GREEMENT BY AND BETWEEN

11-30-2015
15-MED-03-0206
2179-02
K32781

THE CITY OF SIDNEY

AND

THE FRATERNAL OF POLICE, OHIO LABOR COUNCIL, INC.

PATROL OFFICERS

July 1, 2015 through June 30, 2018

TABLE OF CONTENTS

ARTICLE NUMBER	TITLE	PAGE
ARTICLE 1	RECOGNITION	3
ARTICLE 2	COOPERATION	4
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	NO STRIKE/NO LOCKOUT	6
ARTICLE 5	COMMITTEE BUSINESS	7
ARTICLE 6	GRIEVANCE AND ARBITRATION	8
ARTICLE 7	EFFECT OF LAWS	10
ARTICLE 8	WAIVER	11
ARTICLE 9	LEAVES OF ABSENCE	12
ARTICLE 10	HEALTH AND SAFETY	15
ARTICLE 11	NO DISCRIMINATION	19
ARTICLE 12	DUES DEDUCTION	20
ARTICLE 13	WAGES	22
ARTICLE 14	OVERTIME PAY	24
ARTICLE 15	LONGEVITY PAY	26
ARTICLE 16	TEMPORARY SUPERVISORY PAY	27
ARTICLE 17	EDUCATIONAL BONUS	28
ARTICLE 18	VACATION	29
ARTICLE 19	HOLIDAYS	30
ARTICLE 20	PERSONAL LEAVE	31
ARTICLE 21	SICK LEAVE	32

ARTICLE 22	MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE	34
ARTICLE 23	WORKERS' COMPENSATION	35
ARTICLE 24	LABOR/MANAGEMENT COMMITTEE	37
ARTICLE 25	PROBATIONARY PERIODS	38
ARTICLE 26	CORRECTIVE ACTION	39
ARTICLE 27	BULLETIN BOARDS	40
ARTICLE 28	SENIORITY	41
ARTICLE 29	LAYOFF AND RECALL	42
ARTICLE 30	OTHER BENEFITS	43
ARTICLE 31	PROMOTIONS	46
ARTICLE 32	DRUG AND ALCOHOL POLICY	48
ARTICLE 33	DURATION	53

ARTICLE 1
RECOGNITION

1. This Agreement is between the City of Sidney, Ohio (City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Union). "He", "Him", and "His" include "She", "Her", and "Hers".

2. The City recognizes the Union as the exclusive bargaining representative for the non-supervisory, sworn officers in the Police Department including police officers, but excluding all civilian dispatchers, civilian parking meter attendants, civilian clerical employees, confidential employees, management level employees, sergeants and officers of higher rank, and all other supervisors as defined in Chapter 4117 of the Ohio Revised Code.

Certification: Case No. 93-REP-09-0178

ARTICLE 2
COOPERATION

1. The City and the Union and each Officer agree to use their best efforts to serve the citizens of the City and the public in general, to achieve better understanding among the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union, and the employees represented by the Union.

2. The parties' purpose in entering into this Agreement is to establish wages, hours, terms, and other conditions of employment for the bargaining unit employees as set forth in this Agreement, and this Agreement is also made for the purpose of promoting cooperation and harmonious labor relations between the City, members of the bargaining unit, and 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 employees, except to the extent that this Agreement specifically provides to the contrary.

2. This includes, but is not limited to: the selection, transfer, assignment, and layoff of police officers, the termination of probationary police officers, the termination for just cause of other police officers; the making, amending, and enforcement of reasonable work rules and regulations; the securing of the revenues of the City; 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; the determination from time to time as to what services the City shall perform; 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; the purchasing and maintaining adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of police officers required; the establishment of training programs and upgrading requirements for employees; the establishment and change of work schedules and assignments; 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 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 Committee.

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 article, and any other provision in this Agreement relating to management rights are 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 LOCKOUT

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 service. Neither the Union nor any employee 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 such 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 other party written or electronic notice. The hearing shall be held within 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
COMMITTEE BUSINESS

1. All Union business will be conducted outside paid working time. The only exception is for the following:

a. Minimal use of time and equipment (phone, e-mail, fax) at the discretion of the Chief, or his designee, for the investigation and/or resolution of potential grievances and grievances; and

b. Straight-time hours necessarily lost by Union representatives in meeting at the specified steps of the Grievance Procedure with representatives of the City at a mutually agreed upon time. This does not include attendance at any arbitration.

2. Negotiating. Unless otherwise agreed upon between the Union and the City for a specific series of negotiations, all negotiations will be conducted on City-paid time for representatives of the Union provided; however, in the event that the negotiation sessions are conducted at times when one or more of the Police Officers' Negotiating Committee members are not scheduled to work, or that sessions extend beyond regular working hours, the City will provide compensatory time off, on a one hour for one hour basis, subject to this time off being approved by the appropriate supervisor. No overtime will be paid to any team member because of time spent in negotiations and the Fair Labor Standards Act shall not apply to any negotiation time. The City will accommodate a total maximum 45 hours of compensatory time for the entire Police Officers' Negotiating Committee. It is also understood that this provision will apply only to negotiations and not to any impasse resolution proceedings. Impasse resolution proceedings shall include any proceedings beyond mediation.

3. One (1) representative of the Police Officers' Bargaining Unit shall be allowed a maximum of eight (8) hours per year time off with pay to attend FOP or FOP/OLC conferences or labor relations seminars.

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.

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, the employee may appeal it to the Chief. This shall be done within 2 calendar days after the supervisor's written decision. 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. The 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. All matters contained in this Agreement shall be subject to the Grievance Procedure herein contained. However, on matters not covered in this Agreement, bargaining unit members retain their right to request and receive resolution before the Civil Service Commission on matters within their jurisdiction.

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 Regulations, 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 the Chief of Police, nor their subordinates 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. The City and the Union agree that all items in this contract, which supersede applicable State law and which may be permissibly to do so under Ohio Revised Code Section 4117.10(A), shall not be affected by this Article.

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 the 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. Family and Medical Leave (FMLA).

(a) Eligible employees (those who have worked for the City of Sidney at least 12 months and for at least 1250 hours during the year preceding the requested leave) are entitled to take up to twelve (12) weeks of unpaid leave during any 12 month period from the first day leave was taken. This leave may be used:

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 their 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 employee 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.

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 Union and all employees agree to cooperate with the City on all matters pertaining to health and safety.

2. Medical Examination Returning From 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. The cost of this third physician shall be shared equally by the employee and the City.

3. Medical Examination in Interest of Health and Safety. In the interest of health and safety, the City may require 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 employment. 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. The cost of the third physician shall be shared equally by the employee and the City.

4. Physical Fitness Program: All police officers shall be required to undergo mandatory annual Physical Fitness Testing, to be scheduled by the department. Level 1 Fitness describes the minimum acceptable level of fitness required for all police officers to receive a bonus. Minimum standard describes the minimum acceptable level of fitness required for all Police Officers to avoid discipline. The standards may be changed as the City's experience warrants. The City will first confer with the physical fitness committee, which will include a bargaining unit representative, before making any change.

Those officers who do not pass each required phase of the minimum standard shall be required to retake any failed portion of the test within 180 days, at a time scheduled by the department, and are not eligible for the annual bonus. Those officers who fail to pass any required phase of the minimum standard at the annual testing shall be subject to progressive discipline until all phases of the minimum standard have been passed.* Progressive discipline will be imposed on officer (s) who do not pass the minimum standard phase during the retest however the discipline shall be stayed for those officers who exceed their previous performance by 10% (5% on the runs). Officers must put forth their best effort; failure to do so will result in discipline.

*An officer who fails to meet the minimum standard can have a one time option to enter

into an agreement to perform a workout routine on his/her own time to avoid the level of discipline he/she is at, however they will be retested during the next fitness test and must exceed their previous performance by 10% (5% on runs). 10% (5% on runs) will be necessary from test to test in order to avoid discipline.

Progressive discipline under this section will mean oral warning, written warning, 1-day suspension and recurring 3-day suspensions. Once an officer passes all phases of the minimum standard, progressive discipline will restart. Progressive discipline under this section will not be used in the progression of discipline for other conduct.

All officers shall be required to undergo a physical examination by a licensed physician prior to participating in the annual Physical Fitness Testing. Limitations shall be dealt with on a case-by-case basis. An officer who fails to have the required physical examination completed by the time of the annual Physical Fitness Testing shall be subject to discipline.

An officer who is not cleared by a physician to participate in a portion of the annual Physical Fitness Testing shall not be eligible for the annual bonus, shall be required to take all other portions of the test and shall be required to be retested within 180 days of being cleared for those portions of the test which the officer was unable to perform. Employees must regularly inform the City of progress toward being cleared. However, an employee who is unable to take an annual test because of an injury may still receive the bonus if he passes the test within 180 days of the annual test, at a time scheduled by the department. An injury must be supported by medical evidence satisfactory to the City of inability to take the test.

The City will hold the Union harmless and indemnify it for any claim of personal injury made against the Union resulting from testing under this Section.

	Test	Min Stand	Level 1	Level 2	Level 3
1.	1.5 Mile Run (min/sec)	15:15	14:36	13:53	13:00
2.	300 Meter Run (seconds)	66.0	63.0	61.9	55.7
3.	1RM Bench Press Free Weight	0.50	0.64	1.03	1.25
	or				
	1 Minute Maximum Push Ups (#)	20	25	32	39
4.	1 Minute Maximum Sit Ups (#)	24	29	34	39
5.	Vertical Jump (inches)	14.0	16.0	18.0	20.0

Those Officers passing, at a minimum, all required phases of Level 1 at the annual testing shall be eligible for an annual bonus as follows. Officer shall earn points based upon their performance. One point shall be earned for each event in which an officer performs at Level 1, two points for performing at Level 2, and three points for performing at Level 3. Each point shall be worth $100. The minimum annual payment for an officer passing all required phases of Level 1 shall be $850. Those Officers passing all required phases at Level 3 shall be eligible for an additional $200 bonus.

EXAMPLE 1

Test	Level	Points	Bonus
1.5 Mile Run (min/sec)	1	1	$100
300 Meter Run (seconds)	2	2	$200
1RM Bench Press Free Weight or 1 Minute Maximum Push Ups (#)	3	3	$300
1 Minute Maximum Sit Ups (#)	2	2	$200
Vertical Jump (inches)	3	3	$300
FITNESS BONUS		11	$1,100

EXAMPLE 2

Test	Level	Points	Bonus
1.5 Mile Run (min/sec)	3	3	$300
300 Meter Run (seconds)	3	3	$300
1RM Bench Press Free Weight or 1 Minute Maximum Push Ups (#)	3	3	$300
1 Minute Maximum Sit Ups (#)	3	3	$300

Vertical Jump (inches)	3	3	$300
FITNESS BONUS		15	$1,500
ADDITIONAL LEVEL 3 BONUS			$ 200
TOTAL FITNESS BONUS			$1,700

ARTICLE 11
NO DISCRIMINATION

1. 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, disability, military or veteran status, or any other characteristic protected by federal, state or local law.

2. The City will abide by all applicable law, including common law, in its dealings with its employees, including probationary employees.

ARTICLE 12
DUES DEDUCTION

Section 1. The Employer agrees to deduct Union membership dues, initiation fees, and assessments in accordance with this Article for any employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments twice 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 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 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 deduction 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 3. 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/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

Section 4. 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 in seeing to this.

Section 5. 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.

Section 6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 7. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred, or was known to have occurred. If it is found an error was made, it will be corrected at the pay period that the Union dues deductions would normally be made by deducting the proper amount.

ARTICLE 13
WAGES

The following wage schedule shall be in effect.

Effective June 28, 2015:
2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Year	49,624.64	51,767.04	53,952.29	56,392.13	58,577.38	61,271.81
Hour	23.86	24.89	25.94	27.12	28.16	29.46

Effective June 26, 2016:
2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Year	50,617.13	52,802.38	55,031.33	57,519.97	59,748.92	62,497.24
Hour	24.34	25.39	26.46	27.65	28.73	30.05

Effective June 25, 2017:
2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Year	51,629.48	53,858.43	56,131.96	58,670.37	60,943.90	63.747.19
Hour	24.82	25.89	26.99	28.21	29.30	30.65

2. Senior Officer Pay

In order to be eligible for Senior Officer pay, an officer must meet certain criteria by being actively engaged in at least one of the following:

Tactical Response Team
Field Training Officer
Canine Unit
Hostage Negotiator
Clandestine Lab Response Team
Accident Reconstructionist
Evidence Technician
Senior Operator in Charge
Bike Patrol
Certified Instructor
Specialty Position such as:
Investigator, DARE Officer, School Resource Officer, Community Resource Officer

This list of criteria may be modified in the future by mutual agreement of the parties.

An officer who meets one (1) of the criteria and has 12 years or more of service as an officer with the Sidney Police Department shall receive pay equal to one percent (1%) of his or her base annual wage each year. An officer may not receive more than one percent (1%) per year.

An officer who meets the criteria and has 15 years or more of service as an officer with the Sidney Police Department shall receive pay equal to one percent (1%) of his or her base annual wage each year for each criteria he or she meets up to a total of three percent (3%) per year.

Senior officer pay shall begin the first full pay period following the effective date of his or her change in eligibility. Senior officer pay shall not be used in the calculation of longevity pay, but will be calculated in overtime and holiday pay.

ARTICLE 14
OVERTIME PAY

1. Overtime pay shall be provided to all employees, except as exempted in the following sections, at a rate of one and one-half (1½) times the normal rate for all hours worked in excess of the normal work day, or in excess of the basic work week. In instances where an officer is on authorized leave and is called in to work his regularly scheduled shift, the officer will receive overtime pay plus leave pay, unless the officer chooses to cancel the leave time, in which case he will receive straight pay for his regular shift.

2. Work performed outside the regular work schedule with less than ten (10) hours prior notice, unless such work is an extension of the day's work, or without notice prior to leaving work on the previous work day, shall constitute a call-out.

Call-outs shall be paid at the time and one-half rate, with a minimum guarantee of three (3) 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 any other time worked during the day, shall be paid at the regular rate of pay with a minimum guarantee of two (2) 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 eight (8) hours.

If call-out work is performed prior to the start of the regular work shift and continues into the regular work 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. Additional hours worked during the work day shall then be compensated for at the time and one-half rate.

3. 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 the rate of two and one-half (2 ½) times his base wage, plus his holiday pay (see holiday section).

4. Employees required to appear on behalf of the City in courts of law when not on regularly scheduled time (duty), shall receive a minimum of three (3) hours of "Court Time". This time shall be paid at a time and one-half rate.

Employees who are required to appear in courts of law, shall contact the Court to confirm that their appearance is still required. If appearance is not required, then the employee shall not receive the minimum three (3) hours "Court Time". If the employee fails to contact the Court prior to a scheduled appearance and the appearance is no longer required, then the employee shall not receive the "Court Time".

5. 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 the rate of one and one-half (1 ½) times the number of hours worked (also to reflect minimum three (3) hours call out situations). All compensatory time off will be subject to scheduling approval of the immediate supervisor. In all cases, no employee can accumulate a balance greater than 80 hours of compensatory. Employees may elect to cash out up to 80 hours of compensatory time during the first full pay period in December. This cash out of compensatory time will be paid in a separate check. Notification of an employee's election to cash out any compensatory time must be made prior to November 10th. All compensatory time shall be paid on termination of employment, retirement, or death of an employee.

ARTICLE 15
LONGEVITY PAY

1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity pay plan is established. Annual longevity payments shall be made during the first half of the month of December of each year in accordance with the longevity plan hereinafter set forth to all regular employees who shall have completed at least five years of continuous service, and who shall be in the employ of the City as of November 30 of the year in which the longevity payment is 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:

1) 2% of basic annual salary after 5 years of service.

2) 2 1/2% of basic annual salary after 10 years of service.

3) 3% of basic annual salary after 15 years of service.

4) 4% of basic annual salary after 20 years of service.

5) 5% of basic annual salary after 25 years of service.

2. Employees who retire under normal or disability retirement programs of the City during any year in which longevity payments shall be made under this plan 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 rated longevity payment for that year based on the number of full months of employment from December 1 to the date of the employee's retirement. Such longevity shall be computed on the basis of the employee's basic salary at the time of retirement or as of June 30 of the year in which the longevity payment is made, whichever is less. Such payment shall be made at the same time as other longevity payments are made or at the date of retirement.

3. 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 service shall receive a gift with a special inscription as recognition of many years of service.

ARTICLE 16
TEMPORARY SUPERVISOR PAY

Employees temporarily assigned the duties and responsibilities of their supervisor, unless such duties are a part of their job, shall receive the base wage of the Sergeant, Step 5 classification for the time they are performing in this capacity. Police personnel shall receive the Temporary Supervisory Pay only when the temporary assignment equals or exceeds one hour. A record of all hours worked by the employee in this capacity will be kept and accounted for by the department head.

The Temporary Supervisory Pay will be paid bi-weekly with the employee's regular pay.

ARTICLE 17
EDUCATIONAL BONUS

Sworn personnel in the Police Department shall be paid an annual bonus added to the annual wage upon receipt of AT LEAST an Associate Degree in Police Science or Criminal Justice. The bonus will be $1800.00 for a Police Officer and will be paid in equal amounts each pay period throughout the year. An officer with a bachelor's degree in a field other than Police Science or Criminal Justice will be paid one-half of the above bonus in equal amounts each pay period throughout the year.

All educational bonuses shall begin the first full pay period following the effective date of the degree. No bonus will be paid until proper proof of completion of the program has been presented to the office of the Human Resource Manager. Educational bonuses shall not be used in calculation of longevity pay, but will be calculated in overtime and holiday pay.

ARTICLE 18
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 employee 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 (2 wks/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 (5 wks/yr)

2. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled providing the employee has given the City a two-week notice of his resignation; however, the City Manager may waive the two-week notice.

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 vacation up to forty (40) hours. This conversion will be at the rate of one sick leave hour for one vacation hour.

Police - 1440

5. When an employee 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 40.

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

ARTICLE 19
HOLIDAYS

The following days are full holidays with pay for all regular employees in the City service:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Floating Holiday*
Thanksgiving Day
Christmas Eve Day
Christmas Day

* Police shift workers, including Crime Prevention Officer, Juvenile Officer, and DARE Officer, may not take a (floating holiday) day off from duty; they will, however, receive the floating holiday pay in the first full pay period during the month of November. Any new employee shall be eligible for the floating holiday only if they start work prior to Veteran's Day.

In the event that a holiday falls on a Saturday or Sunday, holiday overtime will be paid for the actual holiday rather than the designated day. Overtime worked on the designated day will be paid at the rate of time and one-half the employee's base wage.

Shift employees in the Police Department will be paid their base wage plus one day's wage for all holidays granted in the first paragraph of this Article, whether they work the holiday or not.

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

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 20
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 earned on the 1st 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 business days earned in a calendar pay year cannot be carried to the next calendar pay year.

3. All new employees must serve six months of continuous employment with the City before they are eligible to use Personal Leave time.

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

ARTICLE 21
SICK LEAVE

1. Regular 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 respective employee.

Basic Work Week of the Employee (hours)	Sick Leave to Which the Employee is Entitled for Each Complete Bi-weekly Pay Period
40	5.54 hours

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. Sick leave is used up by deducting the number of hours or parts of hours which the employee 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, step-mother, step-father, step-son, step-daughter, step-sister, step-brother, grandchildren, grandparents, grandparents-in-law, aunts, uncles, aunts-in law, uncles-in law, 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 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 is possible.

3. The Chief or his designate 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. However, an employee shall be required to submit documentation for leaves of five or more consecutive work days. Return to work documentation shall also be required.

4. Any employee covered by this Agreement, who retires after ten years of continuous service with the City of Sidney, or who retires on a work related disability as determined by the Police and Fire Pension System, shall be entitled to payment for unused sick leave of 30% of his total sick leave accumulation

provided they are then eligible for retirement benefits as determined by the Police and Fire Pension System.

5. Upon termination of employment other than retirement, an employee who has at least twenty years of continuous service with the City of Sidney and at least twenty-five years of service credit toward retirement 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 it is determined that absence from work will be necessary. In all cases, this notification shall be received no later than 30 minutes before the employee was to have reported to work.

7. Employees who do not use more than eight hours of sick leave in a given pay year shall be paid a bonus equivalent to eight 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.

ARTICLE 22
MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE

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

2. The amount of life insurance for all employees shall be $50,000.00 with accidental death and dismemberment coverage.

3. The City will provide at no cost to the employee, 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 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.

5. Only regular and probationary employees are included in the coverage of either of the three plans.

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

7. 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 23
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. 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."

4. 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 period and the City may fill his or her position. Employees on disability separation shall be entitled to sick leave pay as long as they have unused sick leave to their credit.

5. Reinstatement rights. An employee given a disability separation shall have the right to reinstatement within four (4) years after having been given a disability separation to a position in the classification the employee held at the 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.

6. Request for reinstatement. Any request for reinstatement following a disability separation must not be later than four (4) years following a disability separation. The request must be in writing.

7. Medical examination. The employee 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.

ARTICLE 24
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 may meet semi-annually to 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 each 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 25
PROBATIONARY PERIODS

Section 1. All probationary periods shall be for a period of 251 days worked. All probationary periods for newly promoted employees shall be for a period of 126 days worked. A day worked shall be a day in which the employee works a minimum of 8 hours.

Section 2. Every newly hired employee will be required to successfully complete the probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City. A newly hired probationary employee may be terminated any time during their probationary period without recourse to the grievance or arbitration procedure or the Sidney Civil Service Commission.

Section 3. A newly promoted employee will be required to successfully complete a probationary period in their newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to their former classification any time during their probationary period without recourse to the grievance procedure or the Sidney Civil Service Commission.

Section 4. Residency in Shelby County or adjacent county is required within 12 months of hire.

> If the Shelby County Court of Common Pleas, the 3rd District Court of Appeals, or Supreme Court of Ohio holds that City of Sidney Charter Section 6-6 is preempted by RC 9.481, then the City shall suspend the application of City of Sidney Charter Section 6-6 pending the determination of any appeal from such a decision. During the pendency of any appeal, all employees shall be required, pursuant to RC 9.481, to reside within Shelby County or an adjacent county as a condition of employment.
>
> If the 3rd District Court of Appeals or the Supreme Court of Ohio holds that RC 9.841 does not preempt the application of City of Sidney charter Section 6-6, the City shall reinstate the application of City of Sidney Charter Section 6-6. Any employee who moved to an adjacent county during any suspension of City of Sidney Charter Section 6-6 shall become residents of Shelby County if they again change their residence.

Section 5. Employees, who resign from employment with the City with less than five (5) years of continuous service from the initial date of hiring and are employed by another law enforcement agency, shall reimburse the City for all costs associated with the training of said employee.

ARTICLE 26
CORRECTIVE ACTION

Section 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.

Section 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 Union representative at the conference, the employee shall notify the Union 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.

Section 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, and 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.

Section 4 - Employees may inspect his or her personnel file maintained by the Employer by appointment. An employee is entitled to have a representative of his or her choice present during such inspection.
If an unfavorable statement or notation is in the file the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material shall be included in the personnel file.
Disciplinary records shall cease to have force and effect according to the following schedule:
Oral or written reprimand – one year
Suspension of less than 40 hours – two years
Suspension of 40 hours or more – three years

ARTICLE 27
BULLETIN BOARDS

1. The City shall provide bulletin board space on a bulletin board for use by the employees in the bargaining units. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units.

2. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the Bargaining Unit Associate. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval.

a. Union recreational and social affairs;
b. Notice of Union meetings;
c. Union appointments;
d. Notice of Union elections;
e. Results of Union elections;
f. Reports of non-political standing committees and independent non-political arms of the Union; and
g. Non-political publications, rulings or policies of the Union.

All other notices of any kind not covered in (a) through (g) above must receive prior approval of the City. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

a. Personal attacks upon any other member or any other employee;
b. Scandalous, scurrilous or derogatory attacks upon the administration; and
c. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

3. No Union-related materials of any kind may be posted anywhere in the City's facilities or on the City's equipment, except on the bulletin board designated for use by the Union.

ARTICLE 28
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. 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.

ARTICLE 29
LAYOFF AND RECALL

1. 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 representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

2. Layoffs in the bargaining unit shall be based upon the length of uninterrupted continuous service with the City, with the least senior employee being laid off first. An employee bumping into the bargaining unit shall be paid at the appropriate rate of pay for that position. Part-time employees will be laid off before any full-time employees.

3. Employees with less than five (5) years of continuous service and who are laid off shall be placed on a recall list for a period of one (1) year. Employees with five (5) years or more of continuous service and who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff. A recalled employee shall have five (5) calendar days following receipt of a registered mail notice of recall to notify the City of their intention to return to work, and shall have ten (10) calendar days from the date of mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 30
OTHER BENEFITS

1. Coffee Breaks/Rest Periods. All regular full-time employees are permitted two fifteen (15) minute breaks each day. These breaks are to be taken at times 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 any 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 the excuse of these individuals, and will need their cooperation to do so.

3. Military Leave. Any employee who is a member of the National Guard or of the Military or Naval Forces of the United States, and is required to undergo field training therein or is called to active military duty shall be granted a leave of absence with pay for the period of such field training or active duty. This 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 in any calendar year. An employee on one continuous leave of absence that extends into a subsequent calendar year or years will receive pay only for one period of twenty-two work days or 176 hours, not for each year of the same leave. In the case of military leave, paid leaves shall mean the difference between the employee's regular salary and all governmental money received for such military leave, excluding any transportation reimbursement received.

4. Educational Support. The City will support the pursuit of secondary education by members of the bargaining unit by reimbursing members for expenses they incur for books, tuition, and laboratory fees associated with attendance of classes at an accredited institution, in pursuit of a law enforcement/criminal justice degree. In order to qualify for reimbursement, the employee must achieve passing grades in

the particular classes. All reimbursed training must be conducted within the context of an approved departmental training budget. The City agrees to appropriate a minimum amount of $1,500.00 for these expenses to be allocated between the Police Officers and the Police Supervisors on the basis of need. Persons interested in pursuing secondary education opportunities should make their wishes known to the Police Chief by September of each year so that the request can be included within the Department training budget request for the following year. Any employee who resigns from the City within five (5) years after receiving their degree with financial assistance supplied by the City and are employed by another law enforcement agency, shall reimburse to the City the full cost associated with receiving that degree.

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 reimbursement for mileage will be made in accordance with Chapter 1812 of the Rules and Regulations or the direction of the Finance Officer.

6. Pension Pickup. The City shall provide a Pension Pickup program by the salary reduction method, deducting the employee contribution from the gross salary each year.

7. 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.

The amount of two thousand five hundred dollars ($2,500.00) per year shall be applied toward the cost of purchase of fitness equipment that would be installed into or used to maintain the equipment already in the Police Department. The $2,500.00 for the bargaining unit covered by this Agreement can be combined with the $2,500.00 for the supervisors' unit for a total of five thousand dollars ($5,000.00) per year. Any money not used in a year shall be carried over for use in future years. A committee composed of the Police Chief, Captain and two members of the bargaining unit shall make decisions on the type of equipment that would be purchased for the fitness room, taking into consideration the amount of money available, the size of the fitness room, the equipment already available, and the type of equipment requested. The committee will meet at least once per year, sometime in June or July to discuss how to spend the money in this fund pursuant to this section. In the event of a tie vote in the Committee, the City Manager shall cast the deciding vote. The equipment purchased shall become the property of the

City.

8. Badge and Weapon.

A. A retiring officer will be presented with his service badge.

B. A retiring officer will be presented with his service weapon subject to the retiree's ability to possess a firearm pursuant to law, provided that:

(1) The employee is retiring in good standing. (Retiring in lieu of job termination is not good standing.)

(2) The employee executes an agreement, on a form to be provided by the City, indemnifying the City from any liability claim which might arise from the employee's future use of the firearm.

(3) The employee executes an agreement, on a form to be provided by the City, not to sell the firearm.

9. Uniforms. The City agrees to budget the following amounts for each member of the collective bargaining unit each fiscal year to replace worn or new articles of uniform clothing, leather goods, running shoes, and other related items. The City will provide dry cleaning for uniforms (including clothing necessary for plainclothes duty).

2015–	Uniformed Officer	$655
	Plainclothes	$875
2016 –	Uniformed Officer	$655
	Plainclothes	$875
2017 –	Uniformed Officer	$655
	Plainclothes	$875

All items purchased must meet the prior approval of the Chief of Police, or the Police Captain, or their designated Officer in charge of uniform/equipment purchase.

ARTICLE 31
PROMOTIONS

To be eligible to take the Police Sergeant's promotional examination an officer must have a minimum of five years continuous service as a Police Officer with the Sidney Police Department as of the date of the examination. No promotional examination shall be held unless at least two candidates are eligible and willing to take the examination. If less than two officers meeting the five year requirement are eligible or willing to take the promotional examination, then the time in service requirement shall be reduced to three continuous years. If less than two officers meeting the three year requirement are eligible or willing to take the promotional examination, then the time in service requirement shall be reduced to one continuous year. If less than two officers meeting the one year requirement are eligible or willing to take the promotional examination, then the time in service requirement shall be waived. If less than two officers are still not eligible or willing to take the promotional examination, then the promotional examination shall be opened outside the department.

Promotional examinations for the position of Police Sergeant shall consist of a written examination and an Internal Review Board. A passing score on the written examination shall be 70%. An officer must achieve at least a passing score on the written examination to be eligible for seniority credit. Credit for seniority shall equal ½ point for each full year of service as an officer with the Sidney Police Department as of the date of the written examination, not to exceed ten points.

One full set of reading materials shall be available for each three officers taking the written examination. All reading materials shall be made available at least 30 days prior to the date of the written examination.

The top six candidates passing the written examination, including seniority credit, shall move on to the Internal Review Board. The written examination shall account for 70% of the total promotional score.

The Internal Review Board shall consist of the Police Chief, a Police Captain, and three members of the Police Supervisors Bargaining Unit. The City and the Supervisors Bargaining Unit shall meet to determine the membership of the Internal Review Board and such members shall be determined prior to the date of the written examination. The Internal Review Board shall account for 30% of the total promotional score.

In the event two or more candidates receive the same grade, seniority as an officer with the Sidney Police Department shall determine the order of their names. Promotional eligibility lists shall continue for two years, so long as any name remains on the list as eligible for promotion.

Whenever a vacancy occurs in the position above the rank of patrolman and there is no promotional list the Civil Service Commission shall within 90 days of such vacancy hold a competitive promotional examination.

After a promotional examination has been held, and prior to the grading of such examination papers, each person who took the promotional exam shall have a period of five (5) days, exclusive of Saturdays, Sundays and holidays to inspect the questions that were on the promotional examination that they took and to file any protest to the question(s) he or she deems advisable. Any protests of the examination questions shall be in writing. All protests concerning the examination questions shall be determined by the testing company. The decision of the testing company shall be final.

ARTICLE 32
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 it's 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 City buildings, City property, or City vehicles, except as necessary for the performance of their duties as authorized by the Chief of Police or his designee on a case-by-case basis. Legal possession of alcohol in a private vehicle shall not constitute a violation of this policy.

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.

An officer who is prescribed medication by a physician shall consult with the physician

or pharmacist regarding the effects of the drug. If the drug precludes the officer from performing his normal job functions he shall bring this to the attention of his supervisor.

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 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. Any supervisor may order a drug/alcohol test when he or she has reasonable suspicion that an employee's 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. Any supervisor 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 employee shall be advised of circumstances surrounding the order to test.

5. When a supervisor 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 a supervisor 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 may be transported to the designated testing facility by a supervisor.

3. The employee may request that a Union employee of his/her choice be present for the transportation and test, provided said individual is reasonably available. The use of said Union employee 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, a testing facility employee may be present 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 is the Sidney Police Department. Alternate testing facilities include Wilson Memorial Hospital Occupational Health, the Emergency Department at Wilson Memorial Hospital or any licensed agency.

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 retested 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 retesting 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 retesting 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.

MEMORANDUM OF UNDERSTANDING

Police Canine Care

This agreement amends City of Sidney and Sidney Police Department policies and procedures and the Collective Bargaining Agreement between the City of Sidney ("City") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union"). The parties agree that canine patrol officer(s) spend no more than 0.5 hours each day, outside of regular police duty, in canine-care duties that are necessary and integral to the officer's law enforcement duties and necessarily and primarily for the benefit of the City ("canine-care time"). Canine-care time will be compensated at minimum wage as set by the State of Ohio or Federal government whichever is higher. Only canine-care time that qualifies as overtime under the FLSA will be compensated at one and one half times this hourly rate. Overtime will be measured over the course of the officers' 28-day work period. Canine-care time shall not be paid on days where the officer performs no canine care, such as when a canine has been left at the kennel while the officer is on vacation or other leave. The parties further agree that any time outside of regular police duty that the officers spend attending to the canine beyond 0.5 hours each day is primarily for the benefit of the individual officer and is not work required or suffered by the City.
This agreement is effective _____, 2012

_____	_____
Date	(City Official) (Title)
_____	_____
Date	(Union Official) (Title)
_____	_____
Date	(Canine Patrol Officer) (Title)

ARTICLE 33
DURATION

This Agreement shall be in effect from July 1, 2015 through June 30, 2018. Negotiations for a successor agreement shall commence 90 days before that date. The Union shall then promptly present to the City its proposals, and shall meet promptly in an attempt to conclude all negotiations within the next 45 days.

Signed at Sidney, Ohio, this 30 day of November, 2015.

For the F.O.P., Ohio Labor Council, Inc.

Barry Gray, Staff Representative

Aaron Wesbecher, Team Member, Patrol Unit

Jack Baker, Team Member, Patrol Unit

Chris Burmeister, Team Member, Patrol Unit

For the City of Sidney:

Mark S. Cundiff, City Manager