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# AGREEMENT

BETWEEN

**THE CITY OF PICKERINGTON, OHIO**

AND

**THE FRATERNAL ORDER OF POLICE,  
CAPITAL CITY LODGE NO. 9**



**DECEMBER 27, 2021 THROUGH DECEMBER 23, 2024**

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## **ARTICLE 1** **AGREEMENT**

**Section 1.1. Purpose.** This Agreement which is entered into by and between the City of Pickerington, hereinafter referred to as the "Employer, " and the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the "Lodge" is entered into to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the Employer and the Lodge governing the wages, hours, terms, and other conditions of employment for those employees (hereinafter referred to as "employees" or "members") included in the bargaining units as defined herein.

**Section 1.2. Severability.** If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to law, or if by operation of law any provisions of this Agreement are invalidated, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the Employer and the Lodge will schedule a meeting at a mutually agreeable time, within thirty (30) days of either the Lodge's or the Employer's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

**Section 1.3. Sanctity of Agreement.** No changes in this Agreement shall be negotiated during its duration unless the Employer and the Lodge agree in writing to so amend the Agreement.

**Section 1.4. Past Benefit or Practice.** The Employer and the Lodge agree that, whenever possible, any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the Employer has notified the Lodge of such intention and provides an opportunity for the Lodge to provide input through discussion at a labor/management meeting. However, if the Employer makes a decision without notification that is a change in a past benefit or practice and the Lodge wishes to discuss the effects of that change, the Employer and the Lodge will meet at a labor/management meeting for this discussion and possible modification of this decision.

## **ARTICLE 2** **RECOGNITION**

**Section 2.1. Recognition.** The Employer recognizes the Lodge as the exclusive representative of all members included in the bargaining units described in the State Employment Relations Board's orders of August 28, 1997 in Case 97-REP-07-0157 (below rank of Sergeant) and September 5, 1991 in Case No. 91-REP-04-0127 (Sergeants).

**Section 2.2. Bargaining Units.** There are two (2) bargaining units covered by this Agreement. The first unit includes all full-time sworn police officers below the rank of Sergeant. The second unit includes all full-time sworn police officers who are in the rank of Sergeant and above, excluding the Chief and Commanders. All current positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units.



If any rank of full-time sworn police officers is established between the current ranks of Sergeant and Commander, the rank to be established will be the rank of Lieutenant. The Employer and the Lodge agree that this rank shall be within the Sergeants' bargaining unit, subject to approval of the State Employment Relations Board, which the Employer and the Lodge will jointly request.

**Section 2.3. Applicability.** All provisions of this Agreement are applicable to members of both bargaining units, unless otherwise stated in this Agreement.

### **ARTICLE 3**

#### **LODGE RIGHTS AND REPRESENTATION**

**Section 3.1. Reasonable Access.** The Employer shall grant reasonable access to non-employee representatives of the Lodge to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Such permission shall not be withheld unreasonably.

**Section 3.2. Grievance Chairs.** The Lodge shall designate no more than one (1) member of each Bargaining Unit to serve as Grievance Chair for its bargaining unit members. The Chair shall be recognized by the Employer. An alternate Grievance Chair shall be named to serve when the Grievance Chair is not available.

**Section 3.3. Lodge Roster.** The Lodge shall provide the Employer an official roster of its local officers, assigned Lodge Representatives, and Grievance Chairs, which is to be kept current at all times by the Lodge and shall include the following: (1) Name; (2) Jurisdictional area; (3) Lodge position held; and (4) Work address and phone number of non-employee representatives.

No employee shall be recognized as a Lodge representative until the Lodge has presented the Employer with written notice of that person's selection.

**Section 3.4. Grievance Investigation.** The writing and investigating of grievances shall be on non-work time, except where the member or Grievance Chairman has the permission of a supervisor to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the member's regular working hours.

**Section 3.5. Lodge Representation.** Rules governing the activity of Lodge representation are as follows:

- A. The Lodge agrees that no official of the Lodge, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Lodge further agrees not to conduct Lodge business during working hours, except to the extent specifically authorized herein.

- B. The Lodge representatives shall not enter any work areas of the Employer without obtaining permission from the designated representative of the Employer, and shall not conduct Lodge activities outside of the scope of the permission.

**Section 3.6. Lodge Bulletin Board.**

- A. The Employer agrees to provide the Lodge with a bulletin board, to be located outside the locker room, for the exclusive use of the Lodge.
- B. No defamatory, obscene, or politically partisan material shall be posted on the bulletin board. Material posted in violation of this Section may be removed by the Employer and the responsible party disciplined if appropriate.

**Section 3.7. Lodge Ballot Box.** The Lodge shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box in the break room for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Employer's review. Such use of a ballot box shall be limited to no more than four (4) times per calendar year.

**Section 3.8. Intra-Departmental Mail and E-Mail.** Lodge representatives shall be permitted to place a reasonable amount of Lodge mail in the individual Police Department mail receptacles of members. Such Lodge mail shall be limited to information related to Lodge business or collective bargaining representation, shall be the property of the members to whom it is addressed, and shall not be subject to review by the Employer. This section does not allow employees to use the mail receptacle for a general mailing address. Lodge representatives shall also be afforded access to the City's e-mail system to communicate with members relative to Lodge business or collective bargaining representation. No confidentiality attaches to the Lodge's use of the e-mail system and employees have no expectation of privacy on any information transmitted using the City's e-mail system.

**Section 3.9. Lodge Training.** With approval of the Chief, which approval shall not be unreasonably denied, the Grievance Chair, or alternate in each bargaining unit, shall be released from regular duties, for not more than forty (40) hours each calendar year (16 of these hours may be paid) to attend Lodge meetings and seminars, or to conduct other Lodge business which cannot be conducted during the member's normal working hours. Advance written notice must be provided to the Chief not less than seven (7) days in advance of the date requested for such release to begin. The notice shall contain the name of the member attending and the date(s) the member will be absent so the Employer may alter the work schedules to provide for adequate coverage while the member is released from duty.

**ARTICLE 4**  
**LODGE SECURITY**

**Section 4.1. Lodge Membership Dues.** Pursuant to Section 4117.09(B) of the Ohio Revised Code, the Employer shall deduct Lodge membership dues, in the amount certified by the Lodge to

the Employer, the first pay period of each month from the pay of any Lodge member requesting the same. The Employer shall deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the Employer, the first pay period of each month in which such fees and assessments are due from the pay of any Lodge member requesting the same. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate official. The Employer shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of Lodge members for whom such deductions were made. Nothing herein shall prohibit Lodge members covered by this Agreement from submitting dues, fees or assessments directly to the Lodge.

The Employer shall provide the Lodge with additional payroll deduction(s) for the purpose of the Lodge providing additional voluntary member benefits, provided the Employer's payroll accounting system possesses sufficient capacity and capability for such additional deduction(s).

**Section 4.2. Indemnification.** Except as set forth in Section 4.4, the Lodge shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this Article. Once dues are remitted to the Lodge, their disposition thereafter shall be its sole obligation and responsibility.

**Section 4.3. Termination of Deduction.** The Employer shall be relieved from making dues deductions when a member terminates his or her employment; transfers to a position outside of a bargaining unit covered by this Agreement; is laid off from work; is on unpaid leave of absence; for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Lodge dues; or revokes his or her dues authorization by written notice to the City and the Lodge.

**Section 4.4. Claims.** Neither the Lodge nor any member shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

**Section 4.5. Amount of Dues.** The amount of dues, initiation fees, and assessments to be deducted shall be certified to the Employer, in writing, by the Lodge. Changes in rates of such deductions shall be effective on the next payday from which dues are customarily deducted for which the Employer has thirty (30) days notice of the change in deduction rates.

## **ARTICLE 5** **NON-DISCRIMINATION**

**Section 5.1. Employer Pledge.** The Employer agrees not to interfere with the rights of members to become members of the Lodge; and the Employer shall not discriminate, interfere, or coerce any member because of Lodge membership or because of or regarding his or her activities as an officer or other representative of the Lodge.

**Section 5.2. Lodge Pledge.** The Lodge agrees not to interfere with the rights of a member to refrain from or resign from membership in the Lodge; and the Lodge shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Lodge.

**Section 5.3. Non-Discrimination.** The Employer and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, national origin, religion, ancestry, application for or participation in workers' compensation program, veteran's status or military status, or disability, as provided by law.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

**Section 6.1. Definition.** A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

**Section 6.2. Who May File.** A grievance may be brought by any member or by the Lodge. Where a group of members desire to file a grievance involving a situation affecting more than one member in a similar manner, one member selected by such group will process the grievance.

**Section 6.3. Grievance Processing.** All grievances must be processed at the proper step in the progression in order to be considered at the next step, unless mutually agreed to otherwise. Grievances filed by the Lodge shall begin at Step 3.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. If the Employer representative does not respond within the time set forth for a response, the grievance is deemed denied.

The grievant 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.

**Section 6.4. Timely Filing.** To be considered timely filed, a grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance occurs.

**Section 6.5. Grievance Information.** All written grievances must contain the following information to be considered:

- A. Name of grievant;
- B. Grievant's rank, if applicable;
- C. Date of incident giving rise to grievance;
- D. Date grievance is being filed in writing;

- E. Name of supervisor with whom grievance was discussed, and date of discussion, if applicable;
- F. Description of incident giving rise to the grievance;
- G. Articles and Sections of Agreement violated;
- H. Resolution requested.

The Lodge shall develop a grievance form which shall provide the information outlined in this Section. The Lodge shall have the responsibility for duplication, distribution and its own accounting of the grievance forms.

**Section 6.6. Grievance Steps.** It is the mutual desire of the Employer and the Lodge to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Lodge to resolve grievances at the earliest step possible. Whenever any time limit specified in this Article ends on a Saturday, Sunday or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday or legal holiday. In furtherance of this objective, the following procedure shall be followed:

**Step 1: Supervisor.** In order for a grievance to receive consideration under this procedure, the grievant must identify the grievance to his or her immediate Supervisor within the time limit specified in Section 6.4 on the grievance form specified in Section 6.5. The Supervisor shall investigate and provide an answer in writing directly to the grievant or a Lodge representative, if the grievant has requested Lodge representation, within fourteen (14) calendar days following the date on which the grievance was presented. A Sergeant or Lieutenant may only grant relief with the written concurrence of a Commander or the Chief.

**Step 2: Commander.** If the grievance is not resolved in Step 1, the grievant may, within seven (7) calendar days following the Step 1 reply, refer the grievance to the appropriate Commander. If the Commander hears the grievance at Step 1, the grievance shall be referred to Step 3. The appropriate Commander shall have fourteen (14) calendar days in which to schedule a meeting, if he or she deems necessary, with the grievant and Lodge representative, if the grievant has requested Lodge representation. If the grievant desires to meet with the Commander, he or she shall so state in his grievance and the request shall be considered by the Commander. The Commander shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

**Step 3: Chief.** If the grievance is not resolved in Step 2, the grievant may, within seven (7) calendar days following the Step 2 reply, refer the grievance to the Chief. The Chief shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the grievant and Lodge representative, if the grievant has requested Lodge representation. The Chief shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

**Step 4: City Manager.** If the grievance is not resolved in Step 3, the grievant may, within seven (7) calendar days following the Step 3 reply, refer the grievance to the City Manager. The City Manager shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the grievant and the Lodge representative, if the grievant has requested Lodge representation. The City Manager shall have the right to appoint a hearing officer to conduct a hearing concerning the subject matter of the grievance. The hearing officer may issue a report to the City Manager, but said report shall only be advisory. The City Manager shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

**Section 6.7. Release.** A grievant and member acting as a Lodge Representative shall be released with pay to attend a meeting or hearing held pursuant to this Article during their normally scheduled work hours.

## **ARTICLE 7** **ARBITRATION**

**Section 7.1. Lodge Notification.** The Lodge has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the Step 4 answer, the Lodge shall notify the City Manager, in writing, of its intent to seek arbitration of the grievance.

**Section 7.2. Selection of Arbitrator.** At the time the Lodge notifies the City Manager of its intent to seek arbitration of the grievance but no later than fourteen (14) calendar days thereafter, the Lodge will request the Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) labor arbitrators from Ohio. An arbitrator will be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Each party shall have the option to completely reject the list of names and request another list only once.

**Section 7.3. Conduct of Arbitration.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall expressly confine himself to the precise issues(s) submitted for arbitration and shall, absent mutual agreement of the Employer and the Lodge, have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline.

**Section 7.4. Arbitrability.** The question 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 grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 7.5. Decision Finality.** The decision of the arbitrator shall be final and binding on the grievant, the Lodge and the Employer, subject to the provisions of Chapter 2711 of the Ohio Revised Code.

**Section 7.6. Costs.** The cost for any rental of the hearing room shall be borne equally by the Employer and the Lodge. The expenses and fees of the arbitrator shall be borne equally by both the Employer and the Lodge. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both the Employer and the Lodge desire a reporter, or request a copy of any transcripts. Any member, including a member acting as a Lodge representative, whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 7.7. Decision Time Frame.** The arbitrator's decision will be in writing and shall be mailed to the designated representatives of the Lodge and the Employer within thirty (30) days from the date the record is closed unless mutually agreed by the parties.

## **ARTICLE 8**

### **INTERNAL INVESTIGATIONS**

**Section 8.1. Scope.** All internal investigations will be conducted in accordance with this Article and written policy established by the Employer not in conflict with this Article. The Employer agrees to meet with representatives of the Lodge to discuss any contemplated changes in the policy.

**Section 8.2. Procedures.**

- A. Reasonably in advance of an investigation interview, but not less than twenty-four (24) hours in advance, written notification stating the allegations made against an employee will be given to the member. The member will be provided a copy of any written allegations lodged against him or her. In addition, the member will be notified at that time whether the investigation is criminal or disciplinary in nature.
- B. Investigation interviews shall be scheduled so that the member has a reasonable opportunity, not less than twenty-four (24) hours, to obtain a Lodge representative who shall be permitted, at the request of the member, to be present during the investigation interview
- C. When, in the course of a supervisor's duties, he or she witnesses an act for which it would be reasonable to believe that disciplinary or criminal charges may result, the supervisor may conduct questioning regarding the act within that shift but the member will be allowed to wait at least one (1) hour for the arrival of a Lodge representative. The member shall be informed of the member's rights under this Article.

- D. When anonymous allegations are made against member and no corroborative evidence is obtained after an inquiry or investigation, the allegations shall be classified as unfounded. The member shall be informed of the allegations and the outcome of the inquiry or investigation.
- E. All investigation interviews may be recorded at the request of either party. Notification of the taping shall be made to the other party. Reasonably in advance of the hearing specified in Section 11.3 of this Agreement, the affected member shall receive a copy of any recordings and transcripts produced from the member's investigation interview. The party having a tape transcribed must furnish a copy to other party at least twenty-four (24) hours prior to the hearing, if the party intends to use the transcript at the hearing.
- F. No member under investigation or called as a witness shall be charged with insubordination for failing to answer questions at an investigation interview unless the member is first advised that such failure may be the basis for such charge.
- G. Until conclusion of the investigation, notification as to its status shall be provided to the member within thirty (30) calendar days and every thirty (30) calendar days thereafter until a disposition is made as to the complaint prompting the investigation.
- H. Polygraph examinations and psychological stress evaluations may be administered to a member as part of an investigation by order of the Chief. A member may be given such an examination or evaluation only if he or she is the focus of an investigation, suspected or admitted witness to an incident, or at the member's written request. Prior to giving a member such an examination or evaluation, the complainant shall be given such an examination or evaluation. If the complainant fails the examination or evaluation, the member will not be required to take such a polygraph examination or evaluation. Such examinations or evaluations shall be limited to the specific incident(s) of the investigation and shall not be used to determine misconduct outside the scope of the investigation.
- I. The requirements of this Article shall apply to members interviewed as witnesses in internal investigations.
- J. All interviews will be (1) on paid time at appropriate rate of pay; (2) held at a City-owned, leased, contracted or controlled facility or other location mutually agreed to; and (3) held at a time during or contiguous to the member's work shift.
- K. A member acting as a Lodge representative is entitled to compensation during the interview where the interview is conducted during the member's regular hours of employment.



**Section 8.3. Application.** It is understood by the parties that the minimum requirements specified in Section 8.2 do not extend to day-to-day communication which occurs between a supervisor and a member, including but not limited to, the following occurrences: performance evaluations; training; counseling sessions; work-related instructions; meetings; inquiries; or the furnishing of reports concerned with the initial investigation of an incident which does not involve the conduct of a internal investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he or she is subject to such an investigation interview, and the requirements of Section 8.2 shall apply.

## **ARTICLE 9** **MANAGEMENT RIGHTS**

**Section 9.1. Management Rights.** To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which government operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take action to carry out the mission of the public employer as a government unit.

**Section 9.2. Understanding.** The Lodge recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified by any provision of the Agreement, and as

permitted by law, shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

## **ARTICLE 10** **PROBATIONARY PERIODS**

**Section 10.1. Initial Probationary Period.** Every newly hired member will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the member receives compensation from the Employer, provided that the employee has received a certificate of satisfactory completion of the basic Peace Officers' Training Course prior to employment, and has furnished the certificate to the Employer. The probationary period will begin after the member has furnished the Employer with a certificate of satisfactory completion of the basic Peace Officers' Training Course from the Executive Director of the Ohio Peace Officer Training Council, if such training has not been completed prior to employment. The probationary period shall continue for a period of twelve (12) months. A probationary member may be terminated at any time during their probationary period without resort to the grievance procedure. The member shall have the ability to utilize the Grievance Procedure for matters other than termination. The Employer may extend the member's probation up to an additional six (6) months to allow the member to address work deficiencies identified by the Employer.

**Section 10.2. Promotional Probationary Period.** A newly promoted member will be required to successfully complete a probationary period. The probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted member may be returned to his former position any time during his probationary period.

The Employer may extend the member's probation up to an additional three (3) months to allow the member to address work deficiencies identified by the Employer.

**Section 10.3. Appointment.** No person shall be appointed as a Police Officer prior to receiving certificate of satisfactory completion of the basic Peace Officers' Training Course from the Executive Director of the Ohio Peace Officer Training Council.

## **ARTICLE 11** **DISCIPLINE AND RECORDS**

**Section 11.1. Just Cause.** No member shall be reprimanded, suspended, reduced in pay or rank, or removed except for just cause.

**Section 11.2. Progressive Discipline.** Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Normally, progressive discipline will be used for the same or similar offenses. However, if a member has three (3) or more documented disciplinary incidents, the Employer may take into account the nature of the violation, the member's record of

discipline, and the member's record of performance and conduct, without being required to take into consideration whether the incident in question is the same or similar to the other documented disciplinary incidents. The progression will at least include an oral reprimand, a written reprimand, and suspension or reduction in pay for the same or related offenses prior to reduction in rank or removal.

The Employer shall have the right, at its option, to offer a member the right to forfeit accumulated vacation leave or compensatory time in lieu of a suspension without pay. If this option is offered by the Employer and accepted by the member, the forfeiture shall be equivalent to a suspension for progressive disciplinary purposes.

**Section 11.3. Pre-Disciplinary Hearing.** Whenever the Employer determines that a member may be suspended, reduced in pay or rank, or removed for disciplinary reasons, the Employer shall notify the member in writing of the charges against the member, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations and provide the member with the opportunity for a pre-disciplinary hearing. The City Manager may designate a hearing officer to conduct a pre-disciplinary hearing. The member shall be notified of the date and time of the hearing at least forty-eight (48) hours in advance. An employee who is charged, his or her Lodge representative or Lodge attorney, may make a request for a continuance. The request shall not be unreasonably denied.

The member shall have an opportunity to respond orally or in writing to the charges at the hearing, and may be accompanied by a Lodge representative or Lodge attorney during such response. The member's representative shall have the right to call witnesses and cross-examine witnesses.

Prior to the disposition of the pre-disciplinary hearing, the member may be placed on administrative leave with pay. The decision whether to place a member on administrative leave shall be made solely by the Employer.

**Section 11.4. Hearing Attendance.** If a pre-disciplinary hearing is held, a member acting as Lodge representative shall be compensated for the time spent at the hearing where the hearing is held during the member's regular hours of employment. The member who is the subject of the discipline shall not receive compensation if the hearing is held during non-work hours.

**Section 11.5. Disciplinary Decision.** Oral reprimands shall be subject to the grievance procedure set forth in this Agreement but shall not be subject to arbitration. The City Manager shall make any decision to suspend a member for more than three (3) days, reduce a member's pay or rank or remove a member. The City Manager may delegate to the Chief the authority to impose lesser discipline.

A member may appeal a disciplinary decision directly to arbitration procedure set forth in Article 7. Such appeal must be made, with the approval of the Lodge President, within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the City Manager or the Chief. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the City Manager within this fourteen (14) calendar day period.

**Section 11.6. Disciplinary Records.** Progressive disciplinary records shall be maintained as follows:

- A. Oral reprimands may be retained for no more than twelve (12) months after the date of issuance. The record of an oral reprimand shall have no further force and effect and shall be removed from the file upon the written request of the member.
- B. Written reprimands may be retained for no more than twenty-four (24) months after the date of issuance, provided that no intervening discipline of the same or similar nature occurs within this twenty-four (24) month period, and the record of a written reprimand shall have no further force and effect, and be removed from the file upon the written request of the member.
- C. Suspensions and reductions in pay may be retained for no more than four (4) years after date of issuance provided that no intervening discipline of the same or similar nature occurs within this four (4) year period, and the record of a suspension or reduction in pay shall be removed from the file upon written request of the member. When removed from the file, it shall have no further force and effect. The Chief shall have the discretion to retain records of suspensions or reductions in pay in the member's file beyond the stated time limits for no more than an additional two (2) years if the Chief deems it appropriate due to the serious nature of the incident.
- D. Records of reduction in rank and removals shall be subject to permanent retention.
- E. Any discipline which is disaffirmed by an arbitrator shall be removed from a member's file and shall have no further force and effect, except that if a reduced level of discipline is ordered by the arbitrator, the discipline ordered by the arbitrator shall be retained in accordance with the term of this Section.

**Section 11.7. Counseling.** The Department may use an incident review memorandum to document counseling sessions. Such a memorandum is not part of the disciplinary progression and is not a progressive disciplinary record nor a documented disciplinary incident. An incident review memorandum shall be removed from the file, upon the request of the member upon expiration of a twelve (12) month period.

**Section 11.8. Access To Files.** Every member shall be allowed to review and copy any of his or her personnel file at any reasonable time upon written request to the Chief. An employee may also authorize his or her Lodge Representative or Lodge attorney to review his or her personnel file.

A member shall be permitted to review an internal affairs investigation file. However, no document in an internal affairs file which is not available for inspection pursuant to Ohio Revised Code Section 149.43 shall be made available to the member.

**Section 11.9. Challenge.** Should a member have reason to believe there are improper or inappropriate documents in his or her personnel file, the member may notify the Chief, in writing, of the alleged improper or inappropriate information. If the City does not remove the alleged

improper or inaccurate documents from the member's personnel file, the member shall have the right to submit a written statement detailing his or her objections to the materials in question, which statement shall be placed in the member's personnel file.

**Section 11.10. Performance Evaluations.** A member's signature on any performance evaluation shall be viewed only as a representation that the member has read it and shall not be viewed as a representation that the member concurs in any or all of the contents or comments therein. The member shall, receive a copy of the evaluation in its final form and nothing shall be added thereafter. The member shall be afforded the opportunity to make remarks germane to the evaluation on the form. The member will receive only one annual evaluation each calendar year.

**Section 11.11. Member's Signature.** No document which does not include as a part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the member's personnel file until the member is afforded an opportunity to sign the document and be provided with a copy. Anonymous material shall never be placed in the member's personnel file except for anonymous allegations which, after investigation, are substantiated and result in discipline.

## **ARTICLE 12** **LABOR/MANAGEMENT MEETINGS**

**Section 12.1. Scope.** In the interest of sound labor/management relations, either the Employer or the Lodge may call for a labor relations meeting, but not more than once monthly. The City Manager and/or designee(s) shall meet with not more than two (2) representatives from the bargaining units and one (1) non-employee representative of the Lodge to discuss matters set forth in Section 12.2. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items.

**Section 12.2. Agenda.** An agenda will be furnished by the party requesting the meeting at least seventy-two (72) hours in advance of the scheduled meeting with a list of the matters to be taken up at the meetings. If the Lodge requests the meeting, the names of its representatives who will be in attendance will be provided to the Employer along with such list. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the Employer which affect members;
- C. Discuss grievances which have not been processed to arbitration;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to members;

- G. Give the Lodge representatives the opportunity to share the views of members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussions may prevent the necessity of filing a grievance or otherwise resolve an item in dispute.
- H. Consider recommendations for changes from the employer or Lodge in policies, operating procedures, rules and/or regulations.

**Section 12.3. Special Meeting.** It is further agreed that if a special labor/management meeting has been requested and mutually agreed upon, it shall be convened as soon as feasible.

**Section 12.4. Responses.** Written responses reasonably requested by the Employer or the Lodge during such meetings in regard to items discussed at the meetings, shall be furnished within ten (10) days after such meetings, unless the parties mutually agree to a time extension.

## **ARTICLE 13**

### **LAYOFFS/JOB ABOLISHMENTS**

**Section 13.1. Layoffs/Job Abolishment.** When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the Lodge and the affected member(s) thirty (30) days in advance of the layoff or job abolishment. The Employer shall determine in which rank(s) layoff(s) will occur. Members will be laid off in an affected rank by reverse seniority beginning with the least senior member in the rank. A member may displace the least senior member in a lower rank not affected by the layoff. The Employer agrees to discuss with the Lodge the impact of a layoff or job abolishment on members prior to the Employer's notification to the affected member(s).

**Section 13.2. Recall.** When members are laid off, the Employer shall create a recall list. The Employer shall recall members from layoff as needed. The recall shall be according to seniority beginning with the most senior member and progressing to the least senior member. A member shall be eligible for recall for a period of one (1) year after the effective date of the layoff, which period shall be extended to two (2) years, if the laid off member retains his or her OPOTA certification.

Notice of recall from a layoff shall be sent to the member by certified mail with a copy to the Lodge. The mailing shall be to the last mailing address provided by the member. Members have an obligation to keep the Employer advised of their current mailing address.

The recalled member shall have fourteen (14) calendar days following the receipt of the recall notice to notify the Employer of his or her intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

A member who is recalled shall be reinstated at a current rate of pay to match the length of time the member was absent and all seniority, wages and benefits will be reinstated as if the member was in paid status while laid off.

**ARTICLE 14**  
**ASSIGNMENTS AND SENIORITY**

**Section 14.1. Filling of Patrol Assignments.**

All patrol shift assignments (including non-rotating consecutive days off) shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. A member who does not make his or her shift selection within twenty-four (24) hours of notification of his or her turn to select shall forfeit their right to select by seniority. Once a member has completed his or her initial probationary period, he or she shall be eligible to participate in the annual bidding for patrol assignments. Patrol shift assignments shall be made on the basis of seniority with the member having the highest seniority being given the first choice of a patrol shift assignment. Seniority will be determined in accordance with the provisions of Sections 14.2 through 14.6 of this Agreement.

Should any patrol shift assignment vacancy occur during the year and prior to October 1, there shall be one interim bidding process for that opening resulting in one (1) schedule change for one (1) officer. The vacancy shall be posted for five (5) calendar days. The most senior member responding to the posting shall be given the assignment. Subsequent vacancies occurring from the initial interim bid shall be filled, at the discretion of the Chief, by assigning the least senior member. Prior approved leave and training conflicts impacted by the interim bid shall be decided in favor of the members that did not change schedules.

The patrol shift assignment for a member assigned as a K-9 Officer shall be made at the discretion of the Chief; however, such schedule shall be set annually along the same timeline as Patrol shift bids, but such work hours can be changed to include normally scheduled hours and overtime hours to accommodate Department K-9 related duty needs.

**Section 14.2. Definition.** Seniority shall be computed on the basis of total continuous service as a sworn member with the Police Department. Total continuous service is determined by dividing the total number of non-overtime hours worked by 2080 to determine the number of years of service.

The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of one year or less;

- E. A resignation lasting less than one year; however no seniority will accrue during the period between resignation and reinstatement.

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one year;
- D. Failure to return to work within fourteen calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation lasting more than one year.

**Section 14.3. Application.** "Seniority" as defined in Section 14.2 of this Agreement shall apply wherever the term "seniority" is used in this Agreement and, except as provided in Section 14.1 of this Agreement, seniority shall apply when all other factors considered by the Chief are relatively equal.

**Section 14.4. Contrast.** "Seniority" applies only where that specific term is used and shall not be confused with "years of service" used to calculate vacation entitlement, sick leave conversion entitlement, etc.

**Section 14.5. Adjustment.** "Seniority" shall be adjusted for all time on disciplinary suspension, which time shall be deducted from the member's seniority.

**Section 14.6. Sergeants.** "Seniority" for Sergeants shall be total service in the rank of Sergeant, for the purpose of Patrol shift selection as set forth in Section 14.1 of this Agreement.

## **ARTICLE 15** **WORK RULES**

**Section 15.1. Communication of Work Rules.** The Employer shall provide all members with an electronic copy which will contain all existing work rules, policies, and regulations. If necessary, this electronic copy shall be updated on an annual basis. Changes to existing work rules, policies and regulations shall be posted at least seventy-two (72) hours (except where impracticable) prior to implementation. This posting shall be initialed by all members.

The Employer shall also provide each member with a copy of any changes to existing work rules, policies and regulations prior to implementation. This copy may be provided in writing or by electronic means.



**Section 15.2. Uniform Application.** The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of members to whom such rules are directed. Any charge that a work rule has not been applied uniformly may be the subject of a grievance.

**Section 15.3. No Limitation.** Nothing contained in this Article shall be construed in any manner as a limitation on the Employer's rights to alter its work rules, policies or regulations.

**ARTICLE 16**  
**PROMOTIONS**

**Section 16.1. Order of Promotions.** Promotions shall occur in the following order: Patrol Officer to Sergeant; and Sergeant to Lieutenant. All promotions for the rank of Sergeant shall be made from Patrol Officers eligible for promotional consideration. All promotions for the rank of Lieutenant shall be made from Sergeants eligible for promotional consideration.

**Section 16.2. Notice and Eligibility.**

A. Whenever the Employer determines that a permanent vacancy exists for the rank of Sergeant or Lieutenant, a notice of such vacancy shall be posted on the employees' bulletin board for fourteen (14) calendar days. During the posting period any eligible member wishing to apply shall do so by submitting a written application. The Employer shall not be obligated to consider any applications submitted after the posting period. Applicants who do not meet the minimum seniority or service qualifications for the job at the time the posting period is closed shall not be considered.

B. To be eligible for promotional consideration, applicants in the following ranks must have at least the following seniority in order to participate in the promotional examination process set forth in Section 16.3 of this Agreement:

<b>RANK OF APPLICANT</b>	<b>RANK OF PROMOTION</b>	<b>NECESSARY SENIORITY</b>
Patrol Officer	Sergeant	3 Years as Patrol Officer with City of Pickerington
Sergeant	Lieutenant	1 year as Sergeant with City of Pickerington

**Section 16.3. Examination.** All promotional vacancies for the ranks of Sergeant and Lieutenant shall be filled from eligibility lists established by job-related, objective and valid promotional examinations. Promotional examinations shall consist of two parts: written examination phase and a workshop phase, consisting of a work sample component and an Oral Board. The written examination phase shall be prepared and/or administered by an independent testing agency selected by the Employer. Only those applicants receiving a passing score on the examination shall be

eligible for promotional consideration. The passing score on the examination shall be determined by the City Manager prior to the examination.

**Section 16.4. Oral Board.** The Employer shall select the Oral Board which shall be composed of four (4) sworn members from police agencies, of whom no more than one (1) may be a member of the Department. If applicants from outside the Department are considered for the rank of Commander, no Oral Board member may be from the applicant's Department. All Oral Board members must be of comparable or greater rank to the rank of the promotional vacancy.

**Section 16.5. Work Sample.** The Employer shall prepare the work sample component which shall be administered by the Oral Board.

**Section 16.6. Scoring.** Each applicant shall receive a final score for placement on eligibility lists, which score shall be based on:

- (1) The written examination phase, which phase shall constitute fifty percent (50%) of the final score; and
- (2) Workshop phase, which phase shall constitute fifty percent (50%) of the final score;

An applicant shall be shown his or her scores upon written request.

**Section 16.7. Rule of Three.** For the ranks of Sergeant and Lieutenant, the Employer shall have the right to promote any of the three (3) applicants with the highest final score on the eligibility list.

**Section 16.8. Promotion to Commander.** The City commits to the philosophy of promotion from within the Police Department. Therefore, only in extraordinary circumstances will the City hire an individual from outside the Department for the rank of Commander. The City shall ordinarily fill a vacancy in the rank of Commander through promotional competitive examination pursuant to the City Code of Personnel Policies, Practices, and Procedures in effect on April 1, 2010, and as may be amended, provided that any such amendment is not in conflict with the provisions of this Article.

## **ARTICLE 17**

### **COMPENSATION/HOURS OF WORK**

#### **Section 17.1 Wage Rates**

Members shall be paid in accordance with the following rates. Effective December 27, 2021, December 26, 2022, and December 25, 2023:

<b>Police Department Hourly Wage Structure</b>			
Increase %	Effective 12/27/21	Effective 12/26/22	Effective 12/25/23
	4%	4%	4%
<b>Officer Wages</b>			
Step 1	\$29.89	\$31.09	\$32.33
Step 2	\$32.12	\$33.40	\$34.74
Step 3	\$34.34	\$35.71	\$37.14
Step 4	\$35.59	\$37.01	\$38.49
Step 5	\$36.84	\$38.31	\$39.84
Step 6	\$40.24	\$41.85	\$43.52
Step 7	\$43.62	\$45.37	\$47.18
<b>Sergeant Wages</b>			
	\$50.21	\$52.22	\$54.31
<b>Police Department Annual Wage Structure (Based upon 2080 work hours per year)</b>			
Increase %	Effective 12/27/21	Effective 12/26/22	Effective 12/25/23
	4%	4%	4%
<b>Officer Wages</b>			
Step 1	\$62,171.20	\$64,667.20	\$67,246.40
Step 2	\$66,809.60	\$69,472.00	\$72,259.20
Step 3	\$71,427.20	\$74,276.80	\$77,251.20
Step 4	\$74,027.20	\$76,980.80	\$80,059.20
Step 5	\$76,627.20	\$79,684.80	\$82,867.20
Step 6	\$83,699.20	\$87,027.20	\$90,521.60
Step 7	\$90,729.60	\$94,369.60	\$98,134.40
<b>Sergeant Wages</b>			
	\$104,436.80	\$108,617.60	\$112,964.80

\*Wage increase of 4% shall be paid from the date the contract takes effect retroactively to 12/27/2021.\*

\*A signing bonus of \$1,000.00 shall be paid to all members upon the first pay period when the contract takes effect, this is a non-compounding one-time payment\*

**Section 17.2. Steps.** A member hired as a Patrol Officer shall be placed in Step 1 upon hiring, unless agreed upon otherwise. The Employer shall have the authority to place a newly hired Patrol Officer in any step based upon the newly hired member's qualifications and experience, as determined by the Employer. A member hired in any step shall advance one step each year on the anniversary date of hire, until top step is reached.

**Section 17.3. Full-Time Hours.** The rates of pay set forth are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a bi-weekly pay period and two thousand eighty (2080) hours annually.

**Section 17.4. Overtime.** All hours worked in excess of forty (40) hours per work week shall be compensated at the rate of one and one-half (1½) times the member's regular hourly rate of pay. Regular hourly rate of pay includes straight time, shift differential, longevity, and pro-pay. Vacation days, sick leave, holiday leave, and personal days shall be considered as hours worked for computing overtime. Hours worked on a holiday for which a member receives compensation at time and one-half (1½) shall be counted in computing eligibility for overtime. No other hours which are paid at time and one half (1½) shall be counted in computing eligibility for overtime, except as provided in this Section. No hours worked for an employer other than the City of Pickerington shall be counted in computing eligibility for overtime. At no time shall any of the hours described in this section be pyramided for computing overtime.

**Section 17.5. Court Appearance Pay.** A member will be paid for any required court appearances which occur during a member's off duty hours. A member who is required to appear in Court when otherwise off duty or on approved leave shall, if possible, call the Court to determine if the member's attendance is necessary. If as a result of the call the member is required to attend Court, the member shall be compensated as provided in this Section provided a member only has one scheduled court appearance or has multiple court appearances more than three (3) hours apart, when any one court appearance is completed, the member shall be released from duty.

If the member is not required to attend Court, he/she shall be compensated two (2) hours pay, at the straight time rate, for calls made from Police Headquarters to a Court. Employees should make necessary phone calls in a manner to cause the member the least amount of inconvenience and the City the least amount of cost.

For court appearances, members will be paid a minimum of three (3) hours at one-and-one-half (1½) times the member's regular rate of pay for any court appearances that occur within three (3) hours of each other.

**Section 17.6. Call-in Pay.** When a member is ordered to report to work at a time which is not contiguous to his or her regularly scheduled shift, the member shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the member's regular rate of pay.

When training is scheduled by the Division for any member or members and scheduled at Police Division Headquarters or other facility within the City or where a member's annual physical is scheduled under Section 29.3 of the Agreement, any member regularly working first or second shift, who is required to attend the training or undergo the annual physical, shall receive a minimum of two (2) hours of call-in pay when the training or physical is not scheduled during the member's regular work hours or contiguous thereto. Any member regularly working third shift who is required to attend the training or undergo the annual physical shall receive a minimum of three (3) hours of call-in pay when the training or physical is not scheduled during the member's regular work hours or contiguous thereto.

**Section 17.7. Shift Differential.** Shift differential shall be paid at the rate of \$1.10 per hour.

Shift differential shall apply to any hours worked outside first shift hours, except that where a member is placed in overtime status during first shift hours, shift differential shall apply. The first shift commences at 7:00 a.m. or 8:00 a.m., as determined by operational needs.

Shift differential shall only be paid for hours actually worked and for court appearance pay during the hours specified above but shall not be paid for use of leave such as sick leave, vacation leave, personal leave, or bereavement leave.

**Section 17.8. Longevity Pay.**

All members shall be entitled to longevity pay after upon completion of five (5) years of full-time service. Longevity pay will be Five Hundred (\$500). An additional Fifty Dollars (\$50) shall be paid for each year of full-time service in excess of five (5) years. Payment shall be made on an annual basis on the member's anniversary date, payable after the member's fifth (5th) service anniversary and each service anniversary thereafter.

**Section 17.9. Compensatory Time.** In lieu of overtime pay as provided above, the Employer may grant a member compensatory time, at the member's request.

Compensatory time shall accrue at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked.

The maximum amount of compensatory time a member may accrue at any one time during a payroll year is forty (40) hours. Any overtime worked which would increase the member's accumulated compensatory time above this maximum bank shall be paid at the appropriate overtime rate. Compensatory time may not be carried forward from one payroll year to the next. Any compensatory time which a member has accumulated as of the end of any payroll year shall be paid to the member at the appropriate rate of pay in effect at end of the payroll year. This payment shall be paid with the wages earned during the last pay period of the payroll year.

Compensatory time off shall be granted, upon a member's request, where the use of compensatory time does not unduly disrupt departmental operations. The member must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Upon separation from employment, a member shall be paid for their accrued but unused compensatory time at his or her current regular hourly rate.

**Section 17.10. Deviation Pay.** Any deviation from a member's scheduled work hours on a scheduled work day will require the City to pay the member whose hours of work are changed at time and one-half (1-1/2) of the member's regular rate of pay for each hour of deviation, except as follows:

- A. Where the change is made at the member's request or with the member's consent;
- B. Where the change is made with at least six (6) days advance notice to the member;

- C. Where the change is a result of the member being assigned to restricted duty;
- D. Where a member is sent to a school conducted by an outside agency, and the school is of more than a 10-hour duration;
- E. Where a member is scheduled for department-wide training that requires a schedule change.

Deviation pay does not apply when a member's hours are deviated from by two (2) hours or less.

**Section 17.11. Shift Trades.** Members may trade shifts pursuant to the Employer's established policy; however, both ends of the trade must take place during the same work week period so long as the trade does not result in overtime pay to either or both members.

**Section 17.12. Detective On-Call.** Where a Detective is placed on call on a weekly basis, the Detective shall receive two (2) hours of compensatory time for being placed in on-call status.

**Section 17.13. Pension Pick-up.** The full amount of the statutorily required member contribution to the Ohio Police and Fire Pension Fund ("Fund") shall be withheld from the gross pay of members and shall be "picked-up" by the Employer and shall be in lieu of contributions to the Fund by each member. No member subject to this "pick-up" shall have the option of choosing to receive the statutorily required member contribution to the Fund instead of having it "picked-up" by the Employer or of being excluded from the "pick-up". The parties agree that the Employer will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the Employer.

**Section 17.14. FTO Pay Supplement.** Any member who is assigned as a field training patrol officer shall receive an additional two dollars (\$2.00) per hour when so assigned.

## **ARTICLE 18** **INSURANCE**

**Section 18.1. Insurance Coverage and Member Premium.** The Employer will provide comprehensive hospitalization, surgical, medical, physicians' services coverage, prescription drug coverage, vision care plan, and dental coverage in the same manner it provides insurance to non-bargaining, non-administrative City employees. Members shall pay the following monthly contribution for such coverage during the listed payroll year:

- Effective in payroll year 2022, 13% of the premium paid by the Employer.
- Effective in payroll year 2023, 13% of the premium paid by the Employer.
- Effective in payroll year 2024, 13% of the premium paid by the Employer.

If the City chooses to offer incentives to members not to be covered through the City's health care plan because they have coverage elsewhere, then the members shall be awarded the same opportunity for such incentives. Further, representatives from the bargaining units will have input and participate in the City's Insurance Review Committee. Bargaining unit employees will pay the same contribution toward the monthly premiums as non-bargaining, non-administrative City employees pay, except not greater than outlined above. The City also agrees to fund the Health Savings Account (HSA) at not less than 75% of the deductible, or the funding as non-union employees, whichever is greater.

**Section 18.2. Life Insurance.** The Employer will maintain life insurance for each member in the amount of the member's current annual wage rate, or one hundred thousand dollars (\$100,000), whichever is higher, with the Employer paying all premiums. The amount of life insurance coverage shall be doubled for member killed in the line of duty.

## **ARTICLE 19** **WORKING OUT OF RANK**

**Section 19.1. Working Out of Rank.** A member assigned by the Chief or designee to accept responsibilities and carry out the duties of a rank above that which he or she normally holds, shall be paid at the rate of the higher rank provided that the employee performs the duties of the higher rank for more than four (4) consecutive work hours, provided however, that when no Sergeants are scheduled on shift or are scheduled for less than half a shift, and the Chief or designee has not assigned an officer to work out of rank, the most senior officer shall receive working out of rank pay. The pay shall be retroactive to the first hour of the assignment.

## **ARTICLE 20** **UNIFORMS AND EQUIPMENT**

**Section 20.1. Uniformed Assignments.** The Employer shall provide all new members with all equipment and clothing (initial issue) which is required by the Employer for uniformed assignments. Detectives shall be provided with a clothing allowance on a semi-annual basis. During the first pay period of the year and the first pay period in the month of July, Detectives will receive a uniform maintenance allowance equal to one-half (1/2) of the annual uniform allowance allocated for the Detective during that year; provided that upon initial appointment as a Detective, the member shall receive the total yearly allowance immediately to enable him or her to adequately secure necessary clothing for the position.

The Detective clothing allowance shall be \$1,000.00 per year.

After the initial issue, members in uniformed assignments shall receive an annual uniform and equipment replacement allowance credit in the amount of \$1,000.00 and Detectives will receive an annual uniform and equipment replacement allowance credit in the amount of \$300.00. Such credit shall be placed with a vendor selected by the Employer effective January 1 of each year. Replacement of ballistic/stab resistant vests, or the addition of new uniform items and/or equipment, shall not be counted against the credit established in this section. Any newly hired member that has

been hired within six months prior to January 1 the following year shall receive one-half (1/2) of the allowance, \$500.00.

**Section 20.2. Detective Termination of Employment.** Detectives who terminate employment during the year, shall have their semi-annual uniform maintenance allowance pro-rated at one-sixth (1/6) of the entitled amount.

Detectives terminating service shall provide receipts for the expenditures of authorized uniforms and/or equipment made during the previous allotment. All unaccounted funds shall be deducted from the Detective's final pay.

**Section 20.3. Dry Cleaning.** The Employer, at its expense, shall provide for the dry cleaning of uniforms in a manner prescribed by the Employer. The cost of dry cleaning shall not be deducted from the uniform allowance. Dry cleaning service does not include alterations.

**Section 20.4. Repair/Replacement.** The Employer shall repair or replace all required equipment items required by the Employer which are excessively worn or rendered inoperable not due to negligence on the part of the member. Members are responsible for the repair or replacement of excessively worn, lost, damaged, or inoperable equipment which is due to negligence on the part of the member.

**Section 20.5. Return/Reimbursement.** A member must return all uniforms and equipment issued by the City upon termination except initial issue pants, shirts, and shoes. A member who voluntarily resigns his or her employment within one (1) year of initial hire shall reimburse the City for the cost of department issued body armor. A member shall not receive his or her final paycheck until such reimbursement is made.

**Section 20.6. Initial Issue.** The Employer shall provide members and the Lodge with a list of all items constituting initial issue. The list shall be kept current.

**Section 20.7. Body Armor.** Body armor will be supplied to the members during initial issuance. As needed, but not less than once every five (5) years, a member, upon request, shall be entitled to new body armor.

**Section 20.8. New Items.** If the Employer changes any items constituting initial issue and requires current members to wear or use the new items, the Employer shall furnish the newly required item(s) to the members required to wear or use such items. The Employer has the sole discretion to determine the specifications of uniforms and equipment.

## **ARTICLE 21** **TUITION REIMBURSEMENT**

**Section 21.1. Training Program Evaluation.** The City shall periodically examine current and proposed training programs in order to ensure the program's relevance to both the individual member and organizational training needs.



**Section 21.2. On-the-Job Training (OJT).** On-the-job training prepares a member to effectively perform the responsibilities required of his or her position. It allows the member to learn his or her job duties, correct procedures and expected performance levels, under the immediate direction of an experienced worker. The conduct of such training is the responsibility of supervisors under the direction of the City Manager, or designee.

**Section 21.3. Job-Related Training Programs.** Members may be required to attend job-related training programs, courses, workshops, classes, seminars, etc. If such training is required and approved by the City Manager, or designee, the expense incurred shall be paid by the City.

**Section 21.4. Seminars and Training Programs.** The City Manager, or designee, may grant leave with pay for members to attend seminars and training courses to further the member's abilities to perform his/her duties. Applications for such training leave shall be made through the Chief to the City Manager.

**Section 21.5. College Tuition Reimbursement.** The City may provide for tuition reimbursement for full-time members based upon the following criteria:

- A. The member has successfully completed his or her new probationary period;
- B. Classes must be taken as part of a degree-seeking program at an accredited institution of higher education;
- C. Budgetary appropriations have been approved; and the Chief has granted approval for the course of study prior to the member taking any classes.
- D. The degree being sought is required for a position within the City organizational structure. Any advanced degree must be directly related to the member's current position.
- E. Registration fees and textbooks for Distant Learning Programs or Internet Programs for degrees from accredited institutions of higher learning will qualify for reimbursement. Any software or hardware expenses where the student makes such a purchase for any classes, those on campus or through an off-campus program, will not be counted towards costs eligible for reimbursement.

Upon meeting these requirements, receiving a passing grade of a "B" or better, and providing documentation for grades, all registration fees, and text books, the member may be reimbursed up to \$3,000 per calendar year. No reimbursements will be made for travel, meals, and parking. All reimbursements will be consistent with all IRS regulations in effect at the time of the reimbursements for reporting a member's gross income on the W-2 form.

- F. Should a member voluntarily resign employment within three (3) years of receipt of any tuition reimbursement under Section 21.5, the member shall reimburse the City the proportionate amount of tuition reimbursement he or she received within the three (3) year period prior to separation from service. Such reimbursement may be deducted by

the City from any terminal leave pay due to the member.

Less than one (1) year .....reimburse 66%  
 More than one (1), but less than three (3) years .....reimburse 33%  
 More than three (3) years .....reimburse 0%

The above time period begins on the first day of class.

**ARTICLE 22**  
**VACATION**

**Section 22.1. Vacation Accrual.** Effective with payroll year 2022, the following shall be the vacation accrual rates for members:

AFTER COMPLETED YEARS OF SERVICE	HOURS OF ANNUAL ACCRUED VACATION	MAXIMUM ACCUMULATION HOURS
0 (at hire)	80	80
2	104	144
4	112	152
6	120	160
8	128	168
10	152	192
11	160	200
12	168	208
13	176	216
14	184	224
16	192	232
18	200	240
20	208	248

**Section 22.2. Annual and Casual Leave Scheduling.** For purposes of annual leave (except compensatory time) scheduling, leave requests which are submitted by members between January 1 and January 31 shall be approved by February 15, based upon seniority with the member having the highest seniority being given the first choice of leave scheduling. The Division shall post and maintain a master leave schedule listing all approved annual and casual leave. Casual leave (except compensatory time) shall be approved on a first come basis, without preference to rank or seniority.

All casual leave requests must be approved or denied within seven (7) days of a member's submission to his or her supervisor. No casual leave request shall be unreasonably denied.

**Section 22.3. Method of Accrual.** Vacation leave shall accrue bi-weekly by dividing the total "Hours of Accrued Vacation" by the number of pay periods in the payroll year.

**Section 22.4. Vacation Pay Out.** Should a member be denied the use of vacation leave after making more than one good-faith attempt to schedule all available vacation leave prior to the end of the payroll year, the hours unused above the applicable maximum accrual rate will automatically be converted into paid compensation at the rate of the pay in effect in the pay period immediately preceding the end of the payroll year, and will be included in the first paycheck immediately following the end of the payroll year.

**Section 22.5. Vacation Rules.** The following rules shall govern the use of vacation:

- A. A member who is separated from City service through removal, reassignment, retirement or a layoff and who has unused vacation leave to his or her credit, shall be paid in a lump sum for such unused vacation leave to his or her credit at the time of separation.
- B. Upon the death of a member, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased. The leave shall be paid out at the member's current rate of pay at the time of death.
- C. All vacation hours shall be paid in full pay at the applicable straight time rates.
- D. Members on vacation leave may be recalled to duty for extraordinary situations as determined by the Employer; however, if a member is ordered to work while on approved vacation leave he or she shall be paid at one and one-half (1½) times his or her regular rate of pay for all hours worked. The period of time the member is called back to work will not be deducted from his vacation time.
- E. Vacation time shall be taken in increments of at least one (1) hour, unless otherwise approved by the Chief.
- F. Vacation credit shall not be earned while a member is in non-pay status (unpaid leave of absence, disciplinary suspension, etc.).

## **ARTICLE 23** **HOLIDAYS/PERSONAL DAYS**

**Section 23.1. Holidays.** The following shall be considered legal holidays for members:

New Year's Day, January 1st  
Martin Luther King Day, third Monday in January

Presidents' Day, Third Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4th  
Labor Day, first Monday in September  
Columbus Day, second Monday in October  
Thanksgiving Day, fourth Thursday in November  
Day after Thanksgiving Day  
Christmas Day, December 25th

**Section 23.2. Holiday Pay.** For each holiday listed above, members who work their regularly assigned shift on the holiday shall receive holiday pay at the rate of time and one half the member's regular time hourly rate for regular shift hours and at the rate of two and one-half (2 ½) times the member's regular hourly rate for overtime hours. Holiday pay will be included in the paycheck covering the time period in which the holiday occurred.

**Section 23.3. Holiday Leave.** For each holiday listed in Section 23.1, a member shall receive eight (8) hours of holiday leave, as such holiday occurs.

A member may request paid time off, utilizing holiday leave, on the holiday or any day thereafter, and this holiday leave shall be paid at the member's hourly rate on the day of such holiday. The Employer may require that a member in an assignment other than patrol, who is regularly scheduled to work the holiday, take the holiday off using holiday leave. Should a member not utilize all holiday leave as paid time off, she/he shall be paid for all such unused leave, at the member's hourly rate on the day of such holiday. The holiday leave payment shall occur with the first pay of December each payroll year.

**Section 23.4. Personal Days.** Personal days are also known as floater days. Accrual of personal days shall be pursuant to Section 29.8 of this Agreement, except that newly-hired members shall receive three (3) personal days six (6) months after hire. Personal days may not be carried over from payroll year to payroll year and may not be converted to cash. Personal days shall be scheduled at the member's discretion with the approval of the Chief, or designee. The granting of personal day requests shall be subject to the scheduling needs of the Employer. Personal days may be taken in increments of at least one (1) hour.

**Section 23.5. Emergency Day.** Notwithstanding the provisions for approval and use of personal days set forth in Section 23.4, a member may notify the Division no later than one (1) hour before the start of his or shift that the member will use one (1) of his or her personal days as an emergency day. Except as described below, such use is not subject to approval of the Chief or designee. The member is not required to provide any reason for such use. No more than one (1) personal day may be used as an emergency day in a calendar year. An emergency day must be used in an eight (8) hour increment. The Chief of Police may designate eight (8) blackout days annually by January 15<sup>th</sup> on which Emergency Days may be denied.

**ARTICLE 24**  
**SICK LEAVE**

**Section 24.1. Sick Leave Accrual.** Each member will accrue four (4) hours of sick leave per bi-weekly pay period. There will be no maximum accumulation on sick leave. Sick leave shall be taken in increments of at least one (1) hour.

**Section 24.2. Use.** A member may request sick leave for absences resulting from:

- A. Illness or injury of the member;
- B. Exposure of the member to a contagious disease which would have the potential of jeopardizing the health of other City employees or of the public;
- C. Necessary medical, dental, psychological, or optical examination by a licensed practitioner, when such examination cannot be scheduled during non-work hours;
- D. Inability to work due to pregnancy, childbirth and related medical conditions;
- E. Illness, injury or pregnancy-related conditions of the member's immediate family where the member's presence is reasonably necessary for the health and welfare of the member or affected family member. For purposes of this paragraph, "immediate family" shall include the spouse, dependent children and parents. For purposes of this paragraph, upon request, a member shall be granted ten (10) days of sick leave (80 hours) to care for a spouse who gives birth to a child; the granting of this leave does not require a member to furnish proof under Section 24.3.

**Section 24.3. Proof.** The Employer maintains the right to investigate any member's absence. Members may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the member as required by the Chief or designee.

A physician's statement may only be required under the following circumstances:

- 1. If a member is absent for more than three (3) consecutive days;
- 2. If a member is absent from work on more than four (4) occasions during a twelve-month period. Intermittent periods of sick leave for the same illness or injury, certified to by a physician, shall be counted as one occasion of absenteeism if they occur within a period of thirty (30) days.
- 3. Where there is a reasonable suspicion of sick leave abuse.

**Section 24.4. Notification to Employer.** Any member requesting sick leave must notify the Employer in the manner prescribed by the Employer. The member must give the reason for the sick leave request and location of convalescence, if different than the home address. If the member is not at the location given, he or she shall provide a valid reason for his failure to be at the given

location. Failure to provide the location, or absence from the stated location without a valid reason, may result in disciplinary action.

**Section 24.5. Ineligibility.** No member will be eligible for sick leave if he or she performs work for another employer within twenty-four (24) hours after the end of a shift for which the member reported off as sick.

**Section 24.6. Sick Leave Exclusion.** Beginning with the seventh time and each time thereafter a member is granted sick leave under Section 24.2 in any calendar year, the first three (3) work days of each such leave shall be granted without pay, except

- (A) Where the use of sick leave is substituted for FMLA leave under Section 28.8(A) of this Agreement;
- (B) Where the use of sick leave is for bereavement purposes under Article 25 of this Agreement; or
- (C) Where the Chief approves the member's request to change the absence to other paid leave.

Use of sick leave for the same illness or injury, when certified by a physician and when such usage is approved by the Chief, shall be counted as one (1) absence for the purpose of this Section if the use of sick leave occurs during a period of thirty (30) calendar days from the time the member returns to work.

For good cause, the Chief may waive any restrictions upon sick leave use contained in this Section.

**Section 24.7. Payment upon Death.** Upon the death of a member, all unused sick leave to his or her credit shall be paid in a lump sum to his surviving spouse, or, secondarily, to his or her estate, hour for hour at the straight time rate of pay at the time of the member's death.

**Section 24.8. Retirement Pay Out.** Employees hired prior to January 1, 2013 who work for ten (10) or more consecutive years with the City of Pickerington shall, upon retirement from employment with the City, be compensated for one half (1/2) of their unused City of Pickerington sick leave accrual. This payout calculation will result in no more than six hundred (600) hours of total pay. The pay rate per hour shall be the employee's final hourly pay rate. "Retirement" shall mean service or disability retirement, pursuant to a State of Ohio retirement plan.

Employees hired on or after January 1, 2013 who work for ten (10) or more consecutive years with the City of Pickerington shall, upon retirement from employment with the City, be compensated for one-quarter (1/4) of their unused City of Pickerington sick leave accrual. This payout calculation will result in no more than three hundred (300) hours of total pay. The pay rate per hour shall be the employee's final hourly pay rate. "Retirement" shall mean service or disability retirement, pursuant to a State of Ohio retirement plan.

**Section 24.9. Annual Sick Leave Pay Out Option.**

- A. After 600 hours have been accumulated (excluding transferred-in sick leave from another Ohio political subdivision), a member shall be eligible to “sell back” their unused annual accrual of sick leave at one-third (1/3) of their current hourly straight-time rate, retaining not less than 560 hours accumulation.
- B. Members who use sixteen (16) or fewer hours of sick leave in the preceding twelve (12) months shall accrue one (1) additional vacation day.
- C. Members who expect to retire in three (3) years or less may “sell back” accrued sick leave hours over 360 hours at one-fourth (1/4) their current straight-time hourly rate. Transferred-in sick leave shall not be eligible for this “sell-back”.

**Section 24.10 Fitness for Duty.** The Employer may require a member to take an examination conducted by a licensed physician or psychologist to determine the physical or mental capacity to perform the duties of the member's position. If found not qualified, the member may be placed on sick leave, leave without pay, or family medical leave. The cost of any such examination shall be paid by the Employer. The licensed practitioner will send the results of the examination to the Employer and the member.

**ARTICLE 25**  
**BEREAVEMENT LEAVE**

**Section 25.1. Bereavement Leave.** In the event of the death of a member’s mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current stepchildren, current daughter-in-law, current son-in-law, current stepmother, current stepfather, current stepbrother, current stepsister, grandmother, grandfather, grandchildren, great grandmother, great grandfather, legal guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis, the member shall be granted three (3) working days off with regular pay to utilize within six (6) days of the death to attend the funeral or to attend to any other necessary business. In the event of the death of a member’s grandmother-in-law or grandfather-in-law the member shall be granted off with regular pay for the day of the funeral. A maximum of two (2) additional days may be approved by the Chief on a case-by-case basis. These additional days shall be deducted from sick leave unless the member does not have sufficient accumulated sick leave, in which case the days shall be deducted from other accumulated leave.

## **ARTICLE 26** **INJURY LEAVE**

**Section 26.1. Injury Leave.** All members who are unable to perform the duties assigned them due to injury or disease directly attributable to their employment and while in the line of duty shall, without loss of sick leave, be allowed injury leave up to 1040 hours with regular rate of pay for each service connected injury. The authorization of the injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted. Injury leave may be extended up to another 1040 hours by the City Council upon such terms as the Council, in its sole discretion, may establish. If the Employer denies a request for injury leave, the member may file a grievance.

**Section 26.2. Physician Determination.** Injury leave may be granted to a member only for injuries determined by a licensed physician. The Employer retains the right to review medical records of the employee and further, the employee may be required to submit to a medical examination by a physician retained by the Employer for the purpose of establishing the validity of the claim for injury leave.

**Section 26.3. Coordination with Workers' Compensation.** A member must file and process a claim with the Ohio Bureau of Workers' Compensation in order to be eligible for injury leave. Injury leave with pay shall not be granted until an agreement is signed by the member whereby the member agrees to reimburse the Employer for any wage or salary benefits received by the member from the Ohio Bureau of Workers' Compensation for the time period for which injury leave is awarded. If the Ohio Bureau of Workers' Compensation changes their policy and/or procedures for injury leave during the term of this agreement, the Employer and the Union agree to meet and discuss such changes and methods of payment.

**Section 26.4. Application.** Application for injury leave must be made in writing to the City Manager through the Chief, on a form prescribed by the Employer. In the event the member is unable to file the application, the Lodge may do so on the member's behalf.

**Section 26.5. Workers' Compensation Denial.** If the Ohio Bureau of Workers' Compensation denies the member's application, the Employer may still grant injury leave to a member if the Employer determines that the injury or disease was sustained or contracted directly attributable to the member's employment and while in the line of duty.

**Section 26.6. Safety Devices.** If the member is found to be in violation of any federal, state, or city law, or any city work rule or regulation applicable to wearing or using proper safety devices provided by the Employer, the member shall not be granted injury leave. The Employer agrees to process a valid claim by a member for workers' compensation as a top priority item.



**ARTICLE 27**  
**MILITARY LEAVE/JURY DUTY**

**Section 27.1. Annual Leave.**

Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty.

Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders defining the length of the required military leave.

Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniform services as defined in section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred and seventy-six (176) hours within one (1) calendar year.

A member qualifying for annual military leave who is called or ordered to active service for longer than the above period(s) shall be paid for the remaining time beyond the first 178 hours, at regular pay less whatever military pay the member receives for such service. If the member's military pay exceeds the member's regular pay from the Employer, the member is not entitled to any compensation from the Employer.

**Section 27.2. Active Military Duty.** Employees who are members of those components listed above and who are called or ordered to military service for longer than one hundred and seventy-six (176) hours for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month.

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Within ninety (90) days after discharge from Military active duty, the member may be reinstated to his/her former position or a position at a similar level, without loss of seniority. The member shall promptly inform the Police Chief of his/her willingness to return to work, provide proof of honorable discharge, be mentally fit to return to work, and pass a re-employment physical paid for by the Employer.

**Section 27.3. Jury Duty and Witness.** The Employer shall grant full pay where a member is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body for a period of up to eight (8) weeks. All compensation for such duty must be reimbursed to the Employer, unless such duty is performed totally outside of a member's normal working hours. A member shall not receive pay when the member appearing in court for criminal or civil cases when the case is being heard in connection with the member's personal matters, such, as traffic court,

divorce proceedings, custody, appearing as directed with juvenile, etc. These absences are considered leave without pay or vacation time, at the discretion of the member. A member shall request prior approval for court leave in order for such leave to be granted.

## **ARTICLE 28** **FAMILY LEAVE**

**Section 28.1. FMLA Leave Eligibility.** Eligible bargaining unit employees shall be provided family and medical leave in accordance with the Family Medical Leave Act. The City utilizes a fixed twelve (12) month period measured forward from the date the employee's first FMLA usage begins and requires that paid leave run concurrently with FMLA leave. The City reserves the right to require a fitness for duty certification before an employee returns from FMLA leave for their own serious health condition.

**Section 28.2. Applicability of City Code Provisions.** The provisions of Section 5.15 of the City's Code of Personnel Practices and Procedures, as dated March 28, 2019 shall apply to members seeking or using FMLA leave. Should the City propose to modify the provisions of Section 5.15, as applicable to members, it shall provide the Lodge with the opportunity to discuss any such proposal.

**Section 28.3. Insurance Benefits.** During any FMLA leave, the City shall maintain and continue to pay its portion of premiums for any medical, dental, vision and life insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts they would have been required to pay had they not taken the leave. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make timely payments either in person or by mail. Further, as provided by law, if the member fails to timely make required medical, dental, vision, and life insurance premium payments, the City shall pay the member's share of the member's premium payments for those benefits; such payments of the member's share may be recovered by deduction from future paychecks and by withholding from severance or any other payment otherwise due at the time of employee termination. Further, as provided by law, the City may recover its share of medical, dental, vision, and life insurance premiums from the member if the member fails to return from leave, unless this failure to return is due to the member's own serious health condition or other circumstances beyond his/her control.

**Section 28.4. Seniority.** During an FMLA leave, a member shall continue to accrue seniority and continuous service, during paid and unpaid status.

**ARTICLE 29**  
**HEALTH AND PHYSICAL FITNESS**

**Section 29.1. Purpose.** The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and well-being of all members. Therefore, a fitness program has been developed that encourages acceptable levels of physical fitness.

For a member who is not or will not turn 48 before December 31, 2021, participation in the program is mandatory until the member reaches 52 years of age. Members who are not required to test due to their age may participate in the testing to receive incentives. The goal of the program is to promote good health and fitness, reduce health care costs, minimize illness and injury, and to provide incentives for members to make good choices regarding lifestyle habits.

**Section 29.2. Program Modifications.** The City agrees to consult with the Lodge regarding any changes or modifications in the program prior to implementation. Changes or modifications shall not be made to the program unless mutually agreed upon between the City and the Lodge.

**Section 29.3. Physical Examinations.** Every year, each member will be provided at no cost to the member a mandatory physical examination by a licensed physician selected by the City. These examinations will include, but not be limited to, blood work up, urine analysis, hearing and vision tests and an EKG. A stress test may be included where indicated. The following provisions apply to physical examinations:

- (A) Physical examinations will be scheduled with at least seven (7) days notice to the member.
- (B) The scheduling of examinations will be done by the Chief's designee. Examinations shall either be scheduled on a member's duty time or the member will receive appropriate overtime compensation, where applicable, for attending the examination. A member must attend the scheduled examination unless excused by a supervisor.
- (C) Examinations shall not interfere with a member's previously approved vacations or requested days off.

After completion of the physical examination, the physician must provide written approval to the City for the member to participate in the fitness program testing. Without physician approval, a member will not be permitted to participate in the fitness program testing.

**Section 29.4. Fitness Program Testing.** Fitness program testing shall be administered by the Chief or designee.

The testing will include the following phases: (1) body composition evaluation; (2) agility and endurance; (3) muscular fitness; and (4) flexibility.

The following provisions apply to the scheduling of fitness program testing:

- (A) Testing will be scheduled with at least thirty (30) days notice to members.
- (B) The scheduling of the testing will be done by the Chief's designee. Testing will be conducted initially during the month of June, and one retest will be provided not less than ninety (90) days after the initial test. Retests will be mandatory for members not meeting the minimum requirements. Testing shall either be scheduled on a member's duty time or the member will receive appropriate overtime compensation, where applicable, to participate in the testing. A member must participate in the testing unless excused by a supervisor or unless subject to medical deferment or as otherwise required by law.
- (C) Testing shall not interfere with a member's previously approved vacations or requested days off.

**Section 29.5. Medical Deferrals.** When a member is scheduled for testing and believes there are medical reasons to defer the testing, the member shall notify his or her supervisor and submit documentation from his or her personal physician to the City. The documentation shall cite the reason for deferral, those phases of the testing which the member is physically or medically unable to perform, and the estimated time for recovery.

Should the physician conducting the annual physical examination determine that the member is unable to participate in the testing, such determination shall be considered a medical deferral.

Medical deferrals over ninety (90) days will require an evaluation by a physician selected by and paid for by the City, with a report of the evaluation being forwarded to the City.

A member who has received a medical deferral shall not be subject to being disciplined or penalized by the City in any way, but may be required to accept a temporary change in assignment if indicated because of the medical deferral. However, feigning illness to avoid testing will result in disciplinary action.

**Section 29.6. Testing Evaluation Phases.** The following four (4) phases shall comprise the fitness program testing:

- (A) Body Composition Evaluation

Body composition refers to the relevant percentages of body weight comprised of fat and fat-free body tissues.

Methods for determining body composition will be determined by the Chief or designee. Methods can include but are not limited to hydrostatic weighing, anthropometrics, and bioelectrical impedance. Similar methods and techniques will be used when determining compliance.

Classification of results will be done using table 6-1 body composition for men or table 6-2 body composition for women, published in the American College of Sports

Medicine’s *Guidelines for Exercise Testing and Prescription, 5<sup>th</sup> Edition or most current edition.*

Body composition results will not be used in determining overall level of requirements, or receipt of incentives described in this Article.

(B) Agility and Endurance

Agility and endurance is defined as the ability to perform large muscle, dynamic, moderate-to-high intensity exercise for prolonged periods. Performance of such exercise depends on the functional state of the respiratory, cardiovascular, and skeletal muscle systems. Agility and endurance is considered health related because (a) low levels of fitness have been associated with markedly increased risk of premature death from all causes and specifically from cardiovascular disease, and (b) high fitness is associated with higher levels of habitual physical activity, which is, in turn, associated with many health benefits.

The primary method for determining agility and endurance will be by each member participating in a multi-phase testing event which will include:

- (1) A 440 yard run;
- (2) Successfully traverse a real or simulated fence not more than four (4) feet tall;
- (3) Successfully push a standard issue, Pickerington Police Department patrol vehicle, the Distance of thirty (30) feet;
- (4) Successfully drag a simulated human body, not weighing more than 150 pounds, a Distance of thirty (30) feet;
- (5) Complete a shuttle run by negotiating a series of four (4) cones a distance of thirty (30) Feet out and thirty (30) feet back.

Classification of results will be done according to completing all six (6) phases of the event in order within the following time limits:

MINIMUM	2:25 to 3:00 minutes
RECOMMENDED	2:00 to 2:24 minutes
SUPERIOR	Less than 2:00 minutes

(C) Muscular Fitness

The term “muscular fitness” has been used to describe the integrated status of muscular strength and muscular endurance. If properly conducted, programs for the development of muscular fitness can help maintain or improve posture and prevent or reduce muscular low back pain.

The test for muscular fitness will be bench press.

Classification of results will be done using table 6-7 upper body strength (men), table 6-8, upper body strength (women), published in the American College of Sports Medicine's *Guidelines for Exercise Testing and Prescription, 5<sup>th</sup> Edition*

(D) Flexibility

Flexibility is the maximum ability to move a joint through a range of motion. It depends on a number of specific variables, including dispensability of the joint capsule, muscle temperature, muscle viscosity, etc. Additionally, compliance ("tightness") of various other tissues such as ligaments and tendons affects the range of motion. Like muscular strength, flexibility is specific.

Tests for flexibility will be modified sit-and-reach. Methods for test performance will be consistent with those described by W. K. Hoeger and S. A. Hoeger, *Principles and Labs for Physical Fitness and Wellness*. Morton Publishing Company, Fourth Edition.

Classification of results will be done using table 9.1, percentile ranks for the modified sit-and-reach test. W. K. Hoeger and S. A. Hoeger, *Principles and Labs for Physical Fitness and Wellness* Morton Publishing Company Fourth Edition.

Flexibility results will not be used in determining overall level of requirements, or receipt of incentives described in this Article.

**Section 29.7. Standards and Procedures for Testing Evaluation.**

Standards for evaluation of test results will be determined by using the following terms:

A. Minimal fitness level-greater than or equal to:

The 40<sup>th</sup> percentile in areas of muscular fitness.

B. Recommended fitness level - greater than or equal to:

The 55<sup>th</sup> percentile in muscular fitness.

C. Superior fitness level - greater than or equal to:

The 75<sup>th</sup> percentile in muscular fitness.

**29.8. Testing and Personal Days.** Testing sessions shall occur two (2) times annually. There will be at least ninety (90) days between each testing session each year. The following chart sets forth the standards for attainment of personal days:

	<b>FAILS TO MEET MINIMUM</b>	<b>MINIMUM LEVEL</b>	<b>RECOMMENDED LEVEL</b>	<b>SUPERIOR LEVEL</b>
<b><u>FIRST TEST</u></b>	MUST RETEST AFTER 90 DAYS TO ACHIEVE MINIMUM LEVEL	IF ACHIEVED, 3.5 PERSONAL DAYS IN FOLLOWING YEAR;  RELEASED FROM FURTHER TESTING	IF ACHIEVED, 4 PERSONAL DAYS IN FOLLOWING YEAR  RELEASED FROM FURTHER TESTING	IF ACHIEVED, 5 PERSONAL DAYS IN FOLLOWING YEAR  RELEASED FROM FURTHER TESTING
<b><u>SECOND TEST</u></b>		IF ACHIEVED, 3.5 PERSONAL DAYS IN FOLLOWING YEAR;  RELEASED FROM FURTHER TESTING		

(NOTE: For purposes of attainment of personal days in following year, a member who receives a medical deferral for all testing sessions shall receive three (3) personal days.)

**Section 29.9. No Discipline.** No member will be subject to discipline including reprimand, suspension, demotion or removal for failure to meet minimum fitness standards.

**Section 29.10. Incentives.** The following incentives shall apply to members who attain recommended or superior fitness levels in all testing phases during a calendar year:

- a. A fitness ribbon will be awarded to a member who meets recommended fitness level;
- b. A fitness ribbon and star will be awarded to a member who meets superior fitness level; and
- c. The member's personnel file will contain a citation for achievement of either recommended or superior fitness levels.

**Section 29.11. Workers' Compensation and Injury Leave Coverage.** It is the position of the City that Workers' Compensation coverage is applicable to members engaged in a physical examination, fitness program testing or in activities related to an individual exercise prescription, but not to off-duty recreational activities, competitive sports, or any activity not prescribed by the exercise physiologist.

When a member is engaged in any activity for which the City considers Workers Compensation coverage applicable, the member may be eligible for injury leave under Article 26 of this Agreement.

**Section 29.12. Medical and Testing Records.** All member medical records in regard to the physical examination shall be considered the property of the individual affected employee. The City may receive a report from the physician regarding the results of the examination. Testing records shall be maintained by the exercise physiologist and may be made available to the affected member, the City, or the Lodge.

### **ARTICLE 30** **DRUG AND ALCOHOL TESTING**

**Section 30.1. Drug/Alcohol Testing Purpose.** The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present a reasonable likelihood of risk to members, the general public or other employees of the City;
- B. Providing assistance to a member with drug or alcohol dependency problems; and
- C. Disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

**Section 30.2. Responsibility.** Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

**Section 30.3. Definitions.** The following definitions shall govern this Article:

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



- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and (3) prescribed drugs not being used for prescribed purpose, including without limitation cannabis, cannabis derivatives, and cannabinoids.
- D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is or would be adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

**Section 30.4. Prohibited Conduct.** For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;
- B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or
- C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

**Section 30.5. Reasonable Belief Testing.** A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of 30.4. Prohibited Conduct.

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to their assigned duties. If the tests results are positive the member will be placed on sick leave and begin the provisions of 30.16 and/or 30.17. If a member exhausts their sick leave bank, vacation, comp time, and holiday leave may be used. Should all leave banks be exhausted, the member shall not lose seniority.

**Section 30.6. Random Testing.** Every member shall submit to random testing as directed by the City. All such tests will be unannounced and performed at reasonable intervals throughout the workday, workweek and year. Whenever a member is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. A member who refuses to submit to a test will be subject to discipline, up to and including discharge.

The annual number of such random tests shall not exceed 20% of the number of members covered by this Contract as of January 1 of any given year. The City shall contract with an outside vendor who shall select members for random testing using a scientifically valid method from an updated list of all members supplied by the City.

**Section 30.7. Fitness for Duty.** Members shall be subject to a drug and alcohol test as part of a lawfully ordered fitness for duty exam.

**Section 30.8. Post-Accident.** Members shall be subject to a drug and alcohol test when involved in an accident for which there is a reasonable belief that drugs or alcohol contributed to the accident.

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

**Section 30.9. Testing Determination--Reasonable Suspicion.** Upon determining that a member must submit to a reasonable belief test or an unannounced test under 30.9 Order to Submit to Testing, for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

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

**Section 30.10. Testing Determination--Random Testing.** Upon determining that a member must submit to a random test under this Article, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

If a member selected for random testing is on vacation, temporary layoff, medical leave or otherwise

not at work, the member must be referred for a random test upon his/her return to work. The City will not skip or select an alternate in the event a selected member is unavailable for testing on any particular day during the random selection period.

**Section 30.11. Collection Site/Laboratory.**

- A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as said Guidelines are in effect on January 23, 2017.
- B. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.
- C. For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, as said procedures are in effect on January 1, 2018, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing. No other requirements or limitations set forth in 49 CFR Part 40 shall be controlling on the City, collection site, or the laboratory including without limitation on the types of illegal drugs that may be tested for, other than the testing procedures, including evidentiary chain of custody and control and split sample specimen collection and transfer.
- D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

**Section 30.12. Testing Procedure.**

- A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 L. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 L. of breath, the confirmatory test shall be considered negative.
- B. For drug testing, urine samples shall be provided.
- C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.

- D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

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

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

results.

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

**Section 30.13. Voluntary Request for Assistance.** A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a random, unannounced, or reasonable belief test shall not be subject to discipline but the member shall comply with 30.15. Referral to Treatment.

**Section 30.14. Discipline/Rehabilitation Options.** Where a member has been ordered to undergo testing and the test results are positive as specified in this Article, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of 30.4, shall be held in abeyance pending completion by the member of a treatment program and mandatory random drug testing for a period of thirty-six (36) months. If the member successfully completes a treatment program, random drug testing, and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a members' violation of 30.4.

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

**Section 30.15. Referral to Treatment.** Where the member seeks or is offered the option for treatment under this Article, and the member accepts this referral, the member must:

- A. Agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;
- B. Discontinue use of illegal drugs or misuse of legal drugs or alcohol;
- C. Agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;
- D. Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,

- E. Agree to submit to unannounced testing during treatment and up to six (6) times during the eighteen (18) month period following the date upon which the member was tested.

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

**Section 30.16. Right of Appeal.** The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member.

**Section 30.17. Treatment Costs.** Treatment costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, co-payment and coverage limits under the member's insurance program. Members will be allowed to use any paid leave (including vacation, compensatory time, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

**Section 30.18. Confidentiality.** All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Agreement relative to disciplinary action taken against a member.

**Section 30.19. Other Laws.** This Article is in no way intended to supersede or waive any rights that a member may be entitled to under federal or state constitutions or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a member.

## **ARTICLE 31**

### **MISCELLANEOUS PROVISIONS**

**Section 31.1. Part-Time Employees/Auxiliaries.** The Employer agrees not to hire more than one part-time patrol officer. The Lodge understands that the Employer may utilize paid or unpaid auxiliary officers on a temporary basis to replace officers who are temporally absent from work due to a leave of absence, military leave, training, etc.

The Employer shall also be able to use auxiliary officers to supplement the police force as has been the Employer's past practice.

**Section 31.2 Special Duty.** Special duty is defined as employment by a separate and independent employer of a member performing law enforcement related activities under provisions whereby the Employer:

- (1) Allows the member to be hired by a separate and independent employer to perform such duties;
- (2) Facilitates the employment of the member by a separate and independent employer; and
- (3) Otherwise affects the terms and conditions of employment of the member by a separate and independent employer.

Where a member, solely at the member's option, agrees to be employed on special duty, the employer acknowledges that it shall treat the member covered by the terms of this Contract and will ensure that the member is covered by the City's workers' compensation coverage. However, the hours the member is employed by a separate and independent Employer in law enforcement or related activities shall be excluded by the City in the calculation of the hours which the member is entitled to overtime compensation.

The Lodge shall make recommendations to the Chief regarding rates, assignments, procedures and guidelines concerning "special duty." These items may be topics of discussion in Labor Relations Committee meetings.

## **ARTICLE 32** **NO STRIKE/NO LOCKOUT**

**Section 32.1. No Strike.** The Lodge agrees that neither it, its officers, agents or representatives, or members, individually or collectively, will authorize, instigate, cause, aid, condone or participate in any strike in violation of the provisions of Chapter 4117 of the Revised Code.

**Section 32.2. No Lockout.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, condone or participate in any lockout of employees in violation of the provisions of Chapter 4117 of the Revised Code.

**Section 32.3. Communication.** For purposes of communication under this Article, the Lodge's authorized representative is the Lodge President, unless the President would provide written notification to the City of a designee authorized to act in his or her stead.

## **ARTICLE 33** **WAIVER IN CASE OF EMERGENCY**

**Section 33.1. Emergency.** In cases of emergency declared by the Mayor of Pickerington (or other person with the authority to declare a state of emergency pursuant to Pickerington Ordinance No.

88-93), or the Chief, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All agreements relating to the assignment of employees.

**Section 33.2. Termination of Emergency.** Upon the termination of the emergency, grievances filed prior to the emergency 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 procedure to which the grievance(s) had properly progressed, prior to the emergency.

#### **ARTICLE 34** **ENTIRE AGREEMENT**

**Section 34.1 Entire Agreement.** The Employer and the Lodge acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations 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.

The provisions of this Agreement shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Agreement. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in a written and signed amendment.

#### **ARTICLE 35** **DURATION/AMENDMENT**

**Section 35.1. Duration.** This Agreement shall be effective December 27, 2021 and shall continue in full force and effect until midnight on December 23, 2024.

**Section 35.2. Successor Negotiations.** The parties agree that they shall each use their best efforts to commence negotiations for a new Agreement within 120 days of the expiration of this Agreement. Should either party desire to amend or modify the Agreement prior to the 120 days, both parties must agree in writing.

**Section 35.3. Dispute Resolution Procedure.** The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.



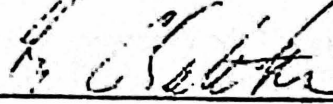
SIGNATURE PAGE

This Agreement is signed and entered into on this

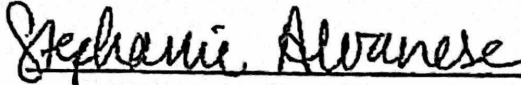
15 day of July

2022.

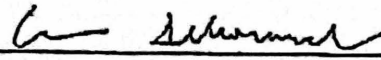
FOR THE CITY OF PICKERINGTON



Greg Butcher, City Manager



Stephanie Albanese, Human Resources Director



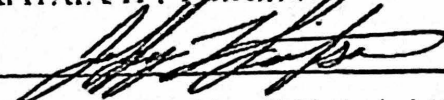
Christopher Schomack, Finance Director

Tod Cheney, Chief of Police

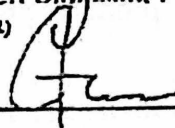
Catherine Buzen, City Attorney

Phillip Hartman, Law Director

FOR THE FRATERNAL ORDER OF POLICE:  
CAPITAL CITY LODGE #9



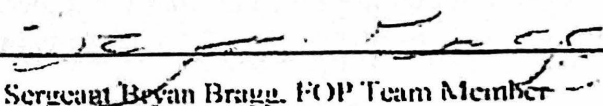
Jeff Simpson, President FOP Capital City Lodge #9



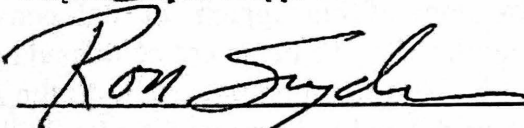
Officer Corey Flanagan, FOP Team Member



Officer Tyler Brewer, FOP Team Member



Sergeant Bryan Bragg, FOP Team Member



Ron Snyder, Lodge Attorney