

Agreement

BY AND BETWEEN

CITY OF HILLSBORO

AND



FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

JANUARY 1, 2019 Through
DECEMBER 31, 2021

ARTICLE 1	AGREEMENT	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	SECURITY	3
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	NON-DISCRIMINATION	6
ARTICLE 6	LABOR COUNCIL RELEASE TIME	7
ARTICLE 7	NO STRIKE-NO LOCKOUT	7
ARTICLE 8	GRIEVANCE PROCEDURE	8
ARTICLE 9	RULES AND REGULATIONS	13
ARTICLE 10	INVESTIGATIONS AND DISCIPLINE	13
ARTICLE 11	PERSONNEL FILE	15
ARTICLE 12	LABOR/MANAGEMENT MEETINGS	16
ARTICLE 13	TRAINING AND WORKING CONDITIONS	17
ARTICLE 14	SENIORITY	18
ARTICLE 15	HOURS OF WORK AND OVERTIME	19
ARTICLE 16	WAGES	21
ARTICLE 17	LONGEVITY PAY	23
ARTICLE 18	HOLIDAYS	24
ARTICLE 19	VACATIONS	25
ARTICLE 20	INSURANCE	27
ARTICLE 21	LEAVES	29
ARTICLE 22	CLOTHING ALLOWANCE	35
ARTICLE 23	WORK OUT OF RANK	37
ARTICLE 24	MISCELLANEOUS ECONOMIC	38
ARTICLE 25	OBLIGATION TO NEGOTIATE	39
ARTICLE 26	RESIDENCY	39
ARTICLE 27	COMMUNICABLE DISEASES	40
ARTICLE 28	POLICE MEMORIAL DAY	42
ARTICLE 29	RETIREMENT	42
ARTICLE 30	TUITION AND EDUCATION ASSISTANCE	43
ARTICLE 31	EDUCATION INCENTIVES	44
ARTICLE 32	SAVINGS CLAUSE	44
ARTICLE 33	LAYOFF AND RECALL	44
ARTICLE 34	DISPUTE RESOLUTION	45
ARTICLE 35	WAIVER IN CASE OF EMERGENCY	46
ARTICLE 36	SUBSTANCE ABUSE TESTING	46
ARTICLE 37	CANINE OFFICER COMPENSATION	53
ARTICLE 38	DURATION	54
SIGNATURE PAGE		55
MEMORANDUM OF UNDERSTANDING		56

ARTICLE 1

AGREEMENT

Section 1.1 Purpose

This Agreement, entered into by the City of Hillsboro, Ohio hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Labor Council" has as its purpose the following:

To promote cooperation, and orderly, constructive and harmonious relations between the City, the Employees and the Labor Council. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining units as defined herein. To prevent interruptions of work and interference with the efficient operation of the Police Department. To establish a procedure for the peaceful resolution of grievances.

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such Article.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its Employees and the Labor Council.

This Agreement represents the entire Agreement between the Employer and the Labor Council as set forth in the express written provisions of this Agreement.

Section 1.2 Modification of Agreement

The express provisions of this Agreement may be changed only by mutual Agreement between the parties, reduced to writing, dated and signed by the parties to this Agreement.

Section 1.3 Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law, by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall meet promptly following the effective date of such declaration of invalidity, in an attempt to modify such provision to comply with the applicable law.

Section 1.4 Past Practices

The City agrees to continue the following practices subject to the conditions contained herein.

- A. Employees may be picked up by on duty personnel as long as it remains economically feasible to do so.
- B. Employees may eat their meals at their place of residence when their work schedule permits.
- C. Employees may trade shifts with the approval of their supervisors.
- D. Retirement, and Death of a Bargaining Unit Member, City will continue the current practice.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

The City hereby recognizes the Fraternal order of Police, Ohio Labor Council as the sole and exclusive Bargaining agent for the purpose of collective Bargaining of all wages, hours and other terms and conditions of employment for all full-time non-probationary employees that have been certified by the State Employment Relations Board in the following units:

- Unit A. Sergeants
- Unit B. Patrol officers
- Unit C. Dispatchers

Section 2.2 Exclusions

All positions and classifications not specifically established herein as being included in a Bargaining Unit shall be excluded from all Bargaining units.

Section 2.3 Single Agreement

It is understood that this Agreement is a multiple Unit Agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

Section 2.4 Coverage

All articles of this Agreement shall cover all classifications within the three (3) Bargaining units unless otherwise excluded by the specific language within a specific article.

Section 2.5 New Positions

In the event that a new position is created within the Police Department, the City shall determine whether the new position will be included in or excluded from the Bargaining units and shall so advise the Labor Council. If there is any dispute as to the City's determination of Bargaining Unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as

agreed by the City. If the parties still do not agree, the City shall implement its determination, subject to challenge by the Labor Council through the grievance and arbitration procedure.

ARTICLE 3 SECURITY

Section 3.1 Dues Deduction

The City agrees to deduct Labor Council membership dues in an amount certified to be correct by the Labor Council to the City from the pay of those Labor Council members who individually request in writing that such deductions be made. The City agrees also to deduct Labor Council initiation fees and assessments in an amount certified to be correct by the Labor Council to the City from the pay or appropriate Labor Council members.

All such deductions shall be made from the first pay period of each month and the City agrees to furnish to the Labor Council, office in Columbus, Ohio, once each calendar month a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom such deductions were made.

Any Labor Council member may withdraw authorization for dues deduction by the City by directing his request in writing to the City Auditor. No other employee organization's dues shall be deducted from the pay of any Bargaining Unit member during the duration of this Agreement.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
2. Transfer of the employee from the Bargaining Unit;
3. Revocation by the employee of the written request for dues deduction;
4. Participation by the employee in any unlawful strike-related activity;
5. Expiration of this Agreement.

Section 3.2 Indemnification

It is further agreed that the Labor Council shall defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under Sections 3.1.

Section 3.3 Bulletin Boards

The City shall provide a bulletin board at the Hillsboro Police Department for the exclusive use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Labor Council agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous or derogatory materials or attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic Materials;
- F. Political material regarding elections, issues or candidates. Labor Council officials and/or the City shall promptly remove any violations of A thru F.

Section 3.4 Ballot Box

The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department headquarters for the purpose of collecting member's ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review. Such balloting shall be limited to no more than six (6) times per year and shall not interfere with work activities.

Section 3.5 Use of Departmental Mail Boxes

The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail Boxes for the purpose of providing information pertaining to Labor Council business to Bargaining Unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or Bargaining Unit representation. All mail placed into the mail system by the Labor Council shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to review by the City. Members shall be required to keep such boxes in a neat and orderly fashion as determined by the Chief.

Section 3.6 Representation

The City agrees that no more than two (2) professional staff of the Labor Council shall be admitted to the City's facilities and work sites during working hours upon two (2) days written notice to the City. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings with the City.

The Labor Council agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by a specific provision in the Agreement.

Section 3.7 Place for Meetings

Meetings of the Committees of the Labor Council will not be prohibited on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in questions. Committees shall not consist of more than five (5) members and shall meet as necessary to administer this Agreement.

The City shall not be required to provide space if all available space is in use at the requested time. Possible City interruptions shall not be viewed as harassment by the Committees.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Management Rights

The Labor Council recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy. Nothing in this Agreement shall be construed as delegating to others in the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

The Labor Council recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested with the Employer and/or his designated representatives.

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- A. Determine the number of persons to be hired, retained, laid off, or discharged.
- B. Determine the basis for selection, retention, and promotion of employees.
- C. Determine the work assignments and to transfer employees.
- D. Determine the hours of work and the number of hours to be worked.
- E. Discharge, suspend or otherwise discipline employees for just cause.
- F. Make any and all Rules and Regulations.
- G. Determine work standards and the quality and quantity of work to be produced.

- H. Determine the type of equipment used and the sequence of work processes.
- I. Determine the making of technology alterations by revising either process or equipment, or both.
- J. Establish, expand, transfer and/or consolidate work processes and facilities.
- K. Select and locate buildings and other facilities.
- L. Terminate for just cause.
- M. Eliminate all or any part of its work or facilities.

The Labor Council agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1 Discrimination

Neither party will discriminate for or against any Bargaining Unit employee on the basis of age, sex, race, color, creed, marital status, national origin, handicap, political affiliation, affiliation with or non-affiliation with the Labor Council. The Labor Council shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 5.2 Gender and Plural

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6 LABOR COUNCIL RELEASE TIME

Section 6.1 Labor Council Business

The Labor Council representative or his design shall be granted of pay or up to time off without loss benefits up to a maximum of twenty-four (24) hours per year for the duration of this Agreement to perform Labor Council functions. The Labor Council representative may also serve as the Grievance Chairman and serve on the Labor/Management Committee. The Chief, with the approval of the Safety and Service Director, may allow additional time under this Section.

Section 6.2 Conditions of Release

As a condition for the use of release time under Section 6.1 hereof, the Labor Council representative shall provide a written request to the Chief of Police at least seven (7) days in advance of the date upon which he or his designee desires to utilize any release time in excess of two (2) hours.

The Labor Council President or his designee shall be granted time off without loss of pay or benefits to attend the annual State Convention. The employee so released shall be allowed to change his days off for that week to coincide with the convention dates. Such release time shall be requested in writing fourteen (14) days in advance. The Chief shall not withhold permission for the utilization of release time hereunder except in the event that to do so would create a staffing problem or in the event of an emergency.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.1 No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Hillsboro. Therefore:

The Labor Council agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or abstinence in any form from delivering services, for the duration of this Agreement. Should the City notify the Labor Council, in Columbus, by telephone and/or the local Labor Council representative orally or by telephone, verified by certified mail, that any employee covered by this Agreement, is engaged in any strike activity, the Labor Council shall, within twenty-four (24) hours notify striking employees that they are required to return to work.

Section 7.2 No Lockout

The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Labor Council as a result of a Labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Purpose

The City, the Labor Council and the Bargaining units recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances.

Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. All parties agree that grievances will be kept confidential, to the extent allowed by the Law except where the parties agree otherwise.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 8.2 Definitions

For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the violation, misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. The "grievant" shall be defined as any employee or group of employees within the Bargaining units initiating a grievance. The City 'may also initiate a grievance.
- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, holidays, or pre-scheduled leave as provided for in this Agreement.

Section 8.3 Administration of Grievances

The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. All written grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the grievance and the redress sought by the grievant.
- B. Each decision shall be transmitted to the grievant in writing. All decision appeals shall be rendered in writing at each step of the grievance procedure.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any

appropriate member of the Administration and having said matter informally adjusted without the intervention of the Labor Council, provided that the adjustment is not inconsistent with the terms of this Agreement.

- E. A grievant may, at his sole discretion, be accompanied at all steps of the grievance procedure by a representative of the Labor Council, however, the City shall notify the Labor Council of a grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative.
- F. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- G. Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals or demotions.
- H. Processing of grievances shall be construed as the attendance at, or presentation of, grievances at the formal steps in the grievance procedure.
- I. Witnesses for either party may be requested to attend any step of this procedure. If the witness is an on duty employee, such employee may be called without loss of pay.

Section 8.4 Time Limits

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

To the end of encouraging thoughtful responses at each Step, the grievant and the Administration's designated representative may mutually agree, at any Step, to time extensions, but any such Agreement must be in writing and signed by both the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent in writing.

All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Section 8.5 Grievance Procedure

A. Informal Procedure

An employee who believes he may have a grievance shall notify his shift commander or supervisor of the possible grievance within seven (7) days of the occurrence or the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

B. Formal Procedure:

Step 1

If the dispute is not resolved informally, it shall be reduced to writing by the grievant and presented as a grievance to the Chief or his designee within seven (7) days of the informal meeting or notification of the supervisor's decision at the informal step, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer in writing within five (5) days of the meeting.

Step 2

If the grievant is not satisfied with the written decision at the conclusion of Step 1 a written appeal of the decision may be filed with the Safety Director within seven (7) days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The Safety Director shall consult with the Mayor prior to rendering a decision. The Safety Director, or his designee, shall issue a written decision to the employee and his representative, if any, within seven (7) days of the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration.

Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made within twenty-one (21) days following either the receipt of the disposition of the grievance or the lapse of twenty-six (26) days following the grievant's submission of the Grievance Report Form to the Safety Director under Step 2, whichever occurs first. Within ten (10) days the parties will meet to attempt to mutually agree upon an arbitrator. If such Agreement is not reached, the parties will promptly request the Federal Mediation Conciliation Service to submit a panel of arbitrators and will choose one (1) by the alternative strike method.

The arbitrator shall not have the power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one (1) grievance on the same hearing days(s), except by mutual written Agreement of the parties. The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his decision. The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of a subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on duty employees in attendance exceed two (2) employees.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed, unless a time extension is mutually agreed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8.6 Representatives

The Labor Council may designate not more than (1) grievance representative per shift. From among these grievance representatives, the Labor Council may appoint a chairman. The Labor Council shall notify the Chief in writing of the names of the grievance representatives and the Grievance Chairman within thirty (30) days of their appointment.

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the employee in investigating and processing grievance.
- B. Replacing a grievance representative who is absent or unavailable.

- C. General supervision and coordination of grievances in process on behalf of the Labor Council and of grievance representatives.
- D. Act as liaison between the Employer's representatives and the Labor Council on matters concerning grievances and this procedure.

The Grievance Chairman or his alternate shall be allowed to attend one (1) grievance seminar per calendar year (if one is held) to help develop skills in this area. The employee so released shall be allowed to change his days off to coincide with the seminar.

The Grievance Chairman shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall notify his supervisor in advance of such duties.

Section 8.7 Miscellaneous

- A. In the event the Labor Council determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure on his own.
- B. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- C. No employee may be represented in this grievance procedure by any Union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc. of its affiliates.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.
- E. The forms for processing grievances shall be made available through the Chief's office, the Safety-Service Director's office and the Labor Council.

ARTICLE 9 RULES AND REGULATIONS

Section 9.1 Rules and Regulations

The City agrees that Rules and Regulations of the Police Department shall be furnished to all members of the Bargaining Unit in written form.

To the extent possible the City agrees that amendments to the Rules and Regulations shall be provided to all members of the Bargaining in written form seven days in

advance of their implementation. Any member of the Bargaining Unit may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its work rules, policies or directives.

ARTICLE 10 INVESTIGATIONS AND DISCIPLINE

Section 10.1 Internal Investigations

- A. Prior to any questioning, an employee who is being interviewed shall be advised of his criminal rights and/or administrative rights, whichever is applicable under the circumstances.
- B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, he shall be given a reasonable opportunity, of not more than forty-eight (48) hours, to consult with an appropriate Labor Council representative and/or an attorney before being required to answer questions.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferably during, or immediately after his working hours.

Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

- D. Any interrogations of employees under this Article shall be tape recorded by the Department at the request of either party. The employee will be offered the opportunity, upon written request, to listen to and make personal notes to verify the accuracy of a tape made of this interview. If a transcript of the tape is made by the Department, the employee will be provided a copy of such transcript.
- E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence, then the complaint shall be classified as unfounded and no further action will be taken.
- F. An employee who is notified, in writing, that he is charged with violating a Department rule and regulation as a result of an internal investigation shall be provided access to his transcripts, reports, records, lists, and tapes pertinent to

the charges if such are to be used in the Department pre-disciplinary hearing on the charges(s) involved.

- G. Every reasonable effort will be made to complete noncriminal investigations within forty-five (45) workdays of the filing of the complaint. If a time extension is necessary to complete the investigation, the concerned employee will be informed, in writing, no more than forty-five (45) days after the complaint was filed of such time extension and the specific reasons necessitating such time extension. Thereafter, the concerned employee will receive a status report every thirty (30) workdays. Any employee who has been under investigation shall be informed, in writing, of the results of the investigation at its conclusion.
- H. The City shall not, in the course of an investigation, obtain evidence through the use of threats, coercion or promises.
- I. In the course of internal investigations, a Bargaining Unit member may be given a polygraph examination upon execution by the employee of the standard American Polygraph Association release form, only if the member is within the primary focus of the investigation, a known witness to an incident which precipitates the investigations, or at the member's written request directly to the Chief of Police. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual Agreement. No polygraph examination may be given without the advance permission of the Safety-Service Director. The results of this examination shall not be used in any subsequent criminal action unless agreed to by both parties prior to the giving of such examination.

Section 10.2 Disciplinary Procedure

- A. No employee shall be reduced in pay or position, suspended or removed, or given a written reprimand, except for just cause.
- B. The principles of progressive disciplinary action will be followed with respect to offenses of misconduct. Normal progressive discipline will consist of an oral warning, written reprimand, and suspension prior to dismissal except in cases of misconduct which require a more severe penalty to be imposed.
- C. The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. The City agrees not to suspend, demote or discharge an employee without first conducting a pre-disciplinary hearing. This hearing is to be held between the City, the employee, and a Labor Council representative if the employee so desires. Hearings where practical shall be conducted at hours reasonably

related to the employee's shift, such as during, immediately before or immediately after his working hours.

- E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 11 PERSONNEL FILE

Section 11.1 Personnel File

There shall be only one official personnel file maintained in the office of the Safety Director (Director). The City Auditor also keeps files for payroll purposes only.

- A. Every member shall be allowed to review his personnel file at any reasonable time upon written request. A member may also authorize his attorney to review the personnel file. Such request shall be made to the Director and review of the file shall be made in the presence of the Director or his designated representative.

Personnel records shall be deemed confidential records except as otherwise provided by law.

- B. Any member may copy documents in his file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.
- C. If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Director explaining the alleged inaccuracy. If the Director concurs with the member's contentions, he shall remove the faulty document. If the Director disagrees with the member's contention; he shall attach the member's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents. To the extent applicable the provisions of this Section shall serve as a substitute for the provisions of Chapter 1347 O.R.C.
- D. Except for routine hiring materials and workers compensation claims materials, no document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.
- E. Written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after the date of the incident for which such reprimand was given provided no further disciplinary action has occurred. Records of suspension, demotion or discharge shall cease to have force and effect or to be considered in future discipline matters four (4) years after their

effective date, providing there are no intervening disciplinary actions taken during that time period. Outdated disciplinary records shall be removed from the personnel file in accordance with the records retention policy of the City of Hillsboro.

- F. The Chief may retain private written notes of a supervisor to document an oral reprimand, but such notes shall not be placed in a member's personnel file or other official records of the City.
- G. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

ARTICLE 12 LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings.

In the interest of sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 12.2 below. Normally, meetings held within this Article will be upon request of either party. No more than three (3) representatives of the Labor Council, three (3) employee representatives of the City and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings. The Chief shall be a member of the City Committee and the Mayor may attend as well.

Section 12.2 Agenda.

The party requesting the meeting shall furnish an agenda and the names of the Labor Council Employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the City which may affect Bargaining Unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Labor Council representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety and training matters.

Section 12.3 Time at Meetings and Responses.

Labor Council employee representatives attending Labor/ Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses to items raised will be submitted to the requesting party within ten (10) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 13 TRAINING AND WORKING CONDITIONS

Section 13.1 Firearms Training

The City shall have sole responsibility to set and maintain minimum standards for the use of firearms. The City shall continue to be responsible for the cost of said training.

Section 13.2 Lunch Periods

Each employee of the Bargaining Unit shall be granted a one-half (1/2) hour meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard workday schedule.

Section 13.3 Proficiency and Training

- A. Physical fitness and knowledge of procedures shall be tested at least once per year pursuant to guidelines agreed upon and set forth in writing by the Labor/Management Committee. If an employee shall fail the proficiency test hereunder, shift supervisors shall provide remedial training and retest the employee until such time as proficiency is demonstrated.
- B. Training for the Department. Employees are required to attend one training exercise in the spring and one in the fall. The employee will be paid for two hours of work at the rate in Article 16.

Section 13.4 Physical Examination, Disability Separation.

Employees shall take one physical examination per year covering evaluation of weight, eyesight, hearing and cardiovascular system, to evaluate ability to fulfill duties pursuant to guidelines agreed upon and set forth in writing by the Labor/Management Committee. The Employer shall pay for the physical examination before a physician and such results shall be immediately provided to employee and kept strictly confidential. If the employee is found to be unable to perform the essential duties of

the position, the employee shall be eligible to apply for disability retirement, retirement or other benefits as set forth by law. The City may, in its discretion, seek a separation under OAC section 123: 1-30.

ARTICLE 14 SENIORITY

Section 14.1

“Departmental Seniority” shall be computed on the basis of uninterrupted length of continuous service in the employ of the Hillsboro Police Department, regardless of classification.

1. The following situations shall not constitute a break in continuous service:
 - a. Absence while on approved paid leave of absence or while on FMLA;
 - b. Absence while on disability leave;
 - c. Military leave; and
 - d. A layoff of twenty-four (24) months duration or less

2. The following situations constitute breaks in continuous service for which seniority is lost:
 - a. Discharge or removal for just cause;
 - b. Retirement;
 - c. Layoff for more than twenty-four (24) months;
 - d. Failure to return to work within ten (10) calendar days of a recall from layoff;
 - e. Failure to return to work at the expiration of leave of absence; and
 - f. A resignation (employees who transition from Dispatcher to Police Officer will not be required to tender a resignation breaking service with the Hillsboro Police Department for the purpose of this section).

3. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.

Section 14.2

“Classification Seniority” shall be computed on the basis of the total uninterrupted length of continuous service time in rank at the Hillsboro Police Department with the exception of the following.

1. Sergeants who return to the rank of police officer, either voluntarily or involuntarily, will be receive credit for their years of service as a police officer with the City of Hillsboro prior to their promotion and shall be placed accordingly within the classification.

ARTICLE 15 HOURS OF WORK AND OVERTIME

Section 15.1 Intent

This article is intended to define the hours of a workday, hours of a workweek and to define the basis for the calculation of overtime.

Section 15.2 Workday and Workweek

A workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate rotation of shifts, a workweek shall consist of five (5) workdays and two (2) consecutive days off. Permanent shifts shall continue for the life of this Collective Bargaining Agreement for Police Officers and Sergeants. Dispatchers shall remain on their 6 week rotating shift schedule. The dispatcher assigned to the swing shift will not be included in the 6 week rotation. If a majority of the dispatchers decide in the future to go to a permanent or longer shift assignment they have the right to meet with management and discuss this option. Shift cycles for Police Officers and Sergeants shall be four (4) months. Shift cycles shall be January 1 through April 30; May 1 through August 31; and, September 1 through December 31. Beginning November 1, 2007, shift bidding shall be done on November 1 for each of the shift cycles. Shift assignments will be made based upon rank seniority as defined in section 14.2 of this agreement.

In the event it is necessary, the Chief shall retain the flexibility to reassign individuals to a different shift for performance-related issues. No such reassignment shall be arbitrary. In the event an individual's reassignment requires another officer to be reassigned/bumped to another shift, the Chief shall first seek volunteers. If no employee volunteers to be reassigned/bumped, the Chief shall reassign/bump the individual with lowest seniority to another shift. In the event the reassignment is made less than thirty (30) days prior to the next rotation schedule, the individual shall remain subject to the Chief's shift assignment. No person may be bumped/reassigned as a result of the Chief's decision to reassign an employee to another shift for performance issues more than once per calendar year.

Section 15.3 Overtime – Compensatory time

All hours actually worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at one and one-half (1 ½) times the employees regular straight-time

hourly rate, or in lieu of overtime an employee has sole discretion to select to take compensatory time at the rate of one and one-half (1 ½) times the hours of overtime worked. The choice of compensatory time or overtime compensation shall be requested in writing.

Compensatory time will be granted by the Chief of Police, after receiving such request, at a time mutually convenient to the employee and employer, and which does not cause overtime. The denial of the use of Compensatory time is not subject to grievance under Article 8 of this agreement. Compensatory time will be taken in one (1) hour increments. Employees may have no more than eighty (80) hours of compensatory time banked at any given time.

The City may, in its sole discretion, once per year upon the written request of a bargaining unit employee allow the employee to cash out the employee's compensatory time, if the City believes there is a justified need. The City failing to cash-out the employee's compensatory time will not be the subject of a grievance.

Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

Section 15.4 Call-In Pay

"Call-in" occurs when a supervisor specifically requests an employee return to work after completion of his regular schedule but before he is scheduled to return to work.

When an employee is called in, he shall be paid at the appropriate hourly rate for the time worked but no less than two (2) hours for such call-in.

Section 15.5 Hours Actually Worked

As a direct result of an interest arbitration FMCS No 86K/30214 decided by Abigail Modjeska, Esq., all paid time off will be considered active pay status for the purposes of calculating overtime.

Police Memorial Day will not be considered active pay status, however if or when this becomes a national holiday it will become active pay status along with all the other holidays addressed in this Collective Bargaining Agreement.

Section 15.6 Court Time

For each appearance, while off duty, employees shall be paid at one and one-half (1 - 1/2) times the regular hourly rate for the actual hours at court but no less than two (2) hours for such appearance. Any court appearance beginning within two (2) hours of an employee's regular scheduled work time shall be paid for the actual time in court at the overtime rate.

Court time begins one hour prior to the scheduled court appearance. Example: The employee is scheduled for a motion to suppress at 10:00 a.m., the court show up begins at 9:00 a.m., and will conclude when the employee is released from court.

Section 15.7 Work Schedule

An employee's work schedule is defined as the employee's regular shift assignment. Except for emergencies, changes in an employee's work schedule shall be posted seven (7) days in advance.

Section 15.8 Overtime Opportunities

The Administration shall use reasonable efforts to rotate overtime opportunities among qualified bargaining unit employees. Employees who show up for an overtime assignment shall receive one and one-half (1 ½) times their regular rate of pay for actual hours worked but no less than two (2) hours for each show up. The City may use reserves or Special Officers to accomplish the work in a cost effective manner, so long as it does not displace a current full time employee.

Section 15.9 Pyramiding

There shall be no pyramiding of pay for the same hours worked.

ARTICLE 16 WAGES

Section 16.1 Wage Steps

A. Effective January 1, 2019, all employees covered by this agreement shall be paid in accordance with the following schedule which reflects a 0% increase:

Classification	Step 1 (Start)	Step 2 (6 Months)	Step 3 (1 Year)	Step 4 (2 Years)	Step 5 (9 Years)	Step 6 (13 Years)
Dispatcher	\$18.76	\$19.63	\$20.33	\$21.14	\$21.46	\$21.87
Dispatcher I				\$22.19	\$22.51	\$22.84
Dispatcher II				\$23.21	\$23.47	\$23.93
Dispatcher III				\$23.85	\$24.17	\$24.56
Patrolman	\$20.32	\$20.88	\$21.76	\$22.81	\$23.12	\$24.54
Patrolman I				\$23.95	\$24.28	\$24.67
Patrolman II				\$25.08	\$25.42	\$25.82
Patrolman III				\$25.74	\$26.14	\$26.50
Sergeant	\$23.95	\$25.11	\$25.20	\$25.26	\$25.46	\$25.85
Sergeant I				\$26.50	\$26.74	\$27.19
Sergeant II				\$27.79	\$28.00	\$28.40
Sergeant III				\$28.51	\$28.78	\$29.17

Section 16.2 Step Increases.

The parties agree that step increases shall be based on continuous City of Hillsboro service in the Police Department. Class I, Class II, and Class III advances shall be based on educational incentives as described in Article 31 Educational Incentives. Employees promoted or transferred shall be placed in the appropriate Class and Step with full credit for all previously earned educational incentive and all continuous service with the City of Hillsboro in the Police Department. Employees who qualify for a Class or Step increase shall receive the base pay increase the first full pay period after qualifying.

Section 16.3 Shift Differential

In addition to the above wages all Bargaining Unit members shall receive the following shift differential:

<u>Shift Assignment</u>	<u>Shift Differential</u>
Second Shift	\$0.25 per hour
Third Shift	\$0.25 per hour

Shift differential shall be paid for all hours worked during such shift. Shift differential does not apply to court time or overtime unless such court time or overtime is during the shifts identified. Shift differential will not be paid for compensatory time, vacation time, or sick time.

Section 16.4 Biweekly Pay

Bargaining unit members shall be paid on a biweekly basis.

Section 16.5 Lead Dispatcher

The City agrees to recognize one dispatcher as the Lead Dispatcher. The Lead Dispatcher will be selected based on experience and being the most qualified applicant. Among other responsibilities, the Lead Dispatcher shall be the agency TAC. The Lead Dispatcher shall be compensated an additional \$0.50 an hour over his/her regular rate of pay.

ARTICLE 17 LONGEVITY PAY

Section 17.1 All Bargaining Unit members who were originally hired by the City of Hillsboro prior to November 26, 2013 shall receive longevity as follows:

<u>Years of Service</u>	<u>\$ per year</u>	<u>Annual</u>
4	90.00	\$360
5	90.00	\$450
6	90.00	\$540
7	90.00	\$630

8	90.00	\$720
9	100.00	\$900
10	100.00	\$1000
11	100.00	\$1100
12	100.00	\$1200
13	100.00	\$1300
14	110.00	\$1540
15	110.00	\$1650
16	110.00	\$1760
17	110.00	\$1870
18	110.00	\$1980
19	120.00	\$2280
20	120.00	\$2400
21	120.00	\$2520
22	120.00	\$2640
23	120.00	\$2760
24	130.00	\$3120
25	130.00	\$3250
26	130.00	\$3380
27	130.00	\$3510
28	130.00	\$3640
29	130.00	\$3770
30	130.00	\$3900

Section 17.2

Bargaining Unit members shall receive longevity payments in an annual lump sum payment to be made on the second Friday of November. The City may, in its sole discretion, make this payment earlier than the second Friday of November if a request is made by a bargaining unit member and the City believes there is a justified need. The City failing to grant an early payment will not be the subject of a grievance.

Section 17.3 Continuous Service Required.

Longevity is based on years of continuous service with the City of Hillsboro. A resignation that may be required for a dispatcher to move to the position of police officer, or police officer to move to the position of dispatcher shall not be considered a break in service for the purpose of this section.

Section 17.4 Longevity Eliminated.

All Bargaining Unit members who were originally hired by the City of Hillsboro after November 26, 2013 shall not be eligible to receive Longevity Pay.

ARTICLE 18 HOLIDAYS

Section 18.1 Holidays

All full-time dispatchers shall receive the following paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday, January
Presidents Day	3 rd Monday, February
Memorial Day	last Monday, May
Independence Day	July 4 th
Labor Day	1 st Monday, September
Columbus Day	2 nd Monday, October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday, November
Christmas Day	December 25 th

Dispatchers shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding a legal holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, hospitalization, approved sick leave, or leave for death in the immediate family and such leave has been approved by the appropriate authority.

Bargaining Unit members working the third shift on the evening of the holiday shall observe and receive their paid holiday on the day preceding the legal holiday.

Section 18.2 Holidays Rescheduled or Observed. All full-time police officers shall receive, in lieu of scheduled holidays, rescheduled time off. Each employee shall be entitled to ten (10) days or eighty (80) hours scheduled during each completed year of service. Such time shall be with pay at the employee's normal hourly rate of pay. Employees beginning or severing their employment during the calendar year shall receive a pro rata of the rescheduled time off. Rescheduled time shall not accumulate or be carried over from year to year. In the event the federal government recognizes National Police Memorial Day, all department employees shall receive time and one-half if working that day.

Section 18.3 Work on a Holiday. All Bargaining Unit members required to work on a holiday shall receive one and one half (1 ½) hours pay for all hours worked during the holiday.

If any City employee is granted holiday time above that which is defined in this article, bargaining unit employees will receive the same benefit under the terms defined above. In the event the additional day occurs in the last quarter of the calendar year, employees shall be permitted to carry over the time into the following year.

ARTICLE 19 VACATIONS

Section 19.1 Amount of Vacation

Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

Years of Continuous Service	Vacation Time
After one (1) year of completed service	one (1) week
After two (2) years of completed service	two (2) weeks
After five (5) years of completed service	two (2) weeks, 1 day
After six (6) years of completed service	two (2) weeks, 2 days
After seven (7) years of completed service	two (2) weeks, 3 days
After eight (8) years of completed service	two (2) weeks, 4 days
After nine (9) years of completed service	three (3) weeks
After ten (10) years of completed service	three (3) weeks, 1 day
After eleven (11) years of completed service	three (3) weeks, 2 days
After twelve (12) years of completed service	three (3) weeks, 3 days
After thirteen (13) years of completed service	three (3) weeks, 4 days
After fourteen (14) years of completed service	four (4) weeks
After fifteen (15) years of completed service	four (4) weeks, 1 day
After sixteen (16) years of completed service	four (4) weeks, 2 days
After seventeen (17) years of completed service	four (4) weeks, 3 days
After eighteen (18) years of completed service	four (4) weeks, 4 days
After nineteen (19) years of completed service	five (5) weeks, 1 day
After twenty (20) years of completed service	five (5) weeks, 2 days
After twenty-one (21) years of completed service	five (5) weeks, 3 days
After twenty-two (22) years of completed service	five (5) weeks, 4 days
After twenty-three (23) years of completed service	six (6) weeks
After twenty-four (24) years of completed service	six (6) weeks, 1 day
After twenty-five (25) years of completed service	six (6) weeks, 2 days

Section 19.2 Vacation Eligibility

In order to be eligible for vacation and pay, an employee who, as of his anniversary date of employment, has been continuously employed by the City for at least one (1) year. Vacation leave must be taken within the twelve (12) months following the employee's anniversary date, and must be accrued prior to being taken. Vacations are scheduled in accordance with the workload requirements of the Police Department.

Section 19.3 Vacation Scheduling

Vacation scheduling shall be arranged with the prior approval of the Chief of Police and/or the Safety Service Director. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of departmental seniority.

Patrol Officers and Sergeants shall bid for their annual vacation based upon their seniority according to their shift assignments. Dispatchers shall remain on a rotating shift schedule and will bid on their vacation preference independent of the Patrol Officers and Sergeants. Only one Dispatcher can be on vacation at any one time, however, it is expected that a minimum of three personnel may be scheduled off on vacation for any one twenty-four hour period.

Seniority shall determine who receives their vacation request in the event several members from the same shift request vacation for the same time. Vacations are selected at the end of the previous calendar year. Vacations are selected by seniority, with the senior employee on each shift selecting two weeks of vacation, then next senior employee selects two weeks. Then the senior employee on shift has the opportunity to select two more weeks, and the rotation continues until employees have exhausted their available vacation time. After an employee has selected their weeks of vacation, no senior employee can "bump" another employee from those weeks previously selected based on seniority.

Vacations during the "Festival of Bells" on or about Independence Day annually, in the month of July shall be approved by the Chief. During the Festival not more than one employee per shift can be on vacation at any time, however it is agreed that the Chief of Police may designate a continuous seventy-two (72) hour period during the "Festival of Bells" during which no Bargaining Unit Member may schedule vacation time. The designation of the 72 hour period will be made at the time vacations are scheduled at the end of the prior calendar year consistent with the above procedure.

Section 19.4 Additional Considerations

- A. Annual Conversion. At the end of each vacation year, a member in full-time status shall be paid for any vacations balances in excess of the maximums fixed by this Article upon certification by the appointing authority that due to emergency work requirement, it is not in the best interests of the City to permit a member to take vacation leave.
- B. Payment at Separation. A member in full-time status who is to be separated from the City employment through removal, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the City. However, in the case where a member is removed by the City, no compensation will be given for a period of time in which the member's conduct is proven to have caused the removal.
- C. Payment at Death. When a member dies while in paid status during City employment, any unused vacation leave to his credit shall be paid in lump sum to the surviving spouse, or to the estate of the deceased.
- D. Scheduled Vacation Preference. Regularly scheduled annual vacation shall take precedence over casual vacation time. Any employee who takes

vacation time of five (5) days or more shall be able to do so in conjunction with his regular days off.

- E. Vacation Leave Increment. Vacation leaves may be taken in multiples of one (1) day up to thirty (30) consecutive days.
- F. Maximum on Leave. More than one (1) Bargaining Unit member may be on vacation leave at one time, except where otherwise prohibited in Section 19.3 paragraph 4.

Section 19.5

Vacation credit may be accumulated up to a maximum of one half of each calendar year to a maximum of two years accrual.

<u>Annual Accrual</u>	<u>Accumulation Maximum</u>
80	160
120	240
160	320
180	360
200	400
240	480
256	512

Section 19.6 Prior Service Credit.

Bargaining Unit members with prior service in a State of Ohio qualified Agency shall be credited their prior service credit for the purpose of vacation accrual at the completion of their first year of service unless they are a retire-rehire then ORC 9.44 (C) applies. The current State of Ohio retirement Agencies are PERS, PERS/LE, STRS, PFDPF, OSHPRS. The State retirement systems will occasionally change their title, PFDPF is as of this narrative considering a new name. This language is intended to include any qualified State of Ohio retirement system approved by the State of Ohio and IRS.

ARTICLE 20 INSURANCE

Section 20.1 Health Insurance

The City shall continue to offer to each bargaining unit employee medical and hospitalization insurance coverage, pursuant to the same terms and conditions as insurance is offered to all other City employees, except where such terms and conditions are expressly modified by this Article. The City shall provide the same or substantially similar level of benefits (including employee co-pays) for medical and hospitalization insurance coverage as the prior years' insurance plan.

Section 20.2 Employee Contribution.

The Employee will be required to pay 15% of the applicable insurance premium in for the duration of the Agreement, regardless of plan type. In no event will bargaining unit employees pay more towards their insurance premium than any other City employee.

For the duration of the Agreement, the City's HSA contribution will be 55% of the applicable deductible. City contributions will be made no later than the first pay period of the year.

In the event the City offers a Health Reimbursement Account (HRA), the City will be responsible for the first 55% of the applicable deductible for the duration of the Agreement.

In no event will bargaining unit employees pay more for health insurance than any other city employee.

Section 20.3 Waiver of Coverage.

Bargaining unit employees who decide not to enroll in the City's medical and hospitalization insurance coverage plan and provide the City with written proof of alternate coverage, shall receive payment in the amount of \$175.00/\$500.00 per month for single/all other coverage, whichever is applicable as declined coverage for the contract year in question. Employees who elect not to enroll or opt out after either the HSA contribution has been made will have the City's January payments made to their health savings account deductible re-designated as their monthly payments and will reimburse the City the portion of the deductible that the City paid into said bargaining unit employee's HSA that has not been used to pay qualifying HSA expenses that otherwise are covered by the City's medical and hospitalization insurance coverage, or a pro rata portion based upon the months in the plan whichever is less. Said bargaining unit employee shall provide to the City proof of qualifying expenses in order to determine the amount of medical and hospitalization expenses that have been incurred by the bargaining unit employee. Employees will NOT be required to provide proof for anything protected under the Health Insurance Portability and Accountability Act (HIPPA).

Section 20.4 Life Insurance

The City will furnish each employee covered by this Agreement a life insurance policy in the amount of \$20,000 with an A-D&D feature of a like amount at no cost to the employee.

Section 20.5 Vehicle and Liability Insurance

The City shall continue to provide vehicle and professional liability insurance, at least to the current levels.

Section 20.6 Dental Insurance

The City shall furnish a policy of dental insurance available through its present insurance carrier for a cost of up to \$40.00 per member per month, which quote is not yet binding upon the carrier. In the event the cost of said insurance exceeds the \$40.00 per member per month, the member shall pay the excess amount. The City may purchase the same or better coverage through another carrier provided the cost is less than that available from the present carrier.

ARTICLE 21 LEAVES

Section 21.1 Injury Leave

Any employee who is disabled because of an injury suffered in the performance of law enforcement activities on behalf of the City, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.

Injury leave shall be available during a period of 60 workdays from the date of the injury. After 60 workdays from the date of injury, absences due to such injury shall be charged to sick leave.

An employee requesting injury leave shall upon request by the Employer, submit to an examination by the City physician who shall determine the extent of the disability.

Granting of injury leave is contingent upon the employee filing for Worker's Compensation and reimbursing the City with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.

The Employer at his sole discretion may require that an employee whom requests injury leave will apply to BWC for medical benefits only, and not lost income benefits.

The Employer at his sole discretion may extend the injury leave beyond 60 workdays for the employee.

Section 21.2 Sick Leave

Sick leave may be requested for the following reasons:

- A. Illness of the employee or injury/illness, death of his/her immediate family.

For the purposes of this Article, the "immediate family" is defined as only: mother, father, brother, sister, aunt, uncle, child, spouse, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of a parent. However, the Employee may be required to submit documentation and/or an explanation as to why the employee's presence is necessary. The parties recognize that there are other potential needs for sick leave usage, and in those circumstances the Employer may

at their sole discretion grant sick time based on the circumstances and individual needs. The Employer's discretion is final.

- B. Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of employee or such examinations or treatments to a member of his/her immediate family, where the employee's presence is reasonably necessary.
- D. Childbirth, and/or related medical conditions.
- E. Injury of the employee after "Injury Leave" has expired.

Notice to Supervisor.

An employee requesting sick leave shall cause notification to his/her immediate supervisor or other designated person, of the fact and the reason one (1) hour prior to the time he/she is scheduled to report to work on each day of absence - unless other arrangements have been made with the supervisor. The employee will submit to such medical examination, nursing visit or other inquiry the City deems necessary at the City's expense.

Sick Leave Exhausted.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees, who have exhausted sick leave and vacation leave may, at the discretion of the Safety Director be granted an unpaid personal leave of absence in accordance with 123:01-33-02 of the Administrative Code.

Accumulation of Sick Leave.

For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status may be defined as hours worked, hours on approved paid leave, and hours on paid sick leave). The amount of sick leave time any one employee may accrue is according to See. 124.38, Revised Code.

Charging of Sick Leave.

Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Reassignment.

Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached his normal assigned position.

Proof of Illness.

The Safety Director and/or Chief may require an employee who has been absent in excess of three (3) working days due to personal illness or off duty injury, as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish his ability to perform his normal duties.

Credit Upon Retirement.

Previously, accumulated sick leave of an employee who has separated in good standing from the City may be placed to his credit upon reinstatement. An employee who transfers from another department shall be permitted to transfer unused accumulated sick leave.

Conversion at Retirement from the City or Death.

All employees, with ten (10) or more years of continuous City of Hillsboro service, will be eligible for payment of accumulated sick leave at time of retirement or any separation prior to disciplinary action which could result in termination up to a maximum one-third not to exceed four hundred (400) hours. When employees pass away while in active employment, the surviving spouse, or others, may be eligible to receive sick leave payment for which the decedent would otherwise have qualified, in accordance with Section 2113.04 of the O.R.C.

Section 21.3 Bereavement Leave

Employees shall be granted bereavement leave time off with pay and which shall not be charged against sick leave, as follows:

- A. In the event of the death of a member of the immediate family as defined in Section 21.2 A. including step equivalents and grandparents, and spouse, grandparents, grandchild, mother-in-law, grandparent-in-law, father-in-law, siblings-in-law, son-in-law, step parents, step siblings, stepchildren, person who stands in place of a parent or guardian, Bargaining Unit members will receive up to four (4) days bereavement leave.
- B. Bargaining Unit members may use three (3) days bereavement leave, sick leave for the death of any person/s not specified in paragraph A of this Section may be granted at the sole discretion of the Employer and such discretion is not subject to the grievance procedure.
- C. Employees will be permitted with proper authorization to take additional days for funeral leave, when necessary, which shall be charged against accumulated sick leave.

Section 21.4 Medical Examinations and Disability Separation

- A. Examinations of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.
- B. Examinations are intended to guard the health and safety of employees and will be ordered when, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.
- C. Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline.
- D. If an employee, after examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including, but not limited to, worker's compensation, if eligible).
- E. Employees who have been determined by an examination as unable to perform the material and substantial duties of their position may submit the report or results of an examination by a practitioner of the employee's choosing with the cost borne by the employee. If the two (2) examinations differ in their conclusions as to the employee's ability to perform the material and substantial duties of his position then the attending examiners shall appoint a third neutral examiner to conduct an examination whose findings shall be considered final.
- F. If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability separation. Such actions may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and the substantial duties of his position. The Employer shall have the right to have the employee examined by a practitioner of the Employer's choice. If the results of these examinations differ then the differences shall be subject to the review process of paragraph five of this Article. The right to reinstatement shall last for a period of one (1) year. If the employee does not return within that period, he shall be deemed permanently separated.
- G. The Employer shall have the right to have the employee examined by a practitioner of the Employer's choice. If the results of these examinations differ then the differences shall be subject to the review process of paragraph five of this Article. The right to reinstatement shall last for a period of one (1) year. If the employee does not return within that period, he shall be deemed permanently separated.
- H. Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

Section 21.5 Military Leave

Eligible employees shall be entitled to a military leave of absence consistent with terms established in Ohio and/or federal law.

Section 21.6 Leave of Absence

Upon the written request of a permanent employee, the Safety Director may grant the employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the Police Department by improved performance, or for other related reasons shall not exceed two (2) years.
- C. An employee shall submit to the Chief pertinent information relating to the training for which the leave is requested
- D. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- E. Upon completion of a leave of absence the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- F. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.
- G. An employee on leave does not earn sick or vacation leave credit.
- H. If it is determined that an employee is not actually using the leave for the purpose specified, the City may cancel the leave and provide the Employee with written notice directing the employee to return to work, and take such disciplinary action the City deems appropriate.

Section 21.7 Personal Days and Sick Leave Incentive.

Every employee of the Police Department shall have four (4) personal days separate and apart from vacation or sick leave.

Any employee in an active pay status who does not utilize sick leave for any one hundred twenty (120) consecutive calendar day period shall be entitled to one (1) paid absence day. Paid absence days off are subject to approval based upon the workload requirements of the Employer and shall not be unreasonably denied. Any Bargaining Unit member may donate sick leave to any other City employee. Donation of sick leave to another shall not count against the donating employee for the purpose of this section of the agreement.

The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred twenty (120) calendar days later. Paid absence days must be taken within one (1) year of the date of earning, if not taken within one (1) year, the day shall be paid to the employee.

Sick leave usage due to maintenance, or preventative medical appointments, such as an annual physical examination, or a six-month dental check will not be considered sick usage, although such sick hours will be deducted from the employee's accrual. (This is limited to 3 hours, anything over three hours is counted as usage.) Sick leave as a result of injury leave or funeral leave shall not impact on a Personal Day.

Section 21.8

A. Family and Medical Leave

Family and Medical leave and Amendments will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The Employer uses a twelve (12) month rolling year that starts with the request for FMLA and ends twelve (12) months later. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his/her own serious health condition;
2. To care for his/her spouse, child or parent who has a serious health condition; or
3. Because of the birth, adoption or foster placement of a child.

The employee's available paid sick leave (sick leave and vacation) may be used and would not be included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical leave may apply for disability leave pursuant to the provisions of this Article.

B. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Academy of Medicine of Greater Cincinnati.

Employee Responsible for Request.

It is the employee's responsibility to request a disability leave since leave is not granted automatically when the employee's sick leave has expired.

Return to Work.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work. The Employer may require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found unable to physically or mentally perform essential functions of his position by such physician shall be placed on Disability Leave as described above.

ARTICLE 22 CLOTHING ALLOWANCE

Section 22.1 Initial Issue

The City shall provide for new employees of the Police Department, including dispatchers, uniforms during the 1st year of service and no clothing allowance may be used. The Chief shall request the items needed. The first year there will be no carry over, because the City is to furnish these items as needed.

In order to obtain the allowance, the employee must first submit a requisition approved by the Chief, then obtain a purchase order number from the Auditor.

All uniforms and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and equipment.

Section 22.2 Allowance

After completion of one (1) years service, each police officer shall receive seven hundred dollars (\$700) per year for uniform purchases.

After completion of one (1) years service, each dispatcher shall receive six hundred dollars (\$600) per year for uniform purchases.

Any funds credited to an employee's account and not used by the employee in any calendar year, shall be carried over to the following year in the employee's account providing that the employee's account shall be no more than twelve hundred dollars (\$1,200) total.

Section 22.3 Schedule of Parts

The following items may be purchased as needed from the yearly uniform allowance.

	Police Officer	Dispatchers
Trousers	X	X
Trousers, Tan (1 pair)	X	X
Shirts, Winter	X	X
Shirts, Summer	X	X
Shirts, Polo	X	X
Ties	X	X
Tie Clasp	X	X
T-Shirts (Black "crew" neck)	X	X
Socks (dark blue or black)	X	X
Shoes/Boots	X	X
Belt	X	X
Jacket, Winter/Summer	X	X (No insignia permitted)
Cap with Rain cover	X	
"Ball" Style Cap	X	
Gloves	X	
Insulated underwear	X	
Uniform Sweater/Pullover	X	X
Holster	X	
Gun Belt	X	

Other Duty related items may be purchased with the approval of the Chief of Police.

All other items will be supplied by the City and shall be replaced by the City, as needed, provided wear or damage was not due to employee negligence. The City shall also replace Gun Belt and all required equipment on the Gun Belt as needed, provided wear or damage was not due to employee negligence, however as listed above the employee may purchase these items at any time with the uniform allowance if so desired.

The City shall have the right to determine what combinations of uniforms and equipment may be worn for the different shifts or different seasons.

Any changes in the uniform or equipment shall be furnished by the City with no deductions from the employee's account.

With the approval of the City, employees assigned to plain clothes may be permitted to use said uniform allowance for the purchase of shirts, slacks and sport coats.

Newly hired employees shall receive the following initial issue:

	Police Officer	Dispatchers
Short sleeve shirts	3	3
Long sleeve shirt	3	3
Polo Shirts	1	3
Pants	3	3
Tan Pants	1	3
Ties	2	2
Tie Bar	1	1
Set Collar Brass	1	1
Name Tag	1	1
Jacket	1	1
Shoes/Boots	1 pr	1 pr
Badge	1	1
Hat badge	1	
Duty hat	1	
Duty Hat Cover	1	
Breast badge	1	
I.D. badge with I.D. card	1	
Ticket box	1	
Posse box	1	
Issued Duty pistol	1	
Holster	1	
Handcuffs	1 set	
Cuff case	1	
Gun belt	1	
Ammo pouch	1	
Extra magazines	2	
Canister pepper spray	1	
Holster for pepper spray	1	
Radio	1	
Radio holder	1	
Off Duty Holster	1	
Off Duty Cuff Case	1	
Off Duty Magazine Pouch	1	

ARTICLE 23

WORK OUT OF RANK

Section 23.1 Officer in Charge

In the absence of a ranking supervisor or a written appointment from the Chief of Police, or his designee, the senior officer on shift will be the officer in charge of the shift.

Employees who perform such duties for at least two (2) hours shall be compensated at Five percent (5%) above the employee's base rate of pay or higher rank's rate of pay, whichever is greater for all hours including the first eight hours within the same pay

period. The higher Ranks Pay rate is defined as the pay rate of the supervisor in which is being filled in for.

Example 1) Patrol Officer working 3 pm - 11 pm shift works as the OIC on Tuesday when the Sergeant called in sick and on Thursday and Friday, the Sergeant's days off. This Patrol Officer shall receive 24 hours pay for Tuesday, Thursday and Friday at a rate equal to 105% of the officer's base rate or the Sergeant's base rate of pay, whichever is greater.

Example 2) Same Patrol Officer works as OIC on Monday and Tuesday, the Sergeant's days off; he shall receive 16 hours pay at a rate equal to 105% of the officer's base rate of pay or the Sergeant's base rate of pay, whichever is greater.

Example 3) A Sergeant works in place of the Captain while he is in training on Monday, Tuesday and Wednesday; said Sergeant shall receive a rate equal to 105% of the officer's base rate or the Captain's base rate of pay, whichever is greater, for 24 hours for Monday, Tuesday, and Wednesday.

Example 4) Patrol Officer works as OIC on Tuesday for 2 hours, and does not work as OIC for the rest of the pay period. Patrol Officer will not receive any OIC compensation.

ARTICLE 24 MISCELLANEOUS ECONOMIC

Section 24.1 Copies

The City will provide each employee, at no cost to the employee, a copy of this Agreement within forty (40) days from the date this Agreement is ratified by both parties. The City and the Labor Council shall split the costs.

Section 24.2 Expense Reimbursement

The City shall reimburse employees for all job related expenses, including meals, while working on special assignments. The employees must submit necessary receipts along with the request for payment.

Section 24.3 Manpower

The City agrees to make every reasonable effort to keep the police department up to full strength, as determined by the City, to help ensure the safety of the officers on duty and to provide proper service to the City residents.

Section 24.4 Mileage

The City agrees to compensate mileage to all Bargaining Unit members for use of their personal vehicle for training or business. Mileage shall be compensated as measured from the City Building at the current City standard.

Section 24.5 Accident in Private Vehicle

Employees authorized to use their private vehicle for City business, or for training shall be reimbursed for the insurance deductible not to exceed five hundred (\$500.00) dollars.

Section 24.6 Travel for Training

Employees required to attend training outside Highland County shall be compensated according to Article 15, Hours of Work and Overtime for such travel time. If overnight facilities are provided at the training site, employees shall receive travel time for the first and last date of training only.

ARTICLE 25 OBLIGATION TO NEGOTIATE

Section 25.1 Obligation

The Employer and the Labor Council acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective Bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 25.2

Therefore, for the life of this Agreement, the Employer and the Labor Council each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 26 RESIDENCY

Section 26.1

- A. It is the goal of the City to employ individuals in the following order: first, residents of the City of Hillsboro; second, residents of Highland County; and third, residents of the State.
- B. All Police Department employees, as a condition of employment because of call outs and emergencies, are required to maintain residency in the State of Ohio and to report immediately in writing to the Mayor any change in address.
- C. Each employee of the Police Department shall provide himself with a telephone so they may be reached while off duty.

ARTICLE 27

COMMUNICABLE DISEASES

Section 27.1 Information of Communicable Diseases.

Upon written request, Bargaining Unit members shall be provided with information on all communicable diseases to which he may have routine workplace exposure. Information provided to Bargaining Unit members shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The City shall develop, within ninety (90) days of the execution of this Agreement, a written communicable diseases policy and along with any revisions to said policy disseminate to all Bargaining Unit members a copy of the policy and all revisions.

Section 27.2 Hepatitis B.

The City recognizes that Bargaining Unit members come in contact with individuals infected with the hepatitis B virus and that the member may be at increased risk for acquiring hepatitis B infection. All Bargaining Unit members have the right to be vaccinated for hepatitis B. Such vaccinations shall be made available, at no cost to the Bargaining Unit member, for those members who desire it. The City shall develop a written policy and procedure for administering the vaccination program.

Section 27.3 Exposure to Blood or Bodily Fluids.

If a Bargaining Unit member sustains a significant exposure to the blood or body fluid of another person being handled or transported, the member may request notification of exposure to a contagious or infectious disease.

The Bargaining Unit member may submit a written request for notification to the health care facility or coroner who receives the person. The written request must include: the name, address and telephone number of the member; the name of the member's supervisor and complete name of the employing organization, the date, time, location, and manner of exposure. The request for notification is valid for ten (10) calendar days, and may be renewed, if necessary, by resubmitting a second complete request.

If, at the end of the ten (10) calendar day period of the request, no test has been performed, no diagnosis has been made, or the results of any applicable tests are negative, the facility or coroner must notify the member accordingly.

If a contagious or infectious disease is diagnosed, or confirmed by a positive test result, the facility or coroner must give oral notification to the member within two (2) calendar days of such findings. A written notification must follow the oral notification within three (3) working days. The oral and written notification of positive results or diagnosis must include: the name of the disease, its' signs, symptoms and incubation period, the modes of transmission to others, appropriate prophylaxis, treatment and counseling for the disease.

If the person has been transferred to another facility, the City shall request the original receiving facility or coroner to assist the member in securing the requested information from the facility now treating the person.

Section 27.4 Exposure to HIV.

Any Bargaining Unit member who believes he may have been exposed to HIV while dealing with another person in the performance of his duties may bring an action in a probate court for an order compelling another person to undergo HIV testing pursuant to Section 3701.24 of the Ohio Revised Code.

Section 27.5 Requirement to Report Exposure.

All Bargaining Unit members must report any suspected job related exposure to their immediate supervisor. This alleged exposure is then to be recorded on the appropriate report form, developed by the City, and permanently maintained in the Bargaining Unit member's personnel file according to the procedure as outlined by the City.

Section 27.6 HIV Testing.

If a Bargaining Unit member has sustained a significant exposure, (puncture wound or splash), to the blood or body fluids of another, a medical workup shall be completed for the member. If, after said workup, it is determined that HIV antibody testing is appropriate for the member by a physician, the following testing guidelines shall be followed:

HIV antibody testing shall be performed at each of the following time intervals:

Within seventy two (72) hours of the incident.

Three (3) months after the incident.

Six (6) months after the incident.

Testing results shall be strictly confidential. The Bargaining Unit member shall also be given the option of anonymous testing and may be referred to an Ohio Department of Health Counseling and Testing Site.

Section 27.7 Positive HIV Test.

In the event that the above tests are performed and the results are positive, the member shall be given the Western Blot Test. The City shall pay all costs for testing of the Bargaining Unit member. There shall be no releasing of the test results prior to the Western Blot Test to anyone other than the physician and the member.

In the event a positive test occurs in the Western Blot Test, the results shall be kept completely confidential between the physician and the member until such time it is finally determined that the member is actually infected.

Section 27.8 Confidential Records.

In the event of such a final determination, the results shall be kept completely confidential between the physician, the member, and the City.

Section 27.9 Aids, Separation.

If, as a result of the above provided physical examination, it is determined that a Bargaining Unit member is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the Employee may:

- A. Continue to work until he is physically unable to do so; or
- B. Be put on injury leave for up to ninety (90) days, and then sick leave, if necessary, pending the approval of his retirement by the Pension System.

Section 27.10 Separation.

In the event the City elects to place the Bargaining Unit member on injury leave and then sick leave prior to the member actually becoming incapacitated and, if, as a result of such early removal from duty, the member exhausts his sick leave prior to the approval of his retirement, the City shall grant the member enough additional sick leave to keep the member on full pay status until his retirement is approved or the employee is unable to perform the essential functions and is disability separated.

Section 27.11 Offset of Payments

In any instance where the Bargaining Unit member is receiving pay pursuant to the above provisions and such pay is not the result of the member utilizing accumulated leave credits, the City will be entitled to an offset against wages paid by other received payments.

Section 27.12 Costs of Tests for HIV and AIDS.

All costs associated with any and all AIDS tests administered pursuant to this Article, shall be borne by the City.

ARTICLE 28 POLICE MEMORIAL DAY

In the event the Police Memorial Day is declared a National or State of Ohio holiday, the Police Memorial Day holiday will be provided to the bargaining unit members.

ARTICLE 29 RETIREMENT

Section 29.1 Badge, Credentials and Gun.

Retired employees in good standing, shall be permitted to retain their department credentials, badge and service weapon. The Employer may exercise the option to stamp said credentials with the term "Retired".

Section 29.2 Time to Meet with Retirement System.

Employees within twelve (12) months of retirement shall be allotted a maximum of one (1) working day to be deducted from sick time to travel to P.E.R.S./O.P.&F. and correlate any retirement affairs. In the event the Employee chooses not to retire at the time of their initial visit, the employee will be permitted to use one (1) other working day to be deducted from sick time to correlate retirement affairs. No more than two (2) such days will be permitted per employee. Verification of attendance may be required by the Employer.

In the event that the employee declines to retire, any leave time taken regarding this article shall be converted to any authorized paid leave from accumulated compensatory time, vacation time, compensatory or holiday leave time available to the employee. The paid absence day in this article is a one per career usage.

ARTICLE 30 TUITION AND EDUCATION ASSISTANCE

The Employer, and the employees recognize the benefits of continued formal education for professional growth and development. In order to assist the employee, the Employer will authorize an annual budget of two thousand dollars (\$2000.00) to be utilized for the sole purpose of tuition assistance, for Bargaining Unit members of all three (3) bargaining units. Such money will be available on a first come basis.

In order to qualify for tuition assistance Bargaining Unit members shall:

- A. Submit a request to the Chief of Police prior to the start of any course for which reimbursement is sought. Requests for reimbursement will not be unreasonably denied upon successful completion of the course.
- B. The course work pursued must be related to the criminal justice field, or be a tier/core/required course leading to a formal degree from an accredited academic institution.
- C. The employee will absorb all initial fees and will submit proof of attendance upon completion.
- D. The employee must maintain a minimum of a 2.0/C average on a 4.0/A scale where applicable. In the event of a pass/fail grading system the employee must maintain a passing grade.

The maximum reimbursement possible for a degree program per course shall be:

A average	100%
B average	80%

C average 60%

- E. Bargaining Unit members may trade shifts for academic purposes with prior approval and such trade/release shall not cause an overtime situation for the City.
- F. When funds allocated for this program are depleted the benefit will cease to exist for that fiscal year.

ARTICLE 31 EDUCATION INCENTIVES

Section 31.1

Bargaining Unit members whom have completed two years continuous City of Hillsboro service shall receive for professional law enforcement related training and education the following education incentives:

CLASS I

350 hrs of advanced training.
For dispatchers completion of 911 training or APCO Training.

CLASS II

Associates Degree or 700 hrs of advanced training

CLASS III

Bachelor's Degree or 1000 or more hrs of advanced Training

Section 31.2

Immediately upon qualifying as defined in Section 31.1, employees shall be paid the appropriate base rate of pay as defined in Article 16 Wages.

ARTICLE 32 SAVINGS CLAUSE

Section 32.1 Conflict of Laws.

Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the FOP/OLC shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 33 LAYOFF AND RECALL

Section 33.1 Reasons For Layoff And Notification Of Layoff

The Employer may lay off employees for lack of funds, lack of work, or job abolishment. The Employer shall notify the Union and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Either the Union or the Employer may request a meeting to discuss the layoffs. If a request is made to discuss the layoffs, such meeting will occur.

Section 33.2 Layoff and Period of Recall

The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of rank seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees may displace into positions in other bargaining units according to their departmental seniority, provided they are qualified to work in that classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twenty-four (24) months from date of layoff.

Section 33.3 Recall Notification

The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 33.4 Time Limits for Recall and Return From Layoff

The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 33.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 33.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 34 DISPUTE RESOLUTION

Section 34.1 Bargaining Impasse

The parties of this Agreement may by mutual agreement elect to bargain an additional issue under the guidelines of ORC 4117, Collective Bargaining for Ohio Public Sector. Failure to reach an agreement, the issue dies until the expiration of the current Agreement at which time either party may re-approach the issue as they deem necessary during subsequent negotiations.

ARTICLE 35 WAIVER IN CASE OF EMERGENCY

Section 35.1 Emergencies Declared.

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the County Sheriff, or the Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement shall automatically be temporally suspended:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignments of employees.

Section 35.2 Grievances Suspended.

Upon the termination of the emergency, should a grievance exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance to which they, the grievance(s) had properly progressed prior to the emergency.

ARTICLE 36 SUBSTANCE ABUSE TESTING

Section 36.1 Purpose of Policy

The purpose of this policy is to assure employees are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol.

The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with the objective to maintain a drug and alcohol free workplace. To further our commitment to maintaining a drug and alcohol free workplace in order to provide a safe work environment for employees and safe service delivery to the public, it is our policy to:

- A. Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner,

- B. Conduct pre-employment, reasonable suspicion, and post-accident drug and alcohol testing, and
- C. Encourage employees to seek professional assistance any time alcohol or drug use adversely affect their ability to perform their work assignments.

Section 36.2 Employees Covered

This policy applies to all employees covered by this agreement.

Section 36.3 Prohibited Conduct

- A. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol. Employees must not consume alcohol:
 - 1. On the job, during hours of work, during city meal periods (paid or unpaid), or during city rest periods, or
 - 2. Up to four (4) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.
 - 3. Employees may not work under the influence of alcohol.
 - 4. No employee will be disciplined for being unable to report to a call-in due to alcohol consumption.
 - 5. The Chief of Police reserves the right to authorize alcohol consumption for investigative purposes.
- B. Alcoholic beverages may be served at City organized and hosted functions only with the express written consent of the Mayor or Safety Service Director or their designee. Employees working at the function are not to consume beverages while on duty. Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages as long as this is done in proper moderation and with decorum.
- C. "Controlled substance" means those substances identified as such in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by 21 CFR 1300.11 through 1300.15.

Employees must not voluntarily consume any controlled substance without a prescription from a licensed doctor of medicine or osteopathy or a licensed dentist or like profession authorized by the State of Ohio to issue prescriptions. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

- D. Employees must not refuse to take a required drug or alcohol test. Refusal to take a test will be considered a positive test for the purposes of this policy and may result in disciplinary action.
- E. Employees must not be under the influence of or in possession of alcohol or drugs while on duty and must not carry/store drugs or alcohol in any vehicle in which they are a passenger while on duty. This does not apply when such alcohol or drugs is being possessed for evidentiary purposes or investigative purposes.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Hillsboro workplace. An employee convicted of violating a criminal drug statute in the workplace must notify their supervisor no later than five working days after such conviction.

Section 36.4 Legal Drugs

The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor prior to the use of any medication which may adversely affect their ability to perform their job. In such case, the employee may be assigned to perform work that can be safely performed while using such medication or placed on sick or other paid or unpaid leave. Unpaid leave will only occur if employee is out of sick time, vacation time, comp time, personal days, or other paid time off. If reasonable suspicion exists that an employee is under the influence of an illegal substance or alcohol, a reasonable suspicion test will be conducted. This information shall be handled in a confidential manner, the same as any other medical information.

Section 36.5 Drug/Alcohol Testing

Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released by the City or agent acting on behalf of the City to a third party for use in a criminal prosecution against the affected employee, except as otherwise required by law. The City conducts the following types of drug/alcohol testing to determine if employees are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion, and post-accident. In addition, employees are tested prior to returning to duty after a positive drug or alcohol test and subject to follow-up testing conducted during the course of a rehabilitation program recommended by a substance abuse professional. A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

The City shall test for the following drugs: marijuana, amphetamines, opiates, phencyclidine (PCPO) and cocaine. An initial drug screen is conducted on each specimen. For those specimens that are not negative, a confirmatory gas chromatography/mass spectrometry (GC/MS) test is performed. The test is considered positive if the amounts present are above the minimum thresholds established in 49 CFR

Part 40.

An alcohol concentration of .04 or greater is considered a positive alcohol test, and a violation of this policy.

If a drug or alcohol test produces a positive result, the City may take such actions as authorized in Section 36.6 herein. Sick leave and/or other paid leave may be used while participating in a rehabilitation program. Otherwise, the employee will be placed on leave without pay until return to work following a negative alcohol/drug test and authorization by SAP (Substance Abuse Professional as defined in Section 36.6).

A. Pre-Employment Testing

The City of Hillsboro performs drug and alcohol testing on potential employees after a confidential offer of employment.

B. Reasonable Suspicion Testing

Reasonable suspicion that an employee used or is using a controlled substance alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking. The employee is responsible for notifying the City, within five working days, of any drug-related conviction.
4. Information provided by reliable and/or credible sources or independently corroborated regarding any employee's substance abuse;
5. Evidence that an employee had tampered with a previous drug test; and
6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

The City representative must make a written record of the observations leading to a drug or alcohol test within twenty-four (24) hours of observed behavior or before the test results are reported, whichever is earlier. The City will attempt to provide a copy of this written record within a timely manner, not to exceed

seventy-two (72) hours, within receipt of the report of the observed behavior or before the test results are reported.

Testing under this section may be for drugs or alcohol or both.

Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and testing of condition. In such case the employee shall be transported by City personnel to the sample collection location and to his/her home. Employees with a negative drug test and/or alcohol test below 0.04 will be returned to duty if not otherwise in violation of this policy.

C. Post-Accident Testing

Post-accident testing will be conducted on employees whenever an accident occurs. An "accident" is an unplanned, unexpected, or unintended event that occurs on City property, during the conduct of City business, during work hours, or which involves a City motor vehicle or motor vehicles used in conducting City business, or is within the scope of employment, and results in any of the following:

1. A fatality of anyone involved in the accident; or
2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment.
3. Vehicular damage in apparent excess of \$2,000, or
4. Non-vehicular damage in apparent excess of \$2,000.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both. If a dispute exists as to whether the apparent damage in excess of \$2,000 exists, the Safety-Service Director, or designee, shall make the final determination as to whether testing is necessary.

D. Drug/Alcohol Testing After an Accident

Urine specimen collection (for drugs) or breath/saliva collection (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after sixteen (16) hours from the time of employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than four (4) hours after the accident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grant the City the right to request that attending medical personnel obtain appropriate specimens (breath or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees grant the City access to any

and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment.

Any employee involved in an accident must refrain from alcohol use for four (4) hours following the accident, or until he/she undergoes a post accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test. The City reserves the right to determine who may have caused or contributed to an employment-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

In the event an accident occurs at any location outside the City of Hillsboro, it is the City's responsibility to make all arrangements for compliance with this policy. It is understood that compliance with this policy is an administrative responsibility and the employee bears no responsibility if policy is not properly implemented by supervisors once they have been notified.

E. Return To Duty Testing

Any employee who has tested positive on a drug and/or alcohol test, and how was afforded the opportunity to return to work, must test negative for drugs and/or alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

F. Follow Up Testing

Any employee who has tested negative On a return to duty drug and/or alcohol test and been returned to duty shall be required to undergo frequent unannounced drug and alcohol testing during the period of time recommended by the Substance Abuse Professional. A maximum of four (4) follow-up tests shall be conducted within the twelve (12) months following the violation, which period may be extended up to one (1) additional year. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.

G. Who Pays for Testing

The City shall pay for all reasonable suspicion, post accident, return to work, and follow up drug and alcohol tests for employees. Employees shall reimburse the City through payroll deduction for all employee requested confirmatory tests.

H. Refusal to Submit to Testing

A refusal to comply with a request for testing, submission of false information in

connection with a test, or any attempt to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal shall include and inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

I. Random Drug Testing

The Employer reserves the right to administer random drug/alcohol testing consistent with the procedures outlined in this Article. An employee must only submit to one (1) random test per calendar year.

Section 36.6 Drug/Alcohol Treatment

Employees who have completed probation and who test positive for the presence of illegal drugs or alcohol will be referred to a Substance Abuse Professional (SAP) for evaluation, and may be subject to disciplinary action. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders. The SAP will evaluate the employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse or misuse of alcohol.

Under certain circumstances, including a positive drug and/or alcohol test, an employee may be required to undergo treatment for substance abuse. After the employee's return to duty after such evaluation and/or treatment, he/she must follow the rehabilitation program prescribed by the SAP, pass a return to duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of at least one (1) year as determined by the SAP or as required by applicable law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or return to duty, shall be subject to disciplinary action, up to and including termination of employment.

Section 36.7 Employee-Requested Confirmation Testing

An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless second test invalidates the first, at which time the City will bare the cost of the second test.

The method of collecting, storing, and testing the split sample will follow Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will be accepted only if the delay was due to document able facts that were beyond the control of the employee.

Section 36.8 Confidentiality.

Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Mayor's office. The reports or test results may be disclosed to the City Manager and Chief of Police and shall be disclosed to the tested employee.

The City may disclose information required to be maintained pertaining to an employee to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

ARTICLE 37 CANINE OFFICER COMPENSATION

Section 37.1 Canine Officer Responsibilities. It is the Canine Officer's responsibility to feed, bathe, maintain a clean living environment, keep secure, and provide all health care needs for the assigned canine. It is also the Canine Officer's responsibility to ensure the well-being of the assigned canine's health and to be cognizant of any health issues that could affect the canine's ability to perform the duties assigned. The Canine Officer shall, in addition to their regularly scheduled shift, be compensated for canine maintenance (grooming, home care, etc.) at a rate of eight (8) hours of pay per pay period at the applicable rate in accordance with this agreement. The Canine Officer may choose to receive the eight (8) hours of compensation in the form of pay, compensatory time, or any combination of the above.

Section 37.2 Employer Costs. The Employer shall be responsible for all charges that arise from veterinary bills, feed, yearly registration fees and all vaccinations required with prior approval. The dog shall be registered in the name of the City until Section 37.7 becomes operative. The Employer shall also pay the kennel costs to house the canine while the Canine Officer is on vacation leave and is unable to care for and maintain the canine.

Section 37.3 Training. Regular biweekly training sessions with the other area handlers will be accommodated by modifying the Canine Officer's scheduled shift on those days so that the training would occur during the officer's regularly scheduled shift. When a regular biweekly training session falls on the Canine Officer's scheduled off-day, the officer would be entitled to be paid at one and one-half (1-½) times his regular rate of pay for attending the training; such overtime would be subject to the Call In provisions of this Agreement.

Section 37.4 Adjustment of Shifts. On regularly scheduled non-training days; the Canine Officer's regular shift may be scheduled to begin at a time appropriate to the officer's duties as canine officer notwithstanding any other contract provisions. It is agreed that all non-training work shifts will begin at the same time subject to the scheduling provisions of the Agreement.

Section 37.5 Full Compensation. It is agreed that the provisions outlined above in Sections 1 through 4 fully compensate the Canine Officer for all off-duty tasks associated with the assignment as Canine Officer including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.

Section 37.6 Minimum Time as K-9 Officer. In consideration of the investment, which the City has made in the Canine Officer's training and any improvements to the officer's private real estate, an assigned Canine Officer, agrees to continue as the City's Canine Officer for a minimum term of five (5) years unless the City agrees to waive that requirement. Although the City will not ask an assigned Canine Officer to waive the officer's rights to test for any promotional opportunities for which the officer might qualify, it is agreed that an assigned Canine Officer will continue to serve as Canine Officer should the officer be promoted during the term of the officer's five (5) year agreement.

Section 37.7 Canine Determined Unfit. Should the canine become unfit for service in Police Department operations at any time, ownership of the canine shall be offered to the Canine Officer without charge. At such time, the Canine Officer shall no longer be compensated in any manner for care of the canine and, if the officer accepts ownership, the officer shall assume all costs of ownership.

Section 37.8 Management Rights. The City reserves all management rights set forth in this Agreement as they relate to the canine officer program. Management may establish rules and regulations for the program not addressed by the agreements above. The City in its sole discretion may discontinue the canine program at any time.

ARTICLE 38 DURATION

Section 38.1. The provisions of this Agreement shall be effective upon execution by the parties, except as otherwise specifically provided, and shall remain in full force and effect from January 1, 2019 through December 31, 2021.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall either be by certified mail with return receipt requested or electronically. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. All other provisions of ORC 4117 shall apply unless otherwise mutually agreed upon.

Section 38.3. The parties agree that upon the written request of either party, the terms of Article 16 Wages, Section 16.1; Article 20 Insurance, Sections 20.1, 20.2 and 20.3; and Article 23 Work out of Rank, Section 23.1 shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings.

The parties agree that only Article 16 Wages, Section 16.1; Article 20 Insurance, Sections 20.1, 20.2 and 20.3; and Article 23 Work out of Rank, Section 23.1 are subject to re-opening no earlier than February 1, 2020 for calendar years 2020 and 2021.

The parties waive the provisions of 4117.14(G)(11) only in regard to matters of compensation or with cost implications which may be awarded by a conciliator in accordance with Chapter 4117 O.R.C. and agree that the conciliator may award wage increases or other or other matters with cost implications in fiscal year 2020, on or after January 1, 2020. The timeline provisions of ORC section 4117.14(G)(11) provides:

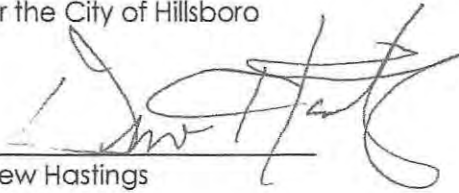
"Increases in rates of compensation and other matters with cost implications awarded by the conciliator may be effective only at the start of the fiscal year next commencing after the date of the final settlement award;"

The parties agree that if the Fact-finding hearing is conducted on or before April 30, 2020, the effective date of the rates of compensation and other matters with cost implications may be awarded by a Conciliator in fiscal year 2020, on or after January 1, 2020. The Conciliator will be limited to only those issues which are open as of the date of the submission of the issues to conciliation and for which the parties have agreed or understood to be open and at impasse.

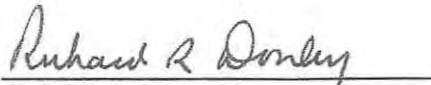
SIGNATURE PAGE

In witness whereof the parties have hereunto signed by their authorized representative(s) this 22 day of AUGUST 2019


For the City of Hillsboro



Drew Hastings
Mayor

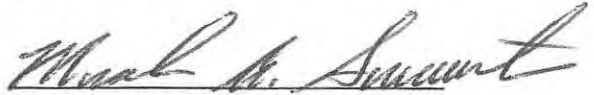


Dick Donley
Safety Service Director

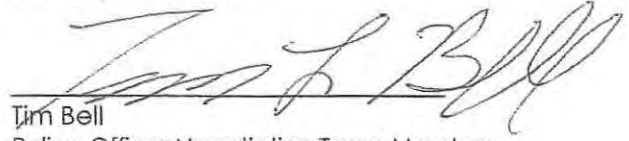


Johnathan J. Downes
Zashin & Rich

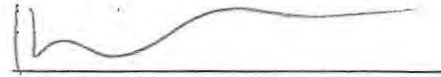
For the Fraternal Order of Police, Ohio
Labor Council, Inc.



Mark Scranton
Staff Representative



Tim Bell
Police Officer Negotiation Team Member



Katie Keeton
Dispatch Negotiation Team Member



Aaron Reynolds
Sergeant Negotiation Team Member

**Supplemental Agreement Between the City of Hillsboro and the FOP/OLC
August 22 2019**

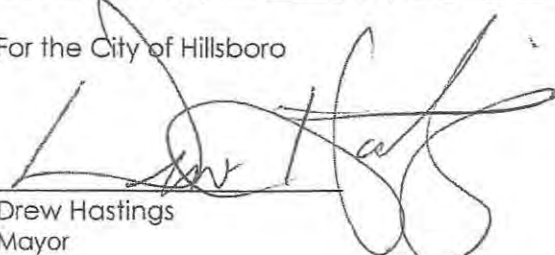
Under the provisions of - the Collective Bargaining Agreement set to expire on December 31, 2021, the parties have agreed that FOP bargaining unit employees shall receive no general increase in hourly wage rates for calendar year 2019. However, in the event the City of Hillsboro in calendar year 2019 grants a general across the board wage increase or any other lump sum bonus (excluding e.g., rate changes due to promotion, reclassification, initial hiring, established step increases, etc.) to any group of non-bargaining unit employees funded solely by the general fund, such general across the board wage increase or bonus shall be applied to FOP bargaining unit employees.

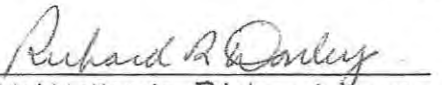
The parties agree that this Supplemental Agreement shall be in full force and effect through (sunset on) December 31, 2019 at 2359 hours and shall be subject to the grievance procedure outlined in the current Collective Bargaining Agreement during its life.


The parties further agree that this Supplemental Agreement is entered into on a non precedent setting basis and will not be used as evidence in any future negotiations, fact finder hearings, conciliations or other proceedings except for the enforcement of this supplemental agreement between the parties.

The parties have signed this Supplemental Agreement by their authorized representative(s) this 22 day of AUGUST, 2019.

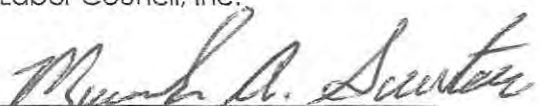
For the City of Hillsboro

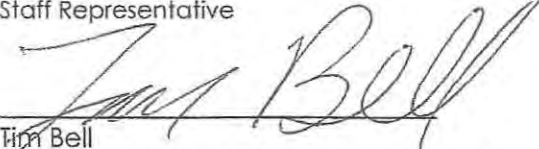

Drew Hastings
Mayor


~~Met McKenzie~~ Richard Donley
Safety Service Director

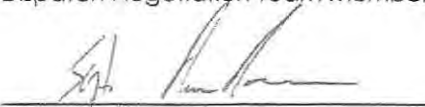

Johnathan J. Downes
Zashin & Rich

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


Mark Scranton
Staff Representative


Tim Bell
Police Officer Negotiation Team Member


Katie Keeton
Dispatch Negotiation Team Member


Aaron Reynolds
Sergeant Negotiation Team Member