family and Medical Leave; and

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

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

G. 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

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

Section 19.4 When an Employee May Donate Sick Leave

Employees may donate leave if the donating employee:

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

B. 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;

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

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

E. completes any required form.

Section 19.5 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 Resource 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.

Section 19.6 Information Required in Order to Donate

Employees who wish to donate sick leave shall certify:

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

B. The number of hours to be donated;

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

Section 19.7 Requirement to Donate

No employee will be forced to donate sick leave. The Union and 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.

Section 19.8 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.

Section 19.9 City-wide Policy

In the event the City develops and implements a sick leave donation plan substantially similar to this Article applicable to all City employees, then the employees covered by this Agreement shall be eligible to participate in the city-wide plan.

ARTICLE 20
VACATION LEAVE

Section 20.1 Vacation Accrual

Employees 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 employee 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 20.2 Vacation Use

The use of vacation leave shall be subject to the approval of the Chief of Police except that no reasonable vacation leave request shall be denied. The Chief of Police 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 as defined in Article 13 Seniority. No rule or procedure shall conflict with the provisions of this Agreement.

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

A. The Chief of Police may cancel approved vacation leave in times of an emergency or unforeseen need. The employee shall not be charged for vacation leave on days in which the employee is required to work pursuant to this sub-section.

In addition, the employee 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 (1½) times the employee's regular hourly rate of pay

B. Vacation leave in increments of less than one (1) hour shall not be requested nor charged.

Section 20.3 Conditions

An employee's vacation anniversary date shall be the beginning date of the 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 an employee's vacation anniversary date.

B. Credit for prior governmental service within the State of Ohio, in accordance with Section 9.44 of the Ohio Revised Code as currently existing as of the date of this Agreement, including Ohio Attorney General's opinions, shall be used in computing an employee'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 employee may carry a vacation leave balance in excess of four hundred (400) hours.

Section 20.4 Pay-out Upon Separation or Death

An employee who is to be separated through retirement, resignation or termination of employment and who has accrued, but unused vacation leave to his or her credit shall be paid in a lump sum for accrued, but unused vacation leave in lieu of granting such employee a vacation leave after his or her last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at the time of separation. When an employee dies while in paid status any accrued, but 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 20.5 Annual Pay-out

Once per year, any employee 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 payment will be by separate check and will be paid on or about December 1, each year.

Section 20.6 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 employee's maximum vacation leave balance following an annual pay-off as described in Section 5 above must be used by December 31st of that year, or the hours will be dropped from the employee's accrued balance.

ARTICLE 21
INJURY LEAVE

Section 21.1 Injury Leave Permitted

Injury leave is a benefit to cover employees, injured on the job, which is separate and distinct from any Worker's Compensation benefits. Worker's Compensation laws, rules and court decisions do not apply to the City's injury leave benefit.

A. In any continuous twelve (12) month period full-time employees shall be allowed a period of injury leave with pay covering any and all injuries from the date of their initial grant of injury leave not to exceed seven hundred twenty (720) hours if such request for injury leave is appropriately supported by medical documentation and approved by the Human Resources Director and Mayor. In exceptional circumstances, the Mayor at his or her sole discretion may extend the injury leave period without pay for up to an additional one hundred and twenty (120) hours.

Section 21.2 Coverage of Injury Leave

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 Human Resources Director or designee may rely upon the City's physician's opinion in authorizing or disapproving the leave.

Section 21.3 Injury Leave Report

A report of the cause of all injuries signed by the immediate supervisor and the Chief of Police shall be submitted to the Human Resources Director or designee within three (3) working days of the date of the injury, including the cause, circumstances and a description of the injury.

Section 21.4 Injury Leave Approval

No member shall be granted injury leave unless the Human Resources Director or designee authorized 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 Human Resources Director or designee. If, in the judgment of the Human Resources Director or designee the injury is such that the member is capable of performing his or her regular duties or light duties during the period of convalescence, the Human Resources Director or designee may deny injury leave with pay.

Section 21.5 Procedure at Time of Injury While on Duty

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.

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.

Section 21. 6 Use of Other Leave

Pending approval or denial of injury leave by the Human Resources 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 Human Resources Director's or designee's decision.

Section 21.7 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. A maximum of not more than three (3) hours will be granted per scheduled physician's appointment or treatment with appropriate medical documentation.

Section 21.8 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.

Section 21.9 Family Medical Leave Limitations

The twelve (12) weeks per year limitation on leaves permissible under the Family Medical Leave Act (FMLA) shall include injury leave if it is a reason permissible under the Family Medical Leave Act.

Section 21.10 Other Employment Limitations

No injury leave payments will be made to any employee pursuant to this article who is actively working for another employer while on injury leave with the City of Hilliard.

ARTICLE 22
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 the member's 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.

ARTICLE 23
BEREAVEMENT LEAVE

Section 23.1 Parents and Children

Leave with pay due to death of parents or step-parents (including spouse's parents or step-parents), spouse or children, including step-children shall be allowed and limited to a maximum of three (3) working days within Ohio, and five (5) working days outside of Ohio.

Section 23.2 Other Family Members

Leave with pay due to death of grandparents, grandparents-in-law, grandchildren (including step grandchildren and grandchildren-in-law) brothers, sisters, brothers-in-law, sisters-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 Ohio, and two (2) working days outside of Ohio.

Section 23.3 Additional Days May be Taken

Additional days may be taken, subject to the approval of the Chief and charged to either sick leave, vacation leave or non-compensated time off.

ARTICLE 24
JURY DUTY AND WITNESS LEAVE

Section 24.1 Jury Duty

A member will be excused from work when called for jury duty. Such member shall be paid by the City at the member's 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.

Section 24.2 Witness Leave

Time off with pay shall be allowed employees who are required to attend any court of record as a witness for the City.

ARTICLE 25
LEAVE OF ABSENCE WITHOUT PAY AND UNREPORTED ABSENCE

Section 25.1 Leave of Absence With or Without Pay

In addition to other leaves authorized in this Agreement, the Safety Director may authorize special leaves of absence with or without pay. The exercise of discretion on the part of the Safety Director in granting a leave pursuant to this section is not subject to a grievance.

Section 25.2 Unreported Absence

All unreported absences shall be considered as absence without leave and loss in pay shall be automatic for the period of absence. Such unreported leave may also be made the grounds for corrective action, including suspension or dismissal.

ARTICLE 26
EXAM LEAVE

Time off with pay shall be allowed each employee covered by this Agreement for participating in City civil service examinations, or taking a required examination pertinent to their City employment before a state or federal licensing board.

ARTICLE 27
UNIFORMS AND EQUIPMENT

Section 27.1 Uniforms and Equipment

The Chief of Police 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 below.

The standard issue shall be provided to each employee of the bargaining unit by the City at no cost to the employee. The City shall purchase such initial and replacement items that may be required to insure that each employee is equipped with the prescribed standard issue in serviceable condition. The standard issue shall be changed only by agreement between the Safety Director and Union.

Whenever a uniform or piece of 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 employee. If damage is due to the employee's negligence the item shall be replaced at the employee's expense. Any appeal of this section shall rest with the Safety Director.

Section 27.2 Standard Issue Uniform and Equipment

Quantity	Item
A total of ten (10) "tops" in any combination from among:	Long Sleeve Shirts Short Sleeve Shirts Turtle Necks or Mock Turtlenecks
6 pr	Uniform Trousers
1 pr	Black Shoes
1 ea.	Pullover
1 ea.	Belt

After this Agreement has been executed and implemented, the Union shall work with the Chief to determine the style of clothing items listed above.

Section 27.3 Dry Cleaning

In addition to the uniform/equipment issue, each employee shall be entitled to dry cleaning/repair of uniforms, to a maximum of sixty dollars ($60.00) per month.

The City shall select a dry cleaning/clothing repair establishment and shall issue "script" to each employee in the amount set forth above for redemption at the selected establishment. Any amount not redeemed by the employee by the first day of the next month shall be deemed forfeited by the employee except the uniforms in possession of the selected establishment prior to the last day of the month may be paid for with that month's script.

Section 27.4 Ownership

All uniforms and equipment purchased by the City are deemed the property of the City. Upon termination, employees shall return all uniforms and equipment furnished by the City, to the City.

Section 27.5 Personal Property

The City shall replace or repair any personal property of the employee lost or damaged in the line of duty. Such personal property shall include, but not be limited to, prescription spectacles, contact lenses, dentures, and wristwatches. This section shall not apply to any loss or damage due to the employee's own negligence. Any article routinely possessed on duty by the employee, the value of which is in excess of three hundred dollars ($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 section. The City shall have the right to refuse to insure any item in excess of three hundred dollars ($300.00), however, such refusal is a legitimate item for a grievance.

A. The employee 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 Agreement shall prohibit the employee from pursuing against the perpetrator of the loss/damage any criminal and/or civil charges as may be permissible under existing laws. The City shall be subrogated to any and all rights the employee 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 employee is reimbursed by workers' compensation and/or 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.

ARTICLE 28
INSURANCE

Section 28.1 Health Care Insurance

A. 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.

B. 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.

C. **Life Insurance.**

The City shall provide a minimum of one hundred thousand dollars ($100,000) of life insurance for each employee covered by this Agreement. The selection of the insurance carrier shall be by the City. The City shall pay the full cost of coverage.

Section 28.2. Changes to Insurance Plans. If the City decides to change any or all insurance benefits consistent with 28.1 above, it will inform the Lodge at least 30 days prior to the effective date of the change.

ARTICLE 29
COMPENSATION

Section 29.1 Salary Schedule

All newly hired employees shall be placed in Step A of the wage scale below and shall remain there for six (6) months before advancement to Step 1, then remain in Step 1 for twelve (12) months before advancement to Step 2, then remain in Step 2 for twelve (12) months before advancement to Step 3.

Section 29.2 Wage Scale – SUPPORT SERVICES CLERKS

Clerks									
		SUB A /HOUR	*ANNUAL*	*STEP 1 /HOUR*	*ANNUAL*	*STEP 2 /HOUR*	*ANNUAL*	*STEP 3 /HOUR*	*ANNUAL*
1-Jan-14		*$17.597*	*$36,601.76*	*$18.633*	*$38,756.64*	*$20.029*	*$41,660.32*	*$22.599*	*$47,005.92*
1-Jan-15	*5.0%*	*$18.477*	*$38,431.85*	*$19.565*	*$40,694.47*	*$21.030*	*$43,743.34*	*$23.729*	*$49,356.22*
1-Jan-16	*2.5%*	*$18.939*	*$39,392.64*	*$20.054*	*$41,711.83*	*$21.556*	*$44,836.92*	*$24.322*	*$50,590.12*
1-Jan-17	*2.5%*	*$19.412*	*$40,377.46*	*$20.555*	*$42,754.63*	*$22.095*	*$45,957.84*	*$24.930*	*$51,854.87*

ARTICLE 30
SERVICE CREDIT (BONUS)

Section 30.1 Service Credit

At the end of the first pay period following the first of December of each year, each employee covered by this agreement who has been employed by the City for over five (5) years shall be entitled to a service credit payment for each year in excess of the five (5) years he or she has so served.

For the purposes of computing length of employment, January 1st of the year in which an employee is eligible for the first time for advancement in grade shall be deemed to be the completion of one year of employment.

If an employee separates from employment prior to the first pay period following the first of December in a year, and that employee is eligible for service credit pursuant to this article, the employee will be paid a pro-rated amount of service credit at the time of separation from employment.

The service credit shall be:

- First year of eligibility shall be eight hundred dollars ($800.00)
- Each year thereafter shall be ninety dollars ($90.00)
- Maximum total credit shall be two thousand sixty dollars ($2,060)

ARTICLE 31
SHIFT DIFFERENTIAL

Section 31.1 Shift Differential Rate

Shift differential shall be paid in the amount of one dollar ($1.00) per hour for the life of this contract to members who work second (2nd) and third (3rd) shift.

Section 31.2 Eligibility

Shift differential shall be paid for all hours that occur after 3:00 p.m. and prior to 7:00 a.m. In the event a Bargaining Unit member is assigned temporarily to a shift where shift differential is applicable, that member shall receive shift differential for those hours worked at the rate described above.

Section 31.3 Method of Payment

Shift differential shall be paid only for actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay.

If shift differential is applicable under the terms of this section, and authorized overtime occurs, 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 is not applicable to court appearance time, but is applicable to hours when called back to duty. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

ARTICLE 32
PENSION PICK-UP

Effective June 1, 2012, each Member shall pay the employee's required contribution to the Public Employee Retirement System of Ohio. Such payment shall be made by the City as a pick-up on behalf of the employee, and in lieu of direct payment by the employee. The provisions of this Article shall apply uniformly to all members of the Bargaining Unit. The City shall in reporting and making remittance to the Public Employee Retirement System of Ohio report that the employee's contribution has been made as provided by statute.

The amount of the employee contribution that is picked-up by the City under the terms of this Section shall not be included in the Member's total earned compensation for the purpose of State and Federal tax. It is recognized, however, that should the rules of the Internal Revenue Service or the state retirement fund change to prohibit this pension pick-up or make such pick-up taxable to employees, then Members shall be paid in cash for all amounts that otherwise would have been paid on their behalf to the retirement fund under this Section.

ARTICLE 33
TUITION REIMBURSEMENT

Section 33.1 Reimbursement Program

The City of Hilliard will provide a tuition reimbursement program to all members of the Union subject to the following terms and conditions:

A. Members will be reimbursed for the member's tuition expense, subject to the limits set forth below, upon the following:

   1. Proof that the member has paid the expense.

   2. Proof that the member received a grade not lower than a "C", or a "pass" in a pass-fail class.

B. All classes eligible for tuition reimbursement must be pre-approved. No class taken without pre-approval shall be eligible for reimbursement. Reimbursable classes of instruction include all required classes necessary for job-related degree programs.

Job-related courses are considered to be courses that improve and enhance a member's ability to complete the member's job tasks. Additional job-related training or job related courses of study not necessarily within a degree program may also be approved for reimbursement with the approval of the Chief.

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 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.

D. 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. Reimbursement shall be limited to a maximum of three thousand twenty-five dollars ($3025.00).

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

ARTICLE 34

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ARTICLE 35
SUBSTANCE ABUSE AND TESTING

Section 35.1 Purpose

The City and the Union 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 as set forth herein.

Section 35.2 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 35.3 Definitions

The following definitions shall govern this Article:

A. "Under the influence" means that the member is using illegal drugs or misusing 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. 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 35.4 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 35.5 Reasonable Belief Testing

A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member is using illegal drugs or misusing alcohol in violation of this Article.

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.

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 35.6 Testing Determination

Upon determining that a member must submit to a reasonable belief test 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 Union Representative. The member and the Union 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 Union 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 Union 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 35.7 Collection Site/Laboratory

A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Union 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 Union 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 Union 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 35.8 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 Chief 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 Chief 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 35.9 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.

Section 35.10 Discipline/Rehabilitation Options

Where a member has been ordered to undergo testing and the test results are positive as specified in Section 35.8, 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 35.4 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 35.4.

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 35.11 Referral to Treatment

Where the member is offered the option for treatment under Section 35.10, 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 random 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 35.12 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 35.13 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, 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 35.14 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 35.15 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 36
UTILIZATION OF CITY RECREATION FACILITIES

Bargaining unit members and members of their immediate families living in the member's household shall be entitled to utilize any and all facilities operated by the City's Department of Parks and Recreation. This shall not include rental fees for facilities.

ARTICLE 37
MISCELLANEOUS

Section 37.1 Personal Mail

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

Section 37.2 Personal Storage

The City and the Union agree that the desk, lockers, file cabinets used by the bargaining unit members for storing job related materials shall be free from intrusion by anyone, except with the knowledge and consent of the bargaining unit member or by court of competent jurisdiction's order, or under the following conditions:

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

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

C. In the presence of a witness.

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

Section 37.3 Employment Prohibitions

The Union and City agree to follow past practices and existing Department policy as to outside employment prohibitions.

ARTICLE 38
RATIFICATION

If tentative agreement on a successor contract is reached by the parties at the bargaining table, it shall be presented by the Union to the membership for approval. The Union shall notify the City of the vote result within a timely manner after the vote is complete.

The City shall submit the tentative agreement and an ordinance authorizing the City to execute the agreement for consideration by the appropriate City Council committee at its next scheduled meeting date. If the Union notifies the City of the vote result after the deadline for submitting items to the appropriate City Council committee has passed, the City shall submit the tentative agreement and ordinance for consideration at the next available City Council committee meeting.

This Agreement shall be executed by and be binding on the parties upon the effectiveness of the City Council ordinance approving it.

ARTICLE 39
DURATION

This Agreement shall become effective on January 1, 2015 and shall terminate at 11:59 p.m. on December 31, 2017.

[Signatures contained on the following page.]

SIGNATURES

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed the 9th day of December 2014.

For the Fraternal Order of Police, Ohio Labor Council, Inc.:

Brenda Goheen
Staff Representative

Patricia Owens Morris
Bargaining Team Member
Support Services Clerk

For the City of Hilliard:

Tracy L. Bradford
Law Director

David D. Delande
Finance Director

Gerald L. Edwards
Human Resources Director

Robert Fisher
Deputy Chief of Police

Natalie Riley
Support Services Supervisor