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AGREEMENT BY AND BETWEEN

THE CITY OF SIDNEY

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC

COMMUNICATION TECHNICIANS

JULY 1, 2012-JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE NUMBER	TITLE	PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	COOPERATION	2
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	NO STRIKE/NO LOCK OUT	5
ARTICLE 5	UNION BUSINESS	6
ARTICLE 6	GRIEVANCE AND ARBITRATION	7
ARTICLE 7	EFFECT OF LAWS	10
ARTICLE 8	WAIVER	11
ARTICLE 9	LEAVES OF ABSENCE	12
ARTICLE 10	HEALTH AND SAFETY	14
ARTICLE 11	NO DISCRIMINATION	16
ARTICLE 12	DUES DEDUCTION	17
ARTICLE 13	WAGES	18
ARTICLE 14	OVERTIME COMPENSATION	20
ARTICLE 15	LONGEVITY PAY	22
ARTICLE 16	VACATION	23
ARTICLE 17	HOLIDAYS	24
ARTICLE 18	PERSONAL LEAVE	25
ARTICLE 19	SICK LEAVE	26
ARTICLE 20	MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE	29

ARTICLE 21	WORKERS' COMPENSATION	31
ARTICLE 22	OTHER BENEFITS	33
ARTICLE 23	PROBATIONARY PERIOD	36
ARTICLE 24	SEPARATION FROM SERVICE	37
ARTICLE 25	SENIORITY	38
ARTICLE 26	SHIFT SELECTION	39
ARTICLE 27	DRUG AND ALCOHOL POLICY	40
ARTICLE 28	LABOR MANAGEMENT COMMITTEE	45
ARTICLE 29	CORRECTIVE ACTION	46
ARTICLE 30	DURATION	47

ARTICLE 1
RECOGNITION

1. This Agreement is between the City of Sidney, Ohio (Also referred to as the Employer or City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Also referred to as the OLC, Labor Council or the Union).

2. The City recognizes the Union as the exclusive bargaining representative for all full-time Communication Technicians in the Sidney Police Department as certified by S.E.R.B. in Case No. 97 REP-01-0015, but excluding, civilian parking meter attendants, civilian clerical employees, confidential employees, management level employees, police officers below the rank of sergeant, sergeants and officers of higher rank, and all other supervisors as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
COOPERATION

The City and the Union each agree to use its best effort to serve the citizens of the City and the public in general, to achieve better understanding between the City, the Union, and the Employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; to promote mutual respect and fair dealing among the City, the Union, and the Employees represented by the Union.

ARTICLE 3
MANAGEMENT RIGHTS

1. The City reserves and retains the right to direct, manage, and control the affairs of the City and its dealing with its Employees, except to the extent that this agreement specifically provides to the contrary.

2. This includes, but is not limited to:

    a. the selection, transfer, assignment and layoff of Employees;

    b. the termination of probationary Employees;

    c. the termination for just cause of other Employees;

    d. the making, amending, and enforcement of reasonable work rules and regulations;

    e. the securing of revenues of the City;

    f. the exercise of all functions of government granted to the City by the Constitution and statutes of the State of Ohio and the City Charter;

    g. the determination from time to time as to what services the City shall perform;

    h. the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures;

    i. the purchasing and maintaining of adequate and safe equipment;

    j. the determination of the number of hours per day or week any operation may be carried on;

    k. the selection and determination of the number and types of Employees required;

    l. the establishment of training programs and upgrading requirements for Employees;

    m. the establishment and the changing of work schedules and assignments;

n. the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and

o. the determination of the size and composition of the work force.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary, and may exercise them without prior consultation with the Union.

3. Should the City fail to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

4. This Section, and any other provision in this Agreement relating to management rights, is solely intended to supplement the rights of management set forth in Section 4117.08 of the Ohio Revised Code. This does not constitute bargaining about any of the rights protected by Section 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that Section.

ARTICLE 4
NO STRIKE/NO LOCK OUT

1. No Strike. There will be no strikes of any kind, including sympathetic strikes, during this Agreement whether for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity, or attempted concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any Employees will encourage, authorize, participate in, or condone, any strike.

   The Union will use its best efforts to prevent any violation of this Section and to terminate any violation if there is one. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

   The City shall have the right to discharge, demote, suspend, or in place of suspension, to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline Employees for violation of this Section. Employees so disciplined shall have recourse to the grievance procedure, but the discipline imposed shall not be overturned unless the Employee is found innocent of any violation, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon a finding of innocence.

2. No Lockout. The City shall engage in no lockout during the term of this Agreement.

3. If either party claims a violation of this Section, the party may request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis, and shall give the Union written or electronic notice. The hearing shall be held within forty-eight (48) hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike or lockout. The arbitrator shall have the authority to continue the hearing and to request post hearing briefs on the issue of damages. This Section is intended to benefit the citizens and others served by the City.

ARTICLE 5
UNION BUSINESS

1. All Union business will be conducted outside paid working time. The only exception is for straight-time hours necessarily lost by Union representatives in meeting at the specified steps of the Grievance Procedure with representatives of the City at mutually agreed upon times. This does not include attendance at any arbitration.

2. Negotiations. Unless otherwise agreed upon between the Union and the City for a specific series of negotiations, all negotiations will be on City-paid time, provided, however, in the event that negotiation sessions are scheduled at times when one or more of the Negotiation Team members is/are not scheduled to work, or that a session or sessions extends beyond any team member's regular working hours, then the City will provide compensatory time off, on a one hour for one hour basis, subject to scheduling this time off with the approval of the appropriate supervisor. No overtime will be paid to any team member because of time spent in negotiations and the Fair Labor Standards Act will not be applicable because negotiations are not considered to be City business. The City will accommodate a total maximum of twenty-six (26) hours of compensatory time for the entire Negotiation Team. It is also understood that this provision will only apply to the negotiation process, including mediation and not to any impasse proceedings.

3. Bulletin Board Space. The City will provide reasonable space on existing bulletin boards for use by the Union. Neither the Union nor anyone else will use the bulletin board space to bad-mouth the City.

4. Ballot Boxes. The Union shall be permitted, upon prior notification to the Chief of Police, to place ballot boxes at Police Department Headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot. The location of the ballot box will be determined by the Chief. Such box shall be the property of the Union and neither the box nor its contents shall be subject to the employer's review. The box shall be removed from Department Headquarters as soon as is practicable at the conclusion of the balloting.

ARTICLE 6
GRIEVANCE AND ARBITRATION

1. Definition. A grievance is a claim that the City has violated this Agreement. All time limits shall be calendar days; however, if the time limit is less than 7 days, Saturdays, Sundays, and holidays will not be included.

2. Procedure. All grievances shall be handled exclusively as set forth in this Agreement. Grievances must be taken up within 7 days of occurrence to be arbitrable, and shall be disposed of in the following procedure. An identical grievance by two or more members of the Union shall be considered as a single grievance. A decision on such grievances applies to all members in the group and each shall be given a copy of the decision. No more than three members shall attend any meetings or hearings conducted for the resolution of a group grievance. The grievant has a right to have a Union representative and/or Staff Representative with him at each step of the grievance procedure.

Step 1. Immediate Supervisor Verbal

The employee shall first take the grievance up with his immediate supervisor. At the request of either one of them, a committee representative shall also be present. The supervisor shall give his answer within 2 days.

For purposes of this Article, immediate supervisor is defined as Administrative Captain of his designee.

Step 2. Immediate Supervisor Written

If the grievance is not settled in Step 1, then the employee shall place the grievance in writing, setting forth the facts involved and the section of this Agreement involved, and shall give it to the Immediate Supervisor. This shall be done within 2 calendar days after the supervisor's verbal decision or, if earlier, within 14 days after the occurrence. The Immediate Supervisor shall give his written answer within 4 days. If the employee and the Immediate Supervisor agree to it, a meeting shall be held within that time, and in that case, the Immediate Supervisor's answer shall be due within 5 days after the meeting.

Step 3. Chief

If the grievance is not settled in Step 2, then the employee shall place the grievance in writing, setting forth the facts involved and the section of this Agreement involved, and shall give it to the

Chief or his designated representative. This shall be done within 2 calendar days after the supervisor's written decision or, if earlier, within 14 days after the occurrence. The Chief shall give his written answer within 7 days. If the employee and the Chief agree to it, a meeting shall be held within that time, and in that case, the Chief's answer shall be due within 7 days after the meeting.

Step 4. Human Resource Manager

If the grievance is not settled in Step 3, the employee may appeal it to the Human Resource Manager. The appeal shall be in writing and shall be delivered to the Human Resource Manager or his designated representative within 10 days after the Chief's answer. A meeting shall then be held between the grievant and the Human Resource Manager. The Human Resource Manager shall give his written answer within 7 days of the meeting.

Step 5. City Manager

If the grievance is not settled in Step 4, the employee may appeal it to the City Manager. The appeal shall be in writing and shall be delivered to the City Manager or his designated representative within 10 days after the Human Resource Manager's answer. A meeting shall then be held between the grievant and the City Manager. City Manager shall give his written answer within 7 days of the meeting.

Step 6. Arbitration

If the grievance is not settled in Step 5, the Union may then appeal the decision to arbitration. To do so, the FOP/OLC must give the City Manager (or his designated representative) written notice of intent to arbitrate within 20 calendar days of the answer of the City Manager. Either the City or the Union may then request appointment of an arbitrator by the American Arbitration Association pursuant to its rules. However, the City and the FOP/OLC at any time may mutually agree upon an arbitrator instead.

Any steps in this grievance procedure may be waived by mutual agreement between the City and the aggrieved employee.

3. The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall promptly hear the matter and shall render his decision within 30 days from the arbitration

hearing. His decision shall be final and binding upon the parties to this Agreement. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses. Any grievance not submitted or appealed within the time limits is considered settled and shall not be arbitrable.

4. Civil Service. Nothing in this Article shall be construed to deny an Employee the right to appeal a disciplinary action to the Civil Service Commission or the Board of Appeals where such right of appeal presently exists. However, no grievance which has been subject to Civil Service review may be appealed to arbitration.

ARTICLE 7
EFFECT OF LAWS

This Agreement is subject to all applicable laws, regulations, or provisions of the United States, State of Ohio, the City of Sidney Charter, Sidney General Ordinances and Resolutions, and Sidney Civil Service Rules and Regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with said laws, provisions, ordinances, regulations, or applicable judicial decisions thereunder.

The City Council shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor his subordinate shall adopt or issue any rules, regulations, orders, or other executive directive in conflict with this Agreement.

If any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

By entering into this Agreement, or by making any reference to Chapter 4117 of the Ohio Revised Code, neither party in any way waives any claim that that law, or any part of it, may be unconstitutional or otherwise invalid.

ARTICLE 8
WAIVER

1. The City and the Union have had ample opportunity to present for negotiations any subject desired. This Agreement represents the full economic and non-economic negotiated package for its duration. Each, therefore, clearly and unmistakably waives, for the remainder of the term of this Agreement, the right to require either party to negotiate on any subject, even though not now known, whether or not covered in this Agreement and whether or not mentioned during negotiations. This shall not be considered "boiler-plate" or a routine "zipper clause".

2. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the City and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working conditions, benefit, or past practice which is not covered or contained in this Agreement.

3. If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in Section 1 of this Article, nor shall the making of any amendment in any way negate Section 1.

ARTICLE 9
LEAVES OF ABSENCE

1. Leave for Personal Reasons. An Employee, upon written application, may be granted unpaid personal leave of absence at the discretion of the City, when such leave of absence is for justifiable reason, and provided it will not adversely affect operations. If, however, the Employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an Employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City, and shall receive no retroactive increase for his prior service unless re-employed without a break in service. Normally, such leave shall not exceed six months, although the City Manager, in his discretion, may grant in writing an additional six month leave.

2. Leave of Absence Due to Injury or Illness. An Employee who is unable to work by reason of illness or injury must request a leave of absence in writing. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave and/or reinstatement. In no event shall the leave for illness or injury extend for more than the period of available paid leave, unless the City Manager, in his discretion, grants a longer period in writing. Female employees will be granted leaves of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities.

   When an Employee knows in advance that a disability will be incurred, such as for surgery or due to pregnancy, the Employee shall give the City notice of the expected disability as far in advance as is practicable.

3. Break in Service. An approved leave of absence pursuant to this Article shall not be considered as a break in service with the City. However, the time on approved leave of absence shall not count towards service required for vacation or longevity benefits.

4. Family and Medical Leave Act (FMLA).

   (a) Eligible Employees (those who have worked for the City of Sidney at least 12 months and for at least 1,250 hours during the year preceding the requested leave) are entitled to take up to twelve (12) weeks of unpaid leave during any twelve month period from the first day leave was taken.

   This leave may be used:

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   1. For incapacity due to pregnancy, prenatal medical care, or childbirth or to care for the employee's child after birth, or placement for adoption or foster care;

2. To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition: or

3. For a serious health condition that makes the Employee unable to perform his/her job.

4. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings

5. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

(b) All leave (paid or unpaid taken for FMLA reasons shall be counted against the employee's annual FMLA leave entitlement.

(c) When leave is foreseeable, the Employees must provide thirty (30) days advance notice, in writing, to their Department Head. This requirement can be waived with the approval of the Human Resource Manager. In cases where applicable, the City may require the Employee to provide a doctor's certification to support a request for leave. A second opinion may be required, at the City's expense. If the opinions are conflicting, a third opinion, at the City's expense, may also be sought. While on FMLA leave, Employees shall contact their supervisor at least once per month and indicate their intention to return to work as scheduled.

(d) Employees are entitled to maintain their medical coverage during FMLA leave, provided they continue to pay their share of premium costs and meet other conditions of the coverage as required for all Employees. Failure to pay premiums within thirty (30) days of the due date will result in the

cancellation of coverage, although coverage will be reinstated upon the Employee's return to work.

(e) If an employee's reason for applying for FMLA qualifies for the use of sick leave, the employee shall be required first to use paid sick leave and then to use any other available paid leave. In all other leaves requested under the FMLA, the employee shall have the choice of using accumulated compensatory time, vacation, personal days or unpaid leave or a combination of paid leave and unpaid leave. The employee shall not have the option of using paid sick leave for non-medically related or non-sick leave qualifying leave. Employees will not accrue sick leave or vacation when on unpaid FMLA leave.

(f) All requests for FMLA leave must be approved by the Human Resource Manager. Records of FMLA leave will be kept and recorded in accordance to procedures established by the City's Human Resource Department. The City may require any certificate required by FMLA.

ARTICLE 10
HEALTH AND SAFETY

1. Cooperation Between City and Union. The City agrees to maintain adequate provisions for the health and safety of its Employees during the hours of their employment. The Committee and all Employees agree to cooperate with the City on all matters pertaining to health and safety.

2. Medical Examination Returning From the Leave of Absence. Employees returning from a leave of absence because of illness or injury may be required to undergo a medical examination or psychological examination by, and receive the approval of, a physician designated by the City before being permitted to return to work. If such an examination is required, it shall be paid for by the City. If the Employee's physician disagrees with the physician designated by the City, the two shall select a third physician whose decision will be determinative. Employees will pay for their own physicals and, if a third physical is performed the cost will be paid by the City.

   If an Employees returns to work with the permission of his personal physician and the City requires him to undergo an examination by a physician designated by the City, during the time between his reporting for work and the time of his examination by a physician designated by the City, the Employee, at the option of the City, will be permitted to perform his regular duties, assigned to light duties, or not be permitted to work, but receive his regular pay.

   If a physician designated by the City determines the Employee is not able to work, said Employee shall be placed on sick leave or other paid leave, if he has it available, until the examination by the third physician. If the Employee does not have paid leave available, he will be granted unpaid leave of absence until the examination by the third physician. The Employee shall cooperate with the City in scheduling and appearing at all doctor's appointments.

3. Medical Examination in Interest of Health and Safety. In the interest of health and safety, the City may require, at City expense, a medical examination or a psychological examination of an Employee at any time. If the examination discloses that the Employee's condition jeopardizes his health or safety or that of other Employees, or his job performance, the City may relieve the Employee from active duty. If the Employee's physician disagrees with a physician designated by the City, the two shall select a third physician whose decision will be determinative. Employees will pay for their own physicals and, if a third physical is performed the cost will be paid for by the City.

4. Optional Biennial Physical Examination. In the interest of the health and safety of each Employee, the City will provide an optional medical examination on a biennial basis (every other year) for each Employee per a schedule approved by

the City. However no such medical examination will be provided to an employee whose health insurance coverage pays for a comparable medical examination on an annual or bi-annual basis. Upon written request, or submission of a medical bill, the City will reimburse the employee for the co-payment, if any, for the physical, not to exceed the applicable co-payment under the City's group health plan.

ARTICLE 11
NO DISCRIMINATION

The City, the Union, and each Employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, or status as a Veteran of the Vietnam era.

ARTICLE 12
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments once each month from the pay of any Employee in the Bargaining Unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form, which shall be provided by the Union, must be presented to the Employer by the Employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The authorization card for Union dues deduction may be submitted any time after the effective date of this Agreement and shall continue in effect until the anniversary date of this Agreement. An Employee may cancel Union membership at any time; however, the revocation of the dues deduction authorization may only be canceled during the ten (10) day period ending thirty (30) days prior to each anniversary year of this Agreement. Dues deduction authorizations not revoked during this ten (10) day period shall continue in effect for the successive contract year. Written notice of the dues reduction revocation shall be served upon the Employer and the Union by the Employee to make the revocation effective. This provision shall not be construed as requiring an Employee to become or remain a member of the Union as a condition of securing or retaining employment.

Section 2. For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible Bargaining Unit Employee's pay, in accordance with this Article, once each month to the FOP/Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, initiation fees or assessments. The Union will comply with all applicable legal requirements, and will make relevant information available so that the Employer is able to carry out its legal obligations.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon an Employee's: (1) termination of employment; (2) transfer to a job other than one covered by the Bargaining Unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the Employee from the Union in accordance with the provisions herein; or (6) any other separation from the City's payroll.

ARTICLE 13
WAGES

1. Wage Scale

2012 **Effective June 17, 2012**

0%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$36,732.80	$38,417.60	$39,894.40	$41,745.60	$43,555.20	$45,468.80
17.66	18.47	19.18	20.07	20.94	21.86

2013 **Effective June 16, 2013**

1%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	$		$	$	$
$37,107.20	38,792.00	$40,289.60	42,161.60	43,992.00	45,926.40
17.84	18.65	19.37	20.27	21.15	22.08

2014 **Effective June 15, 2014**

1%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$37,481.60	$39,187.20	$40,684.80	$42,577.60	$44,428.80	$46,384.00
18.02	18.84	19.56	20.47	21.36	22.30

Training Pay
An Employee who is assigned the task of training a new/probationary communication technician shall receive, in addition to their base rate of pay an additional $1.00 per hour for each hour the Employee performs the task.

2. Salary Increments

Every Employee who is appointed to a regular full-time position shall receive a one step salary increase six months from the date of their original appointment to their regular position. Subsequently, every Employee occupying a regular position shall, providing they have not attained the top step of their salary range and they have received a satisfactory performance evaluation for the previous year, receive a one step salary

increase that year on the date established by the following table.

When the date of an Employee's six month increase occurs on or between:	The Employee's date for subsequent one step increases shall be:
January and March 31	January 1
April 1 and June 30	April 1
July 1 and September 30	July 1
October 1 and December 31	October 1

Anniversary Date. When an Employees is promoted or re-enters their probationary period, their anniversary date shall be re-established in accordance with the date of their six-month increase.

ARTICLE 14
OVERTIME COMPENSATION

1. Overtime pay shall be provided to all Employees, except as exempted in the following Sections at a rate of one and one-half times the normal rate for all hours worked in excess of the normal work day, or in excess of the basic work week.

2. Work performed outside the regular work schedule, unless such work is an extension of the day's work, shall constitute a call-out. A continuous extension of the work day shall not constitute a call out, except for instances where the extension involves starting work earlier than normal and the Employee is not notified prior to leaving the work place at the end of the work day before the scheduled extended work day. Provided, however, that situations, where an Employee is already on City property or the job site, within 30 minutes of starting time and is requested to begin work early, the Employee will receive overtime for the time period worked before starting time, but this situation will not constitute a call-out.

   Call-outs shall be paid at the time and one-half rate, with a minimum guarantee of two hours at the time and one-half rate, except as noted in the following paragraphs.

   Any Employee who takes an unauthorized absence for part or all of a regularly scheduled work day and then responds to a call-out the same day, without working over eight (8) hours for the day including the time worked for the call-out and other time worked during the day, shall be paid at the regular rate of pay with a minimum guarantee of two hours at that rate. However, if the combined work for the call-out and the other regularly scheduled work during the day exceeds eight (8) hours, then the Employee shall be paid at the time and one-half rate for any time worked over (8) hours.

   If call-out work is performed prior to the start of the regular work shift and continues into the regular shift, the pay rate shall revert to straight time at the start of the regular shift and shall continue at that rate for eight (8) working hours. In the event that a call out occurs with less than two hours prior to the start of the work day, the Employee shall receive the guaranteed two hours of call out pay. Additional hours worked during the work day shall then be compensated for at the time and one-half rate.

   Mandatory call-in will not be ordered through a family member.

3. Any City Employee who, at the request of the City, works a holiday that is not a part of his regularly scheduled work week, shall be paid at a rate of two and one-half times his base wage, plus his holiday pay.

4. Employees will have the option to take compensatory time off in lieu of overtime pay, noting that said compensatory time off will be earned at a rate of 1.5 times the number of hours worked. All compensatory time off will be subject to scheduling approval of the immediate supervisor. Compensatory time must be taken within twelve months of being earned and no Employees can accumulate more than 80 hours of compensatory time. In extenuating circumstances, where an Employee is not permitted by a supervisor to schedule compensatory time off due to City operational problems, the City Manager may extend the twelve month time limit.

ARTICLE 15
LONGEVITY PAY

1. All full-time and part-time regular and probationary Employees on the City payroll prior to January 1, 1998 shall be provided with a longevity plan. Annual longevity payments shall be made during the first half of the month of December of each year as set forth below, to all permanent Employees who shall have completed at least five years of continuous service, and who shall be in the employ of the City as of December 1 of the year in which the longevity payments are made. Annual longevity payments shall be based on the basic salary of the Employee as of June 30 of the year in which the longevity payment is made and the rate of payment shall be as follows:

   A. Two percent of basic annual salary after five years of service.
   B. Two and one-half percent of basic annual salary after ten years of service.
   C. Three percent of basic annual salary after fifteen years of service.
   D. Four percent of basic annual salary after twenty years of service.
   E. Five percent of basic annual salary after twenty-five years of service.

2. All full-time and part-time regular and probationary Employees hired by the City after January 1, 1998 will not be eligible for the longevity bonus provided in paragraph (1) hereof.

3. Employees who retire under normal or disability retirement programs of the City during any year in which longevity payments shall be made under this Article and who, because of such retirement, shall not be in the employment of the City as of November 30 of that particular year shall, nevertheless, receive a pro rata longevity payment for that year based on the number of full months of employment from the last December 1 to the date of the Employee's retirement. Such longevity payments shall be computed on the basis of the Employee's basic salary.

4. As a means of recognizing the long term of City Employees, service awards will be awarded on an annual basis to Employees so designated by the City Manager. In addition, upon retirement, Employees with at least 10 years of service shall receive a gift with a special inscription as recognition of many years of service.

ARTICLE 16
VACATION

1. Each regular Employee shall accrue vacation with pay in accordance with the schedule set forth below, except that the maximum accumulation for any Employee shall be twice the amount of vacation available to the Employees in that year. For those employees with twenty-two (22) years or more of service, the maximum accumulation for any employee shall be three times the amount of vacation available to the employee in that year.

BASIC WORK WEEK	YEARS OF SERVICE	PAY PERIOD ACCRUAL RATE
40 hours - bi-weekly pay	0-6 complete	3.08 hours (2wks./yr)
	7-13 complete	4.62 hours (3 wks./yr)
	14-24 complete	6.16 hours (4 wks./yr)
	25 and over	7.70 hours (5wks./yr)

2. At the time of separation from service, an Employee shall be entitled to vacation pay for all accrued vacation leave for which he is entitled.

3. Except as provided in Section 2 above, an Employee shall not have the option of converting vacation to cash.

4. Employees who have accumulated the amount of sick leave set forth below may be granted additional annual vacation up to forty hours. This conversion will be at the rate of one sick leave hour for one vacation hour.

   Accumulated sick leave hours – 1440 hours

5. When an Employees is promoted from a regular, part-time position to a regular, full-time position, the vacation anniversary date will be adjusted from the date of full-time employment hire by counting back an equivalent number of full-time weeks by taking the total continuous regular, part-time hours worked divided by forty (40).

6. All employees of the bargaining unit may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment for purposes of computing vacation time.

ARTICLE 17
HOLIDAYS

1. The following days are full holidays with pay for all regular permanent Employees in the City service:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Easter Sunday	Sunday after Good Friday
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
*Floating Holiday	*
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

* Employees may not take the day off from duty, they will, however, receive the holiday pay at the conclusion of the first full pay period in the month of November. Any new Employee shall be eligible for the floating holiday benefit only if they start work prior to Veterans' Day. The floating holiday must be taken in one 8-hour increment.

2. Employees will be paid at their regular pay plus eight times an hourly rate arrived at by dividing their annual salary by 2080 for all holidays granted in Section 1 above, whether they work the holiday or not.

3. Holiday pay will be paid only to those Employees who work, or are on authorized leave during their regularly scheduled work day both immediately before and after the holiday.

4. Any City Employee, who, at the request of the City, works a holiday not part of his regularly scheduled work week shall be paid at a rate of two and one-half times his base wage, plus his holiday pay.

ARTICLE 18
PERSONAL LEAVE

1. Each Employee shall be entitled to four days of Personal Leave. Personal Leave may be taken at the Employee's option with prior approval of the Department Head. Personal Leave days are to be earned quarterly with one day being earned on the first day of January, April, July, and October. Personal Leave days may be used prior to being earned, but if the Employee leaves the employ of the City, with the exception of retirement or death, having used Personal Leave days that were not earned, an appropriate adjustment will be made in his final pay.

2. All Employees must use Personal Leave in minimum one (1) hour increments. Personal leave shall not be eligible to be carried over to another calendar year.

3. All new Employees must serve six (6) months of continuous employment with the City before they are eligible to use Personal Leave.

4. No Employees shall have the option of converting Personal Leave to cash.

ARTICLE 19
SICK LEAVE

1. Permanent Employees shall be entitled to unlimited accumulation of sick leave on the basis of their basic hourly work week. All such sick leave and the accumulation thereof shall be in a unit of hours. The following schedule sets out the proper sick leave provisions based upon the basic hourly work week of the Employees.

Basic work week of the Employee (hours)	Sick leave to which the Employee is entitled for each Complete Month of Service
40	12 hours

Employees on Workers' Comp disability leave of absence shall accumulate sick leave credits at a pro-rated rate according to the amount of sick leave used during said time off.

2. Employees may use sick leave for absence due to illness, injury, exposure to serious contagious disease, and for serious illness or death in the Employee's immediate family. Such leave is used up by deducting the number of hours or parts of hours which the Employees is absent from the normally scheduled work day.

For the purposes of this Section, "immediate family" means: mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, grandparents, aunts, uncles, spouse's grandparents, spouse's aunts, spouse's uncles, and other persons living in the Employee's home. By special permission of the City Manager, sick leave may be used for illness or death of persons other than those listed above.

Sick leave coverage for funerals is a maximum of 24 work hours within a seven calendar day period. Sick leave used for funeral leave shall not be considered a sick leave occurrence.

Sick leave shall be documented with the appropriate leave request form to be completed by the Employee as soon after his illness as possible.

3. A Department Head may require an Employee to submit documentation from a medical doctor or other qualified person for the purpose of justifying an Employee's use of sick leave.

4. All Employees who retire after 10 years of continuous service with the City of Sidney provided they are then eligible for retirement benefits as determined by the

Ohio Public Employees Retirement System, or who retire on disability pursuant to the criteria of the Bureau of Workers' Compensation after 5 years of continuous services with the City of Sidney , shall receive 30% of accumulated sick leave.

5. Upon termination of employment other than retirement, an Employee who has at least twenty-five years of continuous service with the City of Sidney shall be entitled to payment for unused sick leave of 30% of his total sick leave accumulation.

6. Any Employee who must use his sick leave shall see that his immediate supervisor or Department Head is notified by himself or by a representative, as soon as is reasonably possible after it is determined that absence from work will be necessary.

7. Employees who do not use more than one day of sick leave in a given pay year shall be paid a bonus equivalent to eight (8) hours pay at the Employee's hourly rate. To be eligible for the bonus, an Employee must have completed one year of employment with the City. Said bonus, if earned, will be paid at the Employee's rate of pay for the last pay period in December in the year earned and paid at the first pay period in February of the following year. The conversion of sick leave to vacation and sick leave used for funeral leave as described above shall not be considered the use of sick leave to prevent the payment of the bonus.

8. Temporary Light Duty Assignments. Temporary light duty assignments may be accommodated in accordance with the following;

   (A) Any Employee desiring to be placed on a temporary light duty assignment for medical reasons, shall submit a written request to his/her Senior Director, explaining the nature of the illness or injury, the proposed light duty activities, and attaching a medical release for the light duty activities contemplated;

   (B) The City reserves the right to determine whether to make or approve temporary light duty assignments and to determine (with medical clearance) the activities to be conducted in such assignment, provided however, that all such assignments will involve work that is directly related to the departmental operation, and that each request for such assignment will be evaluated on the basis of available and suitable light duty work details for temporary assignment as determined by the Senior Director and City Manager.

   (C) Any Employee temporarily assigned to a light duty status shall be paid according to his current pay rate. Temporary light duty assignments may involve work activities that are typically performed by a supervisor or another Employee at a higher pay grade.

(D) Any individual assigned to light duty status will not be scheduled to work on a holiday. Calculation of sick leave accrual for individuals on light duty status will be computed on the basis of the individual's regular shift assignment even though the light duty assignment may alter the actual work shift.

ARTICLE 20
MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE

1. The City provides for a group medical-surgical insurance plan, which is available to all permanent regular full-time Employees and probationary full-time Employees. This medical-surgical plan provides for two different types of protection: individuals or family. The Employee may select the policy which best fits his needs. Dependent children coverage will be provided as required by Federal and State Laws.

2. The City pays 100% of the premiums for life insurance and travel-accident insurance. The City also pays 87% of the premiums for the basic health insurance plan which includes major medical coverage.

3. The City will provide, at no cost to the Employees, a travel-accident insurance policy to cover city-related travel outside the city limits. The scope of coverage shall be $50,000.

4. The City will provide for a group life insurance plan which is available to all permanent Employees. This coverage applies only to the Employees and not to the Employee's family. The amount of life insurance coverage is $50,000 with accidental death and dismemberment clause.

5. Only permanent regular full-time and probationary full-time Employees are included in the coverage of any of the three plans.

6. The City has established a committee of Employees to investigate the existing health insurance coverage and options for alternative coverage. The Health Insurance Committee will make its recommendations to the City Manager and any changes in coverage will be discussed with the Union for possible amendment to this Agreement.

7. City Employees choosing not to receive the City's health insurance coverage, and not covered by a spouse or parent also working for the City, will receive an annual cash benefit of $600 for persons who qualify for family coverage and $350 for single coverage during each year of the duration of this Contract. This benefit will be paid to eligible employees on their anniversary date of hire after their first year of employment, and thereafter at the same time as longevity payments are distributed.

8. Reinstated Employees who return to regular full-time active employment will be required to re-satisfy the waiting period if reinstatement is due to lay-off or an approved leave of absence, other than FMLA. Coverage shall be effective the first of the month following the 30 day waiting period. The pre-existing condition limitation will not apply unless it applied prior to lay-off or leave of absence.

ARTICLE 21
WORKERS' COMPENSATION

Workers' Compensation is provided for the benefit of City Employees in two forms: namely, (1) reimbursement of medical expenses and (2) disability allowances.

1. Reimbursement of medical expenses will generally be made directly to the attending physician or hospital, provided that the injured Employee has reported the accident to his supervisor, as soon as is possible, in writing on the City's "Employee's Report of Injury or Accident" form provided by the supervisor.

2. In the case of an Employee being disabled as a result of an on-the-job injury, the injured Employee may petition the proper State agency for a disability allowance.

3.

   A. When an employee is unable to work due to a job-related injury, the City will continue to pay the employee his regular straight-time salary or hourly wage for up to 60 calendar days. This 60 day period will be reduced to 30 days if the Bureau of Workers' Compensation establishes a reserve for the employee's Workers' Compensation claim. The City Manager may continue such payments beyond 60 days if he determines that doing so would benefit the City. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation. When an employee receives salary continuation under this section, the City will not deduct from the employee's accumulated sick leave. The City may require the employee to perform any duties within the limitations of such injury or illness.

   In determining an employee's eligibility for salary continuation or ability to perform or return to work, the City, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City."

   B. If an Employee is eligible for temporary total disability payments, he may elect to receive that disability payment or to receive, for up to 12 weeks, his normal base wage from his accumulated leaves of absence. The Employee may not receive both temporary total disability and draw on his accumulated leaves of absence. If he chooses the latter, he will sign over his disability checks to the City, and they will be applied proportionately to reimburse his leaves. Instead of receiving these checks, the City may elect to inform the Bureau of Workers' Compensation of the wage continuation and avoid the issuance of temporary total disability payment.

4. DISABILITY SEPARATION LANGUAGE:

A. Disability separation. If an Employee, as a result of an on the job injury, is unable to perform the substantial and material duties of his position for a period of twelve (12) consecutive months, the Employee shall be placed on disability separation at the end of said twelve (12) month separation period and the City may fill his position. Employees on disability separation shall be entitled to sick leave pay as long as they have unused sick leave to their credit.

B. Reinstatement rights. An Employee given a disability separation shall have the right to reinstatement within one year after having been given a disability separation to a position in the classification the Employee held at time of separation. When such Employee is restored to his position, the former incumbent of such position shall be demoted to the next lower rank, and the youngest Employee in point of service in the next lower rank shall be demoted, and so on down until the youngest Employee in point of service has been reached, who shall be laid off, if necessary.

C. Request for reinstatement. Any request for reinstatement following a disability separation must not be later than four years following a disability separation. The request must be in writing.

D. Medical examination. The Employees requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the City, or upon the submission of other appropriate medical documentation establishing that the disability, illness, injury, or condition no longer exists.

5. The City may offer temporary light duty work that is directly related to Departmental operations to an Employee who is receiving Workers' Compensation, even if the Employee has not requested light duty. If the Employee refuses the light duty assignment, his Workers' Compensation, sick leave, or wage continuation under Article 19 and Article 21, may be terminated.

ARTICLE 22
OTHER BENEFITS

1. Coffee Breaks/Rest Periods. All permanent Employees are permitted two (2) fifteen (15) minute breaks each day. These breaks are to be taken at a time established by the Department Head.

2. Jury and Witness Duty. Any Employee, who is called upon for jury duty or as a witness in a court of law, shall be granted a leave of absence for the period of such duty. The City shall pay the Employee the amount of pay which the Employee would have normally received during the absent time providing the Employee turns over compensation received for time served during the normal work period. Where jury or witness duty would create an undue hardship on City operations, the City will attempt to gain excuse of those individuals and will need their cooperation to do so.

3. Military Leave. Any Employees who is a member of the National Guard or of the Military or Naval Forces of the United States, and is required to undergo training therein or is called to active military shall be granted a leave of absence with pay for the period of such training or active duty. His paid leave of absence shall be in addition to his vacation leave, but shall not exceed twenty-two eight hour work days or one hundred seventy-six hours within one calendar year. In the case of military leave, paid leaves shall mean the difference between the Employee's regular salary and the Employee's military base.

4. Cost of Textbooks. The City will support the pursuit of job related college courses by reimbursing Employees for expenses the Employee incurs for books, tuition, and laboratory fees associated with attendance of classes at an accredited institution. Prior approval of the City Manager is required in determining if the college course is job related.

   In order to qualify for reimbursement, the Employee must achieve a grade of C or better in the particular class(es). Any reimbursed education courses must be included in the approved Departmental training budget. Persons interested in pursuing college education opportunities should make their request in writing to their Department Head by September of each year so that the request can be included in the Department's training appropriation for the following year.

   Any Employee who resigns from the City employment within five years after completing his/her college course and who received financial reimbursement from the City, shall pay back to the City the reimbursement received on a pro-rated basis over the five year period with twenty percent (20%) of the reimbursement being forgiven each year beginning from the date the course was completed. Such reimbursement costs owed the City may be withheld from the Employee's final

check. College courses required by the City and initiated by an Employee's supervisor shall not be subject to this Section.

5. Mileage Allowance. Whenever possible, City vehicles shall be used for trips of 250 miles or less. If a vehicle is not available, approval may be given for use of a private vehicle in which case reimbursement for mileage will be made in accordance with Chapter 1812 of the Administrative Rules and Regulations or the direction of the Finance Officer.

6. Uniform Allowance. The City will continue the practice of providing needed uniform items, and agrees to budget the following amounts for each member of the collective bargaining unit each fiscal year. Uniform items to be determined by the city. The city will provide for the cleaning of uniforms.

2012	$385
2013	$385
2014	$385

7. Supplying the Agreement. Within thirty (30) days of this Agreement being filed with SERB, the Union will provide a copy of this Agreement to the City and to each member of the Bargaining Unit, at no cost to the members.

8. Compensatory Time for Health Insurance Committee Members. In the event that Health Insurance Committee meetings are scheduled at times when one or more of the committee members is not scheduled to work, or the meeting extends beyond the member's regular working hours, then the City will provide compensatory time off, on a one-hour to one-hour basis, subject to scheduling this time off with the approval of the appropriate supervisor. No overtime will be paid to Health Insurance Committee members because of time spent in Health Insurance Committee meetings.

10. Physical Fitness. The City shall provide up to the cost of a Sidney-Shelby County Y.M.C.A. Adult Fitness Center membership that may be used towards any individual membership at any private fitness club located in the City or any YMCA. The private fitness club must be pre-approved by the City and the Union and must be able to track the employees' visits and provide such documentation to the City. Employees who use this benefit will need to provide documentation that they have used the facilities at least 52 times within a twelve month period. Not more than 2 visits per day will be counted toward the 52 times in a twelve month period. Employees who do not use the facilities the minimum number of times shall not receive the benefit the next year.

10. Pension Pick-up. The City shall provide a pension Pick-up program by the salary reduction method, deducting the Employees' contribution from the gross salary each year.

ARTICLE 23
PROBATIONARY PERIOD

A. All Employees shall serve a probationary period of 12 months.

B. All promotional appointments shall be probationary and subject to a probationary period of six months after appointment. An Employee promoted and then rejected during a probationary period shall have the right to resume the position from which he was promoted.

ARTICLE 24
SEPARATION FROM SERVICE

A. Layoff. When it becomes necessary in any Department, through lack of work, funds, or other causes, to reduce the number of Employees in a given class, temporary, seasonal and part-time Employees, if any, in that Department shall be laid off first and thereafter the least efficient permanent Employees as shown by service ratings for the twelve month period immediately preceding the layoff date shall be next laid off. Seniority will be determinative if the service ratings are relatively equal. In the absence of satisfactory service ratings, layoff shall be in order of classification seniority, including seniority as a part-time Dispatcher the persons last appointed being the first laid off.

This provision shall in no way affect the right of the City, as provided in Article 3, to transfer or assign Employees or to fill any vacancy not created by a reduction in force.

B. When the City determines that a long-term layoff or job abolishment is necessary, the City shall notify the affected employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the City's decision to implement any short-term layoff, lasting seventy-two (72) working hours or less, as soon as possible. The City, upon request from the FOP/OLC, agrees to discuss, with the representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

ARTICLE 25
SENIORITY

Section 1 - Seniority. Seniority means the total length of continuous service with the City of Sidney Police Department. Classification seniority shall mean the total length of continuous service in a particular classification with the City of Sidney Police Department.

The following situations shall not constitute interruptions of continuous service:

a. Absence while on approved leave of absence.
b. Absence while on approved sick leave of absence.
c. Military leave.
d. A layoff of less than one (1) year duration for those employees with less than five (5) years of continuous service; and a layoff of less than two (2) years duration for those employees with five (5) or more years of continuous service.

Section 2 - Loss of Seniority. Seniority is lost due to the following:

a. Discharge for just cause.
b. Retirement.
c. Resignation.
d. Layoff of one (1) year or more for those employees with less than five (5) years of continuous service; and a layoff of two (2) years or more for those employees with five (5) or more years of continuous service.
e. Failure to notify the City within five (5) calendar days of receiving a notice of recall.
f. Failure to report to work within ten (10) calendar days of the mailing of a notice of recall.
g. Failure to report to work for three (3) consecutive days without calling in. On the third day, employee must call in no later than the starting time of his/her shift.

ARTICLE 26
SHIFT SELECTION

Employees may make a shift selection by seniority once each year. The City designates the month of January each year for shift selection, and implementation will be during the month of February each year. However, the City reserves the right to reject this based on Departmental needs for training, shift balance, or otherwise in the interest of the Department. An Employee may be bumped no more than once each year as a result of shift selection.

ARTICLE 27
DRUG AND ALCOHOL POLICY

A negotiated Drug and Alcohol Policy is below. The reasonableness of this is agreed upon. Additions, deletions, or modifications of this rule may be made by the employer afterward; the Union will reserve the right to challenge the reasonableness.

PURPOSE

The Police Department has a legal responsibility and management obligation to insure a safe work environment; as well as paramount interest in protecting the public by insuring that its Employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an Employee who is free from drug/alcohol dependence or abuse or illegal drug use.

A reasonable drug/alcohol testing program must establish a balance between the rights of the Employee and the compelling governmental interest in maintaining a Police agency free of illegal drugs. Liability could be found against the Department and the Employee if we fail to address ourselves with diligence to insure that Employees can perform their duties without endangering themselves or the public.

There is sufficient evidence to conclude that use of alcohol or illegal drugs and/or drug abuse (whether illegal or prescription drugs) and alcohol abuse seriously impairs an Employee's performance and general physical and mental health. The illegal use of drugs by Police Employees (therefore, possession) is a crime in this jurisdiction and clearly unacceptable.

POLICY

Department Employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily-defined illegal use or possession of drugs by an Employee, whether on or off duty, is prohibited. Department Employees are prohibited from consuming or possession of alcohol at any time during or just prior to a beginning of the work period or anywhere on City property, including buildings, property, or vehicles.

All property belonging to the Department, including the entire premises of the Department, is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desk, locker, and files.

The appropriate use of prescription drugs and over-the-counter medications is not prohibited. However, the following guidelines must be observed. All prescription drugs must be in the original container and in the Employee's name. Any Employee using a prescription drug should consult with their physician or pharmacist regarding the effects of the drug and provide written approval for the use of any drug during working hours

which could affect the Employee's ability to safely operate a motor vehicle or perform their normal job duties. Employees should read all labels carefully. On-duty Employees shall inform their supervisor when using any over-the-counter medications that could cause drowsiness.

Failure of any Police Employee to comply with the intent or provisions of this policy are grounds for disciplinary action, including dismissal or other action determined appropriate by the Police Chief. Refusal by the Police Employee to take a required test, i.e. a test that is ordered based upon reasonable suspicion or post-accident, or random test selection as defined in this policy, will result in immediate relief from Police duties pending disposition of any administrative personnel action. A positive drug or alcohol test, or the refusal to take a test after an accident may affect the Employee's eligibility to receive Workers' Compensation benefits under Chapters 4121 and 4123 of the Ohio Revised Code.

PROCEDURE

Definitions:

1. Drug test - a urinalysis test administered under approved conditions and procedures to detect drugs by a certified laboratory and other testing methods approved by the Department of Health & Human Services certification program.

2. Alcohol test - a blood sample or urine sample taken at either a hospital or accredited testing laboratory, or a breath test administered by a hospital, accredited testing laboratory, or a licensed agency.

DRUG TESTING - URINALYSIS and ALCOHOL TESTING

A. Employees of the Department shall be required to submit to a test for alcohol, drug, or narcotic use as outlined below:

   1. The Police Chief or his/her designee may order a drug/alcohol test when he or she has reasonable suspicion that an Employee is using, or is under the influence of drugs, narcotics, or alcohol. Examples of conduct that constitute reasonable suspicion include, but are not limited to: slurred speech, alcohol odor on breath, unsteady walking and movement, accident involving City property, physical altercation, verbal altercation, unusual behavior, or possession of alcohol or drugs.

   2. The Police Chief or his/her designee may order a drug/alcohol test for Employees who are driving City vehicles who are involved in accidents involving personal injury or significant property damage. Significant property damage shall be defined as damage that temporarily prevents the use or enjoyment of the property or substantially interferes with its use or

enjoyment for an extended period of time. Personal injury shall be described as an injury that requires medical attention away from the accident scene.

3. Drug/alcohol testing may be conducted on Employees randomly using a valid method of selection. The random test selection will be done by the approved testing laboratory, performed four (4) times throughout the calendar year and consist of a total maximum of twenty-five percent (25%) of the number of Police Employees subject to random testing.

4. The order shall be in writing and the Employees shall be advised of circumstances surrounding the order to test.

5. When the Police Chief or his/her designee orders a drug or alcohol test according to the guidelines for #1 above, he or she shall prepare a report containing the facts and circumstances including any pertinent dates and times. The report shall be made available to the Employee upon request. The Employee may provide the report to the Union if he/she so chooses. This report shall also be forwarded to the Human Resource Department and the City Manager's Office.

6. Whenever practical, prior approval should be obtained from the Police Chief before his/her designee orders the test.

B. In the event that an Employee is required to submit to a drug or alcohol test, the following guidelines should be observed

1. The Employee shall be granted enough time to change from uniform to civilian clothing, if desired.

2. The Employee will be transported to the designated testing facility by a supervisor.

3. The Employee may request that a Police Department Employee of his/her choice be present for the transportation and test, provided said individual is reasonably available. The use of said Police Department Employees shall not create an overtime expense to the City.

4. A controlled test will be conducted by personnel of the testing facility.

5. Subject to the rules of the testing facility, the Employee may have an observer for the test.

6. All urine and blood samples will be properly labeled, sealed, and turned over to the testing site personnel by the Employee. The specimen will be

divided properly by the designated test center or laboratory designated by the test center.

7. All parties involved will be transported back to the Police Department. If the test of the Employee is held over his/her assigned time, he/she will be compensated for that time.
8. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health & Human Services or certified by a DHHS-recognized certification program such as the Substance Abuse and Mental Health Services Administration. The procedures utilized by the City and the testing facility shall follow the Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

9. Alcohol testing shall be done in a manner used to test drivers operating a motor vehicle under the influence. This will typically involve a breath test. If this type of testing is not available however, other standard methods such as blood or urine may be utilized. A blood alcohol content of .02 or greater shall be considered a positive test result. The current testing facility for the City is Wilson Memorial Hospital Occupational Health. In the event that testing is required after normal business hours, the Emergency Department at Wilson Memorial Hospital shall be deemed the testing facility.

10. Any Employee that is suspected of operating a City vehicle while under the influence of alcohol by law enforcement, law enforcement requirements shall take precedence and the individual will be tested according to law enforcement policy and procedures.

11. The results of the testing shall be delivered to the City and the Employee tested. An Employee whose test result is positive shall have the right to request a certified copy of the test results in which the testing facility shall affirm that the tests results were obtained using approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided under this policy shall be grounds for discipline.

12. If a drug confirmation test is positive, the Employee may, upon written request, have the split sample re-tested by a DHHS-certified laboratory. This request shall be presented to the Police Chief or his/ her designee within 72 hours upon being notified of a positive result. In the written request, the Employee shall indicate if the split sample is to be tested by the original laboratory or forwarded to another DHHS-certified laboratory. The split samples are held by the testing laboratory for a period of one

year. The City shall notify Occupational Medicine of the request for the split sample re-test and shall pay for the test.

In the event that the split sample test confirms the results of the first test, the City will proceed with the actions set forth in this policy and the Employee shall be invoiced for the expense of the split sample re-test.

SUBSTANCE TESTING AND ASSISTANCE

Upon the findings of a positive test result, the Employee who has tested positive shall be referred to the Employee Assistance Program (EAP) or appropriate substance abuse professional as determined by appropriate medical personnel in consultation with the City. The City may impose disciplinary action upon the findings of a positive test result. However, the City agrees it will not discharge an Employee who tests positive his/her first time. This limitation on discipline shall not limit the City in imposing discipline up to and including termination for gross misconduct which may be coincident with an Employee's improper drug or alcohol use. If the Employee has previously tested positive for the use of drugs or alcohol or has refused to participate in or fails to complete the EAP or treatment detoxification program, the Employer has the right to impose disciplinary action, including termination.

An Employee who participates in a rehabilitation or detoxification program may be allowed to use accrued paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the Employee may be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of a rehabilitation or detoxification program, and upon receiving results from a retest demonstrating that the Employee is no longer abusing a controlled substance, the Employee will be returned to his/her former position. Such Employee may be subject to periodic re-testing for one (1) year upon their return to their position. Any Employee in a rehabilitation or detoxification program according to this policy, will not lose any seniority or benefits, should it be necessary for the Employee to be placed on medical leave of absence without pay for a period of not to exceed 90 days.

If the Employee tests positive during a re-testing after his/her return to work from such a program, the Employee shall be subject to appropriate disciplinary action up to and including termination.

Periodic re-testing that is performed during the period of one year, upon their return to their position, shall be at the expense of the City. The expense of testing the split sample during the periodic re-testing shall follow the same guidelines as outlined in Section 12.

ARTICLE 28
LABOR MANAGEMENT COMMITTEE

1. It is the desire of the City and the Union to maintain the highest standards of safety and professionalism in the Police Department.

2. The City and the Union shall each appoint three (3) members to the Labor/Management Committee. This Committee will meet at least semi-annually and discuss any issues which either party wishes to raise relating to the Police Department. Neither party has an obligation to act upon the issues raised.

3. If the meeting occurs during regularly scheduled work time, Committee members will be granted time off with pay for the normal schedule when meeting jointly with management, but in no event shall an Employee receive overtime.

4. At least twenty-four (24) hours before every meeting of the Committee, the City and the Union representatives will deliver an agenda to each other covering all matters proposed to be discussed. The City or Union will not be obligated to discuss any matter not listed on the agenda. This Committee will not be for the purpose of discussing grievances or renegotiating this Agreement.

ARTICLE 29
CORRECTIVE ACTION

1. Discipline. Bargaining Unit Employees shall not be reprimanded, reduced in pay or position, suspended, discharged or removed except for just cause; except where the provisions for probationary Employees provide to the contrary. The Employer shall give copies of all written disciplinary actions which are placed in his/her personnel file to the affected member.

2. Procedure. In the event that an Employee is to be given disciplinary action for behavior which is of such nature as to call for suspension or removal, a personal pre-disciplinary conference between the Employee, the Police Chief and the City Manager will be arranged. This pre-disciplinary conference will take place no earlier than twenty-four (24) hours from the time the Employee is notified. If the Employee desires the presence of a Labor Council representative at the conference, the Employee shall notify the Labor Council representative. When the nature of the offense is such that immediate disciplinary action is required, the City is not prohibited from taking immediate action by this provision; however, an Employee may be conditionally suspended with pay pending a conference on the matter.

3. Progressive Discipline. The City agrees that the principles of progressive corrective action will normally be followed with respect to minor offenses; that is, an oral warning for the first offense, a written reprimand for the second offense. More severe disciplinary action may be taken for subsequent offenses. Mitigating or aggravating circumstances may be considered for each offense. If the offense is of a more serious nature, a different sequence is permitted which is appropriate in light of the nature of the objectionable conduct.

ARTICLE 30
DURATION

This Agreement shall be in effect from July 1, 2012 through June 30, 2015. Negotiations for a successor Agreement shall commence 80 to 90 days before that date. The Union and the City shall then promptly present their respective proposals to each other, and shall meet in an attempt to conclude all negotiations within the next 45 days.

This Agreement is signed at Sidney, Ohio this 6 day of Dec 2012.

For the FOP, Ohio Labor Council:

Barry Gray, Staff Representative

Deb Sniffen, Comm. Tech. Team Member

Lynne Brown, Comm. Tech. Team Member

For the City of Sidney:

Mark Cundiff, City Manager

244640v1
10/23/2012

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s): 12-MED-03-0216 } (Communications Technicians)
and,	
CITY OF SIDNEY, EMPLOYER.	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Daniel G. Rosenthal
rosenthal@dgtfirm.com