05/06/11
10-MED-09-1081
0977-01
K27281

AGREEMENT

BY AND BETWEEN

THE CITY OF SHARONVILLE

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

(PATROL OFFICERS)

EXPIRES: December 31, 2013

INDEX

Title		Page
ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	"POLICE OFFICER" DEFINED	3
ARTICLE 4	FOP REPRESENTATION	3
ARTICLE 5	DUES DEDUCTION	5
ARTICLE 6	DUES DEDUCTION/FAIR SHARE FEE	5
ARTICLE 7	NON-DISCRIMINATION	7
ARTICLE 8	MANAGEMENT RIGHTS	7
ARTICLE 9	DISCIPLINE	9
ARTICLE 10	GRIEVANCE PROCEDURE	11
ARTICLE 11	PROBATIONARY EMPLOYEES	15
ARTICLE 12	PERSONNEL FILES	15
ARTICLE 13	SENIORITY	18
ARTICLE 14	LAYOFF AND RECALL	18
ARTICLE 15	NO STRIKE/NO LOCKOUT	19
ARTICLE 16	WORK PERIOD AND OVERTIME	20
ARTICLE 17	DRUG/ALCOHOL TESTING	26
ARTICLE 18	COURT TIME/CALL-IN TIME	35
ARTICLE 19	COMPENSATORY TIME	36
ARTICLE 20	WAGES AND COMPENSATION	37
ARTICLE 21	LONGEVITY	39
ARTICLE 22	PENSION, INSURANCE, AND DEFERRED COMPENSATION	39
ARTICLE 23	UNIFORMS	41
ARTICLE 24	TRAVEL AND TRAINING ALLOWANCES	42
ARTICLE 25	HOLIDAYS	45
ARTICLE 26	VACATION	47
ARTICLE 27	SICK LEAVE	49
ARTICLE 28	MISCELLANEOUS LEAVES	55
ARTICLE 29	INJURY LEAVE AND INJURED ON -DUTY LEAVE	61
ARTICLE 30	CANINE OFFICER COMPENSATION	64
ARTICLE 31	USE OF FORCE INCIDENTS	65
ARTICLE 32	RETIREMENT AND RESIGNATION	65
ARTICLE 33	PAYMENTS UPON RETIREMENT OR DEATH	66
ARTICLE 34	LABOR MANAGEMENT MEETINGS	67
ARTICLE 35	GENERAL CONDITIONS	68
ARTICLE 36	BULLETIN BOARDS	68
ARTICLE 37	SEVERABILITY	69
ARTICLE 38	FIELD TRAINING OFFICERS	69
ARTICLE 39	MINIMUM STANDARDS FOR PROMOTIONS	69
ARTICLE 40	POLICY AND PROCEDURE MANUAL	70
ARTICLE 41	DURATION	70
	SIGNATURE PAGE	71

ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into by and between the City of Sharonville, Ohio, hereinafter referred to as the "Employer" or the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP", solely as it relates to the Sharonville Police Department employees within the bargaining unit. The purpose of this Agreement is:

To comply with the requirements of Ohio Revised Code Chapter 4117; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer hereby recognizes the FOP, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the Detective and Patrol Officer classifications within the Police Department of the City of Sharonville as certified by the State Employment Relations Board in Case Number 04-REP-02-0022, dated September 15, 2004.

Section 2.2 All management level employees including Police Chief, police officers with rank of Sergeant and above, confidential employees, professional employees, seasonal and casual employees, and civilian employees of the Employer are specifically excluded from the bargaining unit.

ARTICLE 3
"POLICE OFFICER" DEFINED

Section 3.1 The term "officer", "police officer", or "police officers" as used in this Agreement shall refer to those persons included in the bargaining unit.

ARTICLE 4
FOP REPRESENTATION

Section 4.1 Non-employee representative(s) of the FOP shall be admitted

to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein with prior approval by the Safety/Service Director or his designee. Upon arrival, the FOP representative shall identify himself to the Safety/Service Director or his designee.

Section 4.2 The Employer shall recognize three (3) employees, designated by the employees of the certified bargaining unit and approved by the FOP, to act as FOP representatives for the purposes of representation as outlined in this Agreement.

Section 4.3 No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written certification of the person's selection as a FOP representative by the employees of the certified bargaining unit.

Section 4.4 Rules governing the activity of FOP representatives are as follows:

A) The FOP agrees that no official of the FOP, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein by the Police Chief or Safety/Service Director or their designee.

B) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during their regular working hours, provided that in each and every instance where such time is required, only one representative is assigned to a grievance, and the length of time and the time period with in the working hours shall be agreed upon previously by the FOP representative and the supervisor and/or the Chief of Police. The representative shall make all reasonable efforts, however, to process all grievances during non-working hours.

C) The FOP employee official shall cease unauthorized activities immediately upon request of the Police Chief or Safety/Service Director or their designee.

Section 4.5 An FOP employee representative who is on duty during, and participates at, a scheduled meeting between the Employer and the FOP

to negotiate a new collective bargaining agreement shall receive his regular pay for the regularly scheduled on-duty hours spent at the meeting and shall receive no additional compensation. An FOP employee representative who is off duty during, and participates at, a scheduled meeting between the Employer and the FOP to negotiate a new collective bargaining agreement shall receive no compensation for actual hours spent at the meeting.

ARTICLE 5
DUES DEDUCTION

Section 5.1 The Employer agrees to deduct regular FOP dues and fees at such intervals as the FOP notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the voluntarily signed written dues deduction authorization to the Employer's payroll officer. This dues deduction shall be given effect until the employee revokes the authorization by written notice to the Employer's payroll officer or until the employee's employment with the City is terminated. The Employer shall forward a check, for the aggregate of the dues and fees deducted, to the FOP's designated financial officer, together with an itemized list of the members for whom dues deductions were made.

Section 5.2 The FOP hereby indemnifies and holds the City and/or the City's payroll officer harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

ARTICLE 6
DUES DEDUCTION/FAIR SHARE FEE

Section 6.1. The City agrees to deduct, from the employees covered by this Agreement, regular FOP dues and fees at such intervals as the FOP notifies the City as proper. The deduction shall be made from the first paycheck of each month and shall be in the amount certified by the FOP to the City. No deduction shall be made from the pay of any employee unless and until the FOP furnishes to the City Clerk a payroll deduction form signed by the bargaining unit member authorizing deduction. The

City agrees to furnish to the FOP once a month a warrant in the aggregate amount of the-deductions made for that month together with a listing of the employees for whom deductions were made. The term "dues and fees" as used in this Article include monthly membership dues, and assessments.

Section 6.2. The City agrees to honor the check off authorization during the term of this Agreement unless and until notified in writing by the FOP that an employee has withdrawn from the membership and revoked their authorization.

Section 6.3. The dues and fees will be retroactive to September 1, 2005, and deducted by the Employer and shall be sent to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio, 43215-4611, or such address made available by the FOP from time to time.

Section 6.4. Payroll Deduction of Fair Share Fee - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the FOP, a fair share fee for the FOP's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the FOP's work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall not exceed 100% of the amount of the FOP dues for members.

Section 6.5. The FOP represents to the Employer that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the FOP, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Section 6.6. Entitlement to Rebate - Upon timely demand, non-members may apply to the FOP for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the FOP.

Section 6.7. Indemnification of the Employer - The FOP shall defend, indemnify and hold harmless the City, the City Trustees, and the City Administration, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this

Article, specifically including, but not limited to, any costs arising from any action in any court or administrative agency alleging that the FOP's internal rebate procedure is legally defective.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1 The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. The FOP shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2 Both parties recognize and agree that affiliation with the FOP is at the discretion of each individual employee. Employees in the classification comprising the bargaining unit covered by this Agreement have the right to participate or not participate in the FOP as they see fit. Neither party to the Agreement shall exert any pressure on any employee as regards such matters nor withhold advancement or other employment related opportunities because of affiliation or non-affiliation.

Section 7.3 Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 The FOP recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Ordinances of the City of Sharonville and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing:

Section 8.2 The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

Section 8.3 The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime and lunch; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed, to the extent that it is in compliance with all other article of the Agreement.

Section 8.4 The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for new or changed classification.

Section 8.5 The right to determine the existence or non-existence of facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Sharonville, and, from time to time, re-determine the number, locations and relocations and types of its employees or to change or discontinue any performance or service by employees of the City of Sharonville; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirement determined by Management authorities; to establish training programs and upgrading requirements for employees with in the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Police Department of the City of Sharonville, subject to the terms of this Agreement provided, however, nothing herein shall prevent employees from presenting their grievances for and alleged violation of any Article or specific term of the Agreement. This section is not intended to prohibit the FOP from bargaining about matters affecting wages, terms, or conditions of employment of bargaining unit employees.

ARTICLE 9
DISCIPLINE

Section 9.1 The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Grounds for discipline include violations of policy and procedure, established standards of conduct, and commission of any act or offense which any reasonable person should know to be wrong, inappropriate, or so egregious that discipline or discharge is likely to occur. Anonymous complaints alone shall not be the basis for disciplinary action. Only those complaints reduced to writing or verified through independent investigation can lead to discipline. Whenever an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she will be apprised of the nature of the suspected misconduct, and his/her right to have a FOP representative present to advise him/her during the questioning. Prior to questioning, employees (including witnesses) shall be informed that failure to respond truthfully may result in disciplinary action.

Section 9.2 Forms of disciplinary action, but not necessarily the order, of discipline are:

1. Written record of counseling;
2. Written reprimand;
3. Suspension without pay. Loss of accrued vacation time may be imposed by the Chief of Police only with the concurrence of the penalized employee;
4. Discharge.

Discipline will ordinarily be applied in a progressive and uniform manner, but the Employer reserves the right to skip steps in cases of serious misconduct. Discipline shall take into account the nature and severity of the violation, the employee's record of performance and conduct, and any prior discipline.

Section 9.3 Records of counseling and written reprimands may b e imposed by supervisors.

Section 9.4 Anytime the employer or his designee determines that an employee may be disciplined for just cause, which may result in more than a written reprimand, a pre-disciplinary conference will be conducted by a neutral selected by the Chief of Police in his sole discretion and judgment. The neutral shall meet with the employee, review the facts, provide the employee an opportunity to offer an

explanation of the alleged conduct, and make a written determination regarding whether the allegations are substantiated. The employee shall receive a list of the charges and their particulars at the time he is originally notified in writing that disciplinary action is being recommended for the alleged improper conduct. Predisciplinary conferences shall be held no later than sixty (60) days following discovery of the alleged misconduct, unless in the descretion of the Chief of Police the investigation could not be reasonably concluded within sixty (60) days, at which time the Chief of Police can order up to two (2) sixty (60) day extentions. This time frame does not apply if the bargaining unit member has been charged with a criminal offense.

Section 9.5 The employee may be represented at the pre-disciplinary conference by any person(s) he chooses. The employee and the employer shall provide a list of witnesses to each other as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the responsibility of each party to notify their witnesses that their attendance is desired.

Section 9.6 The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared concluding whether or not the allegations are substantiated. The Employer, in all cases, will then decide what discipline, if any, is appropriate. A copy of the written report will be provided to the employee within seven (7) calendar days following its preparation.

Section 9.7 Any employee who may be subject to the disciplinary action ("charged employee") and any employee being questioned regarding the charged employee shall be apprised of the following:

1. Failure to respond or respond truthfully to any questions may result in disciplinary action;

2. The charged employee shall receive a list of the charges and their particulars not less than forty-eight (48) hours prior to the scheduled pre-disciplinary conference;

3. The charged employee shall be apprised of his right to FOP representation and the right to postpone the hearing for no more than seventy-two (72) hours beyond the originally scheduled time;

4. The charged employee shall be apprised by the Police Chief as to whether or not he has been suspended pending the outcome

of the pre-disciplinary conference;

5. The charged employee may, in writing, waive the pre-disciplinary conference and/or submit a written statement on his behalf.

Section 9.8 Pre-disciplinary conference may be tape recorded and a charged employee shall be entitled, upon request, to a copy of the recordings no later than forty-eight (48) hours following the close of the pre-disciplinary conference.

Section 9.9 Employees may appeal written records of counseling or written reprimands to Step 3, the Safety/Service Director or designee. Discipline which results in suspension or termination may be appealed through the Grievance Procedure (Article 10) starting at Step 3. The employee may choose to appeal any suspension or termination to either the Civil Service Commission or Arbitration (but not both).

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean a difference or dispute between the parties or an employee concerning the application, meaning or interpretations of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the articles of the Agreement. Employees may appeal any loss of pay dispute, suspension, or termination through either Civil Service Commission or Arbitration, at the employee's choice. Employees may appeal written records of counseling or written reprimands to Step 3, the Safety/Service Director or designee.

Section 10.2 In all grievance proceedings the employee has the right to represent himself or to be represented by a representative of his choice.

Section 10.3 All grievances must be in writing and contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

A. Aggrieved employee's name and signature;
B. Aggrieved employee's classification;
C. Date grievance was filed in writing;
D. Date and time grievance occurred;
E. Description of incident giving rise to the grievance;

F. Articles and section of Agreement violated;
G. Desired remedy to resolve grievance.

Section 10.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee m ay withdraw or modify a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance not answered by the Employer's representative(s) within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon the mutual written consent of both parties.

Section 10.5 All grievances shall proceed in the following manner:

Step 1 – Immediate Supervisor

If the grievance involves a pay issue, then the aggrieved employee or his representative shall proceed directly to Step 2 and present a written grievance to the Chief of Police or his designee within fourteen (14) calendar days of the date on which the grievance arose or which the employee became aware of, or reasonably should have become aware of the grievance. Grievances involving issues other than pay issues shall be submitted to the employee's immediate supervisor within fourteen (14) days of becoming aware of the grievance. The immediate supervisor shall render a written decision within fourteen (14) calendar days from the date on which the grievance was submitted, and present same to the aggrieved employee or his representative.

Step 2 – Chief of Police

If the grievance is not resolved in Step 1, the employee or his representative shall present a written grievance to the Chief of Police or his designee within fourteen (14) calendar days from the response to the grievance from the employee's immediate supervisor. The Chief of Police or his designee shall respond in writing to the grievance within fourteen (14) calendar days from the receipt of the grievance.

Step 3 – Safety/Service Director

If the grievance is not resolved in Step 2, the employee or his representative shall present the written grievance to the Safety/Service Director or his designee within fourteen (14) calendar

days from the response to the grievance from the Chief of Police. The Safety/Service Director or his designee shall render a written decision within fourteen (14) calendar days of his receipt of the grievance form.

Step 4a - Civil Service Commission

If any grievance is not resolved in Step 3, and the grievance involves any loss of pay, suspension, or termination, the employee may appeal any unresolved grievance to the Civil Service Commission. The employee m ay be represented by the FOP, counsel, or anyone of his choosing. The hearing will take place and the Civil Service Commission shall make its decision within 60 days of the formal recommendation of the Safety/Service Director.

Step 4b – Arbitration

If the grievance is not resolved in Step 3, and the grievance involves any loss of pay, suspension, or termination, the employee or his representative, within fourteen (14) calendar days from receipt of the Safety/Service Director's response to the grievance may file, with the FOP's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an FOP representative and the Safety/Service Director or his designee shall attempt to mutually agree to an arbitrator. If the City and the FOP cannot mutually agree upon an arbitrator in a specific case, then the parties shall utilize the arbitrator selection procedures set forth by the American Arbitration Association.

Section 10.6 Unless otherwise agreed to by the City and the FOP, the Arbitrator shall render his decision in writing within thirty (30) calendar days of the hearing. Such decision shall be final and binding upon both parties. The sole function of the Arbitrator shall be to interpret the express written provisions of the agreement and apply them to the specific facts presented at the hearing. The Arbitrator shall have no power or authority to change, amend, modify, add to, delete from, or otherwise alter this Agreement.

Section 10.7 The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne equally. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of

the transcript in which case the cost of the transcript shall be borne equally by both the City and the FOP. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

Section 10.8 Grievances may be initiated, within the prescribed time limits of Section 10.5, Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred. Grievances involving any loss of pay, or of discipline resulting in suspension or termination, may be initiated at Section 10.5, Step 3.

Section 10.9 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each affected employee desiring to be included in the class action grievance signs said grievance.

Section 10.10 The FOP may file grievances claiming violations of the recognition clause, the dues deduction clause, or any claimed violation of contract rights, which accrue solely to the FOP as a labor organization and not to individual employees. Such grievances will be filed directly with the Safety/Service Director and proceed through Arbitration.

Section 10.11 The City, through its Safety/Service Director or his designee, may file grievances claiming violations of the Agreement by the FOP as a labor organization. Such grievance shall be initially filed within the time limits of Section 10.5, Step 1, but will be filed directly with the chief employee representative of the FOP. The chief employee representative of the FOP will render a written decision within fourteen (14) calendar days from the date on which the grievance was submitted, and present same to the City, through its Safety/Service Director or his designee. If the grievance remains unresolved, the City, through its Safety/Service Director or his designee, may file a request for arbitration under this Article. The arbitrations shall proceed as set forth in Section 10.5 through Section 10.7.

Section 10.12 Nothing in the Section prevents either party from seeking enforcement of any arbitration decision in a court of competent jurisdiction.

Section 10.13 In cases of emergency declared by the federal, state, or local government, the time limits for processing of grievances shall automatically be suspended until further notice from the Safety/Service Director or his designee.

Section 10.14 Any employee, charged with or under indictment for a Felony, who is not disciplined or discharged by the employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, compensatory, or holiday time during the leave. An employee found guilty by the trial court of a felony may be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor, the employee is not guilty, or charges are not pursued, the employee may be subject to discipline pursuant to the terms of this agreement. If the employee is found not guilty and the employee is not subject to discipline, the employee's lost wages and seniority will be restored. The employer shall continue to pay the employee's insurance premiums as provided for in the agreement during the unpaid leave of absence.

ARTICLE 11
PROBATIONARY EMPLOYEES

Section 11.1 Each new employee shall be required to serve a probationary period of twelve (12) months. The probationary period for newly appointed police officers shall begin upon employment and conclude twelve (12) months after obtaining the Ohio Peace Officer certification. The probationary period for an officer with said certification at employment shall conclude after twelve (12) months service with the City of Sharonville. A newly hired probationary employee may be terminated at any time during his probationary period with or without cause and shall have no right of appeal under this Agreement. Probation may be extended by mutual agreement for a minimum of 30 days up to a maximum of 180 days.

ARTICLE 12
PERSONNEL FILES

Section 12.1. The Employer shall maintain a personnel file folder ("folder") for each employee. Said folder shall contain the following documents.

1. Application.
2. Letter of appointment.
3. Resolution regarding promotions and pay raises.
4. Discipline records.
5. Copies of payroll records. Original payroll records are on file with Administration.
6. Letter(s) of commendation.
7. Reviews.

8. Copies of any records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on file with the Administration.
9. Insurance information is on file with the Administration.
10. Any employee statements reference Section 9.4 below.

The Employer will or may keep an additional file containing information necessary for payroll administration purposes including, but not limited to, records relating to earnings, promotions, demotions and insurance. This information will be permanently retained.

Section 12.2. This folder will be under the supervision and control of the Chief of Police. Said folder may be reviewed by the employee during the hours of 8:30 a.m. to 4:00 p.m. Monday through Friday. Advance notice to the Chief of Police may be required. This folder may be reviewed by the employee, the employee's legal guardian, or an attorney authorized in writing by the employee to inspect the folder.

Section 12.3. Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be at a cost of ten cents ($.10) per copy.

Section 12.4. If an employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, he may request the Employer to investigate the current status of the information. Said request must be in writing and filed with the Chief of Police. Within thirty (30) days of receiving this request, the Chief of Police shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the employee in writing of the results of the investigation. The Employer shall delete any information that it cannot verify or that it finds to be inaccurate.

If after the Chief of Police's determination, the employee is not satisfied with the results, the Employer shall either:

1. Permit the employee to include within the folder a brief written statement of his position on the disputed information;

   or

2. Permit the employee to include within the folder a written protest that the information is inaccurate, irrelevant,

outdated, or incomplete. The Employer shall maintain a copy of the employee's statement of dispute in the file.

If the employee does either 1 or 2 above, the statement provided by the employee shall be included in any subsequent transfer, report, or dissemination of the disputed information. The Employer may also include in a transfer a statement that the Employer has reasonable ground to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by an employee, the Employer shall, at the written request of the employee, furnish notification that the information has been deleted or furnish a copy of the employee's statement of dispute, to any person specifically designated by the employee.

Section 12.5. Any record of discipline shall cease to have force and effect three (3) years from the date of issuance and shall upon the request of the employee, be removed from the personnel file, provided no similar intervening discipline has occurred.

Section 12.6. Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the employee unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse affect on the employee. In these cases, the information shall be released to a physician, psychologist, or psychiatrist designated in writing by the employee or the employee's legal guardian.

Section 12.7. The following information will be deemed to be information which if released could reasonably endanger the health and safety of the law enforcement officers: employee's address, telephone num ber; names, addresses, and telephone numbers of employee's dependents and other family members, employee's health records, insurance information and all records set forth in 13.1(9).

Section 12.8. The Employer will prepare and disclose any records identified as public records in accordance to O.R.C. 149.43. To the extent permitted by Ohio law, the employee will be notified when a request is made to view the employee's folder prior to any disclosure. In accordance with the records retention policy of the City of Sharonville, background information used in the employment process will be removed after three (3) years and employee evaluations and reviews will be

removed after five (5) years.

ARTICLE 13
SENIORITY

Section 13.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous service as a sworn police officer with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. If continuous service is broken and the employee is not reinstated, the employee loses all previously accumulated seniority.

An employee's seniority shall commence after the probationary period and shall be retroactive to the first day the employee reported to work.

Section 13.2 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3 Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff. Even though seniority is retained, time spent on layoff will not count as time in service for a promotional process.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 14.2 Layoffs shall be in the inverse order of seniority with the least senior employee being laid off first.

Section 14.3 Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall.

Any training required in this subsection shall be at the Employer's expense and time.

Section 14.4 Notice of recall shall be sent to the employee by certified mail. The employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 14.5 The recalled employee shall have twenty (20) calendar days following the date of receiving the recall notice to notify the Employer of his intention to return to work and shall have twenty-four (24) calendar days following the date of receiving the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by both parties.

ARTICLE 15
NO STRIKE/NO LOCKOUT

Section 15.1 During the life of this Agreement or any extensions hereof, the FOP, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy strikes, unfair labor practice strikes or economic strikes), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the City. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed by the Employer to have engaged in such a strike on such date or dates.

Section 15.2 In the event any employee covered hereunder is engaged in any violation of Section 15.1 above, the FOP shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 15.1. The FOP, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly authorize, assert, encourage, participate in, sanction, ratify, or lend support to any strike or other activity in violation of the Article. The FOP further agrees not to oppose any injunctive relief sought by the City to return employees to duty and cease the activities referred to in Section 15.1.

Section 15.3 Any strike or any other prohibited activity entered into or

called for by the FOP shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 15.4 The City shall have the right to impose discipline up to and including discharge for any employee who authorizes, encourages, participates in, sanctions, or ratifies any strike or other activity in violation of Section 15.1.

Section 15.5 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the Employer's terms regarding a labor relations dispute. Any violation of this section by the City shall constitute a breach of this Agreement and abrogate the obligations of the FOP and the employees under this Article.

Section 15.6 Nothing in the Article shall be construed to limit or abridge the FOP's or the Employer's right to seek other available remedies provided by law to deal with any violation of Ohio Revised Code Section 4117.11(A) or (13).

ARTICLE 16
WORK PERIOD AND OVERTIME

Section 16.1 The normal scheduled workweek for police officers assigned to the Patrol Division shall be four (4) days on and two (2) days off. The normal workday for this schedule shall consist of eight and one-half (8.5) consecutive hours.

Section 16.2 The normal workweek for all police officers other than patrol officers shall consist of five (5) days on (Monday through Friday) and two (2) days off (Saturday and Sunday). The normal workday for this schedule shall consist of eight (8) consecutive hours.

Section 16.3 The normal workday shall consist of first, second, and third shifts. The first shift is any shift, which regularly starts on or after 5:30 a.m., but on or before 9:00 a.m. The second shift is any shift, which regularly starts on or after 1:30 p.m., but on or before 4:00 p.m. The third shift is any shift, which regularly starts on or after 9:00 p.m., but on or before 11:30 p.m. All shifts for all employees covered by this Agreement shall be scheduled for starting times within the hours stated above for first, second and third shift.

Section 16.4 Changes in the work shifts, described in Section 16.3, shall be made only after seven (7) days notice has been given to the affected officers and immediate supervisor, or at any time the Safety/Service Director or Chief of Police declares an emergency. Changes in an officer's work shift or starting hours may be made with less than seven (7) days notice by mutual agreement between the City and the affected employee.

Section 16.5

A. Overtime will be compensated at one of three basic rates: "Straight Time" = the regular hourly rate as determined and defined by ordinance; "Time and one half" = one and one half time the regular hourly rate; or "Double Time" = two times the regular hourly rate.

B. Officers on a five (5) and two (2) work schedule shall be paid overtime only for the hours actually worked in excess of 40 hours in any workweek. Officers on a 4 & 2 schedule shall be paid overtime for the hours actually worked in excess of their regular schedule on a weekly basis. Time off for unexcused sick leave shall not count toward the determination of overtime.

The term "actually worked" shall include all regular (straight time) hours actually worked, all hours on paid vacation leave, paid personal leave, paid compensatory time, paid sick leave with a doctor's note, and paid sick leave used for bereavement. A Dr.'s note is not required if an employee is mandated to work overtime during the pay period.

Section 16.6 Means of compensation for overtime worked shall be one of the following: Monetary – will be incorporated with the normal paychecks; or Compensatory time – accumulated and compensatory time off. Overtime and compensatory time pay slips must be submitted within the same pay period in which it is worked. Slips will be accepted for up to 31 hours after the pay period has ended. Should an officer fail to have the slip turned in by the deadline, the officer is still entitled to the pay upon turning in the pay slip.

Section 16.7 Rate of Compensation Non-mandatory meetings or training, voluntarily attended by the employee, will be compensated at a straight time rate. For those days defined by ordinance as paid holidays, the rate of pay for employees working 4 & 2 schedules will be double time. For employees working a 5 & 2 schedule for the first 8 hours the rate of pay is straight time, double time for any hours beyond the first eight. The rate of

pay for all other overtime will be time and one half. Overtime pay shall be compensated in 1/6th of hour increments.

Section 16.8 There shall be no pyramiding of premium and/or overtime pay.

Section 16.9 Work schedules shall be posted for all patrol officers and non-patrol officers no later than December 1st for the twelve (12) month period beginning January 1st of the next year.

Section 16.10 For the purpose of formulating work schedules to be effective January 1 of each year, all patrol officers shall be permitted to select shifts by seniority, except as otherwise provided hereinafter. The Police Chief will require each officer to submit his shift assignment preferences by November 1st for the annual change effective January 1. If the police Chief has good cause to make patrol shift assignments not in accordance with seniority, the Police Chief shall so state such cause in a written change of shift assignment. The assignment of shifts by the Police Chief contrary to seniority shall be presumed valid and if an officer grieves such assignment, the burden of proof shall be upon the grievant to prove that the cause stated for the assignment by the Police Chief is invalid. Officers assigned to non-patrol duties will not be assigned to shifts in accordance with this paragraph but will be required to submit shift assignment preferences as outlined above. Those preferences will be used in the event an officer assigned to non-patrol duties is reassigned to patrol duties in a new work schedule. In addition to the afore mentioned bid, Officers assigned to the Detective Division will likewise bid for shifts. Assignments in the Detective Division will be made with shift preference being given to those serving the longest in the assignment. This paragraph shall not affect the ability of the Police Chief to determine the number of officers required on any particular shift. For purposes of this section, seniority shall be defined as time in job classification.

Section 16.11 In the event that Sharonville Ordinance 2007-50 is rescinded or amended, Section 16.5 of this Article shall be re-negotiated at the request of one of the parties of this contract.

Section 16.12 Overtime equalization

1. Overtime shall be divided into two categories:

    a. Prescheduled Overtime: more than a twenty-four (24) hour notice is given.
    b. Casual Overtime: less than a twenty-four (24) hour notice is

given.

2. The scheduling of prescheduled overtime shall be done by the affected squad supervisor.

   a. Timely communication between squad supervisors is imperative for successful coverage.

3. The scheduling of casual overtime shall be done by the duty officer in charge when the need arises.

4. Overtime details should be approved by the Chief of Police before being posted.

5. Overtime details should be posted in the report room. The detail will be assigned in accordance with this procedure.

6. When recording overtime for future overtime assignments, straight time, time and one half, double time, monetary and compensatory time will be recorded.

7. Unscheduled overtime should be approved by a members supervisor before being worked.

8. Procedure.

   A. Overtime Record:

      1. The Chief of Police will designate who is to maintain a record of all overtime worked. This list of hours shall be used for assigning prescheduled or casual overtime when possible.
      2. The list of overtime hours for each officer whether paid monetarily of as compensatory time should be updated when payroll is processed.

         a. This list will start at zero January 1 of each year. Overtime will be assigned by seniority between January 1 and the date the first overtime list is posted.
         b. A new officer should be assigned one hour more than the officer with the highest number of hours at that time.

B. Overtime Scheduling:

1. When the need for overtime arises, the person responsible for scheduling should replace like with like (P.O. with P.O., Supervisor with Supervisor) unless there are extenuating circumstances.

   a. The supervisor or officer in charge of a shift should ensure that their shift does not drop below the minimum personnel levels as established by the Chief of Police.
   b. Preferred priority for prescheduled and casual overtime should be as follows: ("lowest member" is the member with the least number of accumulated overtime hours as posted on the list.) (The following order can be changed if overtime is necessary with less than a twenty-four (24) notice of the assignment.

      i. Lowest member of an off day of the shift affected.
      ii. Lowest member to hold over four hours and next shift to come in early four hours.
      iii. Lowest member on off day of another shift.
      iv. Lowest member on aff days from other police divisions.
      v. In the event the officers who are volunteering for the overtime have the same amount of hours, the officer who is senior will have the option to accept or decline the assignment.
      vi. In the event officers who are subject to mandatory overtime have the same amount of aggregate hours, the officer who is junior will be assigned the overtime.

C. Off-Duty Detail Scheduling:

1. All off duty details should be scheduled by the designee of the Chief of Police. A member receiving a request for an off-duty detail should forward it to the member designated to schedule the off-duty detail.

2. Off-duty details of an urgent nature (less than a twenty-four hour notice) will be sent out electronically using the

list of Officers that have requested to be notified and the detail will be assigned on a first call basis.

3. Off-duty details with more than a twenty-four hour notice should be posted as soon as practical in the report room with notice of the date and time the detail will be assigned.

    a. Interested, eligible members may sign up for the detail during the time period listed.
    b. The detail will be assigned by the lowest number of accumulated off-duty detail hours. If there is a tie in the number of hours worked, the member with the highest seniority should be awarded the detail.
    c. It is the responsibility of each individual member who signed up to check and ascertain who was assigned the detail and to be there at the assigned date and time.
    d. It is the responsibility of the assigned member to obtain a replacement if, after assigned, the scheduled member cannot be at the detail (priority will be given to other officers who have signed up for the same detail and time).
    e. It is the responsibility of the assigned member to notify the off duty scheduling designee, of the change, or the original member will be charged with the time.
    f. If no replacement member can be found, the original assigned member will work the detail. If extreme circumstances exist, exemption may be made by the on duty supervisor.
    g. New members should not be permitted to work off-duty details until the completion of their FTO training. Exceptions may be authorized by the Chief of Police. In reference to the Off Duty Detail log, new members will be assigned the same number of hours as the highest Officer plus one hour.
    h. If none of the above is effective in filling a given off-duty detail, the scheduling member may, with the approval of the Chief of Police, fill the detail with officers of surrounding communities.

ARTICLE 17
DRUG/ALCOHOL TESTING

Section 17.1 The Employer believes it is very important to provide a safe workplace for its employees. As an employer, the City is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The Employer is concerned with the health and well being of all employees. The Employer cannot and will not condone or tolerate behaviors on the part of employees that relate to substance use, such as:

1. Use of illegal drugs
2. Misuse of alcohol
3. Sale, purchase, transfer, use or possession of any illegal drugs
4. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected
5. Misuse of prescription or over-the-counter medications

Management is fully committed to the Employer's Drug-Free Workplace Program, which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. The Employer will not tolerate substance use in violation of this Policy. Behaviors related to substance use can endanger all employees, not just substance users.

The Employer holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive support and assistance from the Employer. However, if an employee with a substance problem fails to seek help and the employee then tests positive for drug or alcohol use in violation of this Article, disciplinary action will follow.

The decision to permit an employee who tests positive to sign a "second chance/last chance" agreement to seek treatment, will be determined by factors such as quality of job performance, circumstances of the event, length of service and willingness to acknowledge the problem and seek help. The Employer reserves the right to terminate employment for violation of this Article.
Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use.

The Article covers the five key parts of the Employer's Drug-Free

Workplace Program. The five parts consist of:

1. A written policy that clearly spells out the program and how everyone benefits.
2. Annual substance awareness education for all employees
3. Training for supervisors regarding their responsibilities
4. Drug and alcohol testing - the most effective way to change harmful substance use behaviors
5. Employee assistance.

Employees will have the opportunity to receive information about substance use as a workplace problem, signs and symptoms, dangers of use, and how and where to get help for themselves and their families. Sharonville's Budget Director will be the Employer's Drug-Free Workplace Administrator and the person to contact for information or help. The Administrator will be responsible for arranging drug and alcohol testing, identifying resources that employees can turn to for help for themselves and/or their families, and arranging for qualified people to help with employee awareness education and with supervisor training.

Program Protections

This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are:

The Employer will protect the confidentiality of records such as drug/alcohol testing results and referrals for assistance in accordance with the Ohio Public Records requirements.

Employee records such as testing results and referrals for help will be maintained in accordance with Ohio Public Records law. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

The Employer is committed to help employees who have a substance use problem. Each situation will be reviewed individually. Assistance is available for qualified employees and their families. A list of resources may be obtained from the Chief of Police.

All supervisors will be trained in their duties related to referrals for testing before this program begins. This will be done in order to insure fairness and consistency.

Employees will receive substance awareness education from a qualified person to help identify problems and learn where to turn to for help. This will occur annually.

Testing will be done through a local laboratory and through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. This process has been determined to be 100% accurate in detecting substances that, in sufficient quantity, lead to behaviors that may endanger the person or other employees. The certified lab will work closely with our local hospital to ensure fairness and accuracy. The lab will have a Medical Review Officer (MRO), a trained physician responsible for checking whether there is a valid reason for the presence of the substance in the employee's system. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.

The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines.

Cut-off levels are used to determine when an employee with a certain drug or alcohol in his/her system is considered a positive test. These cut-off levels come from federal guidelines and are fair for all employees.

An employee's violation of this Article will be reported to law enforcement.

Employee Awareness Education.

Every current employee will be required to attend a session in which this program is discussed. There will be an opportunity to ask questions. The written Policy will be shared, and everyone will be expected to sign for receipt. A qualified person will explain why and how substance abuse is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, and how to get help. Information will be provided on how an employee can get a referral for employee assistance, the importance of determining how much of a substance abuse problem the employee has, and what type of help is needed. There will be a minimum of two hours of educational awareness training annually for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

Supervisor Training

Supervisors will be trained to recognize substance problems that may endanger the employee and others, as well as problems that would be a violation of this Article. This training is in addition to annual employee education. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

Drug and Alcohol Testing

Testing is intended to detect problems, deter usage, and allow appropriate corrective action. In addition to alcohol, the drugs that we're testing for are:

1. Amphetamines (speed, uppers)
2. Cocaine (including Crack)
3. Marijuana
4. Opiates (Codeine, Morphine)
5. Phencyclidine (PCP, "angel dust")
6. Or any other substance, whether legal or illegal, when there is reasonable suspicion of abuse

The Employer reserves the right to add substances of abuse to this list that are determined to be illegal or legal.

Employee Assistance

The Employer believes in offering assistance to employees with a substance abuse problem. Although the Employer does not have a rehabilitation program and will not pay for an employee to attend a program, it is supportive of employees taking action on their own behalf to address a substance problem. When an employee is determined to have a substance problem, a Employer representative will meet with the person to discuss the problem and any violation of this Article. To continue employment, the employee must agree to an assessment and/or prescribed testing to determine the extent of the problem. The employee will be required to fully cooperate with the testing and treatment, and will be expected not to repeat a violation of the Policy. This is required in order to correct the problem and be able to avoid violating this Article in the future. The Employer reserves the right to terminate employment based on a positive test.

Section 17.2 FREQUENCY AND SITUATIONS WHEN TESTING OCCURS

Individuals or employees will be tested for the presence of drugs and/or alcohol in their breath, blood or urine under any and/or all of the conditions outlined below:

Post-Offer, Pre-Employment Medical Examination and Drug Testing

As a part of the Employer's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug screen/test that is conducted by a contractor designated by the Employer. Any offer of employment is contingent upon, among other things, satisfactory completion of this examination and/or screening, and the determination by the Employer and its examining physician that the applicant is capable of performing the responsibilities of the position that has been offered.

Reasonable Suspicion Testing

Reasonable suspicion testing will occur when Employer management and/or supervision has reason to suspect that an employee may be in violation of this Article. The suspicion must be documented in writing within 24-hours of the event or prior to the release of the test findings. Reasonable suspicion testing may be based upon, among other things:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or the physical symptoms of drug and/or alcohol use

2. A pattern of abnormal conduct or erratic behavior

    a. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification to the Employer, within five (5) working days, of any drug-related arrest.

    b. Information provided either by reliable and credible sources or independently corroborated, regarding an employee's substance use.

3. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. Testing may be for drugs or alcohol or both.

Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs as defined below. For purposes of this Article, an accident is considered an unplanned, unexpected or unintended event that occurs on Employer property, during the conduct of the Employer's business, or during working hours, or which involves Employer-supplied motor vehicles or motor vehicles that are used in conducting Employer business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident

2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Employer's place of employment.

3. Vehicular damage in apparent excess of $750

4. Non-vehicular damage in apparent excess of $500

5. Any accident requiring medical attention from a physician

When such an accident results in one of the previously described situations, any employee who may have contributed to the accident will be tested for drugs and alcohol use or both.

Drug and/or Alcohol Testing after an Accident

Urine specimen collection (for a drug or alcohol test) or blood, breath/saliva (for an alcohol test) is to occur immediately after a need has been determined. At no time shall a drug specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed within a period of 2 – 8 hours of the incident. If the test cannot be performed within the prescribed time limits, the test will not be conducted but the details of the incident will be documented. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee herein expressly grants unto the Employer, its officers and management,

the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees herein expressly grant unto the Employer, its officers and management, access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include, but not be limited to, a full medical report from the examining physician(s) or other health care providers.

Random Testing

Unannounced random testing will occur periodically for a percentage sample of employees who are considered by the Employer to be in safety-sensitive positions. The safety-sensitive designation applies to the employees in the bargaining unit.

Follow up Testing after Return to Work from Assessment or Treatment

This testing occurs when an employee who has previously tested positive is allowed to return to work under a "second-chance" or "last-chance" agreement. A return-to-duty test is required before the employee is allowed to return to work, and if the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of four or more additional tests conducted over a period of at least a year. Any employee with a second positive test result will be terminated.

Section 17.3 SUBSTANCES TO BE TESTED FOR AND METHODS OF TESTING

Systems presence testing is the procedure that is used to identify the presence of the following controlled substances or alcohol that may be present: (A negative initial screening test is considered a negative test.) For each of the tested drugs (amphetamines, cocaine, marijuana, opiates and PCP), there is an initial test used to screen the urine specimen. If the initial screen is positive (at or higher than a cut-off level that comes from the Federal Department of Health & Human Services [DHHS]), a second or confirmatory test will be conducted. This is a different test and is considered 100% accurate.

Detection thresholds (or cut-off levels) are standards that have been established by the DHHS for each of the above drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, and post-accident test or follow up test.

A testing contractor who uses only certified equipment and personnel will conduct breath alcohol testing. Breath alcohol concentrations exceeding .02 will be considered a verified positive result. In the event of an accident, where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .02 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result.

The Employer also expressly reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or legislation.

An employee's attempt to adulterate a specimen or otherwise manipulate the testing process will result in termination of employment, as will a refusal to produce/provide a specimen.

Section 17.4 SPECIMEN COLLECTION PROCEDURE

Testing shall be conducted by trained collection personnel, who meet quality assurance and chain-of-custody requirements for urine collection and breath alcohol testing. Confidentiality is required from the labs. Any individual subject to testing under this Article shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel. This is done in an effort to avoid any alteration or substitution of the specimen being provided. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. However, multiple subjects may be tested as a result of a single situation. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment.

Section 17.5 REVIEW OF TEST RESULTS

To ensure that every employee who is subjected to drug and alcohol testing by the Employer is treated in a fair and impartial manner the Employer has contracted with a Medical Review Officer ("MRO"), a medical doctor or doctor of osteopathic medicine with a specialized knowledge of substance abuse disorders. The MRO will be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive.

Section 17.6 EMPLOYEES' RIGHTS UPON INITIAL POSITIVE TEST RESULT.

An employee who tests positive under this Article will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the Employer. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the Employer.

Section 17.7 REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to the Employer. The MRO will receive from the testing laboratory a detailed report of the findings of the specimen. Each substance tested for will be listed along with the results of the testing. The Employer will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal DHHS.

Section 17.8 STORAGE OF TEST RESULTS & RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained as prescribed by Ohio Public Records Law. Access is limited to designated Employer officials. The information contained in these files shall be utilized only to properly administer this Article and to provide to certifying agencies for review as required by Law. Those designated Employer officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employee

tested under this Article has the right to review and/or receive a copy of their respective test results. An employee may request from the Drug-Free Workplace Program Administrator, in writing, with a duly notarized Employee Request for Release of Drug Tests Results form, a copy of the test results. The Employer will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

Section 17.9 POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test may be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

Section 17.10 TERMINATION NOTICES

In those cases where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause".

ARTICLE 18
COURT TIME/CALL-IN TIME/ON CALL/STAND-BY

Section 18.1 A Police Officer who is called in to work outside his normal work shift shall be paid one and one-half (1-1/2) times the regular rate of pay. The Police Officer shall be entitled to work his regular shift at the officer's regular rate of pay. An officer called in on a designated holiday will be paid at the rates specified in Article 25, Section 25.1, and in accordance with the following provisions which apply to all call-ins and court appearances.

A. Police Officers called in to work for any reason on normal off time shall receive a minimum of three (3) hours per call-in, beginning at the time of notification, providing the call-in is three (3) or more hours prior to the Officer's normal work shift. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift. There shall be no pyramiding of pay. Police Officers required to attend mandatory training or meetings, on off-duty time shall be compensated for a minimum of two (2) hours at the rate of time and one-half (1 ½).

B. Police Officers making a court appearance or attending any other meeting approved by the Chief of Police or designee required to prosecute a criminal case or otherwise prepare for a

case resulting from actions taken as a Sharonville Police Officer on normal off time shall receive a minimum of three (3) hours per appearance providing the court appearance is three (3) or more hours prior to the Officer's normal work shift. There shall be no pyramiding of pay.

C. Police Officers required to make a court appearance or any other meeting approved by the Chief of Police or designee required to prosecute a criminal case or otherwise prepare for a case resulting from actions taken as a Sharonville Police Officer during a scheduled off day shall receive a minimum of four (4) hours per call in.

D. If the Police Officer's regular shift ends less than eight hours prior to any schedule court appearance that time shall be considered dead-time and will entitle the officer to one (1) additional hour of pay at one and one-half (1 ½) times the regular rate of pay. To receive this pay, the Officer must be at the Police Department and notify the shift supervisor he/she is available for assignments.

ARTICLE 19
COMPENSATORY TIME

Section 19.1 All hours worked which are subject to overtime compensation may, at the employee's request, be compensated in compensatory time in lieu of cash payment. During the term of this agreement, the City will not eliminate the ability to earn and bank compensatory time.

Section 19.2 Compensatory time cannot accumulate beyond fifty (50) hours.

Section 19.3 Employees may "carry over" to the next calendar year the maximum of 50 hours of compensatory time. With respect to the use of compensatory time, a request for use of compensatory time may be denied for officers assigned to the Patrol Division if such time will create an undue hardship on the City and/or the Police Department, or because it will require overtime compensation to an employee and overtime is being paid to cover another employee already off on the same shift. Compensatory time may be denied to officers assigned to the Detective Division if such time will create an undue hardship on the City and/or the Police Department, or it causes the Detective Division to fall below minimum manpower. Minimum manpower for the Detective Division shall

be defined as a minimum of two officers assigned to the Detective Division, scheduled for the work day. This may include two patrol officers assigned to the Detective Division, or one patrol officer assigned to the Detective Division and the Detective Sergeant. This minimum may be waived at the discretion of the Chief of Police or his designee depending upon circumstances.

Section 19.4 Compensatory time requested and approved in lieu of cash payment shall be banked at the appropriate overtime rate.

Section 19.5

A. Compensatory time must be approved in writing or verbally by the requesting officer's immediate supervisor prior to the leave being taken by an employee.

B. Verbal approval of leave can be granted by the on duty shift supervisor if in his descretion and judgement reasonable cause exists to grant the exception.

Section 19.6 Once compensatory time has been approved and scheduled, the time cannot be otherwise scheduled off by management unless an emergency has been declared in accordance with Section 16.4 of the Agreement.

ARTICLE 20
WAGES AND COMPENSATION

Section 20.1 All employees covered under this agreement shall receive no pay increase during the 3 year term of this agreement, unless the City provides additional compensation or benefit increases to the non union employees within the city at which time those covered by this agreement shall receive the same additional compensation or benefit increase. Any wage reduction given to the non union employees must be recovered prior to any raise in wages being considered a wage increase for the purpose of this agreement. This does not apply to existing step increases or Matrices as of January 1, 2011. *Example: If the non union employees receive a 1% wage reduction in year 1 and a 2% raise in year 2, then the members of this bargaining unit will receive a 0% raise in year 1 and a 1% in year 2.*

Section 20.2 The Safety/Service Director or his designee shall be responsible for administering the pay for all positions. He shall be

responsible for working out arrangements, which will assure the administration of the plan for all bargaining unit members on an equitable basis.

Section 20.3 To compensate for additional experience and the appurtenant improvement of skills, abilities, and knowledge, a percentage increase in pay by progression from step to step shall be effected upon attendance in a certified training academy, upon satisfactory completion of a certified training academy, upon completion of the probationary period and annually thereafter until the employee reaches Step Five of the pay plan.

Pay Plan Rates

5 and 2 Employees

	Non-Certified Officer	**Officer in Training**	**Probationary Officer (1st Year)**	**Patrol Officer (1-2 Years)**	**Sr. Patrol Officer (after 2 Yrs)**
Annual			$ 52,374.40	$ 62,296.00	$ 68,972.80
Hourly	$ 18.18	$ 21.38	$ 25.18	$ 29.95	$ 33.16
Overtime	$ 27.27	$ 32.07	$ 37.77	$ 44.93	$ 49.74

4 and 2 Employees

	Non-Certified Officer	**Officer in Training**	**Probationary Officer (1st Year)**	**Patrol Officer (1-2 Years)**	**Sr. Patrol Officer (after 2 Yrs)**
Annual			$ 52,374.40	$ 62,296.00	$ 68,972.80
Hourly	$ 18.18	$ 21.55	$ 25.38	$ 30.19	$ 33.43
Overtime	$ 27.27	$ 32.07	$ 38.07	$ 45.28	$ 50.15

****Longevity and any additional salary will be included in the overtime rate per FLSA.**

Section 20.5. If a new employee has related work experience and more than the minimum qualifications for the position to which he is assigned, he may be hired above the minimum rate of pay and may be paid at an appropriate step for such related experience and qualifications.

ARTICLE 21
LONGEVITY

Section 21.1 All full-time employees appointed by the Safety/Service Director shall receive longevity pay, based on the hourly rate as of December 31 of the previous year times 2,080 hours. Such amounts are to be paid after the employee's service anniversary date occurring during the calendar year.

Section 21.2 All prior years of full-time active service with the City, regardless of whether or not a break in service has occurred, shall be credited toward calculating longevity pay.

Five (5) through Nine (9) years of service 1-½%
Ten (10) through Nineteen (19) years of service 2-½%
Twenty (20) years plus 3-½%

Section 21.3 If an employee's anniversary date is January 1 to June 30, longevity pay will be paid in the first half of the month of June. If the employee's anniversary date is July 1 to December 31, longevity pay will be paid in the first half of the month of December.

ARTICLE 22
PENSION, INSURANCE, AND DEFERRED COMPENSATION

Section 22.1 The Employer shall contribute 19.50% of the annual salary of each employee to the Ohio Police and Firefighters Retirement Fund.

Section 22.2 Health Insurance

a) The Employer agrees to provide the same health insurance plan as is provided to all other Employer employees pursuant to the same terms and conditions as insurance is offered to all other City employees. For the duration of this agreement, all bargaining unit members will pay a maximum of 10% of their health care premiums. In no event will bargaining unit members pay more for insurance than any other City employee.

b) It is agreed and understood that bargaining unit members will pay

no more than ten percent (10%) of applicable deductibles at the time of service. The City will pay the remaining 90% through the existing funding system.

Section 22.3 Each year the Employer will determine a dollar amount each employee may use to cover the cost of his or her family's out-of-pocket medical expenses. For example, optical, physician appointments and treatments, surgery, hospitalization and prescription medications to the extent the costs are not covered or paid by other applicable insurance. That dollar amount shall be adjusted annually by the Employer in its discretion, provided, that the bargaining unit member shall not receive less than the amount provided to all other Employer employees.

Retirees may continue to submit claims for reimbursement for eligible expenses up to three (3) years from the last date of employment provided that funds remain available in the HRA account.

Covered Expenses: The employees' out-of-pocket expense fund was established to cover expenses for employees and their dependents. As such, the following list outlines the reimbursement eligibility:

A. The employee and/or spouse.

B. Employee's unmarried biological or adopted dependent children under the age of 19 (including "legal guardianship" children).

C. Employee's unmarried dependent children under the age of 25 who are not employed full-time and who are full-time students at accredited educational institutions (including "legal guardianship" children).

D. Employee's parent(s) who qualify as dependents under IRS guidelines.

E. Employee's handicapped or dependent children, regardless of age, who are dependent upon the employee for support and care.

F. Employee's ex-spouse or stepchildren if required by court order.

Section 22.4 No monetary allowance shall be paid an employee in lieu of direct Employer payment of insurance expenses. Eligible employees may elect to enroll in the Employer's group plan for hospitalization and other insurances, but may not elect to receive monetary compensation in lieu of Employer payment of insurance expenses.

Section 22.5 The Employer will provide, at no cost to each employee, group life and accidental death and dismemberment insurance consisting of coverage equal to the employee's annual base salary rounded to the next highest thousand. An employee may purchase, at his own expense additional insurance for the employees spouse and each eligible child. In addition, employees will be permitted to purchase additional units of life insurance as an add-on to the existing Employer provided policy, if allowed by the insurance company. Such additional life insurance will be at the employee's own expense.

Section 22.6 The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 22.7 All full-time employees in the bargaining unit are entitled to participate in either of the Employer's Deferred Compensation Plans. The plans are authorized by Section 457 of the Internal Revenue Code and are in accordance with Resolution 81-R-21.

1. A portion of bi-weekly pay is deferred to the plan is invested on behalf of the employees until they retire.

2. Pay is deferred after Employer income tax, OPERS and OP&F are withheld.

3. Deferred pay is exempt from federal and state income tax until it is paid out as retirement.

4. For additional information, contact the Safety/Service Director.

5. Pension Buyback via PERS and PF&F — Pay is deferred after Employer income tax, OPERS and OP&F where eligible.

ARTICLE 23
UNIFORMS

Section 23.1 The Employer may prescribe the type of uniform to be worn and may designate the employees who will be required to wear a uniform. For those employees who are required to wear uniforms, the Employer will provide all uniform items and equipment that may be necessary for the employee to perform his duties. The employee shall not be prohibited from wearing uniform items necessary for adequate protection from weather conditions (i.e. rain, snow, cold, etc.) in

accordance with current policies and procedures.

Section 23.2 BODY ARMOR.

The Employer shall provide protective body armor which complies with the latest NIJ standards at the time of purchase and replace them in accordance with the manufacturer's recommendations upon expiration. The City will also replace body armor upon notification by the employee of any other damage in which the manufacturer would recommend replacement. Only body armor issued or approved by the Chief of Police shall be worn.

Section 23.3 All uniforms and equipment, including vests, provided by the Employer remain the property of the Employer. The Employer shall pay the cost of repairing, and/or replacing of all uniforms and equipment issued to the employee. The Employer retains the right to provide these services in the manner it deems appropriate.

Section 23.4 Employees who are assigned to plainclothes duty shall be entitled to a clothing allowance of up to $550 per calendar year, which will be paid upon the employee providing a receipt reflecting purchase of clothing necessary for the assignment.

Section 23.5 The Employer reserves all management rights set forth in this Agreement as they relate to uniforms and equipment standards including any rules and regulations set forth in the Department Policies and Procedures. The Employer in its sole discretion may revise the Policies and Procedures pertaining to uniform and equipment standards.

ARTICLE 24
TRAVEL AND TRAINING ALLOWANCES

Section 24.1 Any legitimate expense allowance authorized by ordinance or established Employer policy shall be in addition to regular salary and shall not be deducted from money salary payable.

Section 24.2 Employees required to use their own vehicle: (1) on official Employer business; or (2) for Employer-related travel, approved by the Chief of Police or his designee, as being in the best interests of the Employer, shall be reimbursed at the current City's mileage reimbursement allowance rate plus parking expenses incurred for which receipts are presented for payment.

Section 24.3 Employees who travel: (1) on official Employer Business; or

(2) for training or professional development purposes, approved by the Chief of Police or his designee as being in the best interests of the Employer, shall be reimbursed for reasonable travel expenses, as detailed in the City of Sharonville Employee Policy Manual; Sixth Edition issued January 2011, Section 14.

Section 24.4 Registration fees for conferences, seminars or other such events deemed to be in the best interests of the Employer, when approved by the Chief of Police or his designee, shall be paid for the employee either by direct payment, by advance or by reimbursement.

Section 24.5 Purpose of Continuing Education Reimbursement

The City recognizes the importance of continuing education in the personal and career development of its employees. To assist and encourage employees' development, the City shall provide limited financial assistance for approved educational courses and required textbooks.

Section 24.6 Employee Eligibility

Tuition assistance shall be available to full-time employees of the City who satisfy all of the following requirements:

A. Minimum of one year (365 calendar days) of full-time service with the City at the date that the course(s) begins.

B. Achievement and maintenance of at least an "average" performance evaluation rating in the employee's current position.

C. The employee must not have used more than ten sick days for the previous twelve months (365 calendar days) excluding sick days which were documented by an acceptable statement from the employee's health care provider, births, deaths in the family or vacation/compensatory time used in lieu of sick time.

D. With the exception of counseling or a written reprimand, an employee shall not have received any disciplinary action during the past twelve months (365 calendar days) prior to the date that the course(s) begin.

Section 24.7 Course Eligibility

Eligible courses include those that:

A. Are related to the employee's current position with the City;

B. Will maintain and/or improve the employee's job performance;

C. Will contribute to the employee's career development with the City;

D. Serve to strengthen basic literacy skills such as reading, writing or mathematics.

Section 24.8 Eligible Institutions

1. Institutions must be state accredited.

2. All courses and institutions shall be evaluated by the Department Manager on an individual basis, and approved by the Safety/Service Director or designee.

Section 24.9 Management Approval

1. In order to be considered for reimbursement and comply with IRS guidelines, prior written approval must be obtained from the employee's Department Manager, and the Safety/Service Director or designee.

Section 24.10 Reimbursement Schedule

1. The tuition assistance benefit is established as a reimbursement program to help cover the partial cost of tuition and laboratory fees. The maximum amount of educational assistance is limited to two thousand five hundred dollars ($2,500) per calendar year per employee. Unused tuition assistance is noncumulative, running from January 1 through December 31. Any unused benefit shall be forfeited for that year. At the end of the course, the employee shall submit a grade transcript and a receipt for payment from the institution.

2. Textbooks required for the course(s) are a reimbursable expense. Textbook reimbursement shall be at 100% upon successful completion of the course(s). Request for textbook reimbursement shall be accompanied by a receipt and title of textbook.

3. There shall be no reimbursement for transportation, meals or time spent in the classroom. Request for reimbursement shall be filed

within ninety calendar days following successful completion of the course. In the event it becomes necessary to change or modify the program, the appropriate Department Manager shall be notified of the proposed change and the effective date. Any course which is in progress and has been previously approved shall be honored.

4. Tuition reimbursement shall be determined as follows:

A	100%
B	90%
C	75%
Pass	75%
D/F	0%
Audit	0%
Withdraw or incomplete	0%

Section 24.11 Obligation of Employment

1. To receive reimbursement for a course and textbooks, the recipient shall agree to remain a full-time employee of the City for a period of thirty-six months (1,095 calendar days). Employment credit shall commence on the first day of the month after the completion of the course. If for any reason, other than lay off, the employee fails to complete the thirty-six month obligation, all reimbursement expenses shall be repaid on a pro-rated basis by the employee. Such repayment shall be deducted from the employee's final pay. If the employee's final pay does not cover the financial obligation, the City may make an effort to recover the unpaid amount.

2. Upon termination of employment, the employee shall be required to pay the remainder of the unexpired reimbursement obligation in full or by agreement as may be approved by the Safety/Service Director. The Safety/Service Director shall have the right to waive the reimbursement obligation for employee(s) retiring as a result of a work related disability.

ARTICLE 25
HOLIDAYS

Section 25.1 All employees covered by this agreement shall receive a regular day's pay for all holidays specifically named herein below. Since the Police Department is not closed, all employees covered by this

agreement shall also receive an additional day's pay for the holidays named herein below. Additionally, employees covered by this agreement who are required by their normal shift schedule to work on any of the holidays named herein below, shall receive yet an additional hour's pay for each hour of work. Employee covered by the agreement who are not required to work but are called into work on any holiday named herein below, shall be paid their regular rate of pay for hours actually worked during their normal hours of work and a rate of two (2) times their regular rate of pay for all hours actually worked outside of their normally schedule hours. All employees covered by this Agreement shall receive their regular holiday pay for the holidays named herein below in the first half of the month of December: New Year's Day (January 1), Martin Luther King Jr. Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving (fourth Thursday in November), Day after Thanksgiving (fourth Friday in November), Christmas Eve (December 24), and Christmas (December 25).

Section 25.2 Employees who choose to not work on a holiday shall be paid for their normal hours of work at the regular hourly rate and will still receive an additional day of holiday pay for the holiday in the first half of the month of December. No regularly scheduled employee shall be allowed to not work a holiday if it will require the City to pay overtime compensation to an officer to maintain acceptable levels of staffing unless the holiday has been approved as part of a vacation in accordance with section 25.5.

Section 25.3 When any holiday falls on a Sunday, the Monday immediately following shall be observed. When any holiday fails on a Saturday, the Friday immediately proceeding shall be so observed. This provision shall apply only to employees whose regularly scheduled off days are Saturday and Sunday.

Section 25.4 An employee forfeits holiday pay if he does not work the scheduled day before and the scheduled day after the holiday, unless the absence is excused by the Chief of Police and the employee has sick leave available and is not under disciplinary suspension. If the holiday falls during an employee's scheduled vacation, the day off is a holiday and not a vacation day.

Section 25.5 Third shift members will receive holiday pay if the majority of the hours of the day on which they worked fell on the holiday. Time off for a holiday will not be approved prior to thirty (30) days before the holiday except the Chief or his Designee may make exception at their

discretion. An exception to this is holiday time requested in conjunction with three (3) or more days of paid leave. In these cases, the holiday can be approved or denied with the other requested days off. Employees working a "5 & 2" schedule will be off on city holidays.

Section 25.6 Employees shall receive one (1) personal day per year. Personal days shall become available to employees on January 1 of each year and must be used before the end of each calendar year. An employee must have six (6) months service before the employee is eligible for a personal day.

ARTICLE 26
VACATION

Section 26.1 All employees covered by this Agreement, except those assigned to work a "4 & 2" schedule, shall be entitled to the following vacation schedule as listed in Schedule A. Employees assigned work a "4 & 2" schedule shall be entitled to vacation schedule listed in Schedule B.

	Schedule A	Schedule B
Years	**Hours**	**Hours**
1-3	80	85
4	88	93.5
5	96	102
6	104	110.5
7	112	119
8	120	127.5
9	128	136
10	136	144.5
11	144	153
12	152	161.5
13	160	170
14	168	178.5
15	176	187
16	184	195.5

17	192	204
18+	200	212.5

When an employee from Schedule A has a balance of over eighty (80) hours, the employee has the option of receiving an hour's pay for each hour accumulated in excess of 80 hours. When an employee from Schedule B has a balance of over eighty-five (85) hours, the employee has the option of receiving an hour's pay for each hour accumulated in excess of eighty-five (85) hours. To receive pay in lieu of vacation, employees must complete the required form during the prior year's budget process. Payout will occur once per year in January or June, at the employee's election. Exceptions to the form deadline and payout month may be made by the Safety/Service Director. No vacation shall be scheduled without the approval of the employees' immediate supervisor at the time of the request. Verbal approval of leave can be granted by the on duty shift supervisor if in his discretion and judgment reasonable cause exists to grant the exception. Once vacation has been scheduled, the time cannot be rescinded by management unless an Emergency has been declared in accordance with Section 16.4 of the Agreement.

Section 26.2. When vacation entitlement is over eighty (80) hours for employees entitled to vacation Schedule A, and eighty (80) hours have been used in the current year, time may be accumulated up to a maximum of forty (40) hours per year to be used during the following calendar year. No more than forty (40) vacation hours may ever be accumulated and carried forward to the following year, regardless of the number of otherwise unused vacation hours. Employees lose all vacation time not used during the calendar year other than the maximum of forty (40) "carry-over" hours.

Section 26.3. When vacation entitlement is over eighty-five (85) hours for employees entitled to vacation Schedule B, and eighty-five (85) hours have been used in the current year, time may be accumulated up to a maximum of forty-two and one half (42.5) hours per year to be used during the following calendar year. No more than forty-two and one half (42.5) vacation hours may ever be accumulated and carried forward to the following year, regardless of the number of otherwise unused vacation hours. Employees lose all vacation time not used during the calendar year other than the maximum of forty-two and one half (42.5) "carry-over" hours.

Section 26.4. Requests for vacation which will require other officers to work overtime will be denied if not made prior to 48 hours before the

requested vacation unless the officer who will be required to work overtimes agrees. The Chief of Police or his designee retains the right to approve or deny vacation requests made more than 48 hours in advance for officers assigned to the Patrol Division if such time will require overtime compensation to an employee and overtime is being paid to cover another employee already off on the same shift. Vacation requests may be denied to officers assigned to the Detective Division if such time causes the Detective Division to fall below minimum manpower as determined by the Chief of Police or his designee.

ARTICLE 27
SICK LEAVE

Section 27.1 The term 'active pay status' shall include all regular (straight time) hours actually worked and all hours on paid sick leave, paid vacation leave, paid compensatory time, and/or paid injury leave. No sick leave or vacation leave shall accrue while an employee is on disciplinary suspension, approved leave of absence (including FMLA leave), unpaid sick leave, or while in overtime status. Sick time, although paid time, shall not be counted as hours worked for overtime purposes unless accompanied by a doctor's note.

Section 27.2 An employee may request use of sick leave for absence due to illness, injury, and/or exposure to contagious diseases that could be communicated to other employees and illness, injury or death in the employee's immediate family. The Chief of Police shall investigate each request for use of sick leave. Sick leave use can be denied when such investigation indicates that the request is not in compliance with this paragraph, or when sick leave use is abusive, repetitive, or excessive as determined in the Chief's judgment and discretion. Unused sick leave shall be cumulative on an unlimited basis. However, only a maximum of 1440 hours shall be payable upon death or retirement which results in receipt of OPERS, OP&F or Social Security payments. In the event that individual retires more than once from the City, the payment provided for herein shall only be made once upon the first retirement, and thereafter the benefit provided for herein shall not be available.

Section 27.3 **40 hour employees -** 40-hour employees shall be entitled for each completed month of service, to sick leave of 10 hours with pay, i.e., for every hour in active pay status, 40-hour employees will accrue 0.05769 hours of sick leave credit. Sick leave credit shall not exceed 10 hours per calendar month or 120 hours per calendar year.

Section 27.4 **"4 & 2" schedule employees** - "4&2" schedule employees

shall be entitled for each completed month of service, to sick leave of 10.625 hours with pay, i.e., for every hour in active pay status, "4 & 2" schedule employees will accrue 0.06147 hours of sick leave credit. Sick leave credit shall not exceed 10.625 hours per calendar month or 127.5 hours per calendar year.

Example of administration of sick leave policy: When an employee uses sick hours in excess of the number of hours he or she has "on the books', the excess leave time will be unpaid. Accumulation of 10 hours per month is credited to the employee upon completion of the month (actually added on the last pay day of month).

Example:

January 31	S/L on books	16 hours
February 14, 15, 16	S/L used	(18 hours)
Balance		-2 hours

At the time of illness only 16 hours are on the books, consequently, payroll will show 2 hours not paid.

The employee may be required to furnish a satisfactory statement from a medical practitioner to the effect that the absence was caused by illness due to any of the causes set forth above. Such statement shall include a description of the illness or injury, the treatment given, and the estimated return-to-work date.

Section 27.5 SWP-F (Sick with Pay - Family)(Full-time and permanent part-time employees): Usage of leave for illness in the family varies according to the composition of the immediate family (spouse, parent, stepparent, and parent-in-law, child, step-child, sibling or member of the immediate household) and the seriousness of the case, in the discretion and judgment of the Police Chief. Sick with Pay - Family may be granted for the following reasons:

Official quarantine - for the duration of the quarantine.

To care for and make arrangements for a sick member of the immediate family - up to one day; however, additional leave may be granted by the Police Chief.

Serious accidents, major or minor surgery, critical or sudden illness involving a member of the immediate family - up to one day; however, additional leave may be granted by the Police Chief.

Section 27.6 SWP-D (Sick with pay - death)(Full-time and permanent part-time employees): Length of leave depends on the following:

Death in the immediate family (spouse, parent, step-parent, parent-in-law, child, step-child sibling, grandchild, grandparent, legal guardian or member of the household) - Three (3) consecutive work days near the death or burial date.

Death of any other relative - One day to attend the funeral. A maximum of five (5) days in a calendar year can be used to attend funerals of relatives not in the immediate family.

Employees must attend the funeral in order to use sick leave as provided in this section. Proof of death and the employee's attendance at the funeral may be required in the discretion of the Police Chief.

Section 27.7 Use and Control of sick leave: SWP shall not be authorized unless the employee has properly reported and fully justified the absence to the satisfaction of the Police Chief.

Section 27.8 Sick leave calls: In general, the employee must call not later than 30 minutes before the start of the shift. The employee must call and report illness to the current on-duty shift supervisor. Employees must call on each day of absence, unless other arrangements are made with their Supervisor.

Section 27.9 Doctor's verification: The employee's entire record will determine how much proof is required, as determined in the Chief of Police's judgment and discretion. Employees with excellent attendance records may not need to prove illness while employees with poor attendance record may be required to have a doctor's statement for each absence. Generally, employees with four (4) or more separate absences during the preceding twelve (12) months should be asked to submit a doctor's verification.

Section 27.10 Abuse of sick leave: Abuse or improper use of sick leave is subject to discipline action up to and including dismissal.

Section 27.11 SWOP (Sick leave without pay)(Full time employees): This may be granted at the sole discretion of the Chief of Police when employees are sick or injured but do not have a sick leave balance. Employees must follow proper reporting procedure and provide requested proof. If the leave extends beyond one week. a medical

certificate showing that the employee is physically able to safely perform the essential functions of the job will be required before the employee returns to work. Leave may not extend beyond one year.

Employees must pay their own insurance. The City will not assume this cost while the employee is in SWOP, except and solely for the period of any qualifying FMLA leave. Employees do not accumulate sick leave, vacation or longevity while on SWOP. Employees are not entitled to holiday pay while on SWOP.

Section 27.12 Borrowed sick leave (full time employees): Sick leave may be borrowed by employees under the following criteria:

a) Employees may only borrow sick leave from the City.

b) Borrowing of sick leave is only available during the first 4 years of employment with the City and for employees who have accumulated less than 60 days of sick leave. An employee may borrow no more than 60 days of sick leave minus his/her current available sick leave at the time of borrowing.

c) The employee must request permission from the Chief of Police, and such permission shall be granted as long as the employee is not currently on disciplinary suspension or facing a suspension or termination.

d) In addition to the Chief of Police, the Safety/Service Director must approve the request.

e) While on sick leave, the employee must not participate in any outside employment or volunteer work.

f) Upon returning to work, the employee shall repay the borrowed sick leave hours by having 1/2 of his/her monthly sick leave accumulation credited back to the City.

g) Upon termination, retirement or voluntary separation, any un-reimbursed sick leave that has been borrowed by the employee must be repaid to the City, either in cash or as a deduction from any retirement benefits payable to the employee. The City is authorized to offset any non-wage payments owed to the retiring,

terminating or voluntarily separating employee out of any such non-wage funds owed to each employee.

<u>Section 27.13</u> Donated sick leave (full time employees): Sick leave may be donated to an employee who is in need of additional sick leave by other employees under the following criteria:

a) Employees may not donate more than eighty (80) hours to any other individual employees within a single calendar year.

b) Any donated sick leave hours shall be usable by the recipient employee at the exact same number of hours, regardless of any pay differential between the two employees.

c) An employee to whom such sick leave hours have been donated will not be permitted to participate in any outside gainful employment.

d) No employee shall be eligible to receive donated sick leave hours if he/she is on disciplinary suspension or is facing disciplinary suspension or termination.

e) Donation of sick leave must be requested by the employee for whose benefit it is being donated, and the Chief of Police and the Safety/Service Director must approve the request. Such permission will normally be granted unless the recipient employee is ineligible under the provisions of this section.

f) Donated sick leave hours cannot be used by the recipient employee to receive payment upon retirement.

<u>Section 27.14</u> Sick Time Buy Back Program:

a) All full time employees with less than 25 years of public service employment are authorized to participate in the following sick time buy back program:

    1. Employees will be required to maintain a balance of 960 hours of sick leave on the books. The employee must remain an employee of the Employer through December 31st. Compensation will not be prorated if employment should, for whatever reason, terminate prior to December 31st. Qualifying employees who attain the minimum balance (960 hours) during a calendar year, will be eligible for participation

in the program.

2. The Employer will purchase a percentage of 240 hours per year. The percentage rate will be 1 for 2 with the maximum buy back being 120 hours. The use of IOD/IWP will reduce an employee's level of participation accordingly, regardless of the employee's sick leave accumulation, i.e., 48 hours of IOD/IWP would reduce the employee's participation by 48 hours. If the employee had 2400 hours of sick leave accumulated but used 240 hours of IOD/IWP the employee would not be eligible to participate in the program in that given year.

3. Eligible employees will be given a request form to complete. Eligible employees will have the option of selling the excess hours to the Employer at the prescribed formula. The forms will be returned to the Chief of Police who in turn will forward the completed forms to the payroll department. Compensation for the unused sick leave will be made on the last regular pay period in January and will be based on the employee's December 31st hourly rate.

b) All full time employees with 25 years or more of public service employment are authorized to participate in the following sick time buy back program:

1. The employee must have 25 years or more of qualified public service employment. For the purposes of this program, the term "public service employment" refers to employment recognized by the Ohio Public Employees Retirement System and the Ohio Police and Fire Pension Fund as qualifying public service employment, regardless of the geographical location of the employment.

2. In order for an employee to be eligible for this special sick time buy back program, he or she must not be facing disciplinary action which could result in employment termination.

3. In an individual participates in the buy back program, it will not affect his or her family's rights in the event that the employee dies after the employee sells certain sick time hours to the Employer. Unsold sick time hours will continue to be reimbursed pursuant to the provisions of Article 33.

4. The sick leave buy back program for employees with 25 or more years of service will involve the following three criteria:

    a) The Employer will purchase at the rate of one hour paid for one hour sold up to a maximum of 720 hours per calendar year during each year that the employee elects to sell such hours under this program. All accumulated sick time hours are available for sale to the City subject to the maximum sale of 720 hours as provided in this paragraph.

    b) The Employer will purchase a maximum number of hours at the rate of one hour paid for one hour sold in the amount of 1,440 hours during the entire time when the employee is eligible to participate in this special buy back program.

    c) After the Employer has purchased and the employee has sold 1,440 sick time hours, the City will purchase any additional sick leave hours at the rate of 2 hours sold to the Employee for each one hour paid by the Employer to the employee. There is no maximum number of hours which may be sold by the employee to the Employer on this two-for-one purchase right. There is no maximum number of years over which the employee may exercise this employee benefit as long as he or she remains qualified pursuant to the eligibility provisions.

Section 27.15 At the time of initial employment, an employee shall be credited with unused sick leave accumulated while in the employment of another Ohio municipality, township, county, or the State of Ohio, for which he had not been compensated.

Section 27.16 Sick leave usage shall be charged in minimum units of fifteen (15) minute increments.

ARTICLE 28
MISCELLANEOUS LEAVES

Section 28.1 MATERNITY/PATERNITY LEAVE

An employee who becomes pregnant must notify the Employer of her condition. The employee will be allowed to work as long as she wishes, provided she furnishes the Police Chief with written approval from her

doctor and provided she can perform the job satisfactorily and safely.

Any leave taken for maternity or conditions related to pregnancy or adoption will count toward the 12 week total available under FMLA. Under FMLA, the employee must request a maternity leave of absence by submitting a written statement at least thirty (30) days in advance of her expected delivery or adoption date. For unexpected conditions or complications relating to or arising from pregnancy, the employee must provide as much notice as possible. The Police Chief, in his judgment and discretion, may grant additional leave based upon medical necessity.

Employees not eligible for FMLA due to insufficient length of service will be given up to six (6) weeks of unpaid maternity leave, to be determined by the Employer. The Police Chief, in his judgment and discretion, may grant additional leave based upon medical necessity.

Before returning to work after a maternity leave, as with any other medical-related leave, the employee may be required to present evidence form a doctor stating that she is physically able to safely perform the essential functions of the job and may therefore return to work. Upon return from maternity leave, the employee will be returned to the same position she held when the leave began or, depending upon the needs of the Employer in its sole judgment and discretion, to another position with equivalent pay, benefits and other terms and conditions of employment.

A male employee may request one paid sick day on the day is child is born or one paid sick day on the day his child is brought home or adopted. Additional paid leave may be granted by the Police Chief in his judgment and discretion.

Section 28.2 JURY DUTY

Permanent or probationary full time employees called for jury duty are granted leave and receive their regular pay (up to a maximum of 21 days per year).

Employees are excused each day for time spent in jury duty and are expected to be a work otherwise (allowing for reasonable travel time). Employees working other than the day shift shall be transferred to the day shift for the duration of their jury service. Payment received for jury duty service may be retained by the Employee.

<u>Section 28.3</u> MILITARY LEAVE.

1. General Provisions

   The City is committed to protecting the job rights of employees absent from work for military duty. In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the armed forces of the United States or the National Guard. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under this Article.

2. Request for Leave

   Military leave shall be granted after notice by the employee of an acceptable duty requirement. The employee shall be responsible for forwarding a copy of the orders for the training or active duty assignment to the Department Manager as soon as possible upon receipt of those orders unless the employee is prevented from doing so by military necessity. If possible, notice should be given 30 calendar days before the date of military service.

3. Military Leave with Pay

   A. Full-time employees of the City shall be entitled to military leave with pay as specified in this policy. Those employees serving in a reserve component of the armed forces or with the National Guard shall receive differential pay when away for military training or active duty assignments. Military leave pay will be the difference between the employee's gross military pay (excluding weekends, holidays, and allowances for travel, food, and housing) for each day of service and the regular day's pay that the employee would have received through employment with the City.

   B. Types and Amounts of Leave with Pay

1) Military Leave with Pay for Training

A full time employee who is a member of a reserve component of the armed forces or the National Guard shall be entitled to 30 paid days (determined by employee's City work schedule) of military training leave per calendar year. These days may be taken as needed to comply with provisions of the Uniformed Services Employment and Reemployment Rights Act.

2) Military Leave with Pay for Active Duty

A full time employee who is a member of a reserve component of the armed forces or the National Guard shall be entitled to 90 paid days (determined by employee's City work schedule) of leave for any active duty call up which results from a Presidential order or a call to duty by the Governor of Ohio. Upon completion of the 90 paid days of leave, the employee may use any other leave balances that are available, including vacation and compensatory time, to continue receiving pay. Upon exhausting these balances, the employee will be on unpaid military leave pending return from active duty.

4. Military Leave without Pay

Any employee of the City who is a member of a reserve component of the armed forces or the National Guard shall be entitled to military leave without pay for up to 5 years (1,826 calendar days) while on active duty orders. Any portion of this unpaid leave may be offset by paid leave that the employee is entitled to, which includes vacation and compensatory time. Military leave without pay for full time employees shall commence after use of any paid military leave for which the employee is entitled.

5. Benefits during Leave

A. All benefits as provided in USERRA shall be available to the employee, including the continuation of health insurance while on unpaid leave for the USERRA specified time

period. If the employee elects to continue health insurance coverage during the USERRA specified time period of unpaid leave, the total cost of the monthly premium must be paid by the employee and received in the Finance Department by the first day of the month for which coverage is extended. If the payment is more than 30 calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 calendar days' notification prior to the employee's loss of coverage. Life insurance and any disability coverage that the employee has elected will be terminated upon the start of military leave without pay.

B. Vacation and sick leave will only accrue while the employee is in paid status. If the employee is eligible for longevity pay, that pay will be awarded according to the longevity policy.

6. Reemployment Following Active Duty

A. An employee who intends to return to work following a military duty obligation must submit notice to the employee's Department Manager of that intent for reemployment within the following timeframe:

B. For service less than 31 calendar days - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of military service and the expiration of eight hours after a time for transit back to the employee's residence.

C. For service of 31 calendar days or more but less than 180 calendar days - the employee must submit notice of reemployment intent to the employee's Department Manager no later than 14 calendar days following the completion of service.

D. For service of more than 180 calendar days - the employee must submit notice of reemployment intent to the employee's Department Manager no later than 90 calendar days following the completion of service.

E. If the employee is hospitalized or convalescing from a service-connected injury - the employee must submit notice of reemployment intent to the employee's Department Manager no later than two years (730 calendar days) following completion of service.

F. An employee who returns from a military service obligation shall be reinstated promptly following receipt of the employee's notice of intent for reemployment. Such reinstatement shall be pursuant to the applicable provisions of federal and state law as well as the Rules and Regulations of the Sharonville Civil Service Commission. As part of this notice, the employee should provide a copy of the military discharge documentation. When reinstated, the employee, if qualified, shall be placed in a position that the employee would have attained if employment had not been interrupted by military service. Otherwise, the employee will be placed in a position of like seniority, status and pay, the duties of which the employee is qualified to perform. The City will make every effort to accommodate a service-connected disability when reinstating an employee.

G. Reemployment may be denied if the employee fails to notify the City of intent to be reemployed within the time periods specified in this policy or within applicable laws. In addition, reemployment may be denied if the employee did not receive an honorable discharge from military service, if the City's circumstances have so changed to make reemployment impossible or unreasonable, or if the employee's employment prior to military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

7. Benefits upon Reemployment

An employee who returns from military leave shall be entitled to all benefits that the employee held prior to that leave pursuant to the applicable provisions of USERRA. In addition, the employee will receive seniority credit and any seniority based benefits that the employee would have attained, had the employee remained continuously employed with the City. The employee may also be entitled to pension credit for time served

on military duty, and it shall be the employee's responsibility to contact and submit the necessary information to the pension system.

Section 28.4 FAMILY MEDICAL LEAVE ACT.

The City agrees to comply with the Family Medical Leave Act.

Section 28.5 ADMINISTRATIVE LEAVE.

A. At the discretion of the Chief of Police, an employee may be placed on administrative leave with pay under such circumstances as are determined to be for such length of time as determined by the Chief of Police.
B. Compensation during such Administrative Leave shall equal the employee's straight time rate of pay, including all associated benefits.

ARTICLE 29
INJURY LEAVE AND INJURED ON-DUTY LEAVE

Section 29.1 The City wishes to provide supplemental benefits to injured-on-duty full time (non-probationary) employees.

A full time (non-probationary) employee disabled in the performance of his/her duty may, on the approval of the Safety/Service Director and the Chief of Police, receive his/her base salary for the period of such disability but not to exceed one year. No injury with pay (IWP) benefits will be paid out after 18 months from the original date of the injury regardless of the total amount of time the employee has drawn IWP benefits for that injury. No duty injury pay benefits shall be payable unless the employee has qualified to receive Workers' Compensation Benefits for the necessary medical or hospital treatment for the injury. In order to be eligible for IWP benefits, the employee must file a claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as practicable following the date of injury.

The first five (5) working days of each IOD/IWP claim (including claims for re-aggravation of previous on-duty injuries) will be charged against the employee's sick time. No additional sick time will be charged against an employee returning from IOD/IWP if there is a re-aggravation of the injuries within 14 calendar days of the employee's return to work. In the event the injuries result in termination of employment with the City, all time charged to IWP will be deducted from the employee's sick leave. However, disability retirements shall not cause a deduction from the employee's sick

leave. The employee will be required to seek and receive immediate medical attention from a physician and file an appropriate workers' compensation claim for the medical treatment. The Safety/Service Director shall have the authority to waive the 5-sick-day charge and the exclusion of probationary employees when, in his sole judgment, the injury is determined to have occurred while the employee was performing acts considered to be above and beyond the normal scope of the employee's job responsibilities.

All funds received by the employee from OBWC (other than those payable for actual medical treatment) must be turned over to the City. In the event that the OBWC ultimately determines that the injury is not job-related or that the employee is otherwise ineligible for Workers' Compensation benefits, any benefits paid by the City under this policy shall be deducted from the employee's accrued but unused sick leave, vacation time, and/or compensatory time. If the employee has received duty injury pay benefits in excess of such accrued but unused sick leave, vacation time, and/or compensatory time, the difference shall be reimbursed by the employee to the City.

Section 29.2 The employee's immediate supervisor shall arrange for prompt medical attention, prepare injury reports immediately while the facts are clear and keep copies for department files and for forward reports to Departments and to the Safety/Service Director.

Section 29.3 The City shall consider the medical judgment of the injured employee's treating physician concerning the employee's ability to work either regular or special (as determined by the City) duties. The injured employee shall advise his/her treating physician to issue the Safety/Service Director a written report fully describing the nature and extent of the employee's injury, the effect of the injury on the employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The employee shall authorize the treating physician to release information to the Safety/Service Director regarding the employee's injury and the physician's pertinent questions of the Safety/Service Director. If the City and the treating physician disagree concerning an injured-on-duty pay case, the City may send the employee to a physician of the City's choice and at the City's expense for a second examination, evaluation, and recommendation.

The medical decision rendered by the employee's treating physician shall govern an injured-on-duty pay determination unless: The treating physician changes the diagnosis or prognosis after being contacted by the City or consulted by the City's physician, the City's physician offers a

different diagnosis and/or prognosis than the treating physician, or other circumstances warrant, in the judgment of the Safety/Service Director, a determination other than that suggested by the treating physician. If the injured employee disagrees with the decision rendered in accordance with the above, the employee may request a third physician's opinion. The third physician shall be selected by the employee from a list of 5 physicians obtained from the Cincinnati Academy of Medicine. The opinion of the third physician shall be binding on both the City and the employee. The employee and the City shall share the cost of the third physician equally.

Section 29.4: The employee must report to the Chief of Police or in his absence the Patrol Commander once every two weeks. During period of IOD/IWP, there shall be no employment outside of the employee's home. If the employee will be working from his home or for a charitable or Civic organization he/she will have to receive prior approval from the Chief of Police or in his absence the Patrol Commander.

Section 29.5: Vacation time cannot be carried into the next calendar year because of IOD/IWP status. While part of the vacation may be sold in lieu of, the employee is still required to take at least ten days of vacation.

Section 29.6: The employee will be required to sign a statement for the release of all medical records relating to the injury, its treatment and rehabilitation of injury.

Section 29.7: Prior to returning to light, limited and/or full duty, the employee will be required to receive a physical from a City approved physician.

Section 29.8: The employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police or in his absence the Patrol Commander. The employee on IOD/IWP will not receive overtime, or compensation time for attending scheduled meetings, consultations, etc.

Section 29.9: A Physician's report, including symptoms and diagnosis, shall be obtained by the affected personnel as soon as is practicable subsequent to the injury, and forwarded to the Chief of Police through proper channels.

ARTICLE 30
CANINE OFFICER COMPENSATION

Section 30.1 It is the Canine Officer's responsibility to feed, bathe, maintain a clean living environment, keep secure, and provide all health care needs for the assigned canine. It is also the Canine Officer's responsibility to ensure the well being of the assigned canine's health and to be cognizant of any health issues that could affect the canine's ability to perform the duties assigned. The Canine Officer shall be compensated for canine maintenance at a rate of sixteen (16) hours of regular pay per calendar month. The Canine Officer may choose to receive the sixteen (16) hours of compensation in the form of pay, compensatory time, or any combination of the above.

Section 30.2 The Employer shall be responsible for all charges that arise from veterinary bills, feed, yearly registration fees and all vaccinations required with prior approval. The dog shall be registered in the name of the City until Section 30.7 becomes operative. The Employer shall also pay the kennel costs to house the canine while the Canine Officer in on vacation leave and is unable t care for and maintain the canine.

Section 30.3 Regular biweekly training sessions with the other area handlers will be accommodated by modifying the Canine Officer's scheduled shift on those days so that the training would occur during the officer's regularly scheduled shift. When a regular biweekly training session falls on the Canine Officer's scheduled off-day, the officer would be entitled to be paid at one and one-half (1-½) times his regular rate of pay for attending the training; such overtime would be subject to Article 20, Court Time/Call In Time provisions of this Agreement.

Section 30.4 On regularly scheduled non-training days; the Canine Officer's regular shift may be scheduled to begin at a time appropriate to the officer's duties as canine officer notwithstanding any other contract provisions. It is agreed that all non-training work shifts will begin at the same time subject to the scheduling provisions of Article 16, Section 16.4 of the Agreement.

Section 30.5 It is agreed that the provisions outlined above fully compensate the Canine Officer for all off-duty tasks associated with the assignment as Canine Officer including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.

Section 30.6 In consideration of the investment, which the City has made in the Canine Officer's training and any improvements to the officer's private real estate, an assigned Canine Officer, agrees to continue as the City's Canine Officer for a minimum term of five (5) years unless the City agrees to waive that requirement. Although the City will not ask an assigned Canine Officer to waive the officer's rights to test for any promotional opportunities for which the officer might qualify, it is agreed that an assigned Canine Officer will continue to serve as Canine Officer should the officer be promoted during the term of the officer's five (5) year agreement.

Section 30.7 Should the canine become unfit for service in Police Department operations at any time, ownership of the canine shall be offered to the Canine Officer without charge. At such time, the Canine Officer shall no longer be compensated in any manner for care of the canine and, if the officer accepts ownership, the officer shall assume all costs of ownership.

Section 30.8 The City reserves all management rights set forth in this Agreement as they relate to the canine officer program. Management may establish rules and regulations for the program not addressed by the agreements above. The City in its sole discretion may discontinue the canine program at any time.

ARTICLE 31
USE OF FORCE INCIDENTS

Section 31.1 Any employee involved in a use of force incident shall be permitted to consult with an attorney, or other person(s) of his choosing, prior to a potentially self-incriminating interview by members of the Sharonville Police Department 'or by representatives of the City. The employee will have seven (7) hours to secure an attorney or other representative. However, the employee, after being advised of his Weingarten Rights and Garrity Rights, may be required to give a statement outlining the factual aspects of the incident to a supervisor or investigator for the purpose of conducting an initial departmental investigation of the incident. The Employer may require this statement prior to the employee's consultation with an attorney or other person(s) of his choice.

ARTICLE 32
RETIREMENT AND RESIGNATION

Section 32.1 A retiring or resigning employee of the Police Department

shall notify the Chief of Police, in writing, of the employee's intention to resign or retire.

Notification shall be given at least two weeks prior to the employee's last scheduled day of employment. Notification shall be given in writing and shall include, as a minimum:

a) Date of submission.
b) Effective date of resignation or retirement.
c) Type of retirement as determined by the Retirement Board.
d) Intended use of, or compensation for, unused vacation hours, compensatory time hours and/or other unused benefits.
e) If eligible, the officer's intent to purchase duty weapon.

Section 32.2 Equipment purchased by the Department and issued to the employee will be returned to the Department prior to the employee receiving final separation pay. The cost of any missing equipment may be deducted from the employee's final pay. All items issued by the Department that are required to be returned, shall be returned to the Department at the employee's earliest opportunity after the effective date of separation. No final compensation or separation pay will be issued to the former employee until such time that all required equipment has been returned or accounted for and its return waived by the Chief of Police.

Section 32.3 With the approval of the Chief of Police, a retiring police officer with ten (10) years of service with the City of Sharonville Police Department may be eligible to purchase the duty weapon carried by the officer during his/her career for One ($1.00) Dollar.

Section 32.4 A retiring employee shall retain possession of the issued breast badges, if the employee so desires.

Section 32.5 A retiring employee will be furnished with an identification card that indicates that the employee has retired from the Police Department.

ARTICLE 33
PAYMENTS UPON RETIREMENT OR DEATH

Section 33.1 When an employee retires or upon an employee's death while still employed by the Employer, an employee or the employee's estate pursuant to Section 33.2 shall be entitled to a lump sum payment

consisting of the final items:

a) Holiday time - Police paid for any holiday worked.
b) Vacation pay - Any unused vacation, including prorated for the current year, shall be paid.
c) Compensatory time - Any unused balance is included in the lump sum payment.
d) Sick leave - Any unused sick leave up to 1440 hours shall be paid.
e) Out-of-pocket medical expense fund - Any unused funds; current year is prorated.

The payment is based upon the employee's basic rate of pay as of the last day in active pay status. The lump sum is included as earnings for pension purposes, if applicable. The lump sum payment is subject to the usual taxes.

Section 33.2 Within 60 days of the date of death, a lump sum payment is made to the employee's designated beneficiary at the rate of pay in effect on the employee's last day in active pay status. If no beneficiary has been designated or if the designated beneficiary cannot for any reason (e.g., prior death) receive this payment, it shall be made to the employee's estate. This payment includes the unused balance of vacation, prorated current-year vacation, compensatory time and holiday time to the date of death and unused sick leave up to 1440 hours and all other benefits as per ordinance.

ARTICLE 34
LABOR/MANAGEMENT MEETINGS

Section 34.1 In the interest of sound labor/management relations, the Employer, by and through not more than three (3) representatives and along with legal council, and the FOP, by and through not more than three (3) bargaining unit representatives along with the FOP Staff Representative, will meet at a mutually agreeable day and time up to twice a year, to discuss pending problems and to promote a more harmonious labor/management relationship. FOP representative(s) attending such meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 34.2 It is further agreed that additional labor/management meetings may be requested and if mutually agreed upon, shall be convened as soon as practicable.

Section 34.3 The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

a) Discuss the administration of this Agreement.

b) Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.

c) Disseminate general information of interest to the parties.

d) Discuss ways to increase productivity and improve effectiveness.

e) To consider and discuss health and safety matters relating to employees.

f) Provide an opportunity to the FOP to share the views of its membership and/or make suggestions on subjects of interest to its members.

ARTICLE 35
GENERAL CONDITIONS

Section 35.1 This written Agreement constitutes the entire agreement between the Employer and the FOP and supersedes any and all prior agreements, whether written or oral, or expressed or implied, between or concerning the employees and the Employer. Except as set forth in Article 37, Severability, any amendment, modifications, or additions to the Agreement must be reduced to writing and duly signed by the parties to be effective.

Section 35.2 Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or covered in this Agreement or with respect to any subject or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

ARTICLE 36
BULLETIN BOARDS

Section 36.1 The Employer agrees to provide bulletin board space of

sufficient size in the Police Department for use of the bargaining unit employees. The Employer may post on the bulletin board any notices concerning the employees covered hereby which the employer is required by law to post. The FOP may post notices relating to recreational and social events applicable to members of the bargaining unit; election notices and election results; notices of membership meeting and other related business meetings; and other official FOP notices relating to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. All items posted by the FOP or employees shall be approved and signed by the Chief FOP representative. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE 37
SEVERABILITY

Section 37.1 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable local or state law shall prevail. Should any article, section or portion of the Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal or competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties agree that should any provision of this Agreement be found invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate alternative language. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 38
FIELD TRAINING OFFICERS

Section 38.1 Patrol Officers appointed by the Chief or his designee as a Field Training Officer shall receive an additional $ 1.00 per hour for every hour worked in the Field Training Officer Capacity as defined by the Chief of Police.

ARTICLE 39
MINIMUM STANDARDS FOR PROMOTIONS

Section 39.1 Promotions will be awarded in accordance with current Civil Service Law.

ARTICLE 40
POLICY AND PROCEDURE MANUAL

Section 40.1 Management will make available to all bargaining unit members an updated policy and procedure manual within ninety (90) days of ratification of this agreement.

ARTICLE 41
DURATION

Section 41.1 This Agreement shall be effective and shall remain in full force and effect through December 31, 2013. Either party may file written notice of intent to modify or amend this Agreement no earlier one hundred and twenty (120) and no later than sixty (60) days prior to the expiration date. Such notice shall be hand-delivered or sent certified mail (return receipt requested) to either the Safety/Service Director or a designated member of the bargaining unit.

Section 41.2 All sections of this Agreement shall remain in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 5 day of May, 2011.

City of Sharonville

Safety/Service Director

Fraternal Order of Police, Ohio Labor Council, Inc.

Staff Representative
Mark A. Scranton

Employee Representative
Jason Boyd

Employee Representative
Mark Duddleson

Employee Representative
Steven Vanover

AS TO FORM:

Thomas T. Keating
City Solictor

AS PREPARED BY:
Mark A. Scranton
Staff Representative
FOP, Ohio Labor Council, Inc.
markscranton.fopolci@yahoo.com