CONTRACT

Between

THE CITY OF COLUMBUS, OHIO

and

THE FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC.

April 2, 2010- April 1, 2013

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ARTICLE 1 – DEFINITIONS

"ACTIONS OF RECORD" means all corrective/disciplinary actions regarding a member that are reduced to writing and maintained by the Division of Police. These include but are not limited to fleet safety records, written reprimands and departmental charges.

"ACTIVE SERVICE" means being present and able to perform the duties to which an employee of the City of Columbus has been assigned.

"APPOINTING AUTHORITY" means an individual, officer, commission, agency, board or body having the power under the Charter or Columbus City Codes of appointment to, or removal from, a position with the City.

"BARGAINING UNIT MEMBER" means those persons employed in the classifications: Crime Analyst, Crime Analyst Supervisor, Police Evidence Technician, Vehicle Impounding Inspector, Forensic Scientist II, and Forensic Scientist III.

"CALENDAR WEEK" means seven (7) consecutive calendar days starting on Sunday and ending on Saturday.

"CLASS OR CLASSIFICATION" means a group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups of positions. There may be only one position in a particular class or classification.

"COMPENSATORY TIME" means time off with pay for authorized overtime worked in lieu of salary or wages, calculated in accordance with Article 15 of this Contract.

"CONTINUOUS SERVICE" means an employee's length of service in the full-time employment of the City in active service or paid status uninterrupted by resignation, retirement, discharge for cause, or any other separation from city employment. Military leave, leave resulting from injury received in the line of duty, or leave resulting from approved disability coverage, authorized leave without pay or administrative leave without pay for activities related to city employee relations are not considered separation of city service. Resignation to immediately accept another position in the employ of the city or a temporary lay-off of thirty-five (35) calendar days or less shall not be considered a separation from city service.

"DAY" means calendar day unless otherwise specified.

"DEMOTION" means a change to a classification which has a lower rate of pay.

"DOCUMENTED CONSTRUCTIVE COUNSELING" means the initial step of formal corrective action, but not an action of record; a written record of the basic facts of an incident which was brought to the attention of a member together with a summary of the remedial action required.

"EMPLOYEE" means any member of the bargaining unit.

"EXTENDED ILLNESS" means three (3) or more consecutive workdays, including the day on which the holiday is celebrated, of injury leave, sick leave and/or disability leave.

"FULL-TIME EMPLOYMENT" means employment by the City which is to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than forty (40) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods per annum.

"GENDER" means every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

"GRIEVANCE" means a complaint against the City arising under and during the term of this Contract by an employee or the Union that there has been a violation, misinterpretation or misapplication of the specific terms of this Contract.

"IMMEDIATE FAMILY" includes spouse, son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half brother and half sister, and persons who stand in the place of a parent.

"O.L.C. REPRESENTATIVE" means an O.L.C. Officer, Grievance Chair, Grievance Liaison Representative, or O.L.C.-designated attorney.

"OVERTIME" means time during which an employee is on duty, working for the City in excess of regularly scheduled hours of work as set forth in Article 15. Overtime applies only to that time authorized to be worked by the Chief of Police in accordance with the provisions of this Contract.

"PAID STATUS" means employment by the City in active service or authorized leave with pay.

"PAY PERIOD" means a two (2) calendar week period beginning on a Sunday and ending on the second Saturday thereafter.

"POSITION" means any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant or occupied full-time.

"REEMPLOYMENT" means taking a position with the City following a break in continuous service.

"RESIGNATION" means the voluntary termination of employment of an employee, or unauthorized leave for five (5) consecutive workdays.

"RETIREMENT" means an individual (a) whose separation from city service is not caused by resignation, layoff or discharge; and (b) whose application for retirement benefits has been approved by the Public Employee Retirement System of Ohio (PERS); and (c) who (1) is 60 years of age at the time of separation and has at least 5 years of service under the PERS system, or (2) is 55 years of age at the time of separation and has at least 25 years of service under the PERS system, or (3) regardless of age at the time of separation, has at least 30 years of service under the PERS system, or (4) is approved for disability retirement benefits by the PERS.

"SCHEDULED WORKING TIME" means a regularly scheduled working time assigned on the basis of seniority to each employee. Said schedule shall include the beginning and ending day of each workweek.

"SENIORITY" means an employee's uninterrupted length of continuous service within the City, department, division or job classification depending upon the issue involved.

"SHIFT" means the employee's regular work period, with the early morning shift hereinafter referred to as the first shift, the late afternoon shift hereinafter referred to as the second shift, and the late evening shift hereinafter referred to as the third shift.

"WORKDAY" means a regularly scheduled working time assigned by the Chief of Police in any twenty-four (24) hour period beginning at the regularly scheduled starting work time.

"WORKWEEK" means forty (40) hours of work in a regularly recurring period of seven (7) consecutive twenty-four (24) hour days during the period starting 12:01 a.m. Sunday to midnight the ensuing Saturday.

ARTICLE 2 - CONTRACT

2.1 CONTRACT.
This Contract is made and entered into by and between the City of Columbus, Ohio (hereinafter referred to as the "City", "Administration" or "Division") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "O.L.C." or "Union").

2.2 PURPOSE.
The purpose of this Contract is to promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the O.L.C.

2.3 LEGAL REFERENCES.

(A) This Contract shall be subject to all applicable law(s).

(B) If there is any conflict between the provisions of this Contract and any legal obligations or affirmative action requirement imposed on the City by Federal or State law, or a court of competent jurisdiction, such legal obligations or affirmative action requirements thus imposed shall be controlling. Should any Article or Section of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected.

It is understood by the parties that nothing in this Contract shall be deemed to conflict with any provisions of the Charter of the City of Columbus, ordinances and resolutions of the Columbus City Council, Civil Service Commission Rules and Regulations, except for disciplinary actions which may be grieved through the provisions of Article 9 of this Contract, State and Federal laws, and the Constitutions of the State of Ohio and the United States of America. The section headings contained in this Contract are included only for convenience of reference and do not define, limit, explain, or modify this Contract or its interpretation, construction or implementation. Both parties believe this contract is legally enforceable and complies with Chapter 4117 of the Ohio Revised Code.

In the event any Article or Section is declared invalid, illegal, or unenforceable, this Contract shall be reopened on such Article or Section. The City and the O.L.C. shall meet within thirty (30) days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the Contract.

2.4 SANCTITY OF CONTRACT.

(A) During the term of this Contract, each party voluntarily and unequivocally waives the right and agrees not to negotiate any issue pertaining to wages, hours, terms or other conditions of employment, unless there is a written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties. Neither party shall attempt to achieve the alteration of this Contract by any means except as provided in this Contract.

(B) It is agreed that, in the event the Ohio General Assembly or the United States Congress passes legislation which becomes law and which affects the City of Columbus and this Contract, there can be a reopening of this Contract only for purposes of amending said Contract to conform to such law or laws. Either party hereto shall have the right to call for a reopening of the Contract under such circumstances by giving notice to the other party in writing; said notice may be given at any time after such legislation is signed into law and prior to the effective date of such law or laws. Such negotiations shall commence within ten (10) days after written notification.

2.5 ENFORCEABILITY OF CONTRACT.

The City and the O.L.C. assert and believe that the provisions of this Contract are enforceable in a court of law. The City believes that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 3 – RECOGNITION

3.1 RECOGNITION.

The City hereby recognizes the O.L.C. as the sole and exclusive representative of all bargaining unit members ("members" or "employees") in any and all matters relating to wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of a provision of this Contract between the parties, and the resolution of questions arising under this Contract for all members included in the bargaining unit Bargaining Units consist of Police support personnel including Police Evidence Technician, Crime Analyst, Crime Analyst Supervisor, and Vehicle Impounding Inspector employed by the City as certified on August 4, 1988 by the State Employment Relations Board Case Number 88-REP-06-0119; and all Criminalist II and III employed by the City as certified on May 14,1992 by the State Employment Relations Board in Case Number 90-REP-09-0228

(currently known as Forensic Scientist II and III). City classifications are described in Section 3.2.

3.2 BARGAINING UNIT.
The bargaining unit shall consist of:

Class Code	Classification	Pay Range
3026	Crime Analyst	S7
3027	Crime Analyst Supervisor	S8
1912	Forensic Scientist II	S9
1913	Forensic Scientist III	S10
3029	Police Evidence Technician	S6
3070	Vehicle Impounding Inspector	S6

3.3 O.L.C. OFFICIAL ROSTER.
The O.L.C. shall provide to the Labor Relations Manager an official roster of its officers and representatives within thirty (30) days of the ratification of this Contract. This roster will be updated within thirty (30) days of any change and will include the following: (a) name; (b) address; (c) home telephone number; (d) immediate supervisor; and (e) O.L.C. office held.

3.4 CLASSIFICATIONS NOT GUARANTEED.
The classifications or job titles used by the City are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

ARTICLE 4 - O.L.C. SECURITY

4.1 UNION SECURITY.
The City agrees not to enter into any agreement or contract with City employees covered by this Contract individually or collectively, which in any way conflicts with the terms and provisions of this Contract. Any such agreements shall be null and void.

4.2 MAINTENANCE OF MEMBERSHIP.
Twelve (12) months from the effective date of the Contract and every twelve (12) months thereafter, the authorization for dues deduction is revocable pursuant to the member's request, provided the member gives written notification by Certified Mail to the Labor Relations Manager and the O.L.C. twenty (20) days prior to the effective date of the revocation.

4.3 DUES DEDUCTION.

(A) The City will deduct from each employee's pay in the first pay period of each month the regular monthly O.L.C. dues for each employee in the bargaining unit who has filed with the City a payroll deduction authorization form. The City will honor all executed payroll deduction authorization forms received not later than fifteen (15) working days (i.e., days the City's administrative offices are open) prior to the next deduction date.

(B) Total deductions collected for each calendar month shall be remitted by the City to the Director of the Union at 222 East Town Street, Columbus, Ohio 43215 together with a list of employees for whom deductions have been made not later than ten (10) days following the end of the pay period in which the deduction is made. The City will also provide to the Director of the Union, in spreadsheet format, a copy of the list of deductions for the current month. The spreadsheet copy shall include: name, pay rate, pay grade, department/division, classification, and social security number. Director of the Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

(C) Dues shall be withheld and remitted to the Director of the Union unless or until such time as the City receives a notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions.

(D) Information concerning dues not properly deducted under this Section 4.3 shall be forwarded to the Director of the Union, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 12 (No Strike-No Lockout).

(E) The actual dues to be deducted shall be certified to the City Auditor by the Director of the Union. The Union will give the City a forty-five (45) day notice of any change in the dues to be deducted.

(F) O.L.C. agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the City as a result of any action properly taken or not taken by the City under the provisions of this Section 4.3.

4.4 FAIR SHARE FEE.

Any present employee who is not a member of O.L.C. and all employees hired or entering the bargaining unit, after the effective date of this Agreement and who have not made application for membership shall, commencing sixty-one (61) days after appointment to a classification in the bargaining unit or the effective date of this Agreement, whichever is later, so long as they remain non-members of O.L.C., pay to O.L.C. each month their fair share of the cost of the collective bargaining process and Agreement administration

measured by the amount of dues and other financial obligations uniformly required by members of O.L.C. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) once each month, and paid to O.L.C. in accordance with Section 4.3. The Director of the Union shall certify to the City the amount that constitutes said fair share that shall not exceed the dues and financial obligations uniformly required by members of the Union.

O.L.C. agrees to comply with its legal obligations to fair share fee payers. Further, it is agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of O.L.C. with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

4.5 BULLETIN BOARDS.

The City agrees to provide bulletin board space at or near the bargaining unit members' work locations. Notices of Union elections, Union meetings, Union appointments and results of Union elections, and notices of Union recreational and social affairs are permitted to be posted. Any other materials must be mutually agreed upon prior to any posting on this bulletin board space. Notices of announcements shall not contain anything political or controversial or anything reflecting negatively upon the City, any of its employees or any labor organization among its employees. No material, notices or announcements, which violate the provisions of this Section, shall be posted. The Labor Relations Manager or designee and the O.L.C. representative shall be responsible for dealing with violations of this Section 4.5.

4.6 O.L.C. LIABILITY FOR SERVICE TO NON-MEMBERS.

Any employee who is not an O.L.C. member shall be represented in the same manner as a member.

4.7 BALLOT BOXES.

The O.L.C. shall be permitted, with prior notification to the Chief of Police, to place ballot boxes at each of the three (3) union-member work sites for the purpose of collecting members' ballots on all O.L.C. issues subjected to ballot, except ballots regarding job action. Such boxes shall be the property of the O.L.C. and neither the ballot boxes nor the ballots shall be subjected to the City's review.

4.8 BARGAINING UNIT MEETINGS.

The O.L.C. shall be permitted, upon prior approval of the Chief or appropriate Subdivision Deputy Chief, which approval shall not be unreasonably withheld, to hold meetings for the O.L.C. members in the bargaining unit or for all bargaining unit members at Police Headquarters or other City building, room, or facility. The request for approval shall be in writing; shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting; and shall state the date, time, and requested location of the meeting. The City agrees to hold the requested location open for use by the O.L.C. on the date and at the time specified in the O.L.C.'s request. However, if it is not practicable for the City to provide the requested location to the O.L.C., the City will so notify the O.L.C. and make every effort to

provide for an alternate meeting location in another City occupied building, room or facility. City employees will not be paid for attending meetings of an internal union nature.

4.9 SOLICITATION OF MEMBERSHIP.
Solicitation of membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

4.10 USE OF INTRA-DEPARTMENTAL MAILS.
The O.L.C. shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to O.L.C. business or bargaining unit representation to members. The O.L.C. agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of O.L.C. business or bargaining unit representation. The O.L.C. agrees not to use intra-departmental mail systems for mass mailings. All mail placed in the mail boxes by the O.L.C. shall be the property of the members to whom it is addressed and such mail shall not be subject to the City's review.

4.11 RELEASE TIME.
The City will release members for the following functions/activities:

(A) To attend Grievance Representative training provided by the O.L.C. for one (1) member no more than three times per calendar year based upon operational needs and based upon the approval of the Chief of Police;

(B) To provide for reasonable time for pre-negotiation sessions, negotiation sessions, and work sessions of O.L.C. negotiators. Such time will be approved by the Labor Relations Manager.

Release for these functions/activities shall not be deducted from the members' leave balances (i.e., sick leave, vacation leave, compensatory leave, etc.).

ARTICLE 5 - NON-DISCRIMINATION

5.1 JOINT PLEDGE.
The City and the O.L.C. shall not discriminate against any member of the bargaining unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, veteran's status, political affiliation, national origin, disability or sexual orientation as provided by law.

5.2 SEXUAL HARASSMENT.
Sexual harassment shall be considered discrimination under this Article. Sexual harassment is defined by State and Federal laws, and includes any unwanted sexual attention. Such discrimination shall be governed by applicable local, State and Federal laws.

5.3 CITY PLEDGE.
The City agrees not to discriminate against any members of the bargaining unit on the basis of his/her membership or non-membership in the O.L.C. nor to discriminate, interfere with, restrain or coerce any member because of or regarding his/her activities as an officer or other representative of the O.L.C. Further, the City agrees not to interfere with the desire of any member of the bargaining unit to become, not become and/or remain a member of the O.L.C.

5.4 O.L.C. PLEDGE.
The O.L.C. agrees to fairly represent all members of the bargaining unit subject to Chapter 4117 of the Ohio Revised Code. Subject to the provisions of this Contract, the O.L.C., within the terms of its Constitution and By-Laws, agrees not to discriminate against any member of the bargaining unit on the basis of his/her membership or non-membership in the O.L.C. as it pertains to representation nor to discriminate, interfere with, restrain or coerce any member because of or regarding his/her activities or non-activities for the O.L.C.

5.5 UNION REQUEST FOR LEAVE FORM.
The O.L.C. Representative is required to complete an official Union request for leave form to be provided by the Labor Relations Manager detailing: day, time, reason and location of Union matters to maintain a record of the time spent on Union matters. Responding to short telephone inquiries or in-person conversations initiated by others shall be the only exception to the prior approval requirement (see Appendix C). This official request for leave form shall be given to the O.L.C. Representative's immediate supervisor for a matter of record. No Union matter of an internal union organizational nature shall be conducted during duty hours or overtime work, excepting only such matters as may involve extreme emergencies affecting the health or safety of a member. The O.L.C. Representative shall notify his/her supervisor prior to contacting any member on City time.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 PREAMBLE.
Nothing contained in this Contract shall alter the authority conferred by the Charter of the City of Columbus, ordinances and resolutions of the Columbus City Council, Civil Service Commission Rules and Regulations, State and Federal laws, and Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

The Division has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Division shall include, but not be limited to the following:

(A) To determine the organization and operations of the Division of Police;

(B) To determine and change the purpose, composition and function of each of its constituent subdivisions, bureaus, etc.;

(C) To set standards for the services to be offered to the public;

(D) To direct the personnel of the Division of Police, including the right to assign work and overtime;

(E) To train, transfer, assign and schedule personnel;

(F) To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons;

(G) To contract out work when necessary;

(H) To establish work schedules and to determine the starting and quitting time, assign overtime and the number of hours worked;

(I) To establish, modify, combine or abolish job positions and classifications;

(J) To add, delete or alter methods of operation, equipment or facilities;

(K) To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine what goods or services are to be made, provided or purchased, to establish work and productivity standards and, from time to time, to change those standards, and to determine whether services or goods are to be provided or produced by employees covered by this Contract or by other employees or non-employees not covered by this Contract;

(L) To establish, implement and maintain effective internal control programs;

(M) To suspend or take other disciplinary action against personnel for just cause;

(N) To add, delete or alter policies, procedures, rules and regulations;

(O) To determine any and all terms and conditions of employment not specifically set forth in this Contract; and

(P) To take such other actions as the City may deem necessary to carry out its mission.

Enumeration of the City's rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein since the parties expressly agree that the City retains all legal rights to which it is entitled as an employer and retains all

other rights not otherwise covered by this Contract, whether or not such rights have been exercised in the past.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City, and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of the Contract. The exercise of management rights which allegedly violate specific provisions of this Contract are subject to the Grievance Procedure.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the City's obligations or rights under this Contract shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE 7 - INTERNAL INVESTIGATIONS PROCEDURES

7.1 SCOPE.

This Article is designed to address the procedures used for internal investigations of members. Internal investigations shall be conducted by the chain of command, Equal Employment Opportunity Office (EEO) and/or by personnel assigned to the Internal Affairs Bureau. The term "investigator" refers to that individual(s) conducting the investigation. If the Office of the Public Safety Director conducts an investigation, members shall be afforded the rights applicable in an Internal Affairs Bureau investigation.

7.2 RIGHT TO REPRESENTATION.

(A) **Internal Affairs Bureau and EEO Investigations.** When a member is notified to report to the Internal Affairs Bureau, or the EEO, and is the focus of the investigation, the member shall be provided an opportunity to contact an O.L.C. Representative. If requested by the member, an O.L.C. Representative shall be allowed to accompany the member during all interview sessions.

(B) **Chain of Command Investigations.** At the time any member is interviewed or interrogated within the chain of command of the Division of Police and the investigator or member reasonably believes that either departmental or criminal charges could result against that member, that member shall be provided an opportunity to contact an O.L.C. Representative. If requested by the member, an O.L.C. Representative shall be allowed to accompany the member during all interview sessions.

(C) **Objections.** On record at the end of the interview, the O.L.C. Representative shall have the right to object to inappropriate lines of questioning and/or to raise any contractual violations. The investigator may also allow the O.L.C.

Representative to briefly make such objection on or off the record during the course of the interview, provided that the interview is not thereby unduly disrupted.

7.3 DISCLOSURE.

(A) When a member is to be interviewed as a witness in an investigation of any other member, the member being interviewed shall be fairly apprised prior to the beginning of questioning of the circumstances giving rise to the interview.

(B) If during the interview of the member/witness, the investigator or member/witness has reason to believe that the member/witness being interviewed has become a focus of the investigation or has provided information which would cause the member/witness to become a focus of another investigation for which it would be reasonable for the investigator or member/witness to believe that either departmental or criminal charges may result, the investigator shall immediately notify the member/witness of such belief and inform the member/witness of his/her rights under this Article.

7.4 SUPERVISORY ACTION.

When, in the course of his/her duties, any supervisor witnesses an act for which he/she reasonably believes that departmental or criminal charges may result and, if physical evidence is present and the collection of that physical evidence is necessary to substantiate such charges, the supervisor may immediately collect that physical evidence.

Prior to any questioning concerning an act as addressed in this Section, which was witnessed by a supervisor, the member shall be informed of his/her rights under this Article. If an O.L.C. Representative is requested by the member, the supervisor need not wait more than one (1) hour for the arrival of the O.L.C. Representative, unless otherwise mutually agreed.

7.5 INVESTIGATION QUESTIONING.

Members shall be informed of the allegations or basic facts of the incident prior to any questioning by an investigator and the member shall be informed, to the extent known at that time, whether the investigation is focused on the member for potential charges, either departmental or criminal. The member being investigated shall be given a copy and the member who is a witness shall be shown a copy of any citizen complaint or written summary of the basic facts of the incident of any non-citizen complaint prior to any questioning of the member being investigated. When the investigator reasonably believes that either departmental or criminal charges may result from a non-citizen complaint, the summary of the allegations or basic facts shall be in writing except when the investigator witnesses the violation.

A member will only be asked questions which relate to the allegations or basic facts of the incident unless, during questioning, other information is developed which could lead to additional allegations against the member. In such an event, the member will again be

advised by the investigator of the potential for either departmental or criminal charges. When a member requests it, the member shall be given a brief period of time, prior to any questioning, to locate and review any written documents the member possesses regarding the event(s) being investigated, so the member may fully prepare to accurately and completely respond to the questioning. An investigator may accompany the member during the member's brief search for and review of such documents.

7.6 LEGAL RIGHTS.
A member who is to be questioned as a suspect in an investigation that may lead to criminal charges against the member shall be advised of his/her constitutional rights in accordance with the law.

7.7 CONDUCT OF INTERVIEW.
Any interrogating, questioning, or interviewing of a member will be conducted insofar as practical at hours reasonably related to the member's shift, preferably during the member's working hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities. If at anytime during the interview the investigator believes that the filing of criminal charges against the member may result, the member shall be so informed and have the right, if requested, to consult with his/her O.L.C. Representative prior to any further questioning. If the member declines Union representation, such declination will be reduced to writing.

7.8 RECORD OF INTERVIEWS.
All interrogations and/or interviews (including polygraph interviews) of members conducted in conjunction with an Internal Affairs Bureau or EEO investigation shall be tape recorded by the Division of Police at the request of either party; and in the case of chain of command investigations, at the request of either party when the investigator reasonably believes that departmental or criminal charges may result. Subsequent to the interview, the member and/or his/her representative will be afforded the opportunity, upon written request directly to the Chief or his/her designee, to listen to, copy (at the member's expense) and make personal notes from or verify the accuracy of a tape made of his/her interview. If a transcript of the tape is made by the Division of Police, the member will be provided a copy of such transcript upon written request directly to the Chief or the Chief's designee.

7.9 INSUBORDINATION.
If a member has been advised that the investigation may result in criminal charges, the member's refusal to answer questions or to participate in the investigation shall not be considered insubordination or a like offense. In all other circumstances, before a member may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued, may be made the basis for such a charge.

7.10 ADMISSIBILITY OF EVIDENCE.
Any evidence obtained in the course of an investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary hearing. However, explaining to a member that potential corrective

action could result if he/she continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises.

7.11 POLYGRAPH EXAMINATION.

Polygraph examinations shall be administered by the Polygraph Section of the Division of Police unless the Chief of Police decides to have the polygraph administered by another agency. Members may be given a polygraph examination only if they are the primary focus of an investigation, known witness to an incident, or at the member's written request directly to the Chief of Police and the member's O.L.C. Grievance-Liaison Chairman or designee. No polygraph examination shall be given in an incident that could not amount to a violation of law, unless requested by the member. No polygraph examination shall be given without the advance written approval of the Chief of Police. The results of this examination cannot be used in any subsequent criminal action unless properly stipulated prior to the giving of such examination in accordance with the laws of the State of Ohio. Further, the results of this examination cannot be used in any subsequent Departmental action unless the City can produce additional evidence to corroborate the allegations.

7.12 COMPLAINTS.

When an anonymous complaint is made against a member and no corroborative evidence is obtained, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge, or does not allege critical misconduct which is supported by corroborative evidence, such complaint shall be classified as unfounded and the accused member shall not be required to submit a written report, but he/she shall be notified orally or in writing of such claim.

7.13 ACCESS TO RECORDS.

A member who is charged with violating Division of Police Rules of Conduct and the member's O.L.C. Representative, when one is involved, shall be provided access to the City's transcripts, records, written statements, video/audio tapes and written summaries (including opinions, if provided) of any polygraph examinations pertinent to the case. The member who is charged may request and receive, at no cost, a copy of the documentation to which the charged member was provided access. Such access, and copies if requested in a timely manner, shall be provided reasonably in advance of any disciplinary hearing. The Division of Police shall be provided access, reasonably in advance of the disciplinary hearing, to the member's or the member's O.L.C. Representative's transcripts, records, written statements, video/audio tapes, and written summaries (including opinions, if provided) of any polygraph examinations pertinent to the case.

7.14 INVESTIGATION OUTCOME.

Any member who has been under investigation and has been interviewed may, not less than twenty-eight (28) days after the interview, forward a written inquiry to the responsible Deputy Chief as to the status of the investigation. In response to the member's inquiry, the member shall be advised of the status of the investigation and, if known, the estimated time necessary to complete the investigation. At the conclusion of the investigation, the member shall be informed in writing of the outcome of the case.

7.15 VIOLATION.

If any of these procedures set forth within this Article are violated, such violations shall be subject to the Grievance Procedure.

(A) A grievance resulting from an Internal Affairs Bureau or EEO investigation shall begin at Step 2.

(B) A grievance resulting from a chain of command investigation shall begin at Step 1.

7.16 EXTERNAL INVESTIGATION PROCEDURES.

(A) When any City entity outside of the Department of Public Safety initiates an investigation of a member who is the focus of the investigation, and the Department orders the member to participate in such investigation, the member shall have all rights which would otherwise apply to an investigation conducted by the Internal Affairs Bureau.

(B) When any non-city entity initiates an investigation of a member who is the focus of the investigation, the Division may order the member to appear before the investigating entity. Should such an order be issued, the member shall be provided a reasonable opportunity to meet with an O.L.C. Representative prior to complying with the order.

(C) Any member who is a witness to an incident or issue under investigation as outlined in this Section shall be afforded the same rights and protections as outlined in Section 17.16(A) and (B) above.

ARTICLE 8 - CORRECTIVE/DISCIPLINARY ACTION AND RECORDS

8.1 ENFORCEMENT.

Members shall comply with all City, departmental, and divisional work rules, policies, and directives as well as all Federal, State and local laws.

8.2 CORRECTIVE/DISCIPLINARY ACTION FOR CAUSE.

No bargaining unit member shall be terminated, demoted, suspended, given documented constructive counseling or a written reprimand or suffer any career disadvantage except for just cause.

8.3 POSITIVE CORRECTIVE ACTION.

In those incidents where supervisors believe that positive corrective action would correct performance problems, the City encourages the use of positive corrective action by its supervisors. Positive corrective action encourages a willing modification of performance. Positive corrective action means those actions taken to correct a member's performance or behavior where the action taken, in and of itself, does not have a negative impact on the member. Examples of positive corrective action include counseling, retraining, mandatory professional assistance/evaluation, and referral to the Employee Assistance Program.

8.4 PROGRESSIVE ACTION.

For charges other than insubordination and EEO violations, the principles of progressive corrective action shall be followed for conduct not in violation of law. However, the charge of insubordination will only be used when no other charge is applicable to that conduct. The progression shall at least include documented constructive counseling before a written reprimand, a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. If the offenses are of a critical nature, the Labor Relations Manager or designee may determine that a different sequence is required. In reaching a penalty determination, the nature and severity of the misconduct and the member's work record shall be taken into consideration.

8.5 ACTIONS OF RECORD.

When an investigation concerning a member occurs wherein corrective/disciplinary action of record may result, the member, at the conclusion of the investigation, shall be immediately notified of the result.

8.6 DISCIPLINARY HEARINGS.

All disciplinary hearings shall be held before the City's Labor Relations Manager or designee. Prior to any disciplinary hearing before the Labor Relations Manager or designee, the charged member shall receive from the Chief of Police a written statement of all charges and specifications. At the disciplinary hearing, the charged member shall be allowed to be represented by an O.L.C. Representative as defined in Article 1 and will be allowed to call witnesses material to member's defense.

(A) A member who is charged, or his/her representative, may make a written request for a continuance. Such request shall be granted where practicable at the discretion of the Labor Relations Manager or designee. The length of such continuance shall be mutually agreed upon by the parties.

(B) The City shall make all good faith efforts to notify the affected member of any charges or of any decisions reached as a result of the Labor Relations

Manager's or designee's hearing prior to any public statement. The Labor Relations Manager or designee shall withhold any public statement for seventy-two (72) hours from the time of a decision or from the conclusion of any authorized leave which may have been granted to the affected member unless earlier notification directly to the member is confirmed. Hearings shall be held in the Labor Relations hearing room unless an alternative site is mutually agreed upon by the parties.

8.7 LEAVE FORFEITURE.

(A) The Labor Relations Manager or designee, after having found a member guilty of one or more of the disciplinary charges, may make a recommendation as to the appropriate level of discipline.

(B) **Leave Forfeiture.** Should this recommendation be a suspension, the Hearing Officer may make a written offer to the member that the member forfeit up to one hundred twenty (120) hours of accrued vacation or compensatory time, provided the member has sufficient vacation and/or compensatory time balances at the time the offer is made. If the member agrees to forfeit such accrued leave, the forfeiture shall be one (1) hour of accrued leave for each one (1) hour of the proposed suspension. The type of leave (vacation or compensatory time) shall be the member's choice. The forfeiture of the leave shall constitute corrective/disciplinary action of record, shall be accordingly noted in the member's personnel file, and shall constitute the final resolution of the disciplinary charges, which resolution shall not later be subject to challenge by the member or the O.L.C. under the grievance procedure or in any other forum. If the member chooses to accept the Labor Relations Manager's or designee's written offer, the Labor Relations Manager or designee shall acknowledge the member's acceptance of the offer in writing. Should the Labor Relations Manager or designee choose not to offer this option or should the member reject the offer, appropriate disciplinary action shall be imposed.

8.8 USE OF RECORDS.

All Division records of corrective/disciplinary actions shall be maintained in the following manner:

(A) A documented constructive counseling shall not be relied upon for any administrative purpose after one (1) year, so long as there is no subsequent corrective/disciplinary action during the one (1) year period.

(B) Actions of record shall be maintained in each member's Division master personnel file throughout his/her employment, with the exception that, at the member's written request to the Chief of Police and after two (2) years from the date of the action, fleet safety records and written reprimands shall have no further force and effect provided no further action of record has occurred.

Written reprimands and safety records shall remain a part of the member's Division master personnel file and maintained by the Division of Police until these materials can be legally destroyed in accordance with all applicable Federal, State, and local laws.

(C) Actions of record (except for Fleet Safety Records and written reprimands) shall be maintained in each member's Division Master Personnel File throughout his/her employment. However, a member may, in writing, through his/her chain of command, request to the Chief of Police that such action of record have no further force or effect, provided no further action of record of the same or similar nature has occurred within three (3) years after the date of the incident which gave rise to the action. The Chief of Police shall grant such a request (and so note on the record of action) unless the incident was of a serious nature, as determined by the Chief.

(D) In any case in which a documented constructive counseling, reprimand, suspension, or dismissal is overturned, the personnel record shall clearly indicate the same. In addition, unfounded or not sustained allegations or complaints of misconduct made against a member and appearing in Internal Affairs Bureau files shall not be considered in future corrective actions or future promotion consideration.

8.9 REVIEW OF PERSONNEL FILES.

Every member shall be allowed to review any of his/her personnel files except "confidential law enforcement records" and "trial preparation records" as defined in Ohio Revised Code §149.43 at any reasonable time upon written request. Such request shall be made to the supervisor directly responsible for maintenance of such files and review of the files shall be made in the presence of such supervisor or his/her designated representative. For the Division master personnel file, the request shall be made to the member's Subdivision Deputy Chief or his/her designated representative. Any member may copy documents in his/her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

8.10 INACCURATE DOCUMENTS.

Should any member have reason to believe that there are inaccuracies in documents contained in the member's Division master personnel file, he/she may write a memorandum to the Deputy Chief of the Administrative Subdivision explaining the alleged inaccuracy. If the Deputy Chief concurs with the member's contention, the Deputy Chief shall so note on the face of the inaccurate document. If the Deputy Chief disagrees with the member's contention he/she shall attach the member's memorandum to the document in the file and note thereon his/her disagreement with the memorandum's contents.

8.11 PERFORMANCE EVALUATIONS.

A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he/she has read it. It shall not be viewed as a representation that a member has concurred in any or all of the contents or comments thereon. The performance evaluation will be used to provide feedback to members to

improve performance, guide their professional development, and for promotional opportunities, if applicable. The original of the completed performance evaluation will be maintained in the member's personnel file.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 DEFINITION.
A grievance shall mean a complaint against the City arising under and during the term of this Contract by a member or the Union that there has been a violation, misinterpretation or misapplication of the specific terms of this Contract except that any dispute or difference of opinion concerning a matter or issue addressed by the Columbus Civil Service Commission's rules or which could be heard before the Columbus Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement.

9.2 QUALIFICATION.
A grievance may be initiated by an aggrieved member or the O.L.C. When a group of members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance as the designated group representative.

9.3 JURISDICTION.
Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right to appeal to another forum, including the Civil Service Commission. However, once a member elects any other forum as his/her remedy and that forum takes jurisdiction over the subject matter, he/she is thereafter denied the remedy of the Grievance Procedure provided herein and the grievance shall be considered withdrawn.

9.4 ESTABLISHMENT OF A GRIEVANCE-LIAISON REPRESENTATIVE.
The O.L.C. shall designate not more than one (1) Grievance-Liaison Chairman who may delegate his/her work to a Grievance-Liaison Representative.

9.5 O.L.C. OFFICIAL REPRESENTATION.
The O.L.C.'s duly constituted Grievance-Liaison Chairman or his/her designee, subject to providing notice to his/her supervisor at the earliest possible time prior to leaving the worksite, shall have the right and duty as to members in the bargaining unit to:

(1) Represent said members in conference with representatives of the City when requested by said members.

(2) Represent said members when requested by such members in the Grievance Procedure set out in this Article 9.

9.6 GRIEVANCE PROCEDURE.

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

(A) **Preliminary Step.** A member shall first attempt to resolve individual grievances informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) days following the events or circumstances giving rise to the grievance or when they reasonably should have been first known by the member-grievant. Grievances brought to the attention of the supervisor beyond the time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing; however, the Grievance-Liaison Representative may accompany the grievant, should the latter request his/her attendance. If the member is not satisfied with the oral response from his/her immediate supervisor at this Step, the member may pursue the formal steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance-Liaison Chairman or designee.

(B) **Step One - Public Safety Director or Designee.**

(1) If the employee or the Union is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed by the Grievant/Union and delivered to the Public Safety Director or designee within fourteen (14) days following the events or circumstances giving rise to the grievance or when the Grievant/Union reasonably should have first known of the events or circumstances giving rise to the grievance. Grievances brought to the attention of the Public Safety Director or designee beyond the time limit shall not be considered. A Grievant shall make every effort to specify the section or sections of this agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested. After a grievance is filed, the member or the Union may amend the grievance to clarify the relevant facts and circumstances or to correct clerical errors no later than with the Step 2 filing, but may not amend the grievance to assert new claims, new contract violations or to expand the scope of the relief sought without the express written consent of the Labor Relations Manager or designee.

(2) Within ten (10) days of receipt of the Grievance Form, the Public Safety Director or designee shall schedule and conduct a meeting to discuss the grievance with the Grievant and the Grievance-Liaison Chairman or designee.

(3) At the conclusion of this meeting, and within the above time limit, the Public Safety Director or designee shall affix a written response to

the Form, date and sign the response, and return all but one copy of it to the member-grievant. If the aggrieved member does not refer this grievance to the next step of this Procedure, the grievance shall be considered to be satisfactorily resolved.

(C) Step Two - Labor Relations Manager or Designee.

(1) If the member is not satisfied with the answer in Step One, the grievant may within ten (10) days of receiving the same, appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Step, and the grievant's reasons why the response at the previous Step was not sufficient to resolve the grievance and any other pertinent documents, to the office of the Labor Relations Manager or designee. The Labor Relations Manager or designee shall date the Form, showing the office's date of receipt.

(2) Within fourteen (14) days of receipt of the Grievance Form, the Labor Relations Manager or designee shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring the Grievance-Liaison Representative to the meeting.

(3) In the meeting called for at this Step, the Labor Relations Manager or designee shall hear a full explanation of the grievance and the material facts relating thereto.

(4) Within ten (10) days of the meeting at this Step, the Labor Relations Manager or designee shall submit to the Grievance-Liaison Representative a written response to the grievance.

(D) Step Three - Arbitration.

(1) Arbitration Notification. If a Grievant, after receiving the written answer to a grievance at Step Two of the Grievance Procedure, still feels that the grievance has not been resolved to the Grievant's satisfaction, the Grievant may request that the O.L.C. initiate arbitration. Should the O.L.C. approve the request, the O.L.C. shall notify the Labor Relations Manager or designee of the O.L.C.'s intention to proceed to arbitration within twenty-one (21) days of the Grievance-Liaison Representative's receipt of the written answer from the Labor Relations Manager or designee at Step Two.

(2) Selection of Arbitrator.

(a) The parties will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject one (1) list only and request from FMCS another list of seven (7) arbitrators.

(b) The arbitrator shall be notified of his\her selection to hear a grievance by a joint letter from the Labor Relations Manager or designee and the O.L.C., requesting that he/she set a date and time for the hearing subject to the availability of the City and O.L.C. representatives, provided that the hearing must be held within sixty (60) calendar days following the selection of the arbitrator. If the selected arbitrator is unable to schedule the hearing within the sixty (60) day period, either the City or the O.L.C. may initiate the process to select from another list of arbitrators from FMCS; or the parties may mutually agree to waive the sixty (60) day period.

(3) Authority of Arbitrator. The arbitrator's role shall be to determine whether a violation of this Contract has occurred. In fulfilling that role, the arbitrator shall not add to, subtract from, change or modify any of the terms of this Contract. In discipline cases the arbitrator's role shall be limited to determining whether the member committed the act or omission for which the member was disciplined; if the arbitrator finds that the member committed the act or omission, the disciplinary penalty imposed by the Labor Relations Manager or designee shall not be changed. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Contract based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the O.L.C. and the City, the arbitrator shall be empowered to determine and decide the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Contract, will be accepted as final by the City, O.L.C. and the member(s), and all parties will abide by it.

(4) Arbitrator's Findings. The arbitrator shall include specific findings of fact in his/her award and if a contract violation is found, he/she shall state the specific contract article(s) and section(s) that have been violated, the facts relied upon to find such a violation and the law, if any, relied upon to reach his/her decision.

(5) Arbitration Expenses. The cost of the arbitration hearing, including the arbitrator's fee and expenses and the cost of the facility at which the hearing is held, shall be shared equally by the parties. Upon a separate motion by either party, the arbitrator will determine the proportion of expenses to be paid by each party.

9.7 TIME OFF FOR PRESENTING GRIEVANCES.

A member and his/her Grievance-Liaison Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. The Grievance-Liaison Representative or grievant must obtain prior approval from the grievant's immediate supervisor, pursuant to Section 5.5 of this Contract, before conducting meetings with the grievant while the grievant is on duty. Such approval by the supervisor shall not be unreasonably withheld. The meetings between a grievant and his/her Grievance-Liaison Representative shall be held at a police facility or the Union Office. The Grievance-Liaison Representative shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

9.8 ACCESS TO DOCUMENTS AND OTHER MATERIALS.

All documents and other materials upon which the City relies as the basis for the action taken which gave rise to the grievance shall, upon request, be furnished to the Grievance-Liaison Representative. The O.L.C. will, upon request, furnish to the City all documents and other materials upon which it relies as the basis for its position on the grievance.

9.9 GRIEVANCE-LIAISON REPRESENTATIVE.

Grievants and the Grievance-Liaison Representative shall not receive overtime pay to engage in grievance activities provided for herein. The O.L.C. shall notify the Chief of Police and the Labor Relations Manager or designee, in writing, of the name of the Grievance-Liaison Representative immediately following his/her appointment.

9.10 TIME LIMITS.

It is the City's and the O.L.C.'s intention that all time limits in the above Grievance Procedure shall be met. The parties' designated representatives may mutually agree, at any Step, to shorten time extensions, but any such extension must be in writing and signed by the parties. In the absence of such mutual extensions, at any Step where a response is not forthcoming within the specified time limits, the grievance shall automatically be taken to the

next step of the procedure. Any Step in the Grievance Procedure may be waived on any grievance by mutual written consent signed by both parties. Any dispute arising under Section 9.6(A), Preliminary Step, may be processed through the chain of command whose actions gave rise to the grievance if different from that of the grievant.

9.11 REPRESENTATIVES IN MEETINGS.
In each step of the Grievance Procedure outlined in Section 9.6, certain specific representatives shall be given approval to attend the meetings therein prescribed. Either party may bring additional representatives that are necessary to any meeting in the Grievance Procedure.

9.12 GRIEVANCE FORMS.
The Labor Relations Manager or designee and the O.L.C. shall jointly develop a Grievance Form. Such Forms will be supplied by the O.L.C. The Form is to be prepared in triplicate. Copies of the completed Form, including the action taken, will be distributed as provided in Section 9.6. The jointly-developed Grievance Form will be made available to the Grievance-Liaison Representative.

9.13 NON-DISCRIMINATION.
No member or official of the Union shall be removed, disciplined, harassed, or discriminated against because the member or Union official has filed or pursued a grievance under this Article.

ARTICLE 10 - LABOR RELATIONS MEETINGS

10.1 MEETINGS.
To facilitate communication, the City and the O.L.C. agree that the O.L.C. Grievance Chairman and the Administrative Deputy Chief of Police may meet quarterly for the purpose of discussing matters of mutual concern, if necessary. The City's Labor Relations Manager shall serve as moderator/facilitator of such meetings. Additional meetings may be held upon mutual agreement.

10.2 ADDITIONAL PARTICIPATION.
Upon mutual agreement, additional interested parties may become participants in any meeting held under Section 10.1 above.

ARTICLE 11 - WORK RULES AND DIVISION DIRECTIVES

11.1 RULES AND DIRECTIVES.
The City agrees that, to the extent possible, work rules shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a member that a

work rule or Division directive is in violation of this Contract, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The City shall provide the O.L.C. with copies of any revised or new work rules and Division directives in advance of their intended effective dates. Members are required to adhere to the rules, regulations, policies and directives of the City of Columbus and Division of Police.

ARTICLE 12 - NO STRIKE, NO LOCKOUT

12.1 NO STRIKE, NO LOCKOUT.

(A) The O.L.C. agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time which will interrupt or interfere with the operation of the City. No member represented by the O.L.C. shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this Article, the O.L.C. agrees to take affirmative steps with the member concerned such as letters, bulletins, telegrams, and member's meetings to bring about an immediate resumption of normal work.

(B) The City agrees that it will neither lockout members nor will it do anything to provoke interruptions or prevent such continuity of performance by said members insofar as such performance is required in the normal and usual operation of City services.

12.2 DEFINITIONS.

A "strike" means concerted action in failing to report to duty including, but not limited to, willful absence from one's position, stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, sympathy strike, secondary boycott, residential picketing, sit-down, concerted refusal to perform overtime, mass absenteeism, mass resignations, or any other intentional interruption or disruption of the operations of the City at any locations, regardless of the reason for doing so.

12.3 VIOLATIONS.

Any or all members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Any grievance regarding such discipline shall be subject to immediate review at the Second Step of the Grievance Procedure as provided in Article 9.

ARTICLE 13 - MISCELLANEOUS

13.1 SAFE EQUIPMENT.
The City shall furnish and shall maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

13.2 LAYOFFS.
The Civil Service Commission is responsible for the establishment and the enforcement of the rules governing layoffs. Both the City and the O.L.C. agree to strictly adhere to the layoff rules established by the Civil Service Commission, however should the City intend to institute a job abolishment or layoff action during the term of this contract, the City agrees to provide notification to the O.L.C. of an impending layoff at least thirty (30) days in advance of the intended effective date of this action.

13.3 CONTRACT COPIES.
As soon as practical following the signing of this Contract, the City and the O.L.C. agree to equally share the responsibility of providing copies of the contract, and agree to equally share the cost thereof, if any.

13.4 ASSIGNMENT OF CITY-OWNED MOTOR VEHICLES.
The Chief of Police shall maintain a policy for the assignment of City-owned vehicles and parking spaces based upon the mission and operational needs of the Division of Police. The elements of said policy will be established at the discretion of the Chief of Police, and the parties shall be bound thereby.

13.5 EMPLOYER PROVIDED TRAINING OPPORTUNITIES.
Any member who receives voluntary training outside the Division of Police for a job assignment for which the City incurs costs of more than fifteen hundred dollars ($1,500.00) in any twelve (12)-month period shall remain in that job classification for a minimum of eighteen (18) months after the completion of such training. The fifteen hundred dollars ($1,500.00) shall include tuition; course fees, course materials and equipment; travel expenses; and per diem. If the member fails to remain in the job classification for the eighteen (18) month period for any reason, except for a promotion within the Public Safety Department, death or disability retirement, the member will be required to repay such training costs on a pro-rated basis for each month remaining of the eighteen (18) month period. The cost of training to be repaid to the City is the amount resulting from dividing eighteen (18) months by the months not served (e.g., the cost of the training divided by eighteen (18) months and then multiplied by the number of months not served). Any amounts due to the City under this pay back requirement shall be deducted from the

member's final paycheck. The member shall make arrangements with the Appointing Authority before the last day of employment for payment of any additional balance due.

A member may request exemption from repayment as a result of separation from City service as outlined in this Section because of a catastrophic situation. The member's request must be submitted up to the Director of Public Safety whose decision will be final and cannot be grieved. However, a meeting may be held between the member and the Division Human Resources Manager to discuss the exemption request to clarify relevant facts.

ARTICLE 14 - WAGES AND SERVICE CREDIT

14.1 GENERAL PAY PLAN.

(A) **Pay Ranges and Rates of Pay.** The following pay ranges and hourly rates of pay are hereby established as the "General Pay Plan" of this Contract. These pay ranges and hourly rates of pay shall be applied to the several classes of positions as set forth in Section 3.2. All members of the bargaining unit (as of the date this Contract is passed by City Council) shall receive a retroactive pay increase of two and one half percent (2.5%) (as reflected in the table below) to the pay period that includes April 2, 2010. Effective the pay period that includes April 2, 2011, all members of the bargaining unit shall receive a pay increase of two and three quarters percent (2.75%). Effective the pay period that includes April 2, 2012, all members of the bargaining unit shall receive a pay increase of three percent (3%). Retroactive pay increases shall be limited to straight-time (any time paid by the City, i.e., vacation, sick, injury, holiday, compensatory time, and time worked out-of-class); and overtime.

2010 Pay Plan – Effective April 2, 2010	2.5% Increase					
Pay Range	**Step 0**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
S6	16.97	18.14	19.33	20.52	21.81	22.85
S7	20.06	21.23	22.41	23.58	24.82	25.91
S8	23.17	24.31	25.45	26.65	27.81	28.99
S9	20.24-24.32	26.45	28.11	29.76	31.41	33.02
S10	22.53-27.23	29.61	31.49	33.32	35.14	36.99
2011 Pay Plan – Effective April 2, 2011	**2.75% Increase**					
Pay Range	**Step 0**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
S6	17.44	18.64	19.86	21.08	22.41	23.48
S7	20.61	21.81	23.03	24.23	25.50	26.62
S8	23.81	24.98	26.15	27.38	28.57	29.79
S9	20.80-24.99	27.18	28.88	30.58	32.27	33.93
S10	23.15-27.98	30.42	32.36	34.24	36.11	38.01
2012 Pay Plan - Effective April 2, 2012	**3.0%**					
Pay Range	**Step 0**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
S6	17.96	19.20	20.46	21.71	23.08	24.18
S7	21.23	22.46	23.72	24.96	26.27	27.42
S8	24.52	25.73	26.93	28.20	29.43	30.68
S9	21.42-25.74	28.00	29.75	31.50	33.24	34.95
S10	23.84-28.82	31.33	33.33	35.27	37.19	39.15

(B) The system shall be applied in the following manner:

(1) Full-time members with less than one (1) year of continuous service shall be paid at a range applicable for their classification in Step 0.

(2) Full-time members with more than one (1) year but less than two (2) years continuous service shall be paid at a range applicable for their classification in Step 1.

(3) Full-time members with more than two (2) years continuous service shall be paid at a range applicable for their classification in Step 2.

(4) Full-time members with more than two (2) years continuous service but less than three (3) years continuous service shall be paid at a

range applicable for their classification in Step 2. All full-time members with more than three (3) years continuous service shall be paid at a range applicable for their classification in Step 3.

(5) Full-time members with more than three (3) years continuous service but less than four (4) years continuous service shall be paid at a range applicable for their classification in Step 3. All full-time members with more than four (4) years continuous service shall be paid at a range applicable for their classification in Step 4.

(6) Full-time members with more than five (5) years continuous service shall be paid at a range applicable for their classification in Step 5.

(C) Each year of continuous service shall be based upon a member's continuous service as defined in Article 1.

(D) Members shall qualify for the step increases provided for under this section on the first day of the pay period following completion of each required year of continuous service.

14.2 ADMINISTRATION OF PAY PLAN.

(A) **Pay Rates Established on Effective Date.** Upon passage of this Contract by City Council, the hourly rate of pay of each member covered by this contract shall be at the sole pay rate established in Section 14.1.

(B) **Hiring Rate.** The hiring rate for a class shall be at the lowest pay rate in the range except as otherwise provided herein. Wherein a multiple pay range is established for a classification, the Appointing Authority will designate the range and rate within the range at which the member shall be paid.

(C) **Demotion.** Whenever a member demotes to a classification in a lower pay range, that member's pay rate will be at the lower pay range but in the same step level as previously held by the member.

(D) **Full-time City Employment and Additional City Employment.**

(1) Full-time City Employment. The hourly rates of pay provided by this Contract are fixed on the basis of full-time employment in full-time positions.

(2) Additional City Employment.

(a) Any member who simultaneously works in or occupies more than one position is not entitled to and shall not receive compensation, or any other benefits or privileges allowed for employees by the City, for more than one position, unless otherwise provided herein.

(b) Any member who seeks or obtains additional City employment beyond the member's present appointment shall first obtain, in writing, the approval of the Appointing Authority of the member's present position. Such written approval must be filed with the member's personnel file. Failure to obtain written permission shall subject the member to possible disciplinary action. In such cases where total City employment exceeds forty (40) hours in a workweek, the overtime provisions of Article 15 of this Contract shall apply.

(c) Upon approval of additional employment with the City, the Appointing Authority for the member's present position shall, at that time, determine in writing whether the member shall be entitled and shall receive additional vacation and sick leave benefits pursuant to the provisions of this Contract. In no event shall the member receive injury leave or insurance coverage beyond that provided for a member occupying only one position.

(E) **Additional Compensation or Benefits.** No member shall receive, and the City Treasurer is hereby directed not to draw any checks, or any additional compensation in any form, sick and injury leave, vacation, insurance coverage and any and all other benefits and privileges, for any member who substitutes or acts for another in the position of another, other than the position to which he/she was appointed pursuant to the Ohio Constitution, City Charter provisions, and the rules and regulations of the Civil Service Commission. No Appointing Authority shall appoint any person or submit any personnel action form contrary to said constitution, charter and rules and regulations and the provisions of this Contract, except as otherwise provided in Section 15.10 of this Contract.

(F) **Payroll Deductions.** Payroll deductions shall be governed first by the ability of the City Auditor's payroll system to handle them, and secondly, upon a determination by the City of the type of payroll deductions which are to be offered to employees and also based upon which ones will benefit the largest number of employees. Deductions or withholdings, except where demanded or required by law, must be agreed to in writing by the member with the specific reason stated in writing and filed with the Appointing Authority.

(G) **City Council Authorization Required.** The Civil Service Commission and the City Auditor are hereby prohibited from approving and/or paying any pay rate based on the assignment of any class to a pay range not specifically authorized by the parties and approved by City Council.

14.3 SERVICE CREDIT.

A service credit payment shall be paid during December of each year to those full-time employees of the City, who are in active service, paid status or authorized leave without pay as of November 30 of each calendar year. The computation of the total years of continuous service as set forth in the following schedule shall be based upon paid status in a full-time position as of November 30 of the appropriate calendar year. For the sole purpose of determining service credit in this Section, the years of continuous service in the schedule below shall include military leave without pay, leave without pay due to a City injury when the member is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, and other administrative leave without pay as authorized by the Appointing Authority for activities connected with City employee relations. No service credit shall be allowed or paid to any member for time lost for any other leave without pay or time lost as a result of disciplinary action.

The following service credit schedule shall be used for all eligible bargaining unit employees.

SERVICE CREDIT PAYMENT SCHEDULE

More than 5 years of continuous service	$600
More than 8 years of continuous service	$700
More than 14 years of continuous service	$800
More than 20 years of continuous service	$1000
More than 25 years of continuous service	$1050

14.4 EMPLOYEE'S CONTRIBUTION TO PERS.

That portion of the member's contribution made to the Ohio Public Employees Retirement System, equal to 10% of the member's earned compensation, shall be picked up (assumed and paid) on behalf of the member, and in lieu of payment by the member, by the City. The provisions of this paragraph shall apply uniformly to said members and no such member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. Any remaining portion of the member's contribution that might exist shall continue to be paid by the member.

Effective June 13, 2010, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to nine percent (9%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The provisions of this paragraph shall apply uniformly to said members and no such member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. Any remaining

portion of the member's contribution that might exist shall continue to be paid by the member.

Effective the pay period that includes April 2, 2011, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to eight percent (8%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The provisions of this paragraph shall apply uniformly to said members and no such member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. Any remaining portion of the member's contribution that might exist shall continue to be paid by the member.

Effective the pay period that includes April 2, 2012, that portion of an employee's contribution made to the Ohio Public Employees Retirement System equal to seven percent (7%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. The provisions of this paragraph shall apply uniformly to said members and no such member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. Any remaining portion of the member's contribution that might exist shall continue to be paid by the member.

The term "earned compensation" shall mean any and all monies earned by a member from the City, for which there is a pension contribution. The City shall, in reporting and making remittances to the Ohio Public Employee Retirement System, report that each member's contribution has been made as provided by Statute. The City hereby declares that the sum paid hereunder by the City on behalf of a member is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the member's earnings or basis of his/her contribution to the Ohio Public Employee Retirement System, the amount paid by the City on behalf of a member as a portion of his/her statutory obligation is intended to be and shall be considered as having been paid by the member in fulfillment of his/her statutory obligation.

ARTICLE 15 - HOURS OF WORK, OVERTIME, AND REPORT-IN PAY

15.1 REPORT-IN AND CALL-IN PAY.

(A) When any full-time member reports for work in his/her regular shift and has not received notification from his/her immediate supervisor by the previous workday not to report, he/she shall be assigned at least three (3) hours of work at any available job or in the event that no work is available, he/she shall be paid three (3) hours straight-time at his/her regular hourly rate and released from duty no more than thirty (30) minutes after the report-in time.

(B) When any full-time member is required to report to work after he/she has been relieved of duty upon the completion of the member's regular schedule and he/she reports, he/she shall be paid for a minimum of four (4) hours at time and one-half his/her regular hourly rate. If the call-back occurs within two (2) hours of the start of the member's regular shift, he/she shall be paid a minimum of two (2) hours at time and one-half his/her regular hourly rate. This provision does not apply in cases of overtime authorized as an extension of a regular shift.

15.2 WORKWEEK.

(A) **Normal Workweek**. The normal workweek for full-time members shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, during the period beginning at 12:01 a.m. Sunday and ending at midnight Saturday.

In twenty-four (24) hour operations or where there is a continuous seven-day-a-week operation made necessary because of the nature of the work, the normal workweek for full-time members shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day during the period starting 12:01 a.m. Sunday to midnight Saturday. Special work schedules may have hours of work and provisions other than the foregoing or other than those listed elsewhere in this Contract.

(B) **Overtime eligibility and pay.**

(1) Time and one-half (1½) the straight-time hourly rate will be paid for time worked over eight (8) straight-time hours per day.

(2) Time and one-half (1½) will be paid for time worked on a member's regular days off providing that said member has accumulated forty (40) straight-time hours in paid status during that workweek. For all purposes of this Section 15.2, paid status will not include sick leave, injury leave or disability leave.

(3) Time worked due to work schedules being changed at the request of the member is not subject to overtime compensation to the extent permitted by the Fair Labor Standards Act.

(4) Members working a non-standard workweek shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of ten (10) in any day or forty (40) in any non-standard workweek shall be compensated for at a rate of time and one-half (1½) provided the member has accumulated forty (40) straight-time hours in paid status in the non-standard workweek. For purposes of this Section 15.2, paid status will not include sick leave, injury leave or disability leave.

(C) Non-Standard Workweek. At the written request of the member, the City may approve a non-standard workweek consisting of four (4) consecutive ten (10) hour workdays, with three (3) consecutive days off, with the following conditions:

(1) Members must submit a rationale for the proposed non-standard workweek with their written request. All details relating to the non-standard workweek must be resolved as a condition of approval of the non-standard workweek.

(2) Approval of non-standard workweek must be obtained from the Chief of Police, the Appointing Authority, and the Labor Relations Manager.

(3) The City retains the right to modify the non-standard workweek schedule based on divisional needs. In case of non-emergency, the City will notify the member at least two (2) weeks prior to the modification. In cases of emergency no prior notification is needed.

15.3 OVERTIME POLICY.

It shall be the policy of the Division to avoid overtime work except when absolutely necessary. The Division shall not compensate for overtime work in any form or manner except on the advance authorization of the appropriate supervisor, except that in an emergency such authorization may be granted subsequently.

15.4 DISTRIBUTION OF OVERTIME.

Members within the same classification and with the same work capabilities within the same reporting location who are participating in the overtime provisions shall have an equal opportunity to earn voluntary overtime pay.

15.5 COURT PAY.

(A) When an off-duty member is subpoenaed to court and so reports, the member shall be paid or credited a minimum of three (3) hours at the member's appropriate rate of pay.

(B) If the member is notified not to appear in court at least the day before he/she is required by subpoena to appear in court, no court pay shall be provided.

(C) The following provisions shall apply to members scheduled to appear in court other than during regularly scheduled working hours.

(1) A member who receives a subpoena requiring a court appearance after 12:00 noon shall contact the appropriate Liaison Unit for approval to attend. The members shall seek such approval between 11:30 a.m. and 12:30 p.m. on the date of the scheduled court appearance. If the court appearance is canceled, the member shall be paid or credited for one (1) hour at the member's straight-time rate.

(2) When a member is subpoenaed for a court appearance on his/her regularly scheduled day off and is notified on that day not to appear, as provided herein, the member shall be paid or credited with two (2) hours at the straight-time rate.

15.6 ELECTION OF CASH PAYMENTS.

All overtime earned shall be compensated for by time-off or cash payment. The member must make a selection of time-off or cash payment at the beginning of the fiscal year on a form designated by the Police Division. Payment in cash shall be made for any accumulation beyond forty (40) hours unless the member chooses to accumulate zero (0) hours, forty (40) hours, eighty (80) hours or one hundred sixty (160) hours.

15.7 LUNCH PERIODS.

All members shall be granted a one-half (½) hour paid lunch period during each full eight (8) hour shift. There will be no breaks granted during said full shift. Whenever possible the lunch period shall be scheduled at the middle of each full shift. When an emergency or scheduled overtime extends the workday by more than four (4) hours, an additional lunch period shall be granted.

15.8 PUNCTUALITY.

Members are required to be punctual.

15.9 COMPENSATORY TIME.

(A) **Calculation.** Compensatory time is time earned on a premium basis. The amount of compensatory time earned is calculated by multiplying the number of hours actually worked on an authorized premium basis by one and one-half (1½) when time and one-half is applicable. The compensatory time account balances shall be maintained in units of hours.

(B) **Eligibility.** A compensatory time account may be established for full-time members. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The member may, at the

member's option, receive either cash payment or compensatory time for time worked on a premium basis.

(C) **Conditions.** The following conditions shall govern the use of compensatory time:

(1) Compensatory time upon request by the member may be taken by the employee at such time or times as may be approved by the Chief of Police.

(2) A member who is about to be separated from city service for any reason and who has an unused compensatory time account balance to the member's credit shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the member's regular hourly straight time wage rate by the number of hours in the member's compensatory time account upon separation.

(3) No interest is to be paid by the City on any compensatory time account.

15.10 WORKING OUT OF CLASSIFICATION PAY.

If a member is required to perform the duties of a higher classification for eight (8) or more consecutive hours, the member shall be paid four percent (4%) above the member's current wage rate for each hour worked in the higher classification for all hours during which they perform such duties.

If a member is required to perform the duties of the next higher classification as a result of a vacancy in that rank, and if the member performs such duties continuously and is subsequently promoted without interruption (i.e., without first being returned to the member's prior assignment), then the member's seniority date for the new classification shall be the date of assignment to the next higher classification which immediately preceded the promotion.

ARTICLE 16 - SHIFT DIFFERENTIAL PAY

16.1 SHIFT DESIGNATION.

The Chief of Police at the time of hire shall designate or assign the applicable shift for each new hire. The shift designation shall determine the shift differential for the entire shift.

16.2 SHIFT DIFFERENTIAL PAY RATES.

A differential in pay of sixty cents ($.60) per hour over the regular hourly rate shall be paid to members who are assigned to work either the second or third shifts.

16.3 METHOD OF PAYMENT.

For purposes of computing leave with pay except for compensatory time, shift differential shall not be paid in addition to regular pay. In those offices where only one (1) shift prevails, no differential shall be paid regardless of the hours of the day that are worked. Shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.

ARTICLE 17 - UNIFORMS

17.1 ESTABLISHMENT OF UNIFORM POLICY.

The Appointing Authority or designee shall establish policies regarding the necessity and types of work uniforms to be made available to members. The City shall enter into appropriate contracts with vendors to provide items of clothing required under the Appointing Authority's policies. If uniforms are required, members shall be furnished with a voucher to obtain the appropriate types and quantities. The purchase, fitting and cleaning of uniforms shall be done outside of work time.

17.2 UNIFORM COMMITTEE.

O.L.C. may designate a committee of three (3) members to make recommendations (which represent a consensus of the committee) to the Chief of Police concerning members' uniforms. Any proposed change(s) to the uniforms shall be reviewed by the Uniform Committee, and the Committee shall make a recommendation to the Chief of Police regarding such proposed change(s) prior to the final decision by the Chief.

ARTICLE 18 - HOLIDAYS

18.1 HOLIDAYS.

The following are designated as paid holidays for members:

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
Washington's Birthday, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Member's Birthday
Any special holiday proclaimed by the Mayor

18.2 HOLIDAY TIME OFF.
For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Chief of Police through the use of paid leave.

18.3 HOLIDAY PAYMENT.
A member, except as provided in Section 18.9 hereof, shall be compensated an additional eight (8) hours for each of the holidays specified in Section 18.1 for which the member was in paid status and holiday leave was not used. Payment shall be made in one (1) lump sum installment. Payment will be made after December 31 each year but before January 31 of the next year.

18.4 HOURLY RATE FOR HOLIDAYS.
The wage rate to be used to calculate the lump sum payment shall be the regular hourly rate earned by the member at the end of the pay period prior to the issuance of the lump sum payment.

18.5 PRORATED PAYMENT FOR HOLIDAYS.
Upon termination for any reason, members who are eligible for holiday payment will be paid as part of their terminal pay, the final partial year holiday pay on a prorated pay basis. Prorated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of termination.

18.6 CELEBRATION DAY FOR HOLIDAYS.
For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday.

18.7 BIRTHDAY HOLIDAY.
If a member's birthday falls on the day celebrated as another of the holidays mentioned in Section 18.1, the member shall be granted and compensated for one (1) additional holiday for the member's birthday.

18.8 USE OF HOLIDAY LEAVE.
A member may use holiday leave on the day the holiday is celebrated or on any day thereafter until the end of the fiscal year.

18.9 APPLICATION TO STEP 0 MEMBERS.
Should a day celebrated as one of the above named paid holidays fall on the Step 0 employee's normal workday, Step 0 members shall not work on said holiday, shall receive no additional pay for said holiday, but shall be paid eight (8) hours pay for said workday as though the member worked it. Should a holiday be celebrated on other than the Step 0 member's normal workday, the Step 0 member shall not work said holiday but shall receive eight (8) hours holiday pay for any such holiday as part of the lump sum annual holiday payment the member is to receive.

18.10 SEPARATION FOR HOLIDAY AND OVERTIME ACCUMULATION.
A member who is owed compensation for overtime worked and for work on a holiday shall be compensated at the time of separation. Such compensation shall be computed at the rate in effect for said member at the time of separation.

ARTICLE 19 - VACATION LEAVE

19.1 VACATION LEAVE.
The vacation year for members shall end at the close of business on the last day of the first pay period that begins in the month of January.

19.2 VACATION ACCRUAL.
Each full-time member working a forty (40) hour workweek shall earn vacation in accordance with the schedule below. The vacation accrual schedule shall be as follows:

(A)

Years of Total City Service	Hours Per Pay Period	Days Per Year
6 months but less than 3 years	3.077 hours	10 days
3 years but less than 6 years	4.924 hours	16 days
6 years but less than 13 years	7.077 hours	23 days
13 years but less than 20 years	8.000 hours	26 days
20 or more years	9.231 hours	30 days

(B) Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the first full pay period that begins in the month of January:

Years of Total City Service	Maximum Vacation Balances
6 months but less than 3 years	160 hours (20 days)
3 years but less than 6 years	256 hours (32 days)
6 years but less than 13 years	368 hours (46 days)
13 years but less than 20 years	416 hours (52 days)
20 or more years	480 hours (60 days)

(C) For the purposes of this Article, total City service is defined to include all periods of full-time employment with the City. Any periods of interruption of service (including but not limited to resignation, layoff, or discharge for cause) will not be included in the computation of City service for the purpose of this Article. However, any member who has retired from the State of Ohio or any of its political subdivisions, and is reemployed or hired by the City, shall not have prior service with the City counted for purposes of determining the vacation accrual rate.

Vacation accrual rates are based on "total City service," as outlined in the preceding paragraph, except for members whose most recent date of hire was prior to July 5, 1987, where total City service for purposes of vacation accrual is defined to be the total of all periods of full-time employment with the City, the State of Ohio and any political subdivision of the State. However, any member not employed in the bargaining unit as of the effective date of this Contract and any member who has retired from the State of Ohio or any of its political subdivisions including the City, and is reemployed or hired by the City on or after June 24, 1987, shall not have prior service with the City, the State or Ohio or any of its political subdivisions recognized for purposes of determining the vacation accrual rate.

Requests for recognition of periods of full-time service with the State of Ohio and its political subdivisions for accrual rate purposes shall be made in writing and forwarded to the City Auditor through the Appointing Authority before adjustments can be made to the vacation accrual rate. Adjustments to vacation accrual rates, based on previous employment with the State of Ohio or political subdivisions of the State as specified herein, shall be effective as soon as practicable following the verification by the Appointing Authority and certification by the City Auditor. This computation will be used only for the purpose of determining the rate at which vacation is earned.

The provisions of Section 19.2 shall be in lieu of any prospective or retrospective application of Section 9.44 of the Ohio Revised Code. For all purposes herein, the parties agree that Section 9.44 of the Ohio Revised Code does not apply to this Contract or to any members in the bargaining unit.

19.3 PAYMENT FOR EXCESS VACATION BALANCES.

At the end of the last pay period in the vacation year, members may be paid for any vacation balances in excess of the maximums fixed by Section 19.2 of this Article upon certification by the Appointing Authority to the City Auditor and the approval of the City Council that due to emergency work requirements it is not in the best interests of the City to permit the member to take vacation leave which would otherwise be forfeited as provided in Section 19.2.

19.4 EFFECT OF UNPAID STATUS ON VACATION ACCRUAL.

No vacation credit shall be allowed for any member working a forty (40) hour workweek for any pay period in which such member is off duty and not in paid status for more than eight (8) hours of regularly scheduled work except for paid military leave; and except that when a member is required to report for work and does so report and is denied work because of circumstances beyond the member's control, absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article.

19.5 SEPARATION PAYMENT FOR VACATION.

A full-time member with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from City service through discharge, resignation, retirement, or layoff and who has unused vacation leave to the member's credit, shall be paid in a lump sum, less applicable withholding and any amounts owed by the member to the City, for each hour of unused vacation leave in lieu of granting such member a vacation leave after his/her last day of active service with the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 19.2 based on length of total City service. However, such payment for members who retire shall be permitted to exceed the maximum accrual in Section 19.2(B) only to the extent that the member's vacation leave account at the time of retirement exceeds the maximum accrual as a result of vacation time earned in the member's last "vacation year" as that term is defined in Section 19.1. Vacation balances over the maximum accrual of less than one (1) full hour shall not be paid.

19.6 PAYMENT OF VACATION BALANCES OF DECEASED EMPLOYEES.

When a member dies while in paid status, any unused vacation leave to his/her credit shall be paid to the surviving spouse. In the event the member has no surviving spouse, said balance shall be paid to the estate of the deceased, any other provisions of this Article notwithstanding.

19.7 USE OF VACATION.

(A) All vacation leaves shall be taken at such times as may be approved by the Appointing Authority.

(B) For new hires or rehires, no vacation leave may be granted until the member has accrued thirteen (13) pay periods of vacation hours in continuous active City service at the rate of vacation accrual appropriate for that member.

(C) Vacation leave may be taken in increments of one-tenth (1/10) of an hour with the approval of the Appointing Authority.

ARTICLE 20 - SICK LEAVE

20.1 SICK LEAVE ACCRUAL.

(A) Each member shall receive sick leave as follows: No sick leave credit shall accrue for any such pay period in which such member is off duty and not in paid status more than eight (8) hours of regularly scheduled work except for paid military leave.

During the first pay period of each calendar year, each full-time member employed on that date shall be credited with seventy-two (72) hours of sick leave with pay (hereafter referred to as "sick leave entitlement") for the remainder of that calendar year. Each full-time member hired on or after the first pay period of each year shall, on the date of hire, receive sick leave entitlement for the remainder of that calendar year computed as follows: six (6.0) hours for each calendar month in the calendar year of hire, commencing with the month following the month in which the member was hired. However, for each full calendar month in which a member is in unpaid status, six (6.0) hours shall be deducted from his/her paid sick leave entitlement. When a member is required to report to work and does so report but is denied work because of circumstances beyond his/her control, absence from work for the balance of that calendar month shall not be considered as unpaid work status for the purposes of this section.

(B) Sick leave shall be cumulative and any member having unused sick leave prior to the effective date of this Contract shall be credited with such unused sick leave for the purpose of this Contract.

(C) No sick leave with pay shall accrue except for service as an employee of the City of Columbus.

(D) No unearned sick leave may be granted to any member except as provided herein. Sick leave may be approved in multiples of one-tenth (1/10) of an hour.

(E) No sick leave with pay shall accrue except for service as an employee of the City of Columbus, except that an employee who has been employed by the State of Ohio, or any political subdivision thereof, shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service, provided employment with the City occurs within ten (10) years after leaving his/her prior position. Such unused sick leave balance shall be subject to all provisions of this Article, with the exception that such unused sick leave shall not be eligible for payment as described in Section 20.3.

20.2 USE OF SICK LEAVE.

(A) Sick leave with pay shall be granted only for the following reasons:

(1) Sickness of the member.

(2) Injury to the member which is not subject to the provisions of Article 21, Injury Leave.

(3) Medical, dental, or optical consultation or treatment of the member, whether work or non-work related.

(4) Sickness of a spouse, child, step-child, and upon prior approval of the Chief of Police, a family member who is dependent for his/her health and well-being on the member. Members shall be granted not more than five (5) workdays in any calendar year for sickness in the immediate family. The Chief of Police or designee may require a certificate of the attending physician before paying any member under this Paragraph. In special cases where the Public Safety Director deems that more than five (5) workdays are necessary, the Director may, in his/her sole discretion, grant such leave.

(5) Quarantine of a member because of exposure to a contagious disease. The Chief of Police or designee shall require a certificate of the attending physician before paying any member under this Paragraph.

(6) Any member scheduled to work on a holiday as designated in Article 18 who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.

(7) In the event a member uses all his/her injury leave time and is still unable to return to active duty, he/she may, with the approval of the Public Safety Director, use any sick leave, compensatory time and vacation time to which the member is otherwise entitled.

(8) Death in the immediate family, as that term is defined in Article 1, for up to five (5) work days per instance.

(B) The Chief of Police may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested for more than three (3) days, or when the chain of command has cause to believe that the sick leave was not used for the purpose requested.

(C) A member on sick leave with pay is expected to be at the member's place of residence during duty hours and may be required to show just cause for not being at home during regular duty hours.

(D) Sick leave with pay shall be charged at the rate of one-tenth (1/10) of an hour for each one-tenth (1/10) of an hour of regularly scheduled work from which a member is absent, when sick leave is chargeable to such absence under the provisions of this Article.

(E) Pregnancy-related disabilities shall be treated as any other non-work-related disability.

20.3 PAYMENT UPON SEPARATION OR DEATH.

A member who is to be separated from the City service through discharge, resignation, retirement, or layoff, may, if he/she so desires, be paid in lump sum one (1) hour of pay for each six (6) hours of unused sick leave to his/her credit for total accruals up to and including 1,100 hours; one (1) hour of pay for each three (3) hours of unused sick leave to his/her credit for all accruals in excess of 1,100 hours up to and including 2,300 hours. Such payment shall be paid at the member's hourly rate of pay at time of separation.

No reimbursement shall be made to any member with less than one (1) year of service or one hundred ninety-two (192) hours accrued sick leave credit, except that, when a member dies while in paid status, all unused sick leave to his/her credit shall be paid in a lump sum to the surviving spouse. In the event the member has no surviving spouse, said balance shall be paid to the estate of the deceased, at the rates provided in the above Paragraph.

A member who is separated from City service through discharge, resignation, retirement or layoff on or before December 31 of any year, the number of sick leave hours which that member has to his/her credit at the time of separation shall be reduced by the number of paid sick leave hours used plus six (6.0) hours for each calendar month remaining in the calendar year following the month of separation. If, after such calculation, the member has any unused sick leave hours for that calendar year, the member shall be paid, at the time of separation, for such unused sick leave hours for that year, at his/her regular straight-time hourly rate in effect at that time, less applicable withholding and any amounts owed by the member to the City. If, after such calculation, the member has used more sick leave hours than that to which he/she was entitled, an amount shall be deducted from his/her final paycheck for such hours, at his/her regular straight-time hourly rate in effect at that time, or the member shall develop a schedule, that is acceptable to the City, to repay the dollar value of the reduced number of sick leave hours.

20.4 CONVERSION OF SICK LEAVE AND PAYMENT OF SICK LEAVE RECIPROCITY.

A member must select between receiving sick leave reciprocity or conversion of sick leave as outlined herein.

(A) **Conversion of Sick Leave.** Each member may, during the month of January of each year, convert sick leave to vacation leave subject to the following conditions:

(1) A member must convert in eight (8) hour increments.

(2) A member may convert up to forty-eight (48) hours of sick leave.

(3) Sick leave shall be converted at a rate of one (1) hour of sick leave for one (1) hour of vacation leave.

(4) Once sick leave has been converted to vacation leave, it shall not be converted back to sick leave.

(B) **Payment of Sick Leave Reciprocity.**

(1) Each full-time member shall be paid, at his/her regular straight-time hourly rate in effect on December 31 of the previous year, for any unused sick leave hours awarded during the preceding calendar year, up to a maximum of seventy-two (72) hours, on a one-for-one basis, or at the member's option, may carry over any unused sick leave hours to the next year.

(2) No interest is planned or to be paid by the City on this account.

ARTICLE 21 - INJURY LEAVE

21.1 INJURY LEAVE WITH PAY.

All members shall be allowed injury leave with pay up to a maximum of sixty (60) work days per calendar year for on-the-job injuries, not to exceed a total of one hundred twenty (120) workdays per injury. The one hundred twenty (120) day total shall apply to any injuries (and any recurrences of the same injuries) occurring prior to January 1, 2011. Any injury leave which is granted for reasons permissible under a FMLA leave as provided in Section 22.6 shall be charged as a FMLA leave and shall be subject to the twelve (12) week per year limitation for the length of a FMLA leave.

For all injuries that occur on or after January 1, 2011, all members shall be allowed injury leave with pay up to a maximum of fifty (50) workdays per calendar year for on-the-job injuries, not to exceed a total of one hundred (100) workdays

per injury, for on-the-job injuries that meet the requirements set forth in this Article. The one hundred (100) day total shall apply to injuries (and any recurrences of the same injuries) occurring on or after January 1, 2011.

For all injuries that occur on or after January 1, 2012, all members shall be allowed injury leave with pay up to a maximum of forty (40) workdays per calendar year for on-the-job injuries, not to exceed a total of eighty (80) workdays per injury, for on-the-job injuries that meet the requirements set forth in this Article. The eighty (80) day total shall apply to injuries (and any recurrences of the same injuries) occurring on or after January 1, 2012.

Injuries must be reported to the member's immediate supervisor no more than forty-eight (48) hours after such injury is known. If a member who has been granted injury leave does not begin receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation by the time the injury leave has been utilized, and the member has a claim filed under the Ohio Workers' Compensation laws for such payment, then the City shall continue to pay the member seventy-two percent (72%) of his/her wages until such time as payments from the Bureau are received or the claim is denied by the Bureau. In any instance of double payment by both the City and the Bureau for the same day or days, the member shall provide full reimbursement to the City in a prompt manner.

21.2 ELIGIBLE INJURIES.
Injury leave with pay shall be granted to a member only for injuries determined by the Director of Human Resources or designee as caused by the actual performance of the duties of the member's position.

21.3 REPORTING REQUIREMENTS.
A report of the cause of all injuries signed by the immediate supervisor, the Division Administrator, and the Appointing Authority shall be submitted to the Director of Human Resources or designee within four (4) days of the date the injury is reported by the member on forms designed and furnished by the Director of Human Resources or his/her designee.

21.4 AUTHORIZATION OF INJURY LEAVE.
No member shall be granted injury leave with pay unless the Appointing Authority has in his/her possession written authorization signed by the Director of Human Resources or designee indicating the approximate length of the leave. No member on injury leave shall be returned to work without the written approval of an attending physician. If there is a recurrence of a previous injury, the Appointing Authority must request approval of injury leave for each recurrence. If, in the judgment of the Director of Human Resources or designee, the injury is such that the member is capable of performing his/her regular duties or light duties during the period of convalescence, the Director of Human Resources or designee shall so notify the Appointing Authority in writing and deny injury leave

with pay. Whenever a member is required to stop working because of an injury or other service-connected disability, he/she shall be paid for the remaining hours of that day or shift at his/her regular rate, and such time shall not be charged to leave of any kind.

21.5 APPEALS TO THE BOARD OF INDUSTRIAL RELATIONS.

Any injured member may appeal the decision of the Director of Human Resources or designee by written notice to the Board of Industrial Relations within ten (10) days of notification that injury leave has been denied. The Board of Industrial Relations, at the City's expense, may require a member to be examined by a physician of the Board's choice.

21.6 LEAVE WHILE CLAIM IS PENDING.

Pending a decision by the Director of Human Resources or designee, a member applying for injury leave may be carried on sick leave or vacation leave with pay, in that order, which shall be restored to his/her credit upon certification by the Director of Human Resources or designee that injury leave has been approved. However, when a member is applying for injury leave, exclusive of apparent heart attack cases, and the Chief of Police can establish that the injury occurred during the member's hours of work for the City, then the member may be carried on injury leave with pay pending certification by the Director of Human Resources or designee that injury leave has been approved. In no case may the member be carried on injury leave for a period of time in excess of the member's amount of accumulated sick leave and vacation leave prior to certification by the Director of Human Resources or designee that injury leave has been approved. If injury leave is not certified by the Director of Human Resources or designee, the member will be charged sick leave, and vacation leave, in that order, for the time used.

21.7 INJURY LEAVE FOR EXAMINATION AND TREATMENT.

Pursuant to rules established by the Director of Human Resources or designee, time off for the purpose of medical examination, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from injury occurring during any period of time a member was in paid status and performing services for the City required by his/her employment shall be charged to injury leave.

21.8 INSURANCE CONTINUATION.

While a member is on approved injury leave with pay or upon proof that a member is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, the accrual of employee benefits shall continue uninterrupted and the City shall maintain applicable insurance benefits for the member until such time as the member returns to duty, resigns, retires or is terminated.

Providing a member continues monthly premium contributions as set forth in Section 24.9, insurance coverage for which the member is eligible will be

extended ninety (90) days beyond the end of the month during which a member's approved leave without pay or leave of absence status became effective.

21.9 BI-WEEKLY CONTACT WITH DEPARTMENT/DIVISION.

An employee on disability leave shall maintain bi-weekly contact with the designated department/division human resources representative during the period of time they are disabled. This requirement may be modified in writing by the designated department/division human resources representative for extended leaves. An employee shall notify the designated department/division human resources representative at least seven (7) days before his/her expected return to work date to reconfirm that date.

ARTICLE 22 - SPECIAL LEAVES

22.1 SPECIAL LEAVE.

In addition to other leaves authorized herein, the Public Safety Director may authorize special leave of absence with or without pay for purposes beneficial to the member and the City.

22.2 JURY DUTY LEAVE.

(A) A member, while serving upon a jury in any court of record in Franklin County or adjoining counties of Delaware, Licking, Fairfield, Pickaway, Madison, or Union, shall be paid the member's regular salary for each of the workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury fees to the Administrative Deputy Chief who shall then deposit such funds with the City Treasurer. Time so served shall be deemed active and continuous service for all purposes.

(B) When a full-time member receives notice for jury duty in any court of record of Franklin County, Ohio, or in any adjoining county, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the member's personnel file.

(1) When notified by the court to report for jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the member to his/her supervisor upon return to work.

(2) When a member is not required to be in court for jury duty for two (2) or more hours of the member's regular shift, the member shall report to work for such time at the beginning of his/her work shift before being required to report to jury duty and/or after being released from jury duty two (2) or more hours before the end of his/her work shift. The supervisor in each individual case shall determine the time the member shall be released from work to report to jury duty or return to work after being released from jury duty.

22.3 EXAMINATION LEAVE.

Time off with pay shall be allowed to members to participate in promotional tests or to take a required examination, pertinent to their City employment, before a State or Federal licensing board.

22.4 COURT LEAVE.

Time off with pay shall be allowed members who are required to attend any court of record as a witness for the City of Columbus in civil matters. Upon receipt of payment for witness service, the member shall submit witness fees to the Administrative Deputy Chief who shall then deposit such funds with the City Treasurer. The provisions of Section 22.2(B) (2) above shall apply to all leaves granted under this Section 22.4.

22.5 MILITARY LEAVE.

(A) **Military Leave.** Members who serve in the Ohio National Guard, U.S. Air Force Reserve, or the U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve shall be granted military leave of absence with pay in addition to vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour workdays or one hundred seventy-six (176) hours during each calendar year. Excepting and providing that, when the Governor of the State of Ohio or the President of the United States declares that a State of emergency exists, then, in that event, the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period, or periods, whether or not consecutive, not to exceed twenty-two (22) eight (8) hour workdays or one hundred seventy-six (176) hours during each calendar year. A member's regular salary shall be paid for the period of time so served.

Any member who is entitled to military leave as provided in this subsection, and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work days or one hundred and seventy-six (176) hours in any one (1) calendar year, for each calendar year in which military duty is performed, because of an executive order signed by the President of the United States, or an act of Congress, is entitled to additional paid leave during the period designated in the order or act. The amount of payment during each month of this additional leave shall be the lesser of:

(1) The difference between the member's gross monthly wage as a City employee and the sum of his/her gross military pay and allowances received that month; or

(2) Five hundred dollars ($500).

However, no member shall receive payment for periods in excess of twenty-two (22) eight hour days or one hundred seventy-six (176) hours in any one (1) calendar year if the sum of his/her gross military pay and allowances received in a month exceeds his/her gross monthly wage or salary as a City employee.

(B) **Re-employment.** Re-employment of a member who leaves the employment of the City to serve in the armed forces of the United States of America or any branch thereof shall be governed by the following principles:

(1) An eligible member shall be re-employed in the position in which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided that the member is qualified to perform the duties of such position.

(2) Any member who has entered the service as Stated above must request restoration to the position within ninety (90) days of receiving an honorable discharge from the armed forces or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "armed forces of the United States", as used in this section, shall be deemed to include such services as designated by the Congress of the United States.

(4) Nothing contained in this subsection shall obligate the City to re-employ a member whose cumulative absences for military service exceed five (5) years.

(5) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. §43.01 et seq.

22.6 FAMILY AND MEDICAL LEAVE.

(A) Full-time bargaining unit members who have worked for the City for at least twelve (12) months, and have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for the following:

(1) For birth of a son or daughter, and to care for the newborn child.

(2) For placement with the member of a son or daughter for adoption or foster care.

(3) To care for the member's spouse, child, or parent with a serious health condition;

(4) Because of a serious health condition that makes the member unable to perform the functions of the member's job.

(B) For the purposes of Section 22.6(A):

(1) FMLA leave shall be granted for a member's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the City, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

(2) "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. A member's "child" is one for whom the member has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

(3) "Parent" means a biological parent or an individual who stands or stood in loco parentis to a member when the member was a child. This term does not include parents "in law."

(4) A member's right to FMLA leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the member.

(5) The City uses a rolling twelve (12) month period measured backward from the date leave is used.

(C) "Serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:

(1) In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);

(2) Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health care provider or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider;

(3) Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy, etc.; or

(4) Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the member or family member is under the continuing supervision of a health care provider; or

(5) Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis).

(6) Any period of incapacity due to pregnancy or for prenatal care by a health care provider.

(7) Serious health condition does not ordinarily include the common cold, the flu, earaches, upset stomachs, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems or periodontal problems. This list is not inclusive of all types of conditions that do not constitute a serious health condition.

(D) Members may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary to treat the member's serious health conditions, or the serious health condition of the member's spouse, child or parent. If leave is requested on this basis, however, the City may require the member to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

(E) Upon return from FMLA leave, the member shall be returned to the position held prior to the leave or an equivalent position.

(F) The City shall maintain insurance benefits for the duration of FMLA leave at the level and under the same conditions coverage would have been provided if the member had continued in active work status for the duration of the leave.

(G) During an unpaid FMLA leave, members shall not continue to accrue seniority or continuous service and shall not accrue any employment benefits for the period of the leave, except for continuation of insurance benefits as provided in Paragraph (F) immediately above.

(H) All accrued sick leave, and disability leave if applicable, and vacation, in that order, must be utilized for any FMLA leave taken for any FMLA-qualifying reason. In addition, an employee may request to use compensatory time for any

FMLA-qualifying reason following the use of sick leave, disability leave if applicable, and vacation, in that order. Any paid leave taken shall run concurrently with FMLA.

(I) The following notice and scheduling requirements shall apply to FMLA leave requests:

(1) Members must give thirty (30) days notice to the City before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the member must notify the City as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If a member has actual notice of the notice requirement stated in 22.6(I) (1) above, (this requirement of actual notice is fulfilled by posting a notice at the worksite), and fails to provide the City with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of leave until at least thirty (30) days after the member provides notice.

(3) Members shall provide at least verbal notice sufficient to make the City aware that the member needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The City may inquire further of the member if it is necessary to have more information about whether FMLA leave is to be taken.

(4) If a member takes leave based on the serious health condition of the member or to care for a family member, the member must make a reasonable effort to schedule treatment so as to not unduly disrupt the City's operation.

(J) The following medical certification requirements shall apply to FMLA leave requests:

(1) Members who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the member or the member's family member on a form acceptable to the Human Resources Director or designee. For the member's own medical leave, the certification must include a statement that the member is unable to perform the functions of the member's position and a

statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the member's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the member is needed to provide care.

(2) The City shall give members requesting FMLA leave written notice of the requirement for medical certification.

(3) In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the member and the City.

(4) Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.

(5) In most cases, the City shall request that a member furnish certification from a health care provider at the time the member requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave commences. The City may request certification or recertification at some later date if the City has reason to question the appropriateness of the leave or its duration.

(6) Certification shall be submitted using a form approved by the Human Resources Director for use by members consistent with the FMLA.

(7) All members who take FMLA leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to work. The City may seek fitness for duty certification only with

regard to the particular health condition that caused the member's need for FMLA leave.

(K) The City may require a member on FMLA leave to report periodically on the member's status and intent to return to work. An FMLA leave will not be granted to permit a member to accept gainful employment elsewhere, including self-employment. If a member gives unequivocal notice of intent not to return, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the member cease.

(L) Leaves that are granted under any other provision of this Contract, whether paid or unpaid, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA leave and shall be subject to the twelve (12) week per year limitation for the length of the FMLA leave.

22.7 PERSONAL BUSINESS DAY.

Each member shall receive one (1) eight (8) hour personal business day per vacation year, as defined in Section 19.1, to conduct personal business that cannot be conducted outside of the regular workday. If notice is given at least forty-eight (48) hours in advance, no reason needs to be stated and no documentation is required. If notice of less than forty-eight (48) hours is given, the leave may be approved at the discretion of the Appointing Authority or designee. Personal business days shall not accumulate and shall have no cash-out value. Effective with the 2011 vacation year, each member shall receive two (2) eight (8) hour personal business days per vacation year.

22.8. BETTY BRZEZINSKI LIVING ORGAN DONOR LEAVE.

A full-time member in active service will be eligible to receive regular pay for up to two hundred forty (240) hours of leave per year for the member's donation of any portion of an adult liver, lung or pancreas or because of the member's donation of an adult kidney.

A full-time member in active service is eligible to receive regular pay for up to fifty-six (56) hours of leave per year for the member's donation of adult bone marrow. Such leave shall be charged as Family Medical Leave (FMLA) as provided in Section 22.6 of this contract and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave provided the member qualifies as provided in Section 22.6. If a member qualifies for FMLA leave, the member will not be required to exhaust sick and vacation leave benefits as provided in 22.6(H) until the living organ donor leave has been exhausted.

Paid time off pursuant to this section is subject to review of appropriate medical documentation by the Director of Human Resources or designee.

ARTICLE 23 - TUITION REIMBURSEMENT

23.1 REIMBURSEMENT PROGRAM.

To foster and encourage lifelong learning, all full-time members who have completed one (1) or more years of continuous active service prior to the date of the start of a course shall be eligible for a reimbursement of instructional fees, laboratory fees and general fees of up to two thousand dollars ($2,000) per calendar year for undergraduate studies; up to two thousand two hundred dollars ($2,200) per calendar year for graduate studies; or up to one thousand five hundred dollars ($1,500) per calendar year for courses/training for continuing education voluntarily undertaken by the member that is directly related to the member's job duties. The tuition reimbursement program shall be subject to the following conditions:

(A) No member on an unpaid leave of absence, unauthorized leave of absence or injury leave may apply for tuition reimbursement.

(B) There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued.

(C) Tuition reimbursement shall be extended to include reimbursement for course fees for continuing education (seminars, conferences and workshops) that is directly related to the member's current job.

(D) All undergraduate and graduate courses must be taken other than during scheduled working hours. Continuing education courses may be taken during scheduled working hours with the approval of the Appointing Authority. All scheduled hours for courses of instruction must be filed through the Appointing Authority or his/her designee and forwarded to the Director of Human Resources. All courses are subject to approval by the Human Resources Director or designee. All scheduled times of courses must be approved by the Appointing Authority or designee. Any situation which, in the discretion of the Appointing Authority or designee, would require a member's presence on the job, shall take complete and final precedence over any time scheduled for courses.

(E) Institutions must be located, or courses of instruction given within Franklin County or adjoining counties. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Internet

courses will be approved on a case-by-case basis consistent with the provisions of this Article. Seminars, conferences and workshops will only be considered for reimbursement under the provisions of Section 23.1(C) and any related expenses or location must be approved in advance by the Appointing Authority.

(F) The Human Resources Director or designee shall determine the approved institutions for which reimbursement for instructional fees and associated fees (general and laboratory) may be made under this Section. Only those institutions approved by the Director of Human Resources or designee shall establish eligibility of the member to receive reimbursement. Additional institutions may be considered by forwarding an application for reimbursement to the Director of Human Resources. Application for approval of institutions and courses must be made to the Director of Human Resources not more than thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s).

(G) Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to payment from the City.

(H) Reimbursement for instructional fees and associated general, laboratory fees or continuing education fees will be made when the member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment, or unpaid bill, from the institution confirming completion of the approved course.

(I) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of instructional fees and associated fees.

(J) The administration of the tuition reimbursement program will require the Director of Human Resources to be responsible for establishing rules, devising forms and keeping records for the program.

(K) A member participating in the tuition reimbursement program (including continuing education) who terminates City employment for any reason (other than layoff or death) must repay the tuition reimbursement paid by the City for courses taken within the following time frames based on the member's termination date (pay back period to be based on the date the course or semester ended, not the date of payment by the City):

2 years - continuing education, undergraduate studies, graduate studies;

3 years - J.D., Ph. D. studies.

Any amounts due to the City under this pay back requirement shall be deducted from the member's final paycheck, including any applicable vacation pay, holiday pay, sick leave, etc. The member shall make the arrangements for payment of any additional balance due with the Director of Human Resources before the member's last day of employment.

ARTICLE 24 – INSURANCE

24.1 INTRODUCTION.
All insurance provisions contained in the 2007-2010 collective bargaining agreement between the parties herein shall remain in effect until January 1, 2011, at which time the benefits will expire and will be replaced with the following provisions:

24.2 MEDICAL.
The City will provide hospitalization and surgical benefits, based on the City's existing comprehensive major medical model and modified as outlined below. The deductible and co-insurance apply to all services.

(A) Comprehensive Major Medical.

(1) A $200 annual deductible with an 80/20 percent co-insurance of the next $1,500 of reasonable charges or $300, for a total out-of-pocket maximum of $500 per single contract per year.

(2) A $400 annual family deductible, with an 80/20 percent co-insurance of the next $2,000 of reasonable charges or $400, for a total out-of-pocket maximum of $800 per family contract.

(3) The reimbursement rate will be determined based on reasonable charges, not usual, customary and reasonable.

(B) The plan has been modified to comply with HR 3101. For new hires (excluding current members) and their eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the member's effective date of hire, the medical condition will not be payable for twelve (12) months from the effective date of coverage. For late enrollees, the pre-existing period relates to the effective date of coverage. The member can reduce their twelve (12) months pre-existing period by submitting a statement of creditable coverage from a prior employer's health insurer.

(C) **Medical PPO.** If a member and/or dependent receive services from a preferred provider organization (PPO), reimbursements will be eighty/twenty percent (80/20%) coinsurance. If the participating providers are not used, coinsurance reduces to sixty/forty percent (60/40%). The additional twenty percent (20%) coinsurance is the employee's responsibility and not subject to the out-of-pocket maximum. Any PPO network modifications by the Plan Administrator will apply.

(D) Physician office visits will be subject to a fifteen dollar ($15.00) co-pay per in-network primary care physician visit (including family, general, internal, pediatrician, and OB/GYN physicians); the fifteen dollar ($15.00) co-pay will apply to out-patient psychiatric and substance abuse doctors' office visits subject to the limits specified in Section 24(I). Eligible services, which shall include diagnostic, surgical, and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 24.2(J) and (K) provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.

(E) Specialty care physician office visits will be subject to a twenty-five dollar ($25.00) co-pay per in-network specialist visit. Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 24.2(J) and (K) provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.

(F) The office co-pay does not apply to the annual deductible; however, office co-pays will apply to the annual out-of-pocket maximum. Care rendered by non-network providers shall be subject to the annual deductible, co-insurance, out-of-pocket maximum, and twenty percent (20%) penalty as specified in Section 24.2(C).

(G) **In-Patient Hospital Coverage.** After satisfying the annual deductible, the plan pays 80% of reasonable charges for a semi-private room and ancillary services for medical stays at an in-network hospital. Once out-of-pocket expenses and reasonable charge provisions have been met, the plan will reimburse the hospital at 100% for covered services.

For utilization at a Non-Network Hospital, an additional 20% penalty and any excess charges above reasonable rates are the employee's responsibility. Any charges for medically unnecessary care, non-covered services or charges beyond plan limitations are the employee's responsibility.

(H) Inpatient alcohol or drug treatment (substance abuse) is limited to one confinement per calendar year, per individual, with no more than thirty-five (35) calendar days per confinement. Inpatient psychiatric treatment is limited to a sixty (60) day maximum per calendar year.

(I) Outpatient alcohol or drug treatment (substance abuse) payments limited to a fifty percent (50%) co-payment, applied to a total of twenty-five (25) visits per calendar year per individual when provided by a non-network provider.

Outpatient alcohol or drug treatment (substance abuse) payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Section 24.2(D).

Outpatient psychiatric payments limited to a sixty/forty percent (60/40%) co-pay, applied to a total of twenty-five (25) visits per calendar year when provided by a non-network provider.

Outpatient psychiatric payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Section 24.2(D).

A mental health/substance abuse case management benefit is offered whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined medically necessary by the plan administrator. The medical necessity and exchange rate shall be determined by the plan administrator.

(J) Effective with office visits occurring on or after January 1, 2011, the plan will cover routine physicals, exams, immunizations and diagnostic tests subject to an annual maximum of five hundred dollars ($500) per individual for covered persons age one (1) (starting the day following the birthday) to age 18 birthday, age 18 and over with a two hundred dollar ($200) maximum; with a twelve hundred dollar ($1200) family maximum. An office visit co-pay shall apply as specified in Section 24.2 (D) and (E). Immunizations do not apply to the annual deductible; however, immunizations will apply to the annual out-of-pocket maximum. Care rendered by non-network providers shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Section 24.2 (A) (1) and (2), and twenty percent (20%) penalty. Stress tests are payable only if the plan administrator determines that they are medically necessary. House Bill 478 provides coverage for eligible dependents from birth to age nine (9).

(K) Effective January 1, 2011, well baby care from birth to age one (1) birthday including immunizations, exams, and routine diagnostic services are payable under the program up to a seven hundred fifty dollar ($750) maximum payment for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions.

(L) Effective January 1, 2011, provide coverage for routine mammograms up to a maximum of one hundred twenty-five dollars ($125), according to the following frequency:

- one (1) baseline exam for women 35-39 years old;
- one (1) exam every year (calendar) for women age 40 and over.

(M) Effective January 1, 2011, provide coverage for an annual (one per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over up to a maximum of eighty-five dollars ($85.00).

For men or women age 40 and over, one sigmoidoscopy exam per three year (calendar) period, will be covered up to a maximum of one hundred dollars ($100.00). For men age 40 and over, an annual (one per calendar year) PSA blood test will be covered up to a maximum of one hundred dollars ($100.00).

(N) Weight loss schedule limited to examination charges only. Food supplements in treatment of obesity are excluded.

(O) Services rendered by a Hospice Care program will be covered up to a maximum of sixty (60) days. Covered services include those services for which the employee and covered dependents are eligible during a hospital admission.

(P) Physical therapy, occupational therapy and/or chiropractic visits will be covered up to a combined annual maximum of thirty (30) visits per person, based upon medical necessity.

(Q) Prescription drug deductible charges are not payable under this medical contract.

(R) **Medical Case Management.** A program that allows a consultant to review the medical treatment for an individual to determine whether the covered person does or does not qualify for alternate medical treatment benefits. The determination for a patient's medical case management eligibility will be primarily based upon medical necessity and appropriate medical care. The Plan Administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

24.3 COST CONTAINMENT.

(A) **Pre-Admission Certification.** If a member or a dependent is informed that a non-emergency inpatient admission or inpatient psychiatric treatment is necessary, the admission must be pre-certified by the City's medical utilization review administrator. If no pre-certification was made, a ten percent (10%) co-insurance will be applied, in addition to the deductible and co-insurance provisions. This ten percent (10%) co-insurance does not apply to the out-of-pocket maximum. If the hospitalization is determined not to be medically necessary, the member will be responsible for the cost of all medically unnecessary care. If using a PPO network provider, the provider will be responsible

for pre-certification. The member is responsible for pre-certification if a non-participating provider is used.

(B) **Assigned Length of Stay.** Once an elective admission has been pre-certified, a length of stay is assigned. If the hospital stay extends beyond the assigned length of stay, all charges for the additional days of stay will be subject to a ten percent (10%) co-insurance in addition to the deductible and co-insurance provisions. This ten percent (10%) co-insurance does not apply to the out-of-pocket maximum.

(C) **Planned Discharge Program.** In the event a member or dependent is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting.

(D) **Mandatory Second Surgical Opinion.** For specified non-emergency surgeries, a second surgical opinion shall be required. The second opinion shall be covered at one hundred percent (100%) of the usual, customary and reasonable (UCR) charges. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of UCR charges. If a second opinion is not obtained for the specified surgeries, a ten percent (10%) co-insurance shall be applied, in addition to the deductible and co-insurance provisions. This ten percent (10%) co-insurance does not apply to the out-of-pocket maximum. Based on medical information obtained prior to the surgery, the City's medical utilization review administrator may waive the mandatory second surgical opinion required in specific cases.

(E) **Emergency Admissions.** Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within 48 hours of admission or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, co-insurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the member will be responsible for the cost of all medically unnecessary care.

(F) **Continued Treatment and Technological Review.** Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by the member's attending physicians will require the City's medical utilization review administrator's approval. The City's Plan Administrator may waive pre-certification requirements in specific cases. These treatments will include:

(1) Therapy and Treatment

(a) Physical Therapy

(b) Occupational Therapy

(c) Chiropractic Treatment

(d) Podiatric Treatment

(2) Advanced Technological Procedures

(a) Magnetic Resonance Imaging (MRI)

(b) Lithotripsy

(c) Ultrasound

(d) Angioplasty

Once the member's physician informs the member that it is medically necessary to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an on-going basis, the member must contact the City's Medical Utilization Review Administrator to obtain continued treatment authorization. Also, if the member's physician instructs the member to receive any of the listed technological procedures, it is necessary for the member to contact the City's Medical Utilization Review Administrator to obtain pre-treatment authorization.

In the event the member does not obtain authorization for continued therapy, treatment, or technological review, the member will be responsible for ten percent (10%) of the total charges, in addition to his/her deductible, co-payment and out-of-pocket maximum provisions. In the event the care the member receives is determined to be medically unnecessary, he/she will be responsible for all medically unnecessary care.

(G) A mental health and/or substance abuse case management benefit will be available whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined by the Plan Administrator. The medical necessity

and exchange rate shall be determined by the Plan Administrator.

24.4 DENTAL INSURANCE COVERAGE.

The City shall maintain the current dental coverage for all eligible members, including orthodontia coverage of one thousand eight hundred fifty dollars ($1,850.00). Dental general anesthesia administered by the dentist is a covered service and osseous surgery is eliminated from the dental plan, as this service is payable under the medical plan.

A voluntary dental PPO shall be available to members which allow voluntary selection of a participating provider which will result in no balance billing over reasonable charges. All existing coinsurance levels and exclusions continue to apply.

The following preventative dental services will be paid at 100% of the reasonable charge:

- Routine oral examinations – twice in any calendar year, January 1 through December 31.
- Routine prophylaxis (cleaning of teeth) – twice in any calendar year, January 1 through December 31.
- Topical application of fluoride – twice in any calendar year, January through December 31.

24.5 PRESCRIPTION DRUG COVERAGE.

The City shall maintain the current prescription drug coverage as outlined below.

(A) Prescription Drug.

(1) Prescriptions dispensed under the prescription drug ID card program and direct reimbursement program will be limited to a thirty (30) day maximum supply, the member shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00). The five dollar ($5.00) co-pay applies to all allergy prescriptions under the direct reimbursement program.

(2) Prescriptions dispensed under the mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the member shall be responsible for a ten dollar

($10.00) co-pay for generic drugs. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is fifty dollars ($50.00).

Maintenance drugs must be obtained through the mail order program. The original prescription with no refills may be purchased locally but subsequent refills must use the mail order program.

(3) For prescriptions dispensed under the prescription Drug Preferred Provider Organization (PPO) arrangement, the member shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00) for participating pharmacies. If participating pharmacies are not used, an additional ten dollar ($10.00) co-pay shall be imposed.

(B) Services Not Covered.

- Experimental drugs.
- Drugs which may be dispensed without prescription, such as aspirin, even though doctor may have prescribed these.
- Non-prescription items.
- Medications which are covered under the terms of any other employer sponsored group plan, or for which the individual is entitled to receive reimbursement under Workers' Compensation or any other Federal, State or Local Governmental program.
- Immunization Agents.
- Administration of prescription drugs.
- Any prescription refill in excess of the number specified by the physician, or any refill dispensed after one year from date of the physician's original order.
- Medication taken by, or administered to, the individual while a patient is in a licensed Hospital, extended care facility, nursing home or similar institution which operates, or allows to be operated, on its premises, a facility for dispensing drugs.

- Medically unnecessary drugs.
- Contraceptive medication, other than birth control pills.
- Dietary and food supplements.

24.6 VISION INSURANCE.
The City shall maintain the current vision coverage for all eligible members:

(A) Non-panel reimbursement schedule:

Professional Fees	
Examination up to	$ 35.00
Materials	
Single Vision Lenses, up to	$ 35.00
Bifocal Lenses, up to	$ 50.00
Trifocal Lenses, up to	$ 60.00
Lenticular Lenses, up to	$ 90.00
Frames, up to	$ 35.00
Contact Lenses - necessary	$170.00
Contact Lenses - cosmetic	$ 90.00

(B) Retail frame allowance $105.00

24.7 LIFE INSURANCE.
The City will provide a life insurance benefit for all members who die while employed by the City. The City shall pay the life insurance benefit to the beneficiary or contingent beneficiary designated by the member. Effective with City Council's acceptance of this contract the life insurance benefit shall be one and one-half (1.5) the member's straight-time hourly rate in effect at the time of death, multiplied by 2,080 hours and shall be paid in a lump sum as soon as practical.

24.8 NEW EMPLOYEE ELIGIBILITY.
Employees hired full-time on or after the effective date of this Contract will be eligible for dental and disability benefits on the first of the month following completion of one year of continuous City service.

24.9 PREMIUM CONTRIBUTIONS.
The monthly premium for all full-time members who participate in the City's insurance programs shall be an amount equal to nine percent (9%) of the negotiated insurance base. Effective with the pay period that includes April 2, 2011 all full time members shall pay an amount equal to ten percent (10%) of the negotiated insurance base. The negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for members in this bargaining unit for the preceding benefit year of February 1 through January 31. The premium will be established as single

and family rate. Half of the monthly premium will be deducted each pay-period not to exceed the total monthly premium.

Providing a member continues monthly premium contributions as set forth in this section, insurance coverage for which the member is eligible will be extended ninety (90) days beyond the end of the month during which a member's approved leave without pay or leave of absence status became effective. If monthly premium contributions are not paid by the member, the member's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, at the member's expense. If any outstanding monthly premium contributions are not paid as specified herein, the City is authorized to pursue collection of monies due by either deducting the monies directly from the member's regular paycheck, if any, or final paycheck from the City.

The monthly premium for the City's insurance continuation program, COBRA, shall be at the member's expense.

24.10 PRE-TAX BENEFITS.

An initial enrollment will be offered to full-time employees who choose to participate in a pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City or its appointed program administrator. Subsequent enrollments will be offered to new employees at the time of hire; existing employees may enroll during their group's pre-tax Open Enrollment month each year.

These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

24.11 COMMUNICABLE DISEASE TESTING.

At no charge to the member, the Division shall contract with a twenty-four (24) hour medical facility to test members who may have been exposed to communicable diseases, chemicals, noxious fumes, and/or smoke while in the performance of their duties.

24.12 APPEAL PROCESS.

The extent of coverage under the insurance policies (including self-insured plans) shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning a member's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans, including the claims appeal process available through the insurance company or third party Plan Administrator, and shall not be subject to the grievance procedure of this Contract. In the event the employee benefit booklet and negotiated contract are not specific, the Plan Administrator's guidelines will prevail; provided, however, that this shall not prejudice the right of the employee to appeal a claims dispute to the plan administrator and to the Ohio Department of Insurance.

ARTICLE 25 - DRUG-AND ALCOHOL-FREE WORKPLACE

The City and the O.L.C. have a mutual obligation to protect the workforce and the public from the actions of members impaired by alcohol or controlled substances. Therefore, the City and the O.L.C. have agreed to common elements that will shape and guide the parties' commitment to provide a drug and alcohol-free workplace. Members will be required to submit to urinalysis, breath, blood, or other body tissue testing, consistent with a drug and alcohol-free workplace policy and procedures.

A drug and alcohol-free workplace policy shall include the following:

(A) **Reasonable Suspicion Testing.** A reasonable suspicion standard will be used based on objective facts, documented in writing, and supported by two witnesses. Reasonable suspicion testing may consist of two tests: urine for drugs and breath for alcohol. Any final decision to administer testing will be made by the City's Drug and Alcohol Coordinator.

(B) Members shall have the right to consult with an O.L.C. Representative. The O.L.C. is entitled to a copy of the written documentation, and an O.L.C. Representative may accompany the member to the drug/alcohol test site.

(C) In addition to the reasonable suspicion standard, all bargaining unit members will be subject to random drug and alcohol testing. Such tests shall be spread reasonably throughout the year. Members subject to testing under this Section shall have the right to consult with an O.L.C. Representative, and the O.L.C. Representative may accompany the member to the drug and alcohol test site.

(D) **Post-Accident Testing.** All members, while driving a City vehicle, who are involved in a vehicular accident where any of the following occur:

(1) A fatality; or
(2) The employee receives a citation and the City vehicle is disabled and requires a tow; or
(3) The employee receives a citation and some one involved in the accident requires off-site medical treatment

shall be required to submit to drug and alcohol testing under the procedures for reasonable suspicion drug and alcohol testing set forth herein.

(E) A member who refuses to submit to a properly ordered drug/alcohol test may be subject to disciplinary charges for insubordination, with a penalty up to and including discharge. A refusal to submit to a properly ordered drug/alcohol test will be considered a positive test.

(F) All testing policies/procedures will conform to U.S. Department of Health and Human Services (HHS) standards.

(G) A member has the right to submit information to the Medical Review Physician to explain the reason(s) for a positive test.

(H) A member has the right to request and pay for a confirmatory test of the original sample at the member's own expense within five (5) working days after notice of the positive test result. Such confirmatory test shall be conducted at a HHS certified laboratory and in conformity with HHS established guidelines.

(I) Positive Test:

(1) First time.

(a) The member shall be referred to the City's Employee Assistance Program (EAP).

(b) There shall be no discipline if the member successfully completes all EAP recommendations

(c) A member's failure to participate in or complete the counseling and rehabilitation program may be grounds for discipline.

(d) A member may be disciplined for violation(s) of rules, directives, etc., notwithstanding the drug test results.

(J) The drug and alcohol testing policy shall be applied in a consistent, non-discriminatory manner, and shall accommodate the member's constitutional rights. It will also address the concept of rehabilitation and counseling of a member in lieu of discharge.

(K) The City shall inform members and supervisors regarding all elements of the drug and alcohol-free workplace policy and the various procedures involved.

ARTICLE 26 - DISABILITY PROGRAM

26.1 ELIGIBILITY AND WAITING PERIOD.
The City will provide, at no cost to members a disability program covering full-time members for non-work related illnesses and injuries. Members must complete one (1) year of continuous City service to be eligible on the first of the month following the completion of one (1) year of continuous service before qualifying for this benefit. This program shall provide for payment to the employee from the twelfth (12^{th}) day of accident or illness, for a maximum of twenty-six (26) weeks per disability within a 365 day period at eighty-one percent (81%) of the member's gross wages in effect at the time. Applicable Federal, State and local flat tax rates are deducted. The member may, if he/she so desires, elect to use all, or part of, his/her accumulated but unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the disability program provided that all current year sick leave accruals are exhausted before a member may use the available balance in any other sick leave bank. If a member exhausts all sick leave benefits, other approved leave may be granted by the Appointing Authority.

26.2 EFFECT ON SICK LEAVE.
During the period in which a member receives disability payments, he/she shall suffer no reduction in paid sick leave accrual set forth in Article 20 of this Contract, as applicable.

26.3 LIMITATIONS.
If, while receiving disability payments, the member performs work for the City or another employer, the amount of payment under the disability program shall be reduced by the compensation which he/she receives during that time period.

26.4 APPLICATION PROCEDURE AND DEADLINE.
The proper forms must be submitted to the City no later than forty-five (45) days from the commencement of disability; failure to comply will result in denial of disability benefits.

26.5 CONTINUATION OF CERTAIN BENEFITS.

While a member is paid disability benefits pursuant to this Article, vacation accruals shall cease. Holidays shall be paid at the disability benefit rate as set forth in this section. Medical, dental, drug, and vision insurance shall continue uninterrupted until the member is no longer on the disability program.

Providing a member continues monthly premium contributions as set forth in Section 24.9, insurance coverage for which the member is eligible will be extended ninety (90) days beyond the end of the month during which a member's approved leave without pay or leave of absence status became effective.

26.6 BI-WEEKLY CONTACT WITH DEPARTMENT/DIVISION.

An employee on disability leave shall maintain bi-weekly contact with the designated department/division human resources representative during the period of time they are disabled. This requirement may be modified in writing by the designated department/division human resources representative for extended leaves. An employee shall notify the designated department/division human resources representative at least seven (7) days before his/her expected return to work date to reconfirm that date.

ARTICLE 27 - ENTIRE CONTRACT

This Contract, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining as defined by State law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Contract, including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article 6, even though the exercise of such rights may involve subjects or matters not referred to or covered in this Contract.

ARTICLE 28 - DURATION OF CONTRACT

This Contract shall be effective April 2, 2010 unless otherwise specified, and shall remain in full force and effect through April 1, 2013 and from year to year thereafter, unless either party gives written notice to the other of its intent to negotiate any or all of its provisions or modify such Contract no more than one hundred-twenty (120) days nor less than ninety (90) days prior to its expiration date, or any anniversary thereof. If such written notice is given, negotiations shall commence within ten (10) days thereafter.

FOR THE CITY OF COLUMBUS:

Michael B. Coleman
Mayor

Janet J. (Campbell) Lanza
Chief Negotiator

James D. Reynolds
Labor Relations Specialist

Aileen N. Heiser
Budget Management Specialist

FOR THE UNION:

Tracy Rader
O.L.C. Representative

Heather McClellan
Chairman

Jacalyn Chappelear
Team Member

APPENDIX A

Side Letter

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #1

April 14, 2010

Tracy Rader
Chief Negotiator
FOP/OLC
222 East Town Street
Columbus, Ohio 43215

Dear Tracy:

Subject: Position Openings

The City agrees to advertise openings in the Police Daily Bulletin for any of the classifications in the bargaining unit that become open during the term of this collective bargaining agreement. Members who have completed their probationary period within the classification may express interest in any vacancy to the Division's Human Resources representative.

Sincerely,

Janet J. (Campbell) Lanza
City's Chief Negotiator

Please indicate by signing below if the aforementioned indicates agreement of the parties.

Tracy Rader, OLC Chief Negotiator

Compensation Management
Employee Benefits/Risk Management
Employee Resources

Equal Employment Opportunity
Human Resources

Labor Relations
Occupational Safety
Training & Employee Development

The City of Columbus is an Equal Opportunity Employer

APPENDIX B

Letter of Agreement

Regarding Crime Laboratory 4x10 Alternative Work Schedule Pursuant to Section 15.2(C) of the Collective Bargaining Agreement

Letter of Agreement
Between The Fraternal Order of Police
Ohio Labor Council, Inc.
And the City of Columbus
Department of Public Safety
Division of Police

Regarding Crime Laboratory 4x10 Alternative Work Schedule Pursuant to Section 15.2(C) of the Collective Bargaining Agreement

April 14, 2010

Tracy Rader, Representative
FOP/OLC, Inc.
Division of Police
Columbus, Ohio

Dear Tracy:

The following outlines the terms of the four (4) ten (10) hour/day schedule for the Crime Lab as we discussed.

Hours of Work

The normal workweek shall consist of four (4) ten (10) hour days. For purposes of overtime, calculations will be based on a workweek of a Sunday through Saturday schedule. Each employee shall be assigned days off consisting of F/S/S or S/S/M, and the Department shall determine the number of employees assigned the designated days off. Duty hours will begin no earlier than 6:00 am and no later than 9:00 am and will continue for ten (10) hours.

Holiday Pay

In accordance with Article 18, Forensic Scientist IIs and Forensic Scientist IIIs will be compensated an additional eight (8) hours for each holiday. These employees are expected to report for duty on holidays unless they have requested and received approved leave. Approved holiday leave will require an employee to use eight (8) hours of such leave and an additional two (2) hours of vacation or compensatory time.

Personal Business Day

In accordance to Section 22.7 of the collective bargaining agreement, each employee is to receive two eight (8) hour Personal Business Days. An employee working the alternative work schedule must either supplement with other leave or report to work for two (2) hours when using a Personal Business Day.

Vacation Leave

Any employee who requests and is granted a vacation day off for any day on which he/she is scheduled to work a ten (10) hour shift shall be charged ten (10) hours of vacation leave for said day off. For vacation leave of less than one (1) full workday, an employee shall be charged in increments of one-tenth (1/10) hour for all time off during any shift.

The Bureau Commander or his/her designee shall determine the number of employees allowed on scheduled vacation at any one time. Vacations shall be bid by seniority.

Sick Leave

Sick leave accruals and usage shall be administered in accordance with the provisions of Article 20 with the exception of the following:

For each ten (10) hours of regular work from which an employee is absent, sick leave shall be used at the rate of ten (10) hours. For sick leave of less than one (1) full workday, an employee shall be charged in increments of not less than one-tenth (1/10) hour for all time on sick leave during any shift.

Disability Leave Procedures

All employees working ten (10) hour days shall be eligible to participate in the City's disability leave program as provided in Article 26 of the collective bargaining agreement, provided, however, that a ten (10) hour employee on approved disability leave shall receive 81% of his/her gross wages under the following formula:

(1) The employee's gross wage shall be computed on a forty (40) hour workweek for each full week in which an employee is off work.

(2) The employee shall receive 81% of his/her gross wage based upon said forty (40) hour workweek for each full week the employee is off work.

(3) For any partial week in which an employee is on the disability program, the employee shall receive 81% of his/her gross wage, under the above noted formula prorated to the number of hours the employee is off work due to disability during his/her regularly scheduled workweek.

Non-Participants

Any employee choosing not to participate in the four (4) day ten (10) hour per day work schedule shall be assigned to the traditional eight (8) hour per day five (5) day per week schedule.

Duration:

This Letter of Agreement may be terminated by either party giving to the other party thirty (30) days prior written notice of termination, but the duration shall be no longer than April 1, 2013.

Agreed on behalf of City of Columbus, Department of Public Safety:

Mitchell J. Brown — Date 6-23-10
Public Safety Director

Agreed on behalf of the City of Columbus, Department of Human Resources:

Janet J. (Campbell) Lanza — Date 5-24-10
Labor Relations Manager

Agreed on behalf of the Fraternal Order of Police, Ohio Labor Council, Inc.:

Tracy Rader — Date 5-24-2010
Representative

APPENDIX C

MOU

MEMORANDUM OF UNDERSTANDING #2007-01 (Revised April 2010)
between

THE CITY OF COLUMBUS
and
FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

REGARDING RETENTION OF FORENSIC SCIENTIST II AND III

The parties agree that maintaining a fully staffed and trained unit in the Crime Laboratory is vital. Recruitment and retention are critical factors in the Lab, and there have been challenges with recruitment and retention for the classifications of Forensic Scientist II and Forensic Scientist III. Therefore the parties agree to the following provisions:

Retention Bonus
A retention bonus of $1,000 (gross) will be paid to employees classified as Forensic Scientist II and Forensic Scientist III during calendar years 2010, 2011 and 2012 as provided herein.

1. The retention bonus will be based on an employee's classification seniority date.

2. An employee at any Step in the Pay Plan is eligible for the retention bonus.

3. In order to receive the retention bonus, an employee must receive a minimum overall performance rating of Fully Competent on the employee's performance evaluation.

4. The retention bonus is subject to appropriate legal deductions.

5. The bonus will be paid within four (4) pay periods following an employee's classification seniority date.

6. For those employees whose classification seniority dates fall in January 2008, the retention bonus will be retroactively applied.

Hiring Rate for Forensic Scientist II and Forensic Scientist III
The hiring rate for persons classified as Forensic Scientist II and Forensic Scientist III may be at a step higher than Step 0 within the assigned Pay Ranges as provided in Article 14 of the collective bargaining agreement, April 2, 2010 – April 1, 2013. The determination of the hiring rate is at the sole discretion of the Director of Public Safety.

Duration
The provisions of this Memorandum of Understanding will expire April 1, 2013, unless either party gives to the other a thirty (30) day notification of cancellation.

FOR THE CITY:

Chester C. Christie by [illegible] 6/29/10
Chester C. Christie Date
Director of Human Resources

Mitchell J. Brown 6-25-10
Mitchell J. Brown Date
Director of Public Safety

FOR FOP/OLC:

Tracy Rader 5-24-10
Tracy Rader Date
OLC Representative

CITY OF COLUMBUS
O.L.C. REPRESENTATIVE
REQUEST FOR LEAVE FOR UNION BUSINESS

NAME:_____

DATE:_____

In accordance with Article 5 of the contract, this completed document shall act as notification of and a request for authorization to absent myself from my regular job duties or worksite to conduct the Union business described below.

Expected Date:_____ Expected Start _____ AM/PM Expected Ending _____ AM/PM

Contact Phone #_____

FOR THE PURPOSE OF:

___ Union Training

___ Employee Contact

___ Answer Telephone Inquiry ___ Management Inquiry by_____

___ Complaint Investigation Issue:_____

Issue Resolved? Yes___ No___ If no, Grievance No. assigned_____

___ Representative of employee under investigation ___ Disciplinary Hearing

___Grievance Hearing Grievance No._____ Step 1____ Step 2____

Other_____

_____ _____
O.L.C. Representative Signature Date

_____ _____
O.L.C. Immediate Supervisor Date

Actual Hours Charged to Union Leave _____

O.L.C. Representative Initials_____ Immediate Supervisor's Initials_____

Original: Immediate Supervisor forwards to Payroll
Copy to: Union Representative

G:\contract\fopolc\2010 negotiation