City of Dublin

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DUBLIN

AND

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

COMMUNICATIONS TECHNICIAN
BARGAINING UNIT

CONTRACT PERIOD:
JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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ARTICLE 1

CONTRACT

Section 1.1 Contract. This Contract is made and entered into at Dublin, Ohio by and between the City of Dublin, as the Employer, also referred to as "Employer", "City" or "Division", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P./O.L.C.", O.L.C., or the Union.

Section 1.2 Purpose. This Contract is made for the purpose of setting forth the understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit identified herein.

Section 1.3 Savings Clause. Should any part of this Contract be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which invalidation of any portion of this Contract by final order issued by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the parties to this Contract shall meet within thirty (30) days of receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.4 Conflicting Agreements. The Employer, the Union, and employees agree that none of their representatives shall make or ask an employee to make any written or verbal agreement which would conflict with this Contract.

Section 1.5 Contract Amendments. Unless otherwise specified in this Contract, no changes in this Contract shall be negotiated during its duration unless there is written accord to do so by and between the parties. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.6 Applicability. This Contract, when executed, shall supersede and replace all applicable state and local laws which it has authority to supersede and replace. Where this Contract is silent, the provisions of applicable law shall prevail.

ARTICLE 2

RECOGNITION

Section 2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit described herein in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract and for the administration of this Contract.

Section 2.2 Bargaining Unit. There shall exist in the City of Dublin a bargaining unit consisting of:

All full-time Communications Technicians as certified by the State Employment Relations Board in case #92-REP-06-0134 November 5, 1992, who are employed by the Employer, excluding Communications Supervisors.

References throughout this Contract to bargaining unit members shall mean employees within the bargaining unit.

ARTICLE 3

UNION BUSINESS

Section 3.1 Dues Deduction. The Employer agrees to deduct Union membership dues in the amount certified by the Union to the Employer. One-half (1/2) of such dues shall be deducted from each of the first two pay periods of each month from the pay of any Union member requesting the same in writing. The Employer also agrees to deduct Union initiation fees and assessments, in the amount certified by the Union to the Employer, the first two pay periods of each month, in which such fees and assessments are due, from the pay of any appropriate Union member.

If a deduction is desired, the Union member shall sign a payroll deduction form. Once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made, shall be furnished to the Director of the Union. Nothing herein shall prohibit Union members covered by this Contract from submitting dues directly to the Union.

The Employer shall provide the Union with additional payroll deductions for the purpose of the Union providing additional non-employer-provided employee benefits, providing the Employer's payroll accounting system possesses sufficient capacity and capability for additional deductions, and that the City determines that such deduction is for a legitimate program, the provisions under such a program are not substantially similar to

programs already offered through payroll deduction, and further, that at least sixty percent (60%) of the bargaining members declare interest (in writing) in enrolling in such a program.

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

The Union agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, the Union agrees to indemnify the Employer and to provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will further reimburse the Employer for any payments made by the Employer as a result of any finding by an administrative agency or court of law that it has unlawfully, illegally or improperly made deductions.

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

For the duration of the Contract, such fair share fee shall be automatically deducted by the Employer from the payroll check of each bargaining unit employee who is not a member of the Union. One-half (1/2) of the automatic deduction shall be made in the first two pay periods of each month. The Employer agrees to furnish the Assistant Director of the Union once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit employees for whom said deductions are made.

The automatic deduction shall be initiated by the Employer whenever a bargaining unit employee who is not a member of the Union has completed the employee's first sixty (60) days of employment.

The Union agrees to hold the Employer harmless should any deductions be found to have been unlawfully, illegally or improperly taken. Further, the Union agrees to indemnify the Employer and provide legal counsel in defending any action claiming that a deduction has been unlawfully, illegally or improperly made and will reimburse the Employer for any payments made by the Employer as a result of any findings by an administrative agency or court of law that it has unlawfully, illegally or improperly made deductions.

Section 3.3 Bulletin Boards. The City agrees to provide bulletin board space at Division headquarters. Union bulletins and Union material will be permitted to be posted on this bulletin board space. Non-bargaining unit members shall not be permitted to remove, add to or alter the material posted on this designated space unless said material contains obscene, racially or sexually offensive material.

Section 3.4 Meeting Locations. The Union shall be permitted, upon prior notification to the Chief of Police, to hold meetings, for the bargaining unit membership, at police headquarters or other City building, room or facility. The notification required under this Section shall be in writing (hard copy or e-mail), shall be delivered to the Chief, or the Chief's designee, at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

The Employer agrees to hold the requested location open for use by the Union on the date and at the time specified in the Union's notification to the Chief. However, if it is not practicable for the Employer to provide the requested location to the Union, the Employer will so notify the Union and make every effort to provide for an alternate meeting location in another City building, room or facility. No employee shall attend the above-referenced meetings while on duty without receiving prior approval from the Chief of Police or the Chief's designee. Such approval shall not be unreasonably withheld.

No bargaining unit employee or member of the Union shall be obligated or asked to divulge to the Employer information discussed at said meetings.

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

Section 3.6 Use of Intra-Department Mail. The Union shall be permitted to utilize the intra-departmental mail (including electronic mail) system for the purpose of providing information pertaining to Union business or bargaining unit representation, to bargaining unit employees. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation. All mail placed into the mail system by the Union shall be the property of the bargaining unit employees to whom it is addressed, shall be clearly labeled as Union mail, and such mail shall not be subject to the Employer's review.

Section 3.7 Use of Employer's Property/Equipment. When possible, a Union representative will give advance notice and obtain approval from the Chief or the Chief's designee if the Union intends to use the Employer's equipment or property for Union

business or other non-work related activities. In the Chief's or designee's absence, notice shall be given to and approval obtained from the shift supervisor at the time. Permission of the Chief or the Chief's designee to use the equipment or property will not be withheld without a valid reason.

Section 3.8 Bargaining Unit Representatives. Representatives of the Union shall be permitted to transact official Union business at Divisional work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Division operations.

The bargaining unit is authorized to select one (1) employee representative and two (2) alternates to conduct bargaining unit business. The employee representative, upon giving reasonable notice, and upon receiving authorization from the Communications Supervisor, or in Communication Supervisor's absence the Technical Services Bureau Commander, shall be allowed reasonable time off during regular working hours to investigate a grievance, consult with the Employer in addressing labor/management issues, process a grievance, or assist in the settlement of a dispute. Permission to perform these functions shall not be unreasonably denied.

Section 3.9 Negotiating Committee. On days when actual negotiation sessions are scheduled, representatives will have their work schedule altered to day shift provided said change can be made without creating any overtime obligation to the City and it does not take any shift below minimum staffing levels as determined by the Division of Police. The Union will notify the Employer of the names and normal work schedules of representatives whose schedules need to be changed prior to the first negotiation meeting. No members of the Union negotiation committee will be allowed to attend work sessions of the negotiation committee while on duty if their attendance would reduce staffing during said time period below minimum staffing levels as set by the Division of Police. No overtime obligation shall be incurred by the City as a result of any bargaining unit member attending work sessions or any other sessions related to negotiations. Time spent by a bargaining unit member attending work sessions, negotiations, or any Union related business outside their scheduled shift, shall not constitute hours worked.

ARTICLE 4

NONDISCRIMINATION

Section 4.1 Joint Pledge. The provisions of this Contract shall be applied equally to all employees without regard to age, sex, race, color, religion, political affiliation, disability or national origin.

Section 4.2 Employer Pledge. The Employer agrees to not interfere with the right of the employees to become members of the Union. There shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of

the Employer against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

Section 4.3 Union Pledge. The Union, within the terms of its constitution and bylaws, to the extent said terms are legal and in compliance with state and federal law, agrees to not interfere with the desires of any employee of the bargaining unit to become and remain a member of the Union. The Union agrees to fairly represent all employees of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B) and 4117.12 of the Revised Code.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1 Management Rights. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operation of employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

A. hire, discipline and discharge for just cause, layoff, and promote;

B. promulgate and enforce reasonable employment rules and regulations;

C. reorganize, discontinue, or enlarge the Division of Police;

D. transfer employees (including the assignment and allocation of work) within the Police Division;

E. introduce new and/or improved equipment, methods and/or facilities, to determine work methods;

F. determine the size and duties of the work force, the number of shifts required, and work schedules;

G. establish, modify, consolidate, or abolish jobs (or ranks);

H. determine staffing patterns, including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked.

The exercise of the above listed management rights is subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and/or as permitted or provided by applicable law.

An employee or the employee's Union representative may raise a legitimate complaint or file a grievance based upon the provisions of this Article.

ARTICLE 6

LABOR/MANAGEMENT MEETINGS

Section 6.1 Meetings. In the interest of sound labor/management relations, upon request of either party, at a mutually agreeable date and time, not more than four (4) representatives of the Employer shall meet with not more than three (3) Union employee representatives and one (1) non-employee Union representative to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. Upon either party's request these meetings will be held at least semi-annually at mutually agreeable times, but may be held more often by agreement.

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 from each side who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

A. discuss the administration of this Contract;

B. discuss grievances which have been processed beyond the final Step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;

C. disseminate general information of interest to the parties, or discuss potential grievances when agreed to by both parties.

D. consider and discuss health and safety matters relating to employees; and

E. discuss any other items the parties mutually agree to discuss.

ARTICLE 7

SAFE EQUIPMENT

Section 7.1 Safe Equipment. The Employer will furnish and will maintain in good working condition the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the Employer.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 Definition. A "grievance" is an allegation by one or more employees that there has been a breach, misinterpretation, or improper application of this Contract. It is not intended that the Grievance Procedure be used to effect changes in this Contract, nor in those matters not covered by this Contract.

Section 8.2 Jurisdiction. If exclusive administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or of the United States, for review or redress of specific matters (such as civil rights, etc.) such matters shall not be subject to this Grievance Procedure, or be processed hereunder. Except as provided above, the Grievance Procedure, as set forth in this Article, shall be the exclusive remedy for bargaining unit employees.

Section 8.3 Qualifications. All grievances must proceed through the Grievance Procedure described in Section 8.5 of this Contract, and be presented at the proper step and time in progression in order to be considered at subsequent steps. The proper step to initiate the grievance is Step 1 unless the occurrence that gave rise to the grievance originates at another step. The grievant may either initiate a grievance at Step 1 or at the step at which the occurrence which gives rise to the grievance originates. A grievance shall be considered withdrawn at any point where an employee submits a written statement to that effect, or where time requirements at any step have lapsed, without further appeal by the employee.

Any grievance not answered by the employer within the stipulated time limits, may be advanced by the employee to the next Step in the Grievance Procedure. All time limits on grievances set forth herein, may be extended only by mutual written consent of the parties.

A grievance may be brought by an aggrieved employee covered by this Contract. Where more than one (1) employee desires to file a grievance involving an incident affecting several employees in the same or similar manner, one (1) employee shall be

selected by the bargaining unit to process the grievance. Each aggrieved employee who desires to be included in the grievance shall sign the grievance.

Section 8.4 Grievance Form. The aggrieved employee shall use a written grievance form which shall provide the following information:

A. grievant's name and signature;

B. date, time and location of grievance;

C. description of incident giving rise to the grievance;

D. article or section of the Contract allegedly violated;

E. date grievance was first discussed;

F. name of supervisor with whom grievance was first discussed;

G. date grievance was filed in writing; and

H. desired remedy to resolve the grievance.

The bargaining unit shall be responsible for its accounting, duplication and distribution of grievance forms.

Section 8.5 Grievance Procedure. It is the mutual desire of the Employer and the bargaining unit to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer to effect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following procedure shall be followed:

A. **Step 1 - Informal.** The employee shall orally present the grievance to the employee's immediate supervisor within fourteen (14) calendar days from the time the employee becomes aware of the occurrence which gave rise to the grievance. The immediate supervisor shall investigate and provide an appropriate answer within fourteen (14) calendar days following an informal meeting at this Step. There shall be no prohibition against having a grievance representative present.

B. **Step 2 - Chief of Police.** If the grievance is not resolved in Step 1, and the employee wishes to proceed to Step 2, the employee shall reduce the grievance to writing and shall, within seven (7) calendar days of the answer at Step 1, present the written grievance to the Chief of Police or the Chief's designee. The Chief of Police or the Chief's designee shall investigate and respond, in writing,

to the employee within fourteen (14) calendar days following the presentation of the grievance to Step 2.

C. **Step 3 - City Manager.** If the grievance is not resolved in Step 2, and the employee or the Union Staff Representative wishes to proceed to Step 3, the employee shall present the written grievance to the City Manager or the City Manager's designee within seven (7) calendar days from receipt of the Step 2 answer. The City Manager or the City Manager's designee shall investigate the matter and shall meet with the employee and the employee's desired representative within fourteen (14) calendar days of the receipt of the grievance. A written response to the grievance shall be provided to the employee(s) within fourteen (14) calendar days following the meeting at Step 3.

D. **Step 4 - Arbitration.** If a grievance is not satisfactorily resolved at Step 3, the Union Staff Representative may submit the grievance to Arbitration. If a written notice of intent to file under the Arbitration Procedure is not received by the City Manager or the City Manager's designee within fourteen (14) calendar days following the date of the response outlined in Step 3, the grievance shall be considered resolved. After receipt of a request to arbitrate from the Union, a designee of the City Manager and the Union shall attempt to agree on an arbitrator. The parties shall make a joint request to the Federal Mediation Conciliation Service for a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may reject the list and submit a request for another list from the arbitration tribunal.

In issuing an award, the arbitrator shall be limited to the enforcement of the specific provisions of the Contract. The arbitrator may not alter, amend, modify, add to or subtract from the provisions of the Contract.

The question of arbitrability of a grievance, may be raised by either party at any point in the grievance procedure, on the grounds that the matter is not arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before an arbitrator will be whether or not the alleged grievance is within the purview of the arbitrator. The question of arbitrability will be heard and answered before proceeding on the merits.

Thereafter, the alleged grievance will be heard on its own merits before the same arbitrator. The decision of the arbitrator shall be final and binding. The arbitrator shall be without authority to recommend any right to relief on any alleged grievance occurring at any other time than the contract period in which the right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Contract. In case of discharge, suspension or

reduction, the arbitrator shall have the authority to award modification of said discipline.

The arbitrator shall render, in writing, the arbitrator's findings and award as quickly as possible within thirty (30) calendar days after the hearing is closed and post-hearing briefs are submitted, if necessary. The arbitrator shall forward such findings and award to the City Manager, or the City Manager's designee, and to the FOP/O.L.C. Representative, or the FOP/O.L.C. Representative's designee.

Any employee who is expected to testify, and whose testimony is relevant to the arbitration, shall be released with pay to attend the hearing, provided that the hearing is held during the employee's regular work hours. Any expense related to any non-employee witness(es) shall be borne by the party requesting the non-employee attendance at the arbitration hearing.

Both the Union and the Employer shall share equally in the cost of the arbitration proceedings.

Section 8.6 Right to Representation. A grievant has a right to representation at all Steps of the Grievance Procedure and shall have an opportunity to fairly present the grievance case by presentation of witnesses and/or other pertinent information. The grievant and appropriate witnesses shall be entitled to be present at any Step in the Grievance Procedure and shall not lose pay as a result of such attendance, if a meeting is scheduled during working hours. Grievance meetings shall be scheduled at mutually agreeable times.

Section 8.7 Extension of Time Limits. It is the Employer's and the Union's intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Union's and the Employer's designated representative may mutually agree, at any Step, to short-term time extensions. But any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, if no response is forthcoming within the specific time limits, the grievance will be moved to the next Step in the Procedure. However, if no response is forthcoming and the employee desires to receive a response, the employee can request that the particular official at the applicable Step respond in writing. The employee will hand deliver a memorandum to both the Chief or the Chief's designee and the Director of Human Resources or the Director of Human Resources' designee requesting such a response. The applicable official will then respond within seven (7) calendar days from the receipt of the memorandum. If a response is not forthcoming within the seven (7) calendar day period the grievance is presumed granted by the City in full and the City shall implement the requested remedy, except if the requested remedy would constitute a violation of law.

ARTICLE 9

INTERNAL REVIEW PROCEDURES

Section 9.1 Scope. Except for the informal procedure for non-serious complaints or alleged non-serious offenses described in Section 9.3 below, the investigative procedures set forth in this Article shall be followed whenever an employee is suspected of or charged with an act which could result in disciplinary action or criminal charges being filed against the employee.

Section 9.2 Informal Process for Non-Serious Complaints or Offenses. In recognition of the fact that many types of complaints are of a very minor or non-serious nature which can be resolved at an initial, informal stage, the following procedure may be adhered to where an informal resolution is likely to occur.

After a complaint is received or phoned in and is memorialized in writing by the employee taking the complaint, an informal process may be initiated for resolution of minor infractions or non-serious allegations. The investigating supervisor, whether a Communications Supervisor, Shift Sergeant, Support Services Lieutenant, or Chief, may approach the employee and attempt to gather the facts about the allegation from the employee. At that time, the investigating supervisor shall notify the accused employee of the nature of the complaint. If the complaint cannot be resolved at this informal level or the charged employee elects not to make any statement, the official investigative procedure will be put into place as identified in the remaining sections of this Article. If other, more serious allegations other than those initially charged are raised during the informal investigation, the matter will be immediately transferred to the formal process and subject to progressive discipline. Cases processed and resolved at the informal level may result in no more than a letter of reprimand. If the matter is not resolved at the informal level, it shall be set for a meeting and subject to the principles of progressive discipline.

If the matter is not informally resolved, a meeting shall be set with the accused employee within seventy-two (72) hours at the direction of the Chief of Police or the Chief's designee. The employee, at the employee's choosing, may bring a representative to this meeting. The purpose of this meeting is to formally provide the accused employee with the complaint in writing. At that time, the Communications Supervisor will again be permitted to gather information pertinent to the complaint from the accused employee with the presence of a representative.

Section 9.3 Notification. An employee shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the specific factual allegations made against the employee (except at the informal level), including a copy of the written complaint made against the employee, prior to

any questioning. If either felony or misdemeanor charges are contemplated, the employee shall be informed of the employee's constitutional rights in advance of any questions.

Section 9.4 Right to Representation. All questioning sessions shall be scheduled so that the employee has an opportunity to obtain representation from the Union. The Union representative or attorney shall be permitted to be present at any questioning and shall be afforded a reasonable opportunity to consult with the employee during questioning.

Section 9.5 Conduct of Questioning. As used in this Article, questioning refers to any investigation, internal affairs review, or interrogation whether or not the employee is to be questioned. The following rights are accorded to the employee subject to questioning:

A. Any questioning of an employee will be conducted at hours reasonably related to the employee's shift, preferable during the employee's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for an employee's attendance to physical necessities.

B. Before an employee may be charged with insubordination or like offenses for refusing to answer questions or participate in any investigation, the employee shall be advised that such conduct, if continued, may be made the basis for such a charge; except that an employee who refuses to answer questions or participate in any investigation shall not be charged with insubordination or like offense for such refusal as permitted on an exercise of the employee's constitutional rights in a criminal matter.

C. Such questioning shall be recorded by the Employer at the request of either party. Tapes will be made by the Employer and may also be made by the employee and/or Union representative or attorney. The employee and Union representative or Union attorney will be afforded the opportunity, upon written request directly to the Chief or the Chief's designee, to listen to make personal notes regarding a tape made of the employee's interview by the Division.

D. Any statements or evidence obtained in the course of questioning through the use of threats, coercion or promises other than notification that the employee may be charged with insubordination shall not be admissible in any subsequent criminal action or internal proceeding. However, explaining to an employee that potential corrective action could result if the employee continues to refuse to answer questions or participate in an investigation shall not be considered as such threats, coercion or promises, subject to provisions of paragraph (B) of this Section.

E. In the course of questioning, an employee may only be given a polygraph examination with the employee's consent. The results of this examination cannot be used in any subsequent criminal action. Where consent is given, a polygraph examiner shall be chosen by mutual agreement of the Employer and the Union.

Section 9.6 Access to Tapes and Documents. Once the investigation is completed, and no later than two (2) days after requested, and reasonably in advance of any Pre-Disciplinary Conference, the employee who is subject to questioning, and the employee's Union representative or attorney where one is involved, will be provided access to transcripts, records, written statements, and tapes pertinent to the case, including transcripts of questioning asked and response to polygraph examinations.

Section 9.7 Citizen Complaint. In order for a citizen complaint to be considered as possible grounds for disciplinary action, it must be reduced to writing and signed by the citizen within thirty (30) calendar days after the date of the alleged event upon which the complaint is based. If the incident alleges conduct which, if true, could lead to criminal charges, the thirty (30) day requirement shall not be applicable.

Section 9.8 Initial Investigation. All complaints, internal investigations and Divisional charges should initially be under the province of the Communications Supervisor. If the Communications Supervisor is not on-duty, the Officer-In-Charge (O.I.C.) will be responsible for noting the incident and forwarding it to the Communications Supervisor or the Support Services Lieutenant no later than forty-eight (48) hours after the incident. When the incident is forwarded, the Communications Supervisor will investigate and make recommendations to the Chief. If the Communications Supervisor is not available within forty-eight (48) hours of the alleged incident or on the Monday following the alleged incident if it occurs on the weekend, the Support Services Lieutenant will investigate and make recommendations to the Chief. If the claim is made that any provisions of this Article are violated by the Employer, such violations shall be subject to the Grievance Procedure beginning at Step 2.

ARTICLE 10

DISCIPLINE

Section 10.1 Discipline for Cause. No bargaining unit employee shall be reprimanded, suspended, reduced in pay, or removed, except for just cause. The Employer may take this type of action while the employee is on duty; working under color of employment for the Employer; or off-duty as an employee of the Division or while engaged in conduct that might affect the employee's ability to perform duties as an employee. The employee may not be disciplined for actions on the employee's own

personal time that do not reflect directly on the Division, do not violate any State or Federal statutory provisions, or off-duty employment Divisional Standards of Conduct, Rules and Regulations. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment or neglect of duty, absence without leave, or any conduct unbecoming an employee, or any other acts of misfeasance, malfeasance or nonfeasance, or violations of any Dublin Division of Police General Orders shall be cause for disciplinary action.

Section 10.2 Progressive Discipline. Except in instances where an employee engages in serious misconduct, the facts and circumstances of which could justify suspension or discharge, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, an employee's record of discipline, and the employee's record of conduct.

Ordinarily, a progressive disciplinary action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before reduction in pay or removal for a repeated, similar, or related offense. The commission of a repeated or related offense for which an oral reprimand has been given, permits, but does not require, the Employer to issue a written reprimand. Should a written reprimand be issued, the Employer is permitted, but not required, to issue a suspension for the commission of a related offense of the same, similar, or related nature. Should a suspension be issued, the Employer is permitted, but not required, to reduce in pay or remove the employee for the commission of a repeated offense of the same, similar, or related nature.

In all instances of discipline, the Employer shall only impose a disciplinary penalty commensurate with the offense, which, where practicable, may assist the employee in correcting whatever action or behavior is deemed inappropriate. Nothing herein precludes the Employer from utilizing positive steps, including counseling, to correct an employee's inappropriate action or behavior.

When disciplinary action is first proposed, the employee and employee's representative will be allowed an opportunity, if desired to meet with the appropriate supervisor to discuss the proposed discipline.

Section 10.3 Disciplinary Action. The prerogative to issue oral reprimands and written reprimands rests solely within the Divisional hierarchy of authority. Where there is reason to believe that an employee is guilty of an offense which might lead to suspension without pay, reduction in pay or rank, or removal, the Chief has the responsibility to specify charges and the proposed penalty against the employee, which charges shall be heard in a Pre-Disciplinary Conference, as established in Section 10.4. In specifying charges, the Chief shall provide the employee with all evidence supporting the charges.

Section 10.4 Pre-Disciplinary Conference. When charges are specified by the Chief, a Pre-Disciplinary Conference shall be scheduled to give the employee an opportunity to offer an explanation of the alleged offense/misconduct. Pre-Disciplinary Conferences will be conducted by the City Manager, or the City Manager's designee.

Not less than seven (7) calendar days prior to the scheduled Pre-Disciplinary Conference, the Chief will provide the employee with written notice of the preferred charges. The employee may choose to:

A. appear at the Conference to present an oral or written statement in the employee's defense;

B. appear at the Conference with a Union representative or attorney; or

C. elect to waive (in writing) the opportunity to have a Pre-Disciplinary Conference.

At the Pre-Disciplinary Conference, the City Manager, or City Manager's designee, will ask the employee or employee's representative to respond to the preferred charges. At the Pre-Disciplinary Conference, the employee or the employee's representative shall be permitted to offer testimony and evidence in the employee's defense, call witnesses material to the employee's defense, and confront the employee's accusers. The employee or the employee's representative shall provide a list of witnesses to the City Manager or the City Manager's designee as far in advance as possible, but no later than two (2) calendar days prior to the Pre-Disciplinary Conference. It is the employee's responsibility to notify the employee's witnesses that the employee desires their attendance at the Pre-Disciplinary Conference.

A written report will be prepared by the City Manager, or the City Manager's designee, summarizing the findings of fact and disciplinary penalty to be imposed, if any. A copy of this written report will be provided to the employee or the employee's representative within fourteen (14) calendar days following the Conference. Pre-Disciplinary Conferences shall be tape-recorded. A copy of the recording shall be furnished to the employee, the Union representative, or the employee's attorney, upon request, within forty-eight (48) hours of the close of the Conference. The employee may also record the Conference.

Any imposition of discipline shall be accomplished in such a manner that will not embarrass the employee before other employees or the public.

Section 10.5 Copy of Discipline Record. Whenever a disciplinary action is taken which results in a disciplinary action of record, (Section 10.2), the employee shall be given a copy of such record.

Section 10.6 Appeal. The Union may elect to appeal the disposition made by the City Manager or the City Manager's designee directly to arbitration as provided in Section 8.5 D. of this Contract. In the event the Union wishes to appeal such decision to arbitration, written notice of the intent to file such an appeal under the Arbitration procedure must be received by the City Manager or the City Manager's designee within fourteen (14) calendar days of the City Manager's, or the City Manager's designee's, written determination.

ARTICLE 11

PERSONNEL RECORDS

Section 11.1 Personnel File. One (1) official personnel file shall be maintained for each employee and shall be in the custody of the Division of Human Resources. The personnel file shall contain all the official records of the City regarding an individual employee with the exception of medical records which shall be maintained in a separate file pursuant to applicable Federal and State Law and which shall be considered confidential. Where past disciplinary actions or allegations of misconduct are relevant to considerations of future disciplinary action or promotion, only those disciplinary actions of record contained in the personnel file shall be considered. An employee may review the employee's own personnel file at reasonable times in the presence of the Director of Human Resources, or the Director of Human Resources' designee, upon written request to the Director of Human Resources or the Director of Human Resources' designee. During the term of this Contract, each employee may obtain one (1) copy of the employee's own entire personnel file at no cost. This copy shall be provided upon request from the employee and within a reasonable period of time. All other copies of documents shall be made available to the employee at a reasonable charge. Anytime a document is placed in the employee's personnel file, the employee shall be forwarded a copy of such document, with the exception of selection records and materials created prior to the employee's date of appointment (e.g. background investigations, polygraph examination, reference checks, criminal record checks, interview appraisal forms and evaluation profiles, etc.); such selection records/materials shall be made available for inspection of the employee upon request to the Director of Human Resources or the Director of Human Resources' designee. The confidentiality of matters contained in the personnel files shall be the responsibility of the Director of Human Resources or the Director of Human Resources' designee who shall release only such information required by law and then only to those persons with a legitimate right to the information, subject to the provisions of the Ohio Privacy Act, Ohio Public Records Act, or other applicable Federal or State Law. In the event a legitimate request is made to inspect or obtain copies of records from an employee's personnel file, the City will make a reasonable attempt to notify the employee that such a request has been made.

Section 11.2 Retention of Records. All actions of record, including appointment, evaluations, promotions, reprimands, dismissals, suspensions, will be maintained in each employee's personnel file throughout the employee's period of employment. Record of documented oral reprimands will not be considered for purposes of future disciplinary action more than six (6) months after issuance provided that no repeated offense(s) of a same or similar nature have occurred within said six (6) month period following issuance. Record of written reprimands will not be considered for purposes of future disciplinary action more than twelve (12) months after issuance provided that no repeat offense(s) of a same or similar nature have occurred within said twelve (12) month period following issuance. Suspensions of less than thirty (30) days will not be considered for purposes of future disciplinary action more than three (3) years after issuance provided that no repeated offense(s) of a same or similar nature have occurred within said three (3) year period following issuance.

In the event that a repeated offense(s) of a same or similar nature occurs during the appropriate time limit(s), the initial disciplinary action shall be considered for the duration of the time period for which the most recent documented disciplinary action will remain in effect, pursuant to this Article.

Section 11.3 Inaccurate Documents. If, upon examining the employee's own personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the employee's contentions, the Director of Human Resources shall either correct or remove the faulty document or attach the employee's memorandum to the document and note thereon his concurrence with the memorandum. The Director of Human Resources may also attach the memorandum to the document and note any disagreement with memorandum's contents.

ARTICLE 12

WORK RULES

Section 12.1 Work Rules. The Employer agrees that, to the extent possible, work rules shall be reduced to writing and provided to all employees in advance of their enforcement. Any allegation by an employee that a work rule or Departmental/Divisional directive is in violation of this Contract, or has not been applied or interpreted uniformly to all employees, shall be a proper subject for a grievance.

ARTICLE 13

POLITICAL ACTIVITY

Section 13.1 Political Activity. In addition to other rights, as permissible by law:

A. An employee is permitted outside the City to actively participate in partisan political activity, provided that an employee undertakes such activity while off-duty, not in identifiable uniform, and does not represent that such activity is either undertaken in the employee's official capacity as an employee of the Employer or is sanctioned by the Employer.

B. An employee is permitted within the City to exercise the employee's rights as a citizen to express the employee's personal opinions and to cast the employee's vote. However, an employee shall not:

1. orally or in writing solicit or in any manner be concerned with soliciting any assessment, subscription or contribution of any type for any political party or political purpose whatsoever from any person holding a position in the service of the Employer;

2. make any contribution to the campaign funds of any candidate for a City elective office for the actual or apparent purpose of influencing said persons or receiving favors of any nature from said persons; and,

3. become actively involved in the elective process or campaigns for any City elective office.

ARTICLE 14

SENIORITY

Section 14.1 Seniority. For purposes of this Contract, "Seniority" shall be defined as total continuous service when hired as a full-time employee within the Communications Center. Seniority shall begin to accumulate on the date an individual becomes employed in a full-time position within the Communications Center; however, should more than one (1) individual be hired on the same day, seniority preference will be determined by the individual's relative ranking on the Final Eligibility List. An individual with a higher ranking shall always receive seniority preference over an individual with a lower ranking. Methods for determining seniority prior to the effective date of this contract shall not be affected. Continuous service shall reflect the uninterrupted service of an employee as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs.

A "break in service" shall occur in the following instances:

A. Removal/Dismissal

B. Failure to return from an authorized leave of absence

C. Resignation/Separation from a position within the Communications Center.

An employee who has a "break in service" and who is subsequently rehired or reinstated, shall not receive continuous service credit and will be placed at the bottom of the seniority list.

The following shall not constitute a break in service:

A. If an employee is reinstated due to the disaffirmance of removal or layoff;

B. When an employee leaves the employee's position as a Communications Technician for a promotion or lateral move within the Communications Center.

Section 14.2 Application of Seniority - Vacation Leave. When vacation leaves are to be scheduled on an annual basis, and where in these instances there are two (2) or more employees requesting vacation leave for the same period of time, the employee with the greater seniority shall be granted the request, if the request is granted at all.

Section 14.3 Application of Seniority - Shift Assignments. Assignments to shift and shift slots shall be posted for fifteen (15) days and shall be made by means of seniority unless the Chief determines that the effective operation of the Division dictates that seniority not be the determining factor for shift assignments and shift slots. Employees shall be given at least fifteen (15) days' notice of a change in shift assignments or shift slots. Employees who are serving in their original appointment probationary period shall not have an opportunity to compete for a new shift, unless their probationary period is completed prior to January 5th of the following year.

By November 1st of each year, the Division shall post a shift schedule for the upcoming year. The Communications Supervisor shall present the proposed schedule to the most senior Communications Technician. That individual shall have twenty-four (24) hours to decide which position on the proposed schedule they desire. Once the most senior Communications Technician makes a shift selection, the most senior Communications Technician shall communicate such selection to the Communications Supervisor via e-mail. The Communications Supervisor will log the selection on the master schedule and pass the schedule along to the next most senior Communications Technician for shift selection. This procedure will continue until each Communications Technician has made a bid for a shift. The new shift assignments will go into effect January 5th of the upcoming year.

Section 14.4 No Posting Response. In instances where shift assignments, as set forth in Section 14.3 are posted and no employees respond to the posting, the Chief reserves the discretion to make such assignments based upon the needs of the Division.

ARTICLE 15

EMPLOYEE ASSISTANCE PROGRAM

Section 15.1 Employee Assistance. The Employer and the members of the bargaining unit recognize that a wide range of personal difficulties/problems in the lives of employees may affect work performance and that most personal difficulties/problems can be successfully resolved provided they are identified and referred to an appropriate source of assistance.

The Employee Assistance Program (EAP) is provided by the Employer to assist employees and their families in dealing with a wide range of personal difficulties/problems. This range of personal difficulties/problems may include mental, emotional, financial, family, marital, employment-related stress, drug abuse, alcoholism, legal, elder-care/aging, spiritual, career, illness/disability, or other such difficulties/problems.

The purpose of the EAP shall be to help employees and their immediate family members deal with the kinds of difficulties and problems identified above by linking them with resources that can: provide appropriate help; reduce job performance problems; retain valued employees.

When an employee or someone in the employee's immediate family is experiencing a problem, whether or not such problem affects the employee's job performance, the employee and/or immediate family members are strongly encouraged to seek assistance through the EAP.

Section 15.2 Coverage Terms & Conditions. Under the coverage terms of the EAP, employees and/or their immediate family members shall each be entitled to unlimited assessment and referral and a maximum of six (6) sessions per problem, at no cost to the employee or family member, for problems amenable to short-term counseling intervention. Employees and/or family members are encouraged to access available benefits, as provided by the City medical benefits program, for counseling/treatment beyond the six (6) session limit.

Section 15.3 Other EAP Terms & Conditions. The Employer and the members of the bargaining unit agree that:

A. Participation in the EAP shall be strictly voluntary. However, employees and their immediate family members who have problems they feel may affect their health, well-being, and/or the employee's job performance, are encouraged to contact the EAP.

B. Employees and their immediate family members shall receive an offer of assistance to help resolve such problems in an effective and confidential manner. All EAP issues shall be handled in a confidential manner by the EAP provider consistent with federal and state law. No information concerning the nature of individual personal problems will be released without proper written consent from the employee and/or immediate family member.

C. Nothing in this Article shall be interpreted as constituting a waiver of the Employer's responsibility to maintain discipline or its right to take disciplinary action in accordance with provisions of this Agreement. Normal disciplinary procedures shall remain unaltered and use of the EAP shall not alter the responsibility of employees to maintain an acceptable level of performance or acceptable behavior/conduct.

D. EAP-related appointments scheduled during normal work hours shall be scheduled within the framework of the Employer's existing leave policies.

E. Supervisory personnel may encourage the use of the EAP, recognizing the fact that many job performance difficulties may be related to a personal problem. However, supervisory personnel shall refrain from diagnosing personal problems or recommending specific solutions other than referral to the EAP.

F. Supervisory training is critical to the success of the EAP. In that regard, the Employer will provide supervisory training, to be scheduled at the discretion of the Employer, to enhance the knowledge of supervisory personnel concerning the proper methods to be used when dealing with an employee who is experiencing personal or work-related distress.

G. The Employer shall reserve the right to contract, at its sole discretion, with the company/organization of its choice that will, in its judgment, provide the most cost effective, meaningful, and responsive service to the Employer and employees.

ARTICLE 16

SUBSTANCE ABUSE AND TESTING

Section 16.1 Purpose. The Employer and the bargaining unit recognize that the ability of an employee to properly perform the employee's duties depends, in part, on a workplace which is free of substances abuse. In an effort to maintain a safe and healthy work environment, to promote public safety, to uphold the public confidence in the work performed by City employees, to provide employees who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive employees 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 this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

A. Requiring employees to submit to drug/alcohol testing when the City has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on City premises or on City business, or when an employee is involved in a work-related accident or safety violation resulting in any of the following:

1. bodily injury (other than minor abrasions/contusions) requiring off-site medical attention;

2. employee receives a traffic citation for a moving violation in connection with a vehicular accident;

3. vehicular damage in apparent excess of $1,000;

4. non-vehicular property damage in apparent excess of $500;

5. any vehicular accident involving fatalities.

B. Dealing with incidents of substance abuse which present a reasonable likelihood of risk to employees, the general public, or other employees of the Employer;

C. Providing assistance to an employee with drug or alcohol dependency problems; and

D. Disciplining an employee whose work performance is adversely affected by substance abuse.

Section 16.2 Responsibility. Although it is the responsibility of every employee 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 present which pose a reasonable likelihood of risk to the public

safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate the likelihood of risks associated with any incident of potential substance abuse.

Section 16.3 Definitions. The following definitions shall govern this Article:

A. "Under the influence" means that the employee is impaired in the performance of the employee's duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.

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

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

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

Section 16.4 Prohibited Conduct. For purposes of this Article, no employee shall, while performing the employee's duties for the Employer, while in the Employer's facilities or vehicles, while in uniform, during their on-duty meal period, or while off-duty in public when wearing any City-issued apparel which clearly identifies them as employees of the City:

A. be under the influence of alcohol; or

B. use or be under the influence of any illegal drug or while using any legal drug be impaired to the point that the employee cannot satisfactorily perform the employee's assigned duties; or

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

Section 16.5 Inspections. Bargaining unit employees hereby understand that any building, facility, structure, property, etc., or the contents there of (i.e. employee lockers, offices, desks, etc.), owned or leased by the City shall be subject to

unannounced inspection at any time by appropriate supervisory personnel and City officials.

Section 16.6 Reasonable Suspicion Testing. An employee shall be tested for alcohol or illegal drug usage when there is a reasonable suspicion that the employee is under the influence of illegal drugs or alcohol, or an employee is involved in a work-related accident or safety violation resulting in the incidents described in Section 16.1.

Section 16.7 Testing Determination. Upon determining that an employee must submit to testing (whether urinalysis for drugs or breath for alcohol) because of reasonable suspicion or a work-related accident or safety violation, the supervisor shall give the employee a reasonable opportunity, prior to the test, to request the presence of or to seek the advice from a Union representative.

The employee 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 take place immediately after discussion with the employee and the Union representative, if available, but in no case longer than one hundred and twenty (120) minutes after the reasonable suspicion or the work-related accident or safety violation determination has been made.

Should a Union representative not be readily available and the supervisor believes time is critical in determining whether or not the employee is impaired, the supervisor may direct the employee to submit to testing immediately. The Union representative, if available, may accompany the employee to and be present with the employee at the collection/testing site.

Section 16.8 Urine Samples. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "DHHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The Employer shall contract with a certified laboratory for the collection, processing and testing of urine samples.

Where the employee 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 employee at the testing site, and without ever leaving the employee's sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall each be sealed and labeled and then initialed by the employee.

The collection of urine samples shall allow individual privacy unless there is reason to believe that the employee being tested may alter or substitute the specimen to be provided. Should it be determined by qualified personnel at the collection site that the employee has adulterated, diluted, tampered in any way with the employee's specimen, substituted another individual's specimen for the employee's own, or has otherwise obstructed the collection/testing process by refusing to provide a valid specimen, such shall be considered as a "refusal to submit to testing" and the employee shall be subject to appropriate disciplinary action. The sample within the first container 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 also be sent, by the most expedient means available, to the testing laboratory where it shall also be stored in accordance with all applicable Federal guidelines and regulations.

Section 16.9 Drug Testing Procedure. 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 employee. The certified laboratory shall first conduct an initial screening of this sample. If illegal drugs are found in the sample, 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 as a result of the initial screening and confirmatory test, the test result is positive, the employee will be contacted directly by the Medical Review Officer (M.R.O.) at the testing company/lab and will be given the opportunity to explain the reasons for a positive test result. Should the employee offer an explanation that in the judgement of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the Employer will not be contacted.

Should masking agents be found in the sample on the initial test, such shall be treated as a refusal to submit to testing and any option to pursue testing of the specimen in the second container shall be forfeited. The Employer shall be notified of such refusal to submit to testing. This refusal to submit to testing shall then subject the employee to appropriate disciplinary action.

Section 16.10 Drug Test Results. If the test results are positive and the employee has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Director of Human Resources, or the Director's designee, shall be notified and the Director, or his designee, shall in turn contact the employee. The employee must then decide whether or not the employee wants the sample within the second container stored at the initial collection site to be tested. If the employee so requests, then the sample within the second container shall be tested by the Employer using a second certified laboratory, subject to the testing procedure set forth in Section 16.9 of this Article.

If the employee does not request the testing of the sample within the second container after the sample within the first container tests positive or if the employee requests the testing of the sample within the second container and it is also tests positive for an illegal drug, rehabilitative or disciplinary action shall be taken.

Should the results be a "dilute negative", the employee shall be required to repeat the testing procedure within 24 hours; the result of the second test shall then become the test of record. Should the candidate decline to repeat the testing procedure because of a "dilute negative" result on the first test, such shall constitute a "refusal to submit to testing", which shall result in appropriate disciplinary action. Should the results of the second test be "dilute negative", the candidate shall be deemed to have successfully completed the testing process. Should a "dilute positive" result be received by the City on the first or second test, such shall be considered as a "verified positive test", which shall result in appropriate disciplinary action.

Section 16.11 Alcohol Testing. Alcohol Testing shall be accomplished by means of Breath Testing which shall be administered by a Breath Alcohol Technician (BAT). The Employer shall contract with a provider to perform such breath testing and only Evidential Breath Testing (EBT) devices certified by the Federal Government shall be used in the administration of such testing.

Section 16.12 Alcohol Testing Procedure and Results. The Breath Alcohol Technician (BAT) shall administer an initial breath test via the Evidential Breath Testing (EBT) device. If the initial test results in a reading of less than 0.02, the test shall be recorded as "negative". If the initial test results in a reading of 0.02 or greater, a confirmatory test shall be administered. Prior to the administration of a confirmatory test, there shall be a 20-30 minute waiting period to ensure that the presence of mouth alcohol from the recent use of food, tobacco, or hygiene products does not artificially raise the test result.

Should the confirmatory test result be different from the initial test result, the confirmatory test result shall be deemed the final result, upon which any disciplinary/corrective action shall be based. A test result of 0.02 or greater on the confirmatory test shall subject the employee to appropriate disciplinary/corrective action.

Section 16.13 Discipline/Rehabilitation. A positive test result for alcohol or illegal drug usage may, depending on individual circumstances, result either in discipline and/or referral to the Employee Assistance Program (EAP), as set forth in Article 15, for rehabilitation purposes. Likewise, any refusal to submit to testing may, depending on the individual circumstances, result in either discipline and/or referral to the Employee Assistance Program (EAP).

In addition, any employee who voluntarily seeks assistance with a drug or alcohol dependency problem shall not be required to, but may, submit to a test and shall be initially referred to the EAP, without any disciplinary action being taken and without any requirement for follow-up random testing.

A positive test result for alcohol or illegal drug usage may result in appropriate discipline to an employee.

Any discipline to be imposed shall be for just cause and shall take into account all facts and circumstances, including the need for testing, the employee's desire for and progress in rehabilitation, and the employee's past work performance.

Any action taken pursuant to this Article including any positive test results, shall not be used as evidence or otherwise in any criminal proceeding against the employee. If an employee accepts a referral to the EAP for assessment as the result of a positive drug or alcohol test as a result of being required to submit to a test or as a result of a refusal to submit to testing, the employee must comply with any recommendation made by the EAP Drug and Alcohol Counselor resulting from the assessment, as a condition of continued employment.

The employee shall further be subject to follow-up random drug or alcohol testing for a period of up to one (1) year from the date of completion of the rehabilitation program. Failure to comply with any of the conditions associated with the recommendation of the EAP Drug and Alcohol Counselor, the conditions associated with the rehabilitation program, and random testing as specified above, may result in discipline of the employee.

Bargaining unit members shall be subject to appropriate disciplinary action for engaging in off-duty, illegal conduct/behavior unbecoming a City employee emanating from the use of illegal drugs or alcohol which detracts from the image or reputation of the City as an organization or which erodes the public confidence in the City as an organization (e.g. disorderly conduct, assault, fighting, criminal menacing, disturbing the peace, OMVI, etc., or other criminal acts).

ARTICLE 17

CONTRACT COPIES

Section 17.1 Contract Copies. As soon as is possible following the signing of this Contract, the Employer and the Union shall have printed sufficient copies of this Contract. The actual cost of printing this Contract, and any future printing beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Union shall be responsible for distribution of copies

to current members and the Employer shall be responsible for distribution of copies to new members who are hired during the term of this Contract.

ARTICLE 18

(RESERVED)

ARTICLE 19

REIMBURSABLE BUSINESS EXPENSES

Section 19.1 Reimbursable Business Expenses. Whenever authorized to engage in or to undertake official business for the Employer, an employee shall be reimbursed for reasonable and necessary expenses and travel. If practicable, the employee shall be allowed the use of a City vehicle for travel. If not practicable, reimbursement for authorized use of a personal automobile will be at the current rate established by Internal Revenue Service (IRS). It is recognized that the Employer has the right to promulgate reasonable regulations pertaining to reimbursement for expenses and travel. Where overnight lodging is provided at the City's expense, an employee will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief. All other travel is considered to be non-work-related and non-reimbursable.

ARTICLE 20

LAYOFFS

Section 20.1 Layoffs. Whenever the City determines that a layoff is necessary, the City shall notify the affected employees forty-five (45) calendar days in advance of the projected layoff date. Employees shall be laid off at the time and in the number specified by the City Manager in the inverse order of their seniority. All part-time, temporary and/or seasonal employees shall be laid off first, then full-time probationary employees, followed by full-time regular employees.

Section 20.2 Call-Back. When employees are laid off, their names shall be placed on a Re-employment Eligibility List established by the Division of Human Resources. When deemed appropriate by the City, those employees who have been laid off shall be called back to work and reinstated to the job classification they held before layoff with the same status and seniority as they had at the time of layoff, in inverse order of their layoff, if they are available. Should vacancies occur during the time for which the Re-

Employment Eligibility List is valid, and should the City decide to fill such vacancies, said vacancies shall be filled from this Re-Employment Eligibility List. Call-back notification shall be sent to affected employees by certified mail with a copy sent to the Union. Should an employee not be available within twenty-one (21) calendar days of call-back notification, or if they decline an offer of re-employment, or if they do not respond to the City within twenty-one (21) calendar days of call-back notification, their names shall be removed from the Re-Employment Eligibility List. The Re-employment Eligibility List shall be valid for two (2) years from the date of original creation unless said list is exhausted prior to the completion of the two year time frame due to the re-employment of all individuals on said list, the removal of all individuals' names from said list for reasons of non-availability or declination of re-employment, or any combination thereof. Call-back notification shall be provided to laid-off employees by certified mail addressed to the last known mailing address of said laid-off employees. It shall be the responsibility of the laid-off employees to keep the Division of Human Resources advised of their current mailing address.

ARTICLE 21

RATES OF PAY/WAGES

Section 21.1 Wages. Effective January 1, 2015 or upon execution of this Agreement by a representative of both parties, whichever occurs later, through December 31, 2015, the following wage structure shall be in place for employees within the Communications Technician bargaining unit. *Each step shall be increased by 2.5% as follows*:

Step 1 - $47,641.40	Step 4 - $55,680.88
Step 2 - $50,321.23	Step 5 - $58,658.45
Step 3 - $53,001.06	Step 6 - $61,636.06

Effective January 1, 2016 through December 31, 2016, the following wage structure shall be in place for employees in the Communications Technician bargaining unit. *Each step shall be increased by 2.5% as follows*:

Step 1 - $48,832.44	Step 4 - $57,072.90
Step 2 - $51,579.26	Step 5 - $60,124.91
Step 3 - $54,326.09	Step 6 - $63,176.96

Effective January 1, 2017 through December 31, 2017, the following wage structure shall be in place for employees in the Communications Technician bargaining unit.

Each step shall be increased by 2.25% as follows:

Step 1 - $49,931.17	Step 4 - $58,357.04
Step 2 - $52,739.79	Step 5 - $61,477.73
Step 3 - $55,548.43	Step 6 - $64,598.44

Section 21.2 Appointment and Advance Step Hiring. The City Manager, when making appointments to the Communications Technician classification, shall be authorized to recognize the overall qualifications of candidates in determining their placement within the wage structure.

Section 21.3 Step Advancement. Following the employee's initial appointment to a position within the Communications Technician classification, advancement to successive steps within the wage structure shall occur annually on the employee's anniversary date.

Section 21.4 Application of Pay Rates. The rates of pay set forth in Section 21.1 are based on full-time employment of forty (40) hours in a work week and two thousand and eighty (2,080) hours in a work year. These rates shall be used to calculate wages for hours in paid status for the appropriate step. "Paid Status" shall include all hours in approved paid leave including vacation, injury, military (active duty), personal, compensatory time, sick leave, etc.

Section 21.5 Instant Bonus Program. Eligibility to participate in this program and the receipt of any bonus awarded through this program shall be governed by the terms and conditions specified within Ordinance No. 38-04. Any City Manager or Council approved modifications to this program will also be applied to FOP/OLC members and non-bargaining unit employees alike.

Section 21.6 Longevity Pay. All employees shall receive, in addition to the pay rates established in Section 21.1, a longevity payment based upon completed years of service with the City according to the following schedule.

Years of Completed Service	Amount
4 Years – 6 Years	$750.00
7 Years – 10 Years	$950.00
11 Years – 14 Years	$1,250.00

15 Years – 19 Years	$1,500.00
20 or More Years	$1,700.00

Longevity pay shall be issued during the pay period in which the employee's anniversary date of appointment falls. The employee will be paid in one (1) lump sum in the form of a regular paycheck for that given pay period which will be taxed at the employee's W-4 rate.

Section 21.7 Shift Differential. Shift differential pay shall be provided as follows, excluding hours in paid status while on approved leave and off-duty court-time hours:

For all employees shift differential shall be applied to any hours worked during the hours covered by second and third shift only.

Shift differential pay shall be applicable to actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours spent on approved paid leave, with the exception of leave due to mandatory training, which shall qualify for shift differential pay if the mandatory training is held on second or third shifts. Mandatory training is defined as classes/coursework where employee attendance is required by the Division. Time spent in optional training programs shall not qualify for shift differential pay. If authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked as specified above. If shift differential pay is applicable, and overtime occurs, the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

Effective upon execution of this Contract, the shift differential rate will be as follows:

2015 - $1.15 per hour
2016 - $1.20 per hour
2017 - $1.20 per hour

ARTICLE 22

HOURS OF WORK AND OVERTIME

Section 22.1 Workweek. The workweek normally consists of forty (40) hours based on five (5) consecutive eight (8) hour work days followed by two (2) consecutive days off.

Section 22.2 Overtime. Employees shall be compensated at straight-time rates for all hours worked, as well as in paid status, except that all hours worked, or in paid status, in excess of forty (40) hours in any workweek shall be compensated for at a rate of time-and-one-half (1-1/2). All overtime shall be authorized by the employee's immediate supervisor. Failure of the employee to obtain supervisory approval for overtime, prior to working the overtime, may result in disciplinary action. Except in emergency situations, the Division shall post available overtime opportunities and shall attempt to evenly distribute, as far as practicable, overtime to employees requesting same.

Section 22.3 Seventh Consecutive Day of Work. When an employee is approved by a supervisor to work on the seventh (7th) consecutive day within the employee's scheduled workweek, and the employee has actually worked at least thirty-two (32) hours (including all overtime hours worked) in the five (5) previous days, plus a minimum of three (3) hours on the sixth (6th) consecutive day of work, that employee shall be compensated at double time for all hours worked on the seventh (7th) consecutive day.

Section 22.4 Overtime Rotation.

A. Beginning January 1 of each year, the City shall assign overtime opportunities to an employee, in the order of their seniority, from most senior to least senior, provided that sufficient opportunities exist. Upon completion of this seniority offering, the City shall rotate overtime opportunities among full-time Communications Technicians by assigning subsequent scheduled overtime opportunities to the Communications Technician in order of combined overtime totals from lowest to highest, toward this end, the City shall post and maintain an overtime roster. This roster shall include a list of Communications Technicians and an updated total of hours worked and hours refused by each employee. All Communications Technicians on this overtime roster shall revert to zero (0) as of the 1st of each year. Employees who are released from training shall be given the average of all employee's totals for each column worked, refused, and combined totals and shall be logged accordingly on the overtime roster. Hours refused by a Communications Technician shall be credited in the same manner as hours actually worked. Inability to contact a Communications Technician shall not count as a refusal and the attempt to contact the Communications Technician shall be noted on the log. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

B. Scheduled overtime opportunities are those known to the Employer seventy-two (72) hours or more in advance. The Employer will post scheduled overtime opportunities in advance by listing the opportunity on a sign-up sheet. Sign-up sheets will be posted for a minimum of forty-eight (48) hours and shall indicate the date and time the overtime opportunity will be assigned. Assignments shall

be made in accordance with the procedure outlined in paragraph A of this section.

C. Incidental overtime opportunities, which result from last minute call-offs or other unforeseen circumstances, shall first be offered to the full-time Communication Technicians that are on duty, in order of combined overtime totals from lowest to highest. Incidental overtime opportunities are those known to the Employer less than seventy-two (72) hours in advance.

D. If the proper procedure above has been followed and sufficient staffing has not been obtained to fill the overtime opportunity, then the City may fill the remaining staffing requirement for the overtime by offering it to part-time Communications personnel or mandating overtime in the following order:

1. ordering in of the Communications Technician(s) on the adjacent contiguous shift(s), in order of overtime hours worked from lowest to highest, with a maximum of four (4) hours;

2. ordering in of Communications Technician(s) on days off;

3. ordering in of Communications Technician(s) on approved leave.

Mandatory overtime shall not be credited to the overtime roster referred to in paragraph A above.

Section 22.5 Call In Pay/Court Pay. When an employee is called in or scheduled in advance for work by an appropriate supervisor, and the employee reports for said work more than thirty (30) minutes after the completion of the employee's shift, the employee shall be paid or credited with a minimum of three (3) hours at the appropriate over-time rate. This provision shall apply portal to portal to employees called in while off-duty for court appearances. Employees, otherwise off duty, who are required by the Court to be and remain available for work-related court sessions, shall be compensated at the overtime rate for such time not to exceed two (2) hours in duration. In order to be compensated for more than two (2) hours at the appropriate overtime rate for said purpose, the employee must provide appropriate justification from the Court that the employee was required to remain available for said time in excess of two (2) hours.

Section 22.6 Compensatory Time. At the election of the employee, overtime may be compensated with compensatory time off in accordance with the provisions of the Fair Labor Standards Act. Such compensatory time off shall be equal to one and one-half (1-1/2) times or two (2) times, whichever may be applicable, for each one (1) hour of overtime worked. The maximum number of accumulated compensatory hours permitted in an employee's compensatory time bank, at any point in time, shall be one

hundred sixty (160). The one hundred sixty (160) hours in an employee's compensatory time bank can be used and refilled without limit each calendar year. After an employee's maximum compensatory time bank has reached 160 hours, all additional overtime for such employee shall be paid at the appropriate overtime rate. No employee shall carry over more than 120 hours into the next calendar year. During the month of December of each year, the employee shall be permitted to convert compensatory time in said bank to cash, HSA, deferred comp., or tuition reimbursement plan. The calculation for converting Compensatory Time to cash shall be the employee's established hourly rate of pay multiplied by the number of hours the employee desires to convert. In the event the employee wishes to exercise this option, it shall be his responsibility to forward a memorandum to the Department of Finance specifying the number of hours the employee wishes to convert prior to the end of the period in December. The cash conversion will then be paid in the form of a separate payroll check in the last pay period in December.

Section 22.7 Payment For Accrued Compensatory Time Upon Separation. An employee who has accrued compensatory time shall, upon the termination of employment for any reason, be paid for the unused compensatory time at the employee's rate of pay at the time of separation. In the event of any employee's death, such compensation shall be paid to the employee's surviving spouse or, secondarily, his estate.

Section 22.8 Use of Compensatory Time. Any request to use compensatory time in excess of eight (8) consecutive hours shall be submitted at least seventy-two (72) hours in advance of its requested usage. The notice period may be waived in cases where circumstances make compliance impracticable. Requests to use eight (8) or less consecutive hours of Compensatory Time may be submitted with less than seventy-two (72) hours' notice and may be approved, as scheduling and operational needs of the Division permit such usage. Compensatory time may be requested in multiples of one-quarter hours.

ARTICLE 23

RATES FOR EMPLOYEES FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 23.1 Return to Duty. Any Communications Technician who voluntarily resigns, may be reinstated as a full-time Communications Technician if there is a need for the employee's services within two (2) years after the date of resignation, subject to approval by the City Manager. If there is no vacancy at the time of request for reinstatement, the Director of Human Resources shall place the name of said applicant

at the top of the appropriate re-employment list for the remainder of the two (2) year period.

Section 23.2 Return from Military Service. Pursuant to the Ohio Revised Code Section 5923, any employee who leaves, or has left, the City service to enter the active service of the Armed Forces of the United States, or any branch thereof, and who is subsequently reinstated to employment with the City, shall be entitled to receive compensation at the Step rate to which the employee would have been entitled had service with the City not been interrupted by service in the Armed Services.

Section 23.3 Reinstatement from Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

ARTICLE 24

UNIFORMS, EQUIPMENT, PERSONAL PROPERTY AND REPLACEMENT

Section 24.1 Initial Issue. Effective January 1, 2012, all probationary Communications Technicians will be required to wear business casual attire and all non-probationary Communications Technicians shall be entitled to and are required to wear the items listed below:

Item Description	Quantity
Short sleeve shirt	6
Long sleeve shirt	6
Pants	6
All season black uniform shoes	1 pair
Jacket or sweater	1
Fleece jacket	1
Black uniform belt	1

The above listed items shall meet the specification of the Chief of Police and shall be provided by the City.

Although the Division will not provide a dress uniform, the Chief of Police will develop specifications for such uniform and the employees may choose to purchase such uniform.

Section 24.2 Change in Issuance. Should the required issuance of uniforms, uniform parts, or equipment for the Communication Center be changed by the City, all employees within the bargaining unit shall be provided the new uniforms, uniform parts, or equipment at no cost to the employee.

Section 24.3 Uniform and Equipment Replacement. Anytime an employee needs any uniform or equipment item(s) replaced due to normal wear and tear, the employee shall submit a request to the Communications Supervisor for the replacement thereof. At the time the request is submitted, the employee must turn-in the item(s) in question to the Communications Supervisor. The Communications Supervisor shall properly evaluate the need for replacement and if a valid need indeed exists for the replacement of such items, the Communications Supervisor shall forward such request and item(s) to the individual within the Division with the assigned responsibility for approving the replacement of such item(s). If such request is subsequently approved, the individual responsible for uniform & equipment ordering shall process an order as expeditiously as possible for the replacement of requested item(s).

Section 24.4 Dry Cleaning/Laundering. The Employer shall provide uniform cleaning at no cost to the employee. In any week, an employee shall be entitled to have laundered/cleaned up to ten (10) uniform items. The City shall designate a dry cleaning service or services where uniforms are to be cleaned and the City shall have the exclusive authority to contract for the provisions of such services.

Section 24.5 Damaged, Destroyed, Lost Personal Property. In general, personal property of an employee, previously approved for City use, which is damaged or destroyed in the line of duty shall be replaced by the City, via a reimbursement procedure, up to a maximum value of one hundred and seventy-five dollars ($175.00) on a per occurrence basis. Requests for replacement of damaged or destroyed personal property must be submitted in writing to the Chief identifying the circumstances under which the damage or destruction occurred and the type, brand name, model, value, condition prior to damage/destruction, etc. of said property, together with as much of the damaged/destroyed property as possible, under the circumstances. If such request is subsequently approved, the employee shall be reimbursed for the purchase of replacement personal property which, in all respects, is substantially similar to that which was damaged/destroyed, up to the maximum value identified above, provided that the employee submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specific exceptions to the above mentioned one hundred and seventy-five dollars ($175.00) maximum reimbursement shall include eyewear, the maximum reimbursement for which shall be the replacement value of the eyewear.

Personal property of an employee, previously approved for City use, which is lost in the line of duty, may be replaced, via a reimbursement procedure, in full or partial value, up to a maximum value of one hundred and seventy-five dollars ($175.00) per occurrence, if it can be shown that reasonable precautions had been taken by the employee to prevent such loss. Requests for replacement of lost personal property must be submitted in writing to the Chief identifying the circumstances under which the loss occurred and the type, brand name, model, value, condition prior to loss, etc. of said property. If such request is subsequently approved, the employee shall be reimbursed for the purchase of replacement personal property which, in all respects, is substantially similar to that which was lost, up to the maximum value identified above, provided that the employee submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement. Specific exceptions to the above mentioned one hundred and seventy-five dollars ($175.00) maximum reimbursement shall include eyewear, the maximum reimbursement for which shall be the replacement value of the eyewear.

For purposes of this Section of the Contract, "personal property" shall not include uniform parts or equipment identified under Section 24.1 ("Initial Issue") as those items shall be replaced on an "as needed" basis by the City.

Section 24.6 Termination. Upon termination, employees shall return to the Division all Division-issued uniforms and equipment in good condition, minus normal wear.

ARTICLE 25

VACATION LEAVE

Section 25.1 Vacation Year. The vacation year for employees shall end at midnight on January 31st of each year, solely for purposes of vacation scheduling.

Section 25.2 Conditions for Accrual. Employees shall accrue vacation leave by pay period at the annual rate set forth in Section 25.3, based upon years of continuous active service. A new member having less than one year of prior public service shall accrue but not use vacation until completion of six (6) months of service with the City. A new member with more than one (1) year of prior public service shall be entitled to accrue and use vacation leave immediately upon appointment in accordance with the schedule in Section 25.3.

An employee shall not earn full vacation accrual in a given pay period unless the employee is in full pay status (i.e. on duty or on approved leave with pay) in the entire pay period. In the event an employee is not in full pay status during the entire pay period, the employee shall accrue vacation on a pro-rated basis taking into account the

number of hours in full pay status during the pay period and the employee's rate of accrual at that given time. The formula for pro-rating the employee's accrual under such circumstances shall be the number of hours in full pay status multiplied by the converted hourly accrual rate.

An employee who has prior public service with any state government, or any political subdivision thereof, may receive credit for the employee's prior service with such entity for the purpose of computing the amount of the employee's vacation leave with the City, if the nature of said service is relevant to the nature of the employee's service with the City.

Section 25.3 Vacation Accrual Schedule. Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

Completed Years of Public Service	Accrued Vacation Hours Per Year
0 Year - 1 Year	40 Hours
2 Years – 4 Years	108 Hours
5 Years - 9Years	142 Hours
10 Years – 15 Years	182 Hours
16 Years – 20 Years	208 Hours
21 Years or more	246 Hours

Section 25.4 Vacation Carry-Over. An employee may carry-over from one payroll calendar year to another a maximum of one hundred and sixty (160) hours of vacation leave previously earned but not used. An employee may carry-over more than one hundred and sixty (160) hours of vacation leave from one payroll calendar year to another with the approval of the City Manager, which shall be at the City Manager's sole discretion.

Section 25.5 Vacation Scheduling/Use. The Division shall attempt to honor all vacation requests in the following manner with the understanding that all vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police.

A. Annual Scheduling. At the conclusion of the shift bidding process, but no later than November 20th, the Division shall post a vacation schedule. Employees shall

submit written requests for vacation leave by no later than December 1st. In cases of conflict, seniority shall control as to granting of requests of vacation leave. In the event an employee's request is disapproved, that employee shall have twenty-four (24) hours to resubmit an alternate request for consideration. During said twenty-four (24) hour period of time, vacation requests from other employees with less seniority shall not be approved. In the event the employee does not resubmit an alternate request within said twenty-four (24) hour time period, vacation requests from other employees with less seniority may then be approved.

B. **Casual Scheduling.** For other than annual scheduling, employees may request occasional use of vacation leave on a first-come first served basis.

C. **Incremental Usage.** Vacation leave may be taken in multiples of one-quarter (1/4) hour.

Vacation Leave shall not be used to artificially extend the separation date of an employee's resignation from employment with the City. The effective date of an employee's resignation from employment shall be the same as the employee's last day worked.

Section 25.6 Rates of Pay for Vacation Hours. All vacation hours shall be paid at the applicable straight time rates; however, an employee ordered to work while on approved vacation leave shall be paid at the double time rate, with a minimum guarantee of four (4) hours pay for each such call-in. Should an employee have time-off approved in advance (vacation, personal, or comp time) and have to work, they shall be entitled to double time for all hours actually worked which were previously approved off.

Section 25.7 Payment for Accrued Vacation Leave Upon Resignation/Separation or Death. Employees are encouraged to utilize the vacation benefit for the purpose for which it is intended - e.g. rest, relaxation, travel, etc. Therefore, payment for accrued vacation leave in lieu of actual use shall not be approved, except when an employee resigns from employment with two weeks' notice, is terminated by the City, dies, or is laid off. In such cases where payment for accrued vacation leave is authorized in lieu of its actual use, the maximum amount of vacation for which the employee may receive payment shall not exceed one hundred sixty (160) hours. In the event of an employee's death, compensation for unused vacation leave shall be paid to the employee's surviving spouse or, secondarily, his estate.

ARTICLE 26

HOLIDAYS

Section 26.1 Paid Holidays. The following are designated as paid holidays for bargaining unit employees:

New Year's Day (January 1)
President's Day (Third Monday in February)
Memorial Day (Fourth Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Section 26.2 Special Holidays. Any special holiday, as designated by the City, when City offices are closed for all or part of the day, will also be observed as a holiday under this Article. The holidays identified above may be recognized by the City on different dates than those noted above (for employees not in this bargaining unit). Should this occur, these days shall not be considered special holidays.

Section 26.3 Holiday Work. Each holiday which is observed on an employee's regularly scheduled workday shall be worked by the employee unless the employee is excused from work. However, the Division may schedule the work force as necessary to provide adequate coverage to the City.

Employees may request to be scheduled off on a particular holiday by timely request to the Chief of Police. Such request may be granted provided that the request would not affect the normal operations of the Division or the normal level of service to the community. Conflicts involving multiple requests shall be resolved on a first-come-first-served basis.

Section 26.4 Holiday Pay.

A. If a holiday falls on an employee's regularly scheduled day off and the employee is not required to work the holiday, or if the employee is excused from work, the employee shall receive eight (8) hours of compensatory time at the straight time rate, provided that the employee was not absent without authorized leave on either the workday before or after the holiday. An employee on sick leave the workday before or after the holiday may be required to present a doctor's certificate in order to receive credit for eight (8) hours of compensatory time.

B. When an employee works a holiday on the employee's regularly scheduled workday, the employee shall be entitled to:

1. straight time pay for all hours worked if eight (8) hours or less are worked, and the double-time for any hours worked in excess of eight (8) hours;

2. at the employee's option, eight (8) hours' pay or eight (8) hours' compensatory time at the straight time rate;

3. one half (½) hour of compensatory time at the straight time rate for each hour worked.

C. When an employee works a holiday on the employee's regularly scheduled day off the employee shall be entitled to:

1. double time pay for all hours worked;

2. at the employee's option, eight (8) hours' pay or eight (8) hours' compensatory time at the straight time rate;

3. one-half (1/2) hour compensatory time at the regular rate of pay for each hour worked in excess of eight (8) hours.

ARTICLE 27

PERSONAL LEAVE

Section 27.1 Allocation & Usage of Leave. Effective the first pay period of January of each year, each employee, who is in full pay status at such time, shall receive 40 hours (5 days) of personal leave. However, new employees appointed throughout the year shall receive a pro-rated allocation of personal leave in accordance with the following schedule:

PRO-RATED PERSONAL LEAVE ALLOCATION	
Timeframe Appointed	**Personal Leave Allocation**
January 1 through March 31	40 Hours (5 days)
April 1 through June 30	32 Hours (4 days)
July 1 through September 10	20 Hours (2.5 days)
October 1 through November 30	8 Hours (1 day)
December 1 or Later	None

In the event an employee is not in full pay status at the time personal leave is normally allocated to each employee, yet returns to full pay status at some point thereafter, the amount of that employee's personal leave allocation shall be pro-rated. For every pay

period the employee has been in less than full pay status, 1.55 hours of personal leave shall be deducted from the normal forty (40) hour annual allocation.

Eight (8) hours (1 day) of personal leave may be used, on one occasion annually, at the employee's discretion, provided that the employee gives at least two (2) hours of call-off notice prior to the start of the employee's shift. Only one (1) employee may be approved for personal leave usage in this manner provided there is at least twenty-four (24) hours between the end of one such personal leave and the commencement of another. Personal leave requested in this manner shall not be granted during designated "No Time Off" situations. Any personal leave not used in this fashion is subject to sufficient prior notice and prior approval of the employee's supervisor. Personal leave must be used by the last pay period in December of the year in which it was received and may not be carried over to the next payroll calendar year.

Personal leave shall not be used to artificially extend the separation date of an employee's resignation from employment with the City. The effective date of the employee's resignation from employment shall be the same as the employee's last day worked.

Section 27.2 Payment for Unused Personal Leave Upon Layoff or Death. In the event that an employee is laid off from City service, said employee shall be compensated for all unused personal leave at the rate of pay in effect at the time of lay-off. In the event of the employee's death, such compensation shall be paid to the employee's spouse, or secondarily, the employee's estate. For any other form of separation, no compensation will be provided to the employee for unused personal leave.

ARTICLE 28

INSURANCE

Section 28.1 Medical, Dental, & Vision Benefits. The City shall make available group medical, prescription drug, dental, and vision benefits to all employees and dependents who meet the eligibility requirements of the plan. The plan design of this program shall be similar as that in effect on January 1, 2014 through December 31, 2014 as shown in sections A – E as follows:

For purposes of this article "participant" and/or "enrollee" is defined as any employee and/or spouse/domestic partner who elects the City's comprehensive medical plan and who has enrolled in the HBC Plus program.

Consumer Driven Health Plan/Health Savings Accounts.

The City will provide health insurance coverage to Employees through a high deductible health plan with a health savings account (HSA) or a High Reimbursement Account (HRA) for those employees ineligible for an H.S.A. based on either Medicare or TriCare enrollment. Annual deductibles shall be $2,500 for single coverage in network and $5,000 for family coverage in network for both medical and pharmacy coverage with the following exceptions listed in this article and the corresponding Attachment A. Details of the HSA are included in Attachment A and incorporated into this Article by reference.

In addition, the City will make annual contributions to each participating employee's health savings account based on the coverage level (single or family) and participation in the City's wellness program, Healthy by Choice (HBC) Plus.

For the benefit plan year of October 1, 2014 through September 30, 2015 the benefit plan provides participation-based and results-based wellness incentives to help offset the employee deductible amounts under this plan design. Details of HBC Plus are included in Attachment A of this Agreement.

The City's annual HSA contribution for each participating employee is:

Participation - Based
Single Coverage: $1,125
Family Coverage: $2,250

Results – Based

Health Factor	**Family Coverage + Spouse/Domestic Partner**	**Family Coverage without Spouse/DP**	**Single Coverage**
Blood Pressure		**EE = $300**	
Cholesterol		**EE = $300**	
Tobacco-Free		**EE = $300**	
BMI/Waist		**EE = $600**	
Total Potential Earned		**$1,500**	

Enrollees who participate in Healthy by Choice Plus and receive the incentive contribution for the non-tobacco use health factor will be required to sign a confirmation form attesting that he or she has not used any tobacco products during the prior 12 months and will continue to be tobacco-free for the plan year. If the participant is unable to declare tobacco free status, he or she will not be eligible for the tobacco health incentive unless an alternative standard is requested and completed as outlined in the open enrollment materials. Any Employee who falsifies a confirmation form regarding non-tobacco use may be subject to disciplinary action.

Medical Plan Preventive Care	
In-Network	**Out-of-Network**
Plan Pays 100% / Member Pays 0%	Plan Pays 0% / Member Pays 100%
Covered items include, but are not necessarily limited to annual physical examinations, immunizations, mammograms, pap smears, prostate exams, colonoscopies and routine lab work. Services will be covered as recommended by a physician based on preventive care guidelines as outlined in the PPAC. (See Plan Document for more information.)	No covered items.

Medical Plan Annual Deductible	
In-Network	**Out-of-Network**
Individual $2,500 Family $5,000	Individual $5,000 Family $10,000
Both medical and pharmacy expenses will contribute towards the deductible. For family coverage, the family deductible must be satisfied – either by the member or by a covered family member or a combination thereof - before the plan pays for any covered services for you and your dependents.	

Medical Plan Co-Insurance	
In-Network	**Out-of- Network**
85%/15%	60%/40%

Medical Plan Out-of-Pocket Maximum	
In-Network	**Out-of- Network**
Individual $4,000 Family $8,000	Individual $8,000 Family $16,000

Medical Plan Hospital In-Patient Stay	
In-Network	**Out-of-Network**
85%/15%	60%/40%

Medical Plan Emergency Room	
In-Network	**Out-of-Network**
85%/15%	85%/15%

Medical Plan Mental Health/Drug & Alcohol Out-Patient	
In-Network	**Out-of-Network**
85%/15%	60%/40%

Medical Plan Mental Health/Drug & Alcohol In-Patient Stay	
In-Network	**Out-of-Network**
85%/15%	60%/40%

Medical Plan Prescription Drug Coverage	
Tier 1 – Generic Drugs	15% per rx to max co-pay of $25
Tier 2 – Drugs on Formulary	25% per rx to max co-pay of $100
Tier 3 – Non-Formulary Drugs Except Specialty Drugs	30% per rx to max co-pay of $200
Specialty Drugs	25% per rx to max co-pay of $100
Mail Order	The above co-insurance applies to mail order prescriptions; however, it is for a 90-day supply vs. 30-day supply. Maximum co-pay is double the retail max co-pay for each tier.
Stipulations	Specialty drugs available only through the UHC specialty network at a 30-day

	supply.

Medical Plan Coverage Additions
Acupuncture services shall be covered as an Out-of-Network benefit subject to the Out-Network Deductible. Nutritional counseling services shall be provided by In-Network providers subject to the In-Network Deductible.

Flexible Spending Account
Members may choose annually, during the established open enrollment period, to participate in a Dependent Care Flexible Spending Account to cover eligible expenses as determined by the IRS.
Dependent Care Expenses
Maximum contribution of $5,000 per year per family, subject to applicable IRS regulations.
Flexible Spending Account Limitations
• Member must use the money in their FSA prior to a pre-specified deadline. • Money not used by the deadline reverts back to the City. • The City will provide notice of any changes to the FSA limitations based upon the applicable IRS regulations.

A. Tobacco Premium Equivalent Contribution

Beginning in 2016, there will be a premium surcharge of 15% of the premium equivalent based on the coverage level of either single or family coverage for tobacco use. In the event that the participant uses tobacco, he or she may make a request for an alternative standard during open enrollment. Successful completion of the alternative standard will results in earning the health factor contribution and having the 2016 premium waived.

B. Dental Premium Equivalent Contribution

The City shall make available group dental and vision benefits to all employees and dependents who meet the eligibility of the plan. The plan design of this program shall be substantially similar as that in effect on December 31, 2014 with the following exceptions, which shall become effective upon execution of this Agreement.

1. The City will make dental/vision coverage available at no charge if the employee has elected medical insurance for the calendar year 2015.

For calendar years 2016 & 2017, a premium equivalent contribution will be charged for dental/vision coverage. The premium equivalent will be waived if the participants have had one preventive care dental screening during the prior plan period.

2. Dental coverage will be paid at 90% of the Usual and Customary Rate (UCR) beginning in 2015.

Consumer MaxMultiplier Design Feature.

The Consumer MaxMultiplier is a program that allows all enrolled dental participants (i.e.: spouse, domestic partners, children) the ability to increase their annual maximum limitations. Each year, dental participants start out with an annual maximum of $1,750. During the calendar year if the participant has at least one annual claim (preventive visit or other) totaling $750 or less, the annual maximum will increase by $400 the following calendar year. An additional $100 credit will be earned if the participant uses an in-network dentist. The total potential annual credit would equal $500. This cycle will repeat each year until the participant carries an annual maximum of $3,500. Participants cannot withdraw these funds. They are tracked by United Health Care and are utilized as needed for dental claims.

Original Annual Maximum	Annual Claim Threshold	Annual Account Award	Annual Network Bonus	Annual Award + Bonus Maximum	Consumer MaxMultiplier Account Limit	Total Annual Maximum + Account limit
$1,750	$750	$400	$100	$500	$1,750	$3,500

Definitions

Original Annual Maximum – Dental plan annual or plan-year maximum coverage level without regard to the Consumer MaxMultiplier benefit.

Annual Claim Threshold – To earn a Consumer MaxMultiplier benefit, claims during the plan year cannot exceed this amount.

Annual Account Award – This is the award amount earned when claims in the year are greater than $0 and less than the Annual Claim Threshold.

Annual Network Bonus – This is the bonus amount earned only when network claims occur during the plan year.

Annual Award + Bonus Maximum – This is the maximum an individual may earn for his/her Consumer MaxMultiplier account during the plan year. Consumer MaxMultiplier Account Limit – This is the maximum limit for an individual's Consumer MaxMultiplier account. After reaching this limit, no additional funds are placed in an award account, regardless of plan year claims. Total Annual Maximum plus Consumer MaxMultiplier Account Limit – This is the potential available dollar amount for an individual to use in any one benefit year if he/she reaches the Consumer MaxMultiplier account limit. It is the combination of the original annual benefit maximum plus the Consumer MaxMultiplier account.
Requirements In addition to the City's requirement, the Consumer MaxMultiplier program requires participants to have one claim per year, this can include an annual preventive screening.
Exclusions This design feature is not applicable to Orthodontia coverage.

Patient Protection and Affordable Care Act (PPACA).
In light of the Patient Protection and Affordable Care Act of 2010 and anticipated changes that may result from further rules as defined by the governing bodies, the City will be legally required to adhere to changes that affect our benefit plan and could affect the delivery of benefits to Employees. The changes will be implemented on a timeline as required by law and shall not be negotiated. When those situations arise, the City will notify the Union of such changes prior to implementing the change.

Section 28.2 Liability Insurance. The City shall maintain Law Enforcement Liability insurance coverage for all employees for the duration of this Contract. The City shall pay the annual premium for such coverage. "Shall" as used in the context of liability insurance, is based on availability of such coverage. Whether or not insurance coverage is available, the employee shall be indemnified and held harmless by the City, provided the employee acted within the scope of his assigned duties in the situation/ incident out of which a claim or lawsuit arises.

Section 28.3 Change in Carriers. If it becomes necessary to change carriers (medical, dental, vision, and life insurance benefits only), and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Union prior to implementing the change in order to negotiate the impact of any proposed change.

Section 28.4 Life Insurance. Effective upon execution of this Contract, the City shall provide group term life insurance coverage in an amount equal to 1.5 times each

employee's annual base compensation rate, with a minimum coverage level of $50,000 and a maximum overage level of $150,000. The full premium for this coverage shall be paid by the City. For purposes of administrative efficiency, the annual base compensation rate in effect on December 31st of each year shall be used to calculate the amount of life insurance the employee will have the following year (e.g. annual base compensation level in effect on 12-31-2005 shall be used to calculate the life insurance amount the employee will have during the 2006 calendar year). In addition, the coverage reduction provisions within the existing life insurance policy in effect as of 12-31-2002, which begins at age 65, shall remain in the life insurance policy under the new Agreement. Coverage amounts shall be doubled if the employee is killed in the line of duty.

Attachment A. Healthy by Choice Plus Benefit Plan including a Health Savings Account/Health Reimbursement Account

For the benefit year October 1, 2014 through September 30, 2015

A. The City will provide health insurance coverage to Members through a high deductible health plan and health savings account (HSA). Annual deductibles shall be $2,500 for single coverage in network and $5,000 for family coverage in network for both medical and pharmacy coverage.

The City will make annual contributions to each participating members' health savings account based on the coverage level (single or family) and participation in the City's Wellness program. The benefit plan provides participation-based and results-based wellness incentives to help offset the employee deductible amounts under this plan design. Each employee has the opportunity to earn results-based wellness incentives in relation to four key health factors (blood pressure, cholesterol, body mass index/waist circumference, non-tobacco use) in the form of additional financial contributions to their Health Savings Accounts (HSA's).

Both the employee and spouse (if enrolled) must participate in the Wellness Program in order to qualify for the annual contribution based on family coverage. Members who have a spouse also employed by the City have two options: (1) elect one family coverage plan through either the Member or Spouse's position, or (2) or both elect single coverage. If either Member or spouse has dependent children, they must elect the first option.

B. The City of Dublin health plan is committed to helping you achieve your best health. Rewards for participating in the Healthy by Choice Plus wellness program are available to participants covered by the health plan. If an employee or enrolled spouse/domestic partner thinks they might be unable to meet a reward under this wellness program in light of their health status, they might qualify for an opportunity to earn the same reward by different means. They must contact

the City's wellness coordinator during the open enrollment period, and the City will work with them (and, if they wish, with their doctor) to find a wellness program with the same reward that is right for them in light of their health status.

Participating employees, newly hired during the year shall have the opportunity to participate in an initial_screening that will be offered during the year. The amount of the contribution will be based on the hire date of the employee and the contribution schedule as defined by the City (ie: January, May, or September) using the first available screening process as the start of participation.

C. Deposit of the City's contribution into a HSA for this benefit year will be based on the following schedule:

Deposit Schedule: Both the earned biometrics and participation incentives will be paid by the City in one annual installment to be deposited during the month of January, effective January 2015.

Contribution for Results-Based Incentives: The open enrollment testing will be deposited in January and alternative standard completion monies will be deposited when earned based on the testing schedule of the next available health screening process.

D. Employee "Health Savings Account" Contribution ~ Participation in Wellness Program

If the participant enrolls in the City's Wellness Initiative as described below, the City will make an annual contribution described in Section 28.1. Enrollment in the City's Wellness Initiative (Healthy by Choice Plus) is described below:

Medical Plan **Employee "Health Savings Account" Contribution** **Wellness Initiative**
An annual opportunity to voluntarily participate in the Healthy by Choice Plus program To earn contributions towards a Health Savings Account (HSA) will be made in Accordance with the City's wellness initiatives as follows: a participant_must designate pa on an annual basis during open enrollment.

An employee will receive a contribution towards a Health Savings Account if the enrollee chooses to participate in the City's Wellness Initiative and designate such during established open enrollment period including:

Requirement(s):
Employee and enrolled spouse/domestic partner, if applicable, take on-line Health Risk Appraisal; screenings and submit documentation during established open enrollment period; complete an annual preventive care testing guidelines with physician; and participate in an HBC educational seminar.
Results are not reviewed by City personnel.

Employee "Health Savings Account" Contribution ~ Result Based Wellness Incentive

If enrollees voluntarily participate in the City's Results-Based Wellness Incentive as described below, the City will make an annual contribution described above. The results-based incentives are based on meeting four key health factors targets described below:

Health Factor	HBC Target
Controlled Blood Pressure (based on up to three separate readings)*	<140/90**
Controlled total cholesterol (based on finger stick blood draw)*	<=200mg/dl or LDL <=130
BMI or waist measurement at the navel	BMI <= 25 or if BMI >25, waist circumference of 35 inches (female)/40 inches (male)
Tobacco Use	Tobacco free for one year and at time of screening

* With or without medication to control
** May test two times during screening appointment

A participant who elects to participate in the results-based incentives must attend a screening exam to be held on-site or other location as chosen by the City, in order to qualify for the incentive contributions for blood pressure, cholesterol, and BMI or waist circumference. Off-site screenings will not be accepted. Participating employees and spouses will be asked to sign a confirmation form regarding their non-tobacco use to qualify for the incentive in relation to being tobacco-free.

If it is unreasonably difficult due to a medical condition for participants to achieve a health factor under the Healthy by Choice Plus program or if it

medically unadvisable to do so, the City of Dublin will make available a reasonable alternative standard to qualify for the requirement. In order to qualify for the requirement, an employee or spouse must submit a statement from a physician confirming that a medical condition makes it unreasonably difficult to meet the requirements of the program.

E. Beginning October 1, 2015 and Beyond

The annual contributions from the City for single coverage will continue to be $1,875 and for family coverage will be $3,750. However, the allocation of funds will be substantially different.

The HBC program will be evolving to an outcomes measurement program which will require employees and covered spouses/domestic partner to participate in some combination of an engagement track such as a Preventive Management, Disease Management, or Weight Management program after completing the biometric measurements. Employees and enrolled spouses/domestic partners will be required to complete all of the steps of the engagement track in order to receive the entire deposit from the City of Dublin.

The new Wellness program requirements will be outlined prior to open enrollment each year and participants will have the opportunity to attend sessions that highlight the new Wellness Plan changes and necessary steps for successful completion.

Over the next 3 years, the participation funds will decrease significantly each year and will be incorporated into the funds awarded for the outcomes measurement program. Funds will be available to all participants who successfully complete the requirements of the outcomes measurement program.

Deposit of the City's contribution into a HSA will be based on the following schedule:

Contribution for Participation-Based Incentive (if applicable) and/or biometrics or track-based incentives: Will be deposited January of 2016 and 2017.

ARTICLE 29

SICK LEAVE

Section 29.1 Sick Leave Accrual. All employees shall be entitled to sick leave with pay at the rate of 4.614 hours per pay period. Sick leave with pay shall accrue without limitation, with the exception that an employee shall earn the full sick leave accrual

each pay period only if the employee is in full pay status for the entire period. In the event the employee is not in full pay status for the entire pay period, the employee shall accrue sick leave at the rate of .0577 hours for each one (1) hour in full pay status during the pay period. New employees shall be granted sick leave at the date of their employment and "advanced" three (3) days of sick leave. However, no additional sick leave will be allowed to accumulate until the end of the third month of employment.

Section 29.2 Use of Sick Leave. Sick leave with full straight-time pay shall be granted for the following reasons:

A. Personal illness or disability of the employee;

B. Illness or physical incapacity of one or more of the employee's immediate family members, requiring the employee's personal care and attendance. Immediate family, for the purpose of this section, is defined as mother, father, spouse, domestic partner, son, daughter, step-son, step-daughter, legal guardian, or someone who stands in place of a parent. Communications Technicians shall be permitted to petition the City Manager for usage of sick leave for illness of family members outside the definition of immediate family. The parties agree that the City Manager shall evaluate such requests and may, on a case-by-case basis, approve such requests, at the City Manager's or the City Manager's designee's discretion.

C. Enforced quarantine of the employee in accordance with community health regulations.

D. Necessary appointments with physicians and dentists.

E. Where injury leave has expired and the employee must be absent from work for an additional period.

In order to qualify for sick leave payments, the employee must notify the employee's supervisor no later than one (1) hour before the employee's normal starting time on the first day of absence, unless the circumstances surrounding the absence make such reporting impossible, in which case such report must be made as soon as possible. Sick leave for doctor or dentist appointments must be requested forty-eight (48) hours in advance, except in emergency situations.

Absence from work due to a non-duty incurred illness or injury will be compensated for by use of sick leave.

In the event an employee requests sick leave for a period of longer than two (2) consecutive days, or for the day immediately preceding or following a holiday, the employee may be required by the Communications Supervisor to submit a doctor's

certificate verifying the illness and justifying the necessity of the absence. If the Communications Supervisor determines that an employee's use of sick leave is not justified, the Communications Supervisor shall have the authority to charge the absent time to the employee's vacation, personal leave, or compensatory time balance or to record the absent time as leave without pay.

The City Manager, assisted by all supervisory personnel, shall be responsible for preventing abuses of sick leave. Sick leave shall not be considered leave time which an employee may use at his discretion for personal business. The employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity of such absence. In the event the employee fails to submit adequate proof of the necessity for sick leave, such leave shall be considered unauthorized leave and shall be without pay. If an employee is found to have abused this sick leave policy, the employee shall be subject to disciplinary action, including possible suspension or dismissal.

In the case of pregnancy, the pregnant employee will be permitted to continue working as long as she is physically capable to do so with the approval of her physician and supervisor. "Physically Capable" shall mean the ability to satisfactorily perform the essential job duties of the position to which the employee is assigned, as determined by the City. If deemed necessary by the Communications Supervisor, the employee must provide certification from a doctor of her choice that continued employment will not be detrimental to the employee's health.

Vacation leave, personal leave, or compensatory time may be used to supplement sick leave when the latter is exhausted in accordance with Family Medical Leave. All sick leave shall be requested by use of the established Leave Request process.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in one quarter (1/4) hour increments.

Section 29.3 Conversion of Sick Leave. An employee shall be entitled to the conversion of the employee's sick leave as follows:

A. Upon Retirement

After at least ten (10) complete years (i.e. 120 months) of continuous service with the City, an employee, who is laid off or who qualifies for retirement benefits under the State of Ohio's "Public Employees Retirement System", and actually retires from City Service with a pension from said system, shall be entitled to receive payment for accrued unused sick leave. The rate of pay for such unused sick leave shall be at the employee's straight time hourly rate of pay at separation multiplied by one-third (1/3) of the total number of accrued sick

leave hours. Total payment under this provision shall not exceed five hundred forty (540) hours (67.5 paid days). In the event an employee dies while in the employ of the City, except as provided in paragraph (D) of this section, and the employee qualifies for the employee's respective retirement/pension fund, the employee's surviving spouse, or secondarily, the employee's estate shall be paid the aforementioned rate of redemption for accrued unused sick leave.

B. Upon Resignation

After twenty (20) years of non-continuous service with the City of Dublin City, an employee who resigns from City service in good standing (employee's separation must not be for just cause) and who has a minimum of one thousand two hundred eighty (1,280) hours of sick leave in the employee's sick leave balance at the time of resignation, shall be entitled to convert a portion of the employee's unused sick leave balance. The conversion payment under this provision shall be the employee's straight-time hourly rate of pay multiplied by one-third (1/3) of the total number of unused sick leave hours, up to a maximum of five hundred (500) hours.

C. Annual Conversion

Each year, an employee may convert a portion of the employee's accrued but unused sick leave to a cash payment subject to all of the following conditions:

1. The employee must have a sick leave balance of at least seven hundred twenty (720) hours at the end of the first pay period in December;

2. The employee must have thirty two (32) hours or less of sick leave usage as of the end of the first pay period in December (FMLA protected leave exempted);

3. The employee may convert no more than thirty two (32) hours of sick leave to pay;

4. Sick leave shall be converted at the rate of two (2) hours of sick leave to one (1) hour of pay at the straight time hourly rate of pay;

5. Once sick leave has been converted to pay, it shall not be converted back to sick leave;

6. This payment shall be made to the employee by separate check with the first pay of the following calendar year.

D. Killed in the Line of Duty

If an employee is killed while performing the employee's authorized, assigned job duties, the employee's surviving spouse, or secondarily, the estate, shall be paid for one hundred percent (100%) of the value of the employee's accrued but unused sick leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the employee.

Section 29.4 Sick Leave Transfer from Prior Public Employer. Any employee who has accrued sick leave with the State of Ohio or any political subdivision of the State shall be entitled to have this accrued sick leave transferred to the City, provided the employee was hired by the City within ten (10) years of resignation/separation from the prior public Employer, and provided the City receives written verification of such prior service from the prior public Employer. Employees hired on or after the effective date of this Contract, whose sick leave is transferred from another public employer, must first use sick leave accrued with the City prior to using the employee's transferred sick leave balance. In addition, employees hired on or after the effective date of this Contract, shall not be eligible for conversation of sick leave to a cash payment either on an annual basis or upon separation.

ARTICLE 30

INJURY LEAVE

Section 30.1 Injury Leave with Pay. When an employee's absence from work is necessitated because of an illness or injury incurred while on the job with the City and said illness or injury is compensable under Ohio Worker's Compensation Law, injury leave shall be granted for a period not to exceed one hundred eighty (180) calendar days. This one hundred eighty (180) calendar days must be used within two (2) calendar years of the employee's date of injury. Such leave shall be granted by the City Manager, or the City Manager's designee, based upon the recommendation of the Chief of Police and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to full work status due to the illness or injury. Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work-related illness or injury and is not compensable under Ohio Worker's Compensation Law. In order to be eligible for injury leave, the employee must report the illness/injury to the employee's supervisor within three (3) work-days of the incident giving rise to the illness/injury.

Simultaneously with the request for injury leave, the employee shall also make application and actively pursue a claim for lost wage benefits under Ohio Workers'

Compensation Law. If the application for benefits is granted and the claim allowed, the City's obligation under the continued use of injury leave shall be the monetary difference between the employee's regular rate of pay and benefits received under the Workers' Compensation system.

In cases where injury leave or medical leave are necessary, the Chief of Police may offer a modified work assignment which will provide for the attempted placement of Divisional personnel who are unable to perform in their normal capacity.

The limitations imposed on injury leave shall be considered as limitations on leave granted as a result of each incident of a work-related illness/injury, rather than limitations on leave to be granted in any one calendar year or other unit of time.

ARTICLE 31

SPECIAL LEAVES

Section 31.1 Leave Without Pay. Leave without pay may be granted, upon the approval of the City Manager, or the City Manager's designee, if requested in writing by the employee. An employee on leave without pay shall not accrue sick leave, compensatory time or vacation benefits and, except for the time spent on FMLA Leave, the employee will be required to pay one hundred percent (100%) of the cost associated with maintaining the employee's medical, dental, vision insurance coverages if the employee wishes any or all of said coverages continued. Leave without pay during an employee's probationary period shall extend the probationary period by a period of time equivalent to the time spent on leave without pay. Failure of any employee to report promptly at the expiration of such leave of absence shall be considered as a resignation. Leave without pay may be granted for:

A. **Personal Leave.** A leave without pay may be granted at the discretion of the City Manager, or the City Manager's designee, for personal reasons not to exceed thirty (30) days without loss of seniority, if the employee can be spared. This may be extended only with the written approval of the City Manager, or the City Manager's designee, and must be submitted in writing a minimum of two (2) weeks prior to the requested date of the extension.

B. **Extended Illness or Accident Leave.** A leave without pay may be granted to an employee for a period not to exceed one (1) year without loss of seniority when such employee is physically unable to report for work because of illness or accident. The employee must promptly notify the employee's supervisor of the necessity therefore (and the supervisor shall transmit the request to the City Manager, or the City Manager's designee, for approval), and the employee must

supply certification from a qualified physician attesting to the necessity for such absence.

C. **Maternity Leave.** A maternity leave without pay may be granted to an employee without loss of seniority upon approval of the City Manager, or the City Manager's designee. Extension of the leave may be granted for a period not to exceed one (1) year, if the employee's physician states in writing that such an extension is needed for recuperative health reasons. (Employees may take paid leave (i.e. sick, personal, vacation, comp time) for maternity purposes provided the employee has sufficient paid leave balances to cover the period of absence.) (Use of paid sick leave for maternity purposes must be justified by a medical certification from a licensed physician.)

D. **Military Leave (Active Duty).** Except as may otherwise be specifically provided herein, an employee may be granted a leave of absence without pay to be inducted into or otherwise enter the military on an active duty basis.

Section 31.2 Leave with Pay. Leave with pay may be granted upon the approval of the City Manager, or the City Manager's designee, to an employee in the following instances:

A. **Court Leave.** Leave with pay may be granted to an employee in order that the employee may serve required jury duty or if the employee is required by law to appear in a case resulting directly from the discharge of the employee's duties as a City employee. In such cases, all witness or jury fees shall be signed over to the City.

B. **Bereavement Leave.** In the event of a death in an employee's family, the employee shall be entitled to up to three (3) consecutive paid work days for a funeral service and/or burial. Additional days of sick leave, personal leave, vacation leave, and compensatory time may be approved by the City Manager, or the City Manager's designee, on a "case-by-case" basis, given the merits of each particular set of circumstances. The family, for purposes of bereavement leave, shall include: spouse, domestic partner, son, daughter, brother, sister, parent, legal guardian, person who stands in place of a parent, grand-parent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, half-brother and half-sister, aunt, uncle, or any other relative living in the home of the employee.

C. **Military Leave.** An employee who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio naval Militia, 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 one hundred seventy six (176) hours in any one (1) calendar year. An employee 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 one hundred seventy six (176) hours at the employee's regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the City, the employee will not be entitled to any additional compensation from the City. Provided, however, the City shall comply with all applicable state and federal law regarding military leave.

D. **Family & Medical Leave.** Pursuant to the Family and Medical Leave Act ("FMLA") of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, domestic partner, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform employment functions.

The employee must provide the City with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days' notice is not possible. The employee must provide the City with certification of the condition from a health care provider. The City, at City expense, may require a second opinion on the validity of the certification. If this second opinion contradicts the first opinion submitted by the employee, a third opinion, at the City's expense, shall be sought from a mutually agreeable physician, which shall be binding on both the employee and City.

An employee seeking FMLA leave must first use paid sick time (if applicable), vacation, personal leave, and compensatory time before going on unpaid leave. The total amount of FMLA leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to FMLA leave are both employed by the City, the aggregate number of workweeks of leave to

which both may be entitled may be limited to twelve (12) weeks taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for the employee's share of the health insurance cost (if any) during the unpaid leave. If the employee does not return from the leave, the employee is responsible for payment to the City of the monthly Single/Family rate paid by the City on behalf of the employee during the leave. The City may, at its sole discretion, waive the repayment of such amount. The City will be responsible for the thirty (30) day plan costs under COBRA.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Other. Leave with pay may be granted by the City Manager, or the City Manager's designee, for good and sufficient reasons which are considered to be in the best interest of the City, but only in the event of extraordinary circumstances.

ARTICLE 32

LEAVE DONATION PROGRAM

Section 32.1 Purpose. The purpose of this Article is to establish regulations governing the operation of a Leave Donation Program that allows employees to voluntarily donate sick leave, vacation leave, personal leave, or compensatory time to another employee when the employee experiences a catastrophic illness/injury, or when such an employee's immediate household family member experiences such an illness or injury requiring the employee's personal care and attendance, and the employee has exhausted all of the employee's leave balances.

Section 32.2 Definitions.

Catastrophic Illness/Injury. A devastating illness or injury that is expected to incapacitate the employee or a member of the employee's immediate household family for an extended period of time, provided that taking extended time off from work creates a financial hardship for the employee because the employee has exhausted all leave balances. Catastrophic is defined as an illness or injury which results in the employee or the employee's immediate family member requiring a level of care and treatment beyond what he or she could provide without assistance. Catastrophic illness or injury would be defined as any life-threatening illness or injury that would require the employee to be off the job for a minimum of 180 calendar days.

Donation. The act of voluntarily, unconditionally, and irrevocably surrendering a portion of one's sick leave, vacation leave, personal leave, and/or compensatory time to a qualified employee.

Immediate Family Member. Mother, father, spouse, son, daughter, stepson, stepdaughter, legal guardian, or someone who legally stands in place of a parent.

Section 32.3 Program Regulations.

A. Eligibility

Eligibility to receive donated leave under this program shall be limited to those employees in full-time permanent positions who have a total of one hundred twenty (120) hours or less in all forms of paid leave in the aggregate (i.e. sick leave, vacation leave, personal leave, compensatory time) at the time of their written request to receive donated leave, and who have not been disciplined for leave abuse the two (2) years prior to the date of their request to receive donated leave.

B. Request for Leave

When an employee has less than a total of one hundred twenty (120) hours in all forms of paid leave (as specified above) in the aggregate, the employee or the employee's Division Head (with the employee's consent) may initiate a request for assistance. The request shall be forwarded to the affected employee's Department Head for review and consideration of the facts and circumstances specific to the employee's need. Such review shall include, but not necessarily be limited to, an assessment of a written certification from the employee's physician regarding the employee's or family member's medical condition, an analysis of the employee's sick leave usage and overall work history with the City, and consideration of input provided by the Department's supervisory/managerial staff. Following this review by the affected employee's Department Head, the Department Head may recommend approval for receipt of donated leave to the City Manager. The City Manager shall make the final decision regarding approval of the employee's request. The final decision to approve or disapprove the request rests within the sole discretion of the City Manager.

C. Donation Process, Procedures & Requirements

Should the employee's request to receive donated leave be approved by the City Manager, employees (herein called donors) who desire to contribute leave time shall complete a "Leave Donation Form", a copy of which is attached. Such

forms shall be made available by the Division of Human Resources/Procurement and by each Department/Division. The donor shall designate on the form the name of the employee who is to be the recipient of the donated leave and the amount of such donated leave.

Leave shall be donated in the following sequence and amounts for each approved recipient:

1. The first eight (8) hours of any donation shall be vacation leave. If the donor does not have vacation time available, this requirement may be waived or reduced by the Department Head.

2. The second eight (8) hours of any donation shall be personal leave, compensatory time, or vacation leave. If the donor does not have eight (8) hours of such leave available, this requirement may be waived or reduced by the Department Head.

3. After sixteen (16) hours of vacation leave, personal leave, or compensatory time have been donate, or waived as specified above, sick leave may then be donated. Sick leave donations shall be limited to forty (40) hours. After forty (40) hours of sick leave donation has been reached, the entire donation sequence may begin again starting with item #1 above.

D. <u>Minimum Donation Increments</u>

The minimum amount of leave time which can be donated shall be one (1) hour. Donors may contribute any amount of time at or above one (1) hour in whole amounts (no fractions of an hour can be transferred). However, the donor shall not be allowed to donate an amount of leave which would reduce the donor's leave balance or combination of balances below one hundred and twenty (120) hours of available leave time.

E. <u>Divisional Coordinator</u>

Should the employee's request to receive donated leave be approved by the City Manager, the employee's Human Resources Business Partner shall facilitate the flow of information and maintain a direct line of communication with the recipient.

Should the number of donated leave hours exceed the recipient's need for a given pay period, those excess donated leave hours will be held in reserve by the "Divisional Coordinator" and will be used to satisfy the recipient's continuing future need for such hours. Should the recipient's eligibility to receive donated

leave cease, in accordance with Section 32.3 K. ("Eligibility Ceases"), and donated hours remain in the above referenced reserve, these hours will be returned to the donor within a reasonable period of time thereafter. (It is critical to note that once donated leave time is forwarded from the "Divisional Coordinator" to the Finance Department, and such donated leave time is actually physically transferred from the donor's leave balance to the recipient's sick leave balance, the donor has no right to recover any portion of such leave time.)

F. Donation Credited

Upon receipt of all approved Leave Donation Forms, the Department of Finance will credit all donated leave time to the recipient's sick leave balance.

G. Conditions on Receipt of Leave

Before an employee may receive the donated leave, the employee must have exhausted all of the employee's sick leave, vacation leave, personal leave, compensatory time, or other applicable leave balances available to the employee (excluding the exception listed below).

Exception: One leave balance designated by the employee (other than sick leave) may contain no more than twenty-four (24) hours of leave time. Such leave time will be held in reserve to allow the employee the opportunity to take some time off following the end of the catastrophic situation, should such time off be needed to attend to family needs.

H. Prohibition on Continued Accrual of Leave

While using donated leave, the employee shall not accrue or receive any leave time in excess of the twenty-four (24) hours identified in item G above.

I. Prohibition on Conversion to Cash

All donated leave time, regardless of the type, shall be considered to be sick leave and shall only be used under the conditions of sick leave as set forth in the Collective Bargaining Agreement or the City Personnel Code (whichever is applicable). No cash payments shall be provided to the employee or the surviving spouse of the employee under this program.

J. Continuation of Medical, Dental, Vision, Life Insurance And Other Benefits

Employees using donated leave shall be considered to be in paid status solely for the purpose of receiving all medical, dental, vision, and life insurance benefits,

step increases, merit increases, longevity payments, and seniority credit to which they would have otherwise been entitled. However, original or promotional probationary employees using such leave shall have their probationary periods extended by the same length of time for which the employee has used the donated leave.

K. Eligibility Ceases

Eligibility to receive donated leave under this program shall cease upon certification from the employee's physician that the employee is capable of engaging in sustained regular employment, certification from the employee's family member's physician documenting the family member's recovery from the catastrophic illness/injury, an employee's application for disability retirement is approved by the appropriate retirement system (Public Employee's Retirement System of Ohio), or death of the employee or employee's family member, whichever should first occur.

ARTICLE 33

TRAINING AND TUITION REIMBURSEMENT

Section 33.1 Training. In recognition of the value of continuing education and professional development of employees, the City agrees to provide training opportunities for employees within the bargaining unit at the City's expense. This training may be either initiated by the City pursuant to a training schedule or by the employee, with the approval of the Chief of Police or his designee. The training shall be related to an employee's performance of the employee's job duties or in preparation for job duties which may be assigned to the employee after completion of training. Reasonable effort shall be made to accommodate the training to the employee's regular work schedule. The division shall endeavor to provide as much advanced notice as practical to employees regarding their training schedules. In that this training is a work-related duty, the employee shall receive all pay and benefits to which the employee is otherwise entitled during training.

The expense for employees who are required or requested to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the Employer, shall be paid by the Employer as follows:

A. Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.

B. The employer shall pay for meals when not provided by the tuition, with the exception of training programs/seminars which are hosted by the City at the Dublin Justice Center.

C. The employer shall pay the current rate for mileage, as determined by the IRS, when an employee is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, an employee will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief. All other travel shall be considered to be non-work-related and non-reimbursable. Bus, train, or airfare at tourist's rate will be provided for lengthy trips when travel is approved by the City Manager.

D. Hotel or motel charges when lodging is not provided as a term of tuition payment.

E. Hourly rates will be paid when schools or training are scheduled during regular working hours.

F. All necessary tools and equipment required by the course of instruction.

Checks may be issued in advance for expenses related to paragraphs A and D of this Section.

Time spent in transit, when it involves travel away from home overnight, shall be considered work time and, therefore, is compensable. Leisure time and sleep time are not considered work time and are, therefore, not compensable.

Section 33.2 Tuition Reimbursement.

A. **Reimbursement Program.** All employees of the bargaining unit may participate in the City's Tuition Reimbursement Program. Under this program, each employee shall be eligible for a maximum of Three Thousand Seven Hundred and Fifty Dollars ($3,750) in reimbursement per calendar year for fees and required textbooks, and courses of instruction voluntarily undertaken. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. In addition, only coursework provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be approved for correspondence courses.

B. **Necessary Approval.** All coursework subject to reimbursement shall be transmitted, in advance and through the Chief of Police, to the Director of Human Resources or the Director of Human Resources' designee for approval. The Chief of Police shall provide a written recommendation concerning approval/disapproval of the request at time of transmittal to the Director of Human Resources or the Director of Human Resources' designee. If practicable, an employee shall make application for approval of coursework at least fifteen (15) days prior to commencement of the course of study. The Director of Human Resources or the Director of Human Resources' designee shall evaluate the employee's coursework/degree program for job-relatedness and shall notify the employee, in writing, regarding the approval/disapproval of said course-work/degree program on that basis. The City agrees that approval of coursework/degree program will not be unreasonably withheld. An employee may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the employee need not reapply for approval for each course within the portion(s) approved.

C. **Course Attendance.** Courses are to be taken on other than scheduled working hours, unless approval is obtained from the Chief of Police, or the Chief of Police's designee, to take such courses on work time.

D. **Reimbursement Procedure.** Reimbursement shall be made upon successful completion of a course with a grade of C (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee has paid for tuition, fees, and required textbooks. Any financial assistance available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The employee shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, or other expenses other than tuition, fees, and required textbooks.

ARTICLE 34

EMPLOYEE INCENTIVE PROGRAMS

Section 34.1 Employee Incentive Programs. Members of the bargaining unit shall be eligible for employee incentive programs offered to other non-bargaining unit employees of the City. This article is not intended and does not apply to programs that are part of a compensation, benefits, or economic package. Eligibility to participate in these incentive programs and receipt of any awards through these programs shall be governed by the written program rules, regulations, and requirements as approved by the City Manager.

Section 34.2 Employee Discounts. Should Dublin City Council approve employee discounts in the future, the City agrees to apply such approved employee discounts to bargaining unit employees and non-bargaining unit employees alike. Likewise, any Council approved modifications to present or future discounts will also be applied to bargaining unit employees and non-bargaining unit employees alike.

ARTICLE 35

TRAINING ASSIGNMENTS

Section 35.1 Compensation. Any employee who serves in the capacity of a trainer shall be entitled to two (2) hours of either paid time or compensatory time for each eight (8) hours of training time spent with the trainee. However, in the case that the trainer has three (3) or more trainees, the trainer shall be entitled to three (3) hours of compensatory time for each eight (8) hours of training spent with those three (3) or more trainees.

ARTICLE 36

DURATION

Section 36.1 Duration. All of the provisions of this Contract shall become effective January 1, 2015 or upon the execution by a representative of both parties, whichever occurs later. This Contract shall continue in full force and effect until December 31, 2017.

Section 36.2 Signatures. Signed and dated at Dublin, Ohio on or as of this 1st th day of January, 2015

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

Tracy Rader
Staff Representative

Amy Heger
Bargaining Committee Member

Barbi Conaway
Bargaining Committee Member

Ben Karns
Bargaining Committee Member

For the City of Dublin:

Marsha I. Grigsby
City Manager

Tim Wagner
Director of Human Resources

Heinz von Eckartsberg
Chief of Police

Jay Somerville
Civilian Bureau Commander