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AGREEMENT BETWEEN
CITY OF SANDUSKY, OHIO
AND
FRATERNAL ORDER
OF POLICE
OHIO LABOR COUNCIL, INC.

EFFECTIVE
JANUARY 1, 2016 THROUGH
DECEMBER 31, 2018

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**ARTICLE 1
PURPOSE**

This Agreement is hereby entered into by and between the City of Sandusky, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P."

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

1.1 To recognize the legitimate interests of employees and the Employer to participate through collective bargaining in the determination of the terms and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined herein.

1.2 To promote fair and reasonable working conditions.

1.3 To promote individual efficiency and service to the citizens of Sandusky, Ohio and to attract and retain qualified employees by providing those benefits compatible with financial resources of the Employer.

1.4 To avoid interruption or interference with the efficient operation of the Employer's business.

1.5 To provide a basis for peaceful and equitable adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 2
RECOGNITION**

2.1 The Employer hereby recognizes the F.O.P. as the sole and exclusive representative for those employees of the Police Department within the bargaining units as set forth below which shall be deemed to include those individuals employed full time in and holding job classifications, or performing the activities of job descriptions equivalent to those job classifications.

Bargaining Unit A

Sergeants and above and excluding the Chief of Police, Assistant Chief, Patrol Officers, all other employees.

Bargaining Unit B

Patrol Officers and excluding the Chief of Police, Assistant Chief, Sergeants and above, and all other employees.

2.2 All positions and classifications not established herein as being including in a specific bargaining unit shall be excluded from a specific bargaining unit.

2.3 It is understood that this Agreement is a multiple unit agreement entered into voluntarily by parties pursuant to Chapter 4117 of the Ohio Revised Code and unless delineated specifically by clause, all provisions of this Agreement apply equally to all units.

**ARTICLE 3
F.O.P. SECURITY**

3.1 The Employer and the F.O.P. agree that membership in the F.O.P. is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within a bargaining unit. The Employer and the F.O.P. agree that new employees shall become members of the bargaining unit upon their first day of employment with the City of Sandusky for all purposes except for

the grievance, arbitration, or appeal of a termination during their probationary period as set forth in Section 35.3 herein of this contract. However, nothing in this Agreement shall require any employee to become a member of the F.O.P.

3.2 The Employer agrees to deduct regular F.O.P. membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed Payroll Deduction Form (See Appendix A) must be presented to the Employer by the employee. Upon the receipt of the proper authorization, the Employer will request the Finance Director to deduct dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer, and in which F.O.P. dues are deducted.

3.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of dues, and the F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to the Article. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

3.4 The Employer shall be relieved from making such individual "check-off" deductions upon (a) terminations of the employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocations of the "check-off" authorization in accordance with its terms or with applicable law.

3.5 The Employer shall not be obligated to make deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

3.6 It is agreed that neither the employees nor the F.O.P. 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 sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P. dues deduction will normally be made, by deducting the proper amount, if the deductions does not exceed a total of two (2) months regular dues, from the pay of any F.O.P. member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

3.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P. within thirty (30) days of signing this Agreement and during January for each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction.

3.8 The Employer agrees to supply the F.O.P. with a list of those employees whom dues deductions have been made.

3.9 All dues deductions, at the Employer's option, upon written notice by certified mail to the F.O.P., may be cancelled upon the termination date of this Agreement. All dues deductions for any month in which F.O.P. members engage in a strike as defined in Section 4117.01, Par. (H), Ohio Revised Code, may be cancelled at the Employer's option upon notice to the F.O.P.

3.10 Fair Share Fee Clauses.

A. Each Employee in the unit covered by this Agreement who is not a member of the F.O.P. within thirty (30) days of completing his/her initial probationary period, shall be required as a condition of employment to pay to the F.O.P. a Fair Share Fee to cover the employee's pro rata share of: (1) the direct costs incurred by the F.O.P. in negotiating and administering this Agreement; and (2) the F.O.P.'s expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement.

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B. Prior to the effective date of this Agreement and the Anniversary date of each succeeding year for the term of this Agreement, the F.O.P. shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the Fees of non-members during the preceding year. The amount of the Fair Share Fees required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the F.O.P., less each non-member's proportionate share of the amount of the F.O.P.'s dues and fees spent on activities not chargeable to such fees in the prior year.

C. In the event that any employee who is required to pay a Fair Share Fee to the F.O.P. objects to the propriety of the F.O.P.'s use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the F.O.P.'s internal rebate procedure and determination by the State Employment Relations Board, pursuant to the provisions of Section 4116.09 (C) of the Ohio Revised Code.

D. The F.O.P. agrees to indemnify and hold the City of Sandusky, its agents and representative harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Section of this Agreement.

3.11 Any dues, fees, or assessments collected by the Employer as a part of this Agreement shall be transmitted once each month to the F.O.P. Ohio Labor Council, Inc. at 222 E. Town Street, Columbus, Ohio 43215-4611.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.1 The F.O.P. shall recognize the right and authority of the Employer to administer the business of the City and in addition to other functions and responsibilities which are required by law, the F.O.P. shall recognize that the Employer has and will retain the right and responsibility to direct the operations of the City, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;

B. To manage and determine the locations, type and number of physical facilities, equipment, programs, and the work to be performed;

C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;

E. To determine the hours of work, work schedule, and to establish the necessary work rules for all employees;

F. To determine when a job vacancy exists, the duties to be included in all job classifications, the standards of quality and performance to be maintained;

G. To maintain the security of the records and other pertinent information;

H. To determine and implement necessary actions in emergency situations within the employee's job classification.

4.2 The F.O.P. recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreement shall remain the function of the Employer.

**ARTICLE 5
NO STRIKE/NO LOCKOUT**

5.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the F.O.P. recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Sandusky. THEREFORE:

A. The F.O.P. agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other concerted action, interruption of operation or services of the Employer by its members or other employees of the Employer. When the Employer notifies the F.O.P. that any of its members are engaged in any strike as outlined above, the F.O.P. shall immediately, conspicuously post notice over the signature of an authorized representative of the F.O.P. to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the F.O.P. as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate on or promote such action shall be subject to appeal.

B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the F.O.P. unless those members shall have violated Section A of this Agreement.

**ARTICLE 6
F.O.P. REPRESENTATION**

6.1 The F.O.P. Union Representative or his/her designee shall collectively be allowed a maximum of twelve (12) days per year, i.e. ninety-six (96) hours (total 96 hours for both bargaining units), of time off with pay to perform F.O.P. business as defined hereunder:

A. Representation of a bargaining unit member at any step of the grievance procedure.

B. Accompany a bargaining unit member at a pre-disciplinary conference, upon request of the employee.

C. Attendance at meetings between the F.O.P. and the Employer where their attendance is required, including thirty (30) minutes prior to scheduled collective bargaining meetings and collective bargaining meeting which cannot reasonably be scheduled on off duty hours.

D. Attendance at F.O.P. or F.O.P. Ohio Labor Council conferences or labor relations seminars but not to exceed sixteen (16) of the aforementioned F.O.P. business hours.

6.2 The F.O.P. Union Representative or his/her designee shall perform such F.O.P. business with proper regard for the operational needs of the Employer. The F.O.P. Union Representative or designee shall complete an F.O.P. Business Register (Appendix B) prior to leaving on F.O.P. business. The aforementioned form shall be obtained from and returned to the appropriate supervisor on duty. The duty supervisor shall deny the use of F.O.P. time in the event the use of such time would reduce manpower below normal standards for the time period involved. Further, the duty supervisor shall cancel the use of such time and recall the person(s) to duty should the ongoing work situation demand. Under no circumstances shall the Employer incur additional costs due to the use of time granted in this Article.

6.3 Time spent on F.O.P. business shall be compensated at the applicable straight time rate of pay and there shall be no overtime compensation for time spent on F.O.P. business which extends beyond the employee's regularly scheduled work day, or work week.

**ARTICLE 7
NON-DISCRIMINATION**

7.1 The Employer and the F.O.P. agree not to discriminate against any employee(s) on the basis of race, color, creed, religion, national origin, age, sex, and involvement or non-involvement in the F.O.P.

**ARTICLE 8
GRIEVANCE/DISCIPLINE PROCEDURE**

8.1 Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of the Ohio Labor Council at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

8.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by City Charter, or by the provisions of the United States or Ohio Constitutions.

8.3 Where a matter is of nature that qualifies for appeal under the Ohio Civil Rights commission, or the Equal Employment Opportunity Commission, the affected employee shall appeal through that body in accordance with the rules for that body.

8.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member shall file a class action grievance on behalf of all affected members. Such a grievance shall identify the names of all affected members of the class action.

The F.O.P. may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For the purpose of counting time under this procedure, "working days" as used in the procedure will not include Saturdays, Sundays, holidays, scheduled days off or paid leaves.

All written grievances must contain the following information to be considered:

- (1) Aggrieved employee's name and signature
- (2) Aggrieved employee's classification
- (3) Date grievance was first discussed
- (4) Date grievance was filed in writing
- (5) Name of supervisor with whom grievance was discussed
- (6) Date and time grievance occurred
- (7) Where grievance occurred
- (8) Description of incident giving rise to the grievance
- (9) Articles and Sections of Agreement violated
- (10) Resolutions requested

8.5 The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration.

STEP ONE - Informal Step: A grievance must be processed at the time of an alleged incident, through an oral discussion between the aggrieved employee and his/her immediate supervisor as a preliminary step prior to pursuing the formal steps of the grievance procedure. There shall be no F.O.P. representative at this informal step. The immediate supervisor shall provide a verbal answer to the grievant within three (3) working days.

STEP TWO - Immediate Supervisor: If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step Two (2) of this procedure. The grievant will present the alleged grievance, in writing, within three (3) working days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix C). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within three (3) working days following the day on which the immediate supervisor was presented the written grievance.

STEP THREE - Chief of Police: If the employee and the Immediate Supervisor are unable to resolve the grievance at Step Two (2), the employee may process the grievance to Step Three (3) of the grievance procedure. The grievant must present the alleged grievance to the Chief of Police within three (3) working days following the reply at Step Two (2). It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within three (3) working days following the day on which the Chief was presented the grievance.

STEP FOUR - City Manager or Designee: The employee may process the grievance with the City Manager or his/her designee within three (3) working days after receiving the Step Three (3) reply. The City Manager or his/her designee shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within seven (7) working days, following the meeting. Grievances involving termination or suspensions of more than three (3) days shall be filed directly at Step 4 within fifteen (15) days of the discipline.

STEP FIVE - Arbitration: If the grievance is not satisfactorily resolved at Step Four (4), it may be submitted to Arbitration upon request of the F.O.P. in accordance with this Section of this Article.

The F.O.P., based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the F.O.P. to request arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the date final action was taken on such grievance under Step Four (4) in the grievance procedure and any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

A. If the grievance remains unresolved the Labor Council may, within ten (10) working days appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) working days of the receipt of notice to arbitrate the grievance the City and the F.O.P. shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of arbitrators the F.O.P. and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. Each party may reject the list of arbitrators once during each grievance submitted to arbitration.

B. The Arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this Agreement. The question of arbitrating a grievance may be raised by either party before the arbitration hearing. The Arbitrator will have the authority to decide whether the dispute is eligible for arbitration. The Arbitrator shall reduce his/her decision to writing and state the reason(s) for the decision. All decisions of the Arbitrator are final and binding.

C. All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which request the reporter. All other costs shall be borne equally.



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8.6 When an employee covered by this Agreement represents himself as a grievant, no settlement shall be in conflict with any provisions of this Agreement and a F.O.P. Steward shall accompany him in Step Two (2) through Step Four (4) of this procedure.

8.7 The F.O.P. shall have the responsibility for duplication, distribution, and their own accounting of the grievance forms.

8.8 The Parties agree that the terms and conditions of this Agreement are binding both by the Employer and the F.O.P.

8.9 The employer may take disciplinary action against any employee in the bargaining unit only for just cause. The City agrees to follow a system of progressive discipline as follows:

- A. Formal Counseling
- B. Written Reprimand
- C. Suspension
- D. Demotion or Removal

However, more severe discipline (or a combination of disciplinary actions) may be imposed at any point if the infraction or violation merits the more severe action.

8.10 Notwithstanding the provisions in Article 8.3 of this Agreement, arbitration shall be the sole remedy to resolve any and all disciplinary actions.

ARTICLE 9 PERSONNEL FILE

9.1 Any bargaining unit member shall have the right to inspect their personnel file, except material which may not be disclosed in accordance with Chapter 149.43 (Ohio Public Records Act) of the Ohio Revised Code, upon request during normal business hours, Monday through Friday (except holidays). The member has the right to provide written authorization, pursuant to Chapter 1347 of the Ohio Revised Code (Ohio's Privacy Act), for their bargaining agent representative to act for the member in requesting such access to the personnel file and in reviewing said file. The City shall request the name of anyone requesting access to a member's file and shall notify the member of the request and shall document each request for review.

9.2 There shall be only one (1) official personnel file for each employee which shall be maintained by the Chief of Police. Additional personnel files may be established and maintained provided that no material relating to conduct, discipline or job performance shall be maintained in any file that is not also maintained in the official file. A copy of all documents relating to conduct, discipline or job performance shall be given to the employee at the time of its placement.

9.3 If a bargaining unit member has reason to believe that there are inaccuracies in documents contained in their personnel file, the member may write a memorandum to the Chief of Police explaining the inaccuracy. If the Chief of Police or his/her designee concurs with the member's contentions, the Chief of Police or his/her designee may either remove the document or attach the member's memorandum to the document in the file and note thereon the Chief's or his/her designee's concurrence with the contents of the memorandum. If the Chief or his/her designee does not concur, he/she will attach the member's memorandum to the document.

9.4 Any member, or a representative granted permission in writing by the member, may obtain a copy of material contained in his/her personnel file except the material excluded in Section 9.1 of this Agreement, without cost.

9.5 Records of written reprimands and records of suspension shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. In order for a discipline to be

removed from personnel file (after two (2) years) an employee must request in writing for the record to be purged. Thereafter, the request will be reviewed pursuant to the City's record retention policy and Ohio State law. Any document removed from the personnel file shall be placed in a separate file.

9.6 The Chief of Police or his/her designee may retain private written notes to document an oral reprimand, but such notes shall not be placed in a member's personnel file or other official records of the City. Said records shall be maintained in a limited access file utilized only for administrative purposes such as response and defense to actions filed in any court or administrative agency by the employee or by a third party, but in any case shall not be utilized in relation to any decision regarding discipline, promotions or assignments.

9.7 In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto cannot be used against the bargaining unit employee in the future.

ARTICLE 10 INTERNAL INVESTIGATIONS

10.1 The parties recognize that the Employer has the right to expect a professional standard of conduct to be adhered to by all Police Personnel regardless of their rank or assignment. Since internal investigations may be undertaken to inquire into the complaints of misconduct by bargaining unit employees, the Employer reserves the right to conduct such investigations to uncover the facts in each case while protecting the rights and dignity of accused personnel. In the course of any internal investigation, all investigative methods employed will be consistent with Law.

10.2 Bargaining unit employees shall be informed of the basic facts of an incident prior to any questioning and whether the investigation is focused on the member for potential charges.

10.3 During an interview where disciplinary actions may be taken, the employee has the right to consult with the appropriate F.O.P. representative and/or an attorney before answering any questions.

10.4 Any interrogations, questioning, or interviewing of an employee will be conducted at hours reasonably related to his/her shift, preferably during his/her work hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

10.5 All interrogations and/or interviews of members conducted in conjunction with an investigation shall be tape-recorded by the City at the request of either party. The member may also tape record the meeting at the member's expense. If the employee's statement is reduced to writing, the employee shall be given a copy of said statement.

10.6 In those incidents where abuse or misconduct is alleged, the person who is the victim of such conduct must give a signed sworn statement of the facts, before any action can be taken.

10.7 No employee shall be disciplined solely based on an anonymous complaint. If an anonymous complaint is made, the City may conduct an initial inquiry to determine if an investigation is necessary. Should an investigation occur, it shall be conducted in accordance with this Article.

10.8 Any employee, who is charged with violating any Departmental Rules and Regulations, will be provided access to transcripts, records, lists, written statements and tapes pertinent to his/her case, for the purpose of defense. At least seventy-two (72) hours prior to a disciplinary conference, the employee and Union shall be provided with a written summary of the charges which includes the Departmental rules and regulations violated and a summary of the supporting information contained in any transcripts, records, written statements, video tapes, test results, and notice of the employee's right to union representation.

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10.9 The employee shall be informed of the nature of the investigation prior to any questioning. At any time an investigation concerning an employee wherein disciplinary action of record, suspension, reduction or removal will result, the employee will be notified when he/she is first questioned, that such a result is possible.

10.10 The City shall not use a polygraph machine or any other mechanical or electrical means to investigate the truth of a statement made by the employee. No employee shall be required to submit to such tests and no disciplinary actions shall be taken against an employee who refuses to permit such tests.

10.11 Chemical or blood tests may be administered to any employee to determine their fitness for duty, when there is probable cause to believe the employee may be unfit for duty.

10.12 The City shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises, or administrative pressures.

10.13 Should any internal investigation reveal reasonable belief that an employee participated in an event or was involved in a condition of sufficient consequence to the City, other employees, the employee being investigated, or to the public, the City shall immediately put the employee on administrative leave with pay until such investigation is complete. The employee will not lose any pay, fringe benefits or seniority as a result of administrative leave.

10.14 Any employee who has been under investigation shall be informed of the outcome of the case at the conclusion of the investigation, by the Chief or his/her designee. All investigations shall be completed within a reasonable amount of time, or no actions may be taken against the employee.

10.15 Whenever the Chief of Police or his designee determines that an employee may have committed an offense which could result, if proven, in the issuing of a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have his representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Prior to being questioned, the employee shall be given an opportunity to view any available video or audio concerning the incident that are available at the time of questioning.

ARTICLE 11 FALSE ARREST INSURANCE

11.1 The City will furnish and fully pay for errors and omissions (aka: False Arrest or Liability) insurance, with annual limits of liability of at least Five Hundred Thousand Dollars (\$500,000) for any one employee and at least One Million Dollars (\$1,000,000) for any one incident. The policy will be the same, or similar as possible, to that currently provided. If the same coverage cannot be obtained at the expiration of the present policy at approximately the same cost, then further coverage will be negotiated.

11.2 Said insurance will cover any member of the bargaining unit acting in the capacity of a police officer and/or under color of authority as a police officer while on duty, and while off duty providing said activity was approved in writing and/or scheduled by the Chief of Police or his/her designee or was a good Samaritan act.

All off-duty extra work (police work done off duty for third parties aka: moonlighting) shall be scheduled and approved by the Department. No other off-duty extra work shall be permitted.

The minimum off duty extra work rate of pay for all officers shall be Dollars (\$25.00) per hour or whatever rate set by mutual agreement. The City shall bill for such work and pay officers via additions to their regular payroll checks. Exceptions to the above will be:

A. Police work performed for non-profit, charitable, or at officer's request will be done on a voluntary gratis basis. Such work must still be approved by the Department.

B. Off-duty extra work performed for third-party employers, not using department uniforms or equipment, that enroll officers as employees and are of sufficient size as to provide full coverage (liability, workers' compensation) to officers while on their payroll. The outside employer will pay officers directly by their own payroll system and cover officers by their insurance (example: Cedar Point Police). Such arrangements shall be approved by the Department in advance of the actual work being performed.

ADMINISTRATIVE FEE CHARGED BY THE CITY

In order for an officer to receive thirty-two dollars (\$32.00) per hour for off-duty work that is paid as part of the City payroll, it will be necessary, under current circumstances, for the City to charge \$39.85. The additional \$7.85 is made up of the following current costs:

Pension	19.50%
Workers' Compensation	3.50%
Medicare	1.45%
Total % cost per hundred	24.45%

If the costs associated with pensions, Workers' Compensation, or Medicare should increase, it will be necessary for the City to increase the administrative fee to cover the additional cost.

**ARTICLE 12
UNIFORM ALLOWANCE**

12.1 The City will furnish and maintain all necessary safety equipment, and replace when worn out. Safety equipment shall include, but is not limited to, pistol or handgun, duty belt, duty gun holster, cuff case, case for extra rounds or magazines, flashlights, baton, and handcuffs, as such items have been approved by the Chief of Police. Any item required by the City shall be furnished at no cost to the employee.

12.2 The City will have on account each year, for each employee Seven Hundred Fifty Dollars (\$750.00) for uniform purchases, equipment and maintenance.

This account can be used for each employee to purchase up to four (4) winter shirts, four (4) summer shirts, four (4) pairs of Pants, one (1) winter protector coat, one (1) command jacket, four (4) turtleneck or mock turtleneck, one (1) uniform hat, one (1) tie, one (1) raincoat, one (1) rain cap cover, two (2) set of collar brass and buttons, one (1) pair of winter boots, one (1) pair of summer shoes, one (1) flashlight for duty belt (optional), one (1) outer carrier vest (optional), one (1) winter sweater (optional), one (1) pair of duty gloves, one (1) pair of sun glasses and any other equipment approved by the Chief of Police.

Each employee will be permitted to use their uniform allowance to purchase one (1) duty knife and one (1) handgun/patrol rifle with their uniform allowance during their employment with the City of Sandusky. This will not be permitted until the officer has a minimum of five (5) years fulltime, with the department. The equipment will belong to the employee. The knife/handgun/patrol rifle must be approved by the department before purchase.

Each employee will be permitted to use their uniform allowance to make a onetime purchase of an ASP, and two pairs of handcuffs during their employment with the City of Sandusky. The items must be approved by the Chief of Police.

The bargaining unit members that are not part of the patrol division, will be required to keep one patrol uniform on hand at all times. They will be permitted the same amount of uniform allowance (\$750), but will purchase their uniform of the day and then ask for reimbursement up to that amount of \$750.00 and/or purchase through the city.

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12.3 Uniforms and/or equipment damaged in the line of duty will be replaced by the City. Glasses and dentures clearly damaged in the line of duty, where there is no negligence on the part of the employee, will be repaired or replaced by the City. It is understood that these decisions will be made by management, but that such will not be unreasonably withheld.

12.4 The City shall provide each employee with all required uniform patches and badges as determined by management.

12.5 The City will provide a probationary employee with the following items: three (3) winter shirts, three (3) summer shirts, three (3) pairs of pants, one (1) winter protector coat, one (1) command jacket, one (1) cap, one (1) tie, one (1) raincoat, one (1) rain cap cover, and one (1) set of brass. The probationary employee will not be entitled to the use of the Quartermaster system during their first year of employment. The Class "A" uniform will be purchased upon initial hire.

12.6 The City will provide/replace a bullet resistant vest to all full-time officers. Any officer who is provided with a vest shall be required to utilize the vest as directed by the Chief of Police.

ARTICLE 13 LONGEVITY

13.1 Additional compensation for longevity shall be paid in accordance with the following schedule after completion of three (3) full years of continuous service to the City:

- \$25.00 per year for each year of continuous service from 1 - 5 years.
- \$35.00 per year for each year of continuous service from 6 - 11 years.
- \$50.00 per year for each year of continuous service from 12 - 17 years.
- \$65.00 per year for each year of continuous service for 18 or more years.

13.2 This compensation shall be paid as part of the employee's regular bi-weekly payroll effective in the first payroll of 2007.

ARTICLE 14 EDUCATIONAL PREMIUM

14.1 The following schedule shall be followed and shall be paid in each successive contract year: Each bargaining unit employee shall be entitled to additional compensation of two percent (2%) of the base pay for one (1) completed year and four percent (4%) of base pay for two (2) completed years of accredited college courses in law enforcement, police administration, police science, criminal justice or a related field of study approved by the Chief of Police and the City Manager. Forty-five (45) quarter hours of "C" average or above shall constitute a completed year, and such job related education may have been completed by such employee before employment by the City. Applications for such additional compensation shall be made to the City Manager, who shall determine whether or not the applicant qualified for such additional compensation and a manner in which it shall be paid.

14.2 All credit hours shall be at an accredited college or university and must be in the approved curriculum of study. For a course to count toward incentive pay, the student must earn at least a "C" grade. Police employees may take no more than six (6) credit hours or two (2) courses per quarter, whichever is higher. Approval of the Chief of Police and the City Manager is required for course loads above this limit.

14.3 Incentive pay shall be continued as an addition to the employee's base pay during the course of his/her employment with the Police Department of the City.

14.4 Incentive payments shall be paid in a separate check and not be included in the regular paycheck. The incentive shall be paid in a lump sum in the first pay period of November each year.

14.5 Should there be any question on the acceptability of a course, or the credit hour equivalent for courses taken on a semester basis as opposed to quarter basis, or similar matters, the Registrar of the accredited college or university at which the employee is enrolled in the course of study shall be consulted. If, upon review by the Chief of Police and the City Manager, the course of study is found to be equivalent, such course(s) shall be eligible for incentive pay.

14.6 Mileage shall be paid in accordance with City ordinance covering such travel pay and the terms therein. A sincere effort should be made by all employees to utilize available City cars and car pools.

14.7 In the event that an employee leaves employment with the City, for any reason other than full retirement, within 3 years of the date of the City's payment for initial training and certification as a police officer, the employee shall be required to reimburse the City for such cost upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is paid the employee shall reimburse the City for 100% of the costs incurred; within two (2) years 75%; within three (3) years 50%. This reimbursement schedule shall also apply to costs incurred for training, that is requested by a certified officer, or that involves training or education lasting more than two (2) days in duration. Reimbursable costs shall include tuition, books, educational materials and related lodging and per diem expenses.

**ARTICLE 15
HOLIDAYS**

15.1 Each employee shall be entitled to one hundred one hundred twelve (112) hours of holiday time as follows:

	Hours
New Year's	8
Martin Luther King Day	8
President's Day	8
Memorial Day	8
Independence Day	8
Labor Day	8
Columbus Day	8
Veteran's Day	8
Thanksgiving Day	8
Day after Thanksgiving	8
Christmas Day	8
New Year's Eve	4
Good Friday	4
Christmas Eve	4
Floating Holiday	8

15.2 These hours shall be taken at a time, which is mutually convenient to both the City and the employee. If an employee is unable to take such hours at a convenient time after a sincere effort, he/she may take the equivalent in pay at his/her regular hourly rate. Up to sixteen (16) hours for this time may be carried over to the next year.

15.3 Each employee who works the actual holiday, shall be further compensated with additional pay at their regular rate of pay equal to 1/2 the number of regular hours worked on the following seven (7) holidays:

Memorial Day	Day after Thanksgiving Day
Independence	Christmas Day
Labor Day	New Years' Day
Thanksgiving Day	

Each employee who is required to work on Christmas Eve shall be further compensated with four (4) hours of additional pay at their regular rate for a twelve (12) hour shift and two (2) hours of additional pay at their regular rate for an eight (8) hour shift.

**ARTICLE 16
VACATION**

16.1 Each employee shall be entitled to annual leave with full pay in accordance with the following schedule:

Employees who have completed one (1) through five (5) years of total service shall have 80 hours of vacation.

Employees who have completed six (6) through eleven (11) years of total service shall have 120 hours of vacation.

Employees who have completed twelve (12) through seventeen (17) years of total service shall have 160 hours of vacation.

Employees who have completed eighteen (18) or more years of total service shall have 200 hours of vacation.

Employees with twenty-five (25) years or more of total service credit as a law enforcement officer with the State of Ohio or any of its political subdivisions and who are at least forty-eight (48) years of age shall receive an additional forty (40) hours of vacation leave.

Years of total service credit shall be defined as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, years of total service credit shall include all service with the State of Ohio and/or any Ohio political subdivision.

16.2 Those employees eligible for two hundred (200) hours shall have the option to take forty (40) hours of leave in time off or in pay at his/her regular hourly rate.

16.3 With exception of those situations deemed to be of an emergency nature by the Chief of Police, an employee's vacation will start on the day following his/her regularly scheduled last day off, his/her Sunday.

16.4 This leave of absence shall not be cumulative beyond one (1) year's leave unless approved by the City Manager. When approved by the City Manager, the employee may take the equivalent of his/her leave in pay.

16.5 Vacation shall be taken in increments of one (1) or more hours.

16.6 Seniority, within the rank, shall serve as the vacation scheduling system.

**ARTICLE 17
SICK LEAVE**

17.1 Each bargaining unit employee shall be entitled to sick leave earned at the rate hereinafter set forth. Each employee may use sick leave, upon approval of the Police Chief, for absence due to illness, injury, exposure, to contagious disease, which could be communicated to other employees, and to illness or death in the employee's immediate family.

17.2 Unused sick leave shall be cumulative up to the limit hereinafter set forth. After two (2) consecutive days of sick leave, employees may be required to furnish satisfactory proof including a physician's certificate to the effect that absence resulted from one of the causes enumerated in this section.

17.3 Sick leave shall be earned at the rate of five (5) hours per pay period. Sick leave shall be debited by the hours used. There shall be no limit on the amount of sick leave an employee may accumulate.

17.4 At the time of retirement from active service with the City, an employee with ten (10) or more years of service with the City or with the State or any of its political subdivisions, is to be paid in cash for the value of his/her accrued but unused sick leave in accordance with the following schedule:

- Employees with less than 1000 hours of accrued but unused sick leave will receive 25% of the accumulated hours upon retirement.
- Employees with more than 1000 hours of accrued but unused sick leave but less than 1500 hours will receive 30% of the total accumulated hours upon retirement.
- Employees with more than 1500 hours of accrued but unused sick leave but less than 2200 hours will receive 35% of the total accumulated hours upon retirement.
- Employees with more than 2200 hours of accrued but unused sick leave will receive 45% of the total accumulated hours upon retirement.

Payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be made only once to any employee. Payment shall be at the employee's option. This program will replace all other existing sick leave reduction incentives in the contract.

17.5 When an employee dies while in the active service of the City, the same cash bonus shall be paid to his/her estate. (No length of service required in case of death.)

17.6 Leave Donation Program Members of the bargaining unit may donate sick leave to a fellow employee (union or non-union) within the police department who is otherwise eligible to accrue and use sick leave under the Personnel Policies or a current Labor Agreement. The intent of the leave donation program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to non-work related serious illness or injury of the employee.

A. A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive donated sick leave:

- (1) Has a serious illness or injury;
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

B. Members may donate sick leave if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight hours; and
- (3) Retains a sick leave balance of at least four hundred (400) hours.

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C. The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall be considered in active pay status and shall accrue leave (except holidays) and be entitled to any benefits to which they would otherwise be entitled. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Leave accrued by a member while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

D. Members who wish to donate sick leave shall certify on a form provided by the City:

- (1) The name of the employee for whom the donated sick leave is intended;
- (2) The number of hours to be donated;
- (3) That the donating member will have a minimum sick leave balance of four hundred (400) hours; and
- (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.

E. No member shall be forced to donate sick leave. The City or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the City shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

ARTICLE 18 FUNERAL LEAVE

18.1 An employee who must be absent from work due to a death in his/her immediate family in order to attend the funeral and other necessary matters occasioned by such death, shall be entitled to a leave of absence without loss of pay or sick leave as follows:

- A. Not more than the normal workweek as requested by the employee due to the death of a father, step-father, mother, step-mother, spouse, child, or step-child.
- B. Not more than three (3) work days as requested by the employee due to the death of a sister, brother, grandparent, mother or father-in-law, brother or sister-in-law, spouse's grandparents, son or daughter-in-law, grandchild, or step-grandchild.
- C. A maximum of the normal workweek if the funeral is held more than one hundred fifty (150) miles from Sandusky.
- D. Applications for funeral leave shall be made through the department's normal chain of command to the City Manager on forms prescribed by the City. The employee shall notify his/her or her supervisor as soon as he/she or she is aware of the need for funeral leave. The City Manager may require documentation and shall have discretion to verify the need for the same. Approval shall not be unreasonably withheld. In any event, the funeral leave shall be taken on contiguous days, of which one shall be the day of the funeral.
- E. Additional necessary days may be charged against sick leave when approved by the City Manager.

**ARTICLE 19
OVERTIME COMPENSATION**

19.1 A minimum of three (3) hours pay, at the applicable rate, shall be compensated to each employee for each court appearance. Judicial hearings, parades, and other duties required of the employee in excess of his/her regularly scheduled workday or work week, shall be three (3) hours pay, when called back and when such overtime is not "tacked" to his/her regular tour of duty. When performed during scheduled holidays, vacations, or the employee's last day off before returning to regularly scheduled work, his/her Sunday, the rate of pay shall be the "Sunday" rate of two (2) times the regular hourly rate of pay.

19.2 A bargaining unit employee subpoenaed and reporting for court duty on his/her day off or during his/her vacation, without having been notified prior to the close of the preceding business day that his/her presence is not required, shall be paid a maximum of three (3) hours premium pay.

19.3 An employee called for standby duty shall be paid three (3) hours regular pay.

19.4 The City reserves the right to require an employee to work the amount of time he/she is paid for reporting for court duty or standby.

19.5 An employee may request to be compensated with compensatory time off in lieu of payment for overtime worked. Compensatory time shall be scheduled by the employee with the supervisor at a mutually agreeable time, and shall be administered in accordance with City policies and procedures.

**ARTICLE 20
EMERGENCY CALLBACK**

20.1 Call-back overtime shall constitute that duty which is deemed necessary by the Chief of Police, or his/her authorized representative, which has not been previously scheduled due to its emergency nature and does not immediately precede or follow a regular tour of duty or scheduled overtime.

20.2 Minimum compensation for callback overtime shall be three (3) hours. Compensation shall be paid by the City at the rate of one and one-half times the regular hourly rate of pay, unless the duty is performed on an employee's scheduled holiday, vacation, or the employee's regularly scheduled second day off, his/her Sunday, in which case the rate shall be two (2) times the regular rate of pay.

20.3 When an employee is required to work more than four (4) hours of continuous "call-back" overtime, he/she shall be reimbursed for the cost for a meal as determined by the City Manager.

**ARTICLE 21
HEALTH INSURANCE**

21.1 Effective January 1, 2016, bargaining unit employees shall receive the same health insurance as provided in 2015.

Beginning in 2016, there shall be a City-wide health insurance committee to review coverage and make recommendations for benefits in the following calendar years. The FOP shall have one voting member on the committee. No later than November 15 of each year, the committee shall make a written recommendation to the City Manager for health insurance coverage for the following year.

Effective January 1, 2016, bargaining unit employees shall pay \$90/per period for family coverage and \$36/ per period for single coverage.

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Effective January 1, 2017, bargaining unit employees shall pay \$100/per period for family coverage and \$50/ per period for single coverage.

Effective January 1, 2018, bargaining unit employees shall pay \$110/per period for family coverage and \$60/ per period for single coverage.

For 2016, dental and Vision coverage will be provided on the same basis as non-bargaining unit employees of the City. In subsequent years dental and vision coverage shall be part of the committee process.

The plan will continue provide life insurance coverage equal to the employees base salary up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per year.

21.2 An employee will be eligible to receive health insurance benefits the day following completion of thirty (30) days of employment. To be a covered employee, the employee must be in active status as of the first working day of the month. For this purpose absence from work due to a health factor is treated as active status. If an employee returns to active pay status before the end of the month, the employer portion of the health insurance premium that was paid by the employee shall be refunded.

21.3 The health benefits for covered family and dependents of an employee who has been killed in the line of duty shall continue for a period of one (1) year from the date of death of the employee without premium contribution from the employee's family and/or dependents. Further the City shall pay the funeral expenses for the deceased officer at a cost not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00). The rate of pay for an employee killed in the line of duty shall be the rate of pay at the time of death but in no event shall the rate of pay be less than the Class A Officer rate for purposes of calculation of benefits.

ARTICLE 22 WAGES (See Appendix D)

22.1 Effective January 1, 2016 bargaining unit employees shall be paid in accordance with Appendix D.

Bargaining unit employed with the City on January 1, 2018 shall receive a one time, lump sum payment of \$500 to be paid no later than the third pay period in 2018.

The pay raises set forth in this contract shall be payable in and effective for the first payday of the designated year.

22.2 Four per-cent (4%) differential between the (Class A) Officer and the (Senior Patrol Officer) Officer who has completed ten (10) years of service.

A. There shall be thirteen percent (13%) rank pay differential between the following positions: Class A officer and Sergeant, Sergeant and Lieutenant and Lieutenant and Captain.

B. Starting pay for a new Officer will be as set forth in Appendix D (dependent upon whether officer has Ohio Peace Officer Certification or not). The base pay rate for Class A Officers, effective for the first payroll in 2016, will be adjusted as set forth in Appendix D.

The City reserves the right to increase the starting wage.

C. The City shall pick-up the employee's contribution to Police and Fireman's Disability and Pension Fund by effecting a uniform wage reduction equal to the amount of the Police and Fireman's Disability and Pension Fund contribution computed on the employee's tax liability on the amount of the Police and Fireman's Disability and Pension Fund contribution, and shall be implemented

so that the City incurs no additional cost. That is, in determining the cash wage payable to the employee, the amount of the tax deferred pick-up shall be deducted from negotiated wage which otherwise would be payable to the employee. Thus, the employee's compensation (cash wage paid plus deferred wage contribution to Police and Fireman's Disability and Pension Fund for the employee) shall equal the negotiated wage. Subject to any applicable changes in Federal and State income tax laws, the City shall treat an employee's "cash wage" as the gross amount of pay for a pay period for purposes of calculating and deducting Federal and State withholding taxes. The City and the F.O.P. shall take all steps necessary to lawfully implement this Agreement, including making application to the Police and Fireman's Disability and Pension Fund and making application to the Internal Revenue Service for a private letter ruling concerning the federal tax treatment of this pick-up plan.

D. No extra pay for working out of classification.

22.3 Officers who are assigned to work the afternoon shift on a non-emergency basis (as an example a shift that begins at 2:00 p.m. or later) shall be paid a shift differential of Ten Cents (\$.10) per hour and officers who are assigned to work the night shift on a non-emergency basis (for example a shift that begins at 10:00 p.m. or later) shall be paid a shift differential of Twenty Cents (\$.20) per hour. The amount shall be added to the officer's hourly wage and paid as part of the officer's bi-weekly payroll.

22.4 Members assigned to the detective bureau shall be paid an annual stipend of \$500.00 as on call pay. The stipend shall be paid in a lump sum in the 25th payroll of the year. An employee who has not been assigned to the detective bureau for the entire annual period shall be paid a pro rata share of the on call stipend.

ARTICLE 23 JOB RELATED DISABILITY LEAVE

23.1 Any employee unable to perform the substantial and material duties of his/her position of employment as a result of a job-related disability condition or injury shall be entitled to a leave of absence at his/her regular rate of pay for the duration of the period which he/she is medically certified as being unable to perform said duties up to a total period not to exceed twelve (12) months for each disability or for each series of related disabilities. During any such period of disability leave, the Employer, in addition to paying the employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as a part of the employment relationship between the Employer and the employee. During any such period of disability leave the employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

When reasonable cause exists, the City may require an examination of the employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the employee to return to work at any time from service injury leave status. If the employee's physician disagrees with the City's physician, the employee shall be examined by a third physician selected jointly by the Union and the City and the opinion of this physician shall be used to determine the employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

23.2 The Employer shall pay for the cost of all treatment when an employee is exposed to any contagious disease, provided the employee is not covered by hospitalization/medical insurance(s), or Workers' Compensation. It shall be the decision of a licensed physician if such treatment shall be needed. The employee shall have the decision if he/she wants to receive such treatment.

23.3 An employee injured off-duty may be assigned, and an employee injured on duty will be assigned, less strenuous duties when recommended and verified in writing by a licensed physician, dentist, or chiropractor due to mental or physical health, or disability for a period not to exceed sixty (60) days. An employee who becomes pregnant may be assigned, less strenuous duties when recommended and verified in writing by a physician for a period not to exceed sixty (60) days. Such assignments shall be based on the operational needs and requirements as determined by the Employer and within the Police Department. Said employee shall receive compensation and benefits, attached to his/her normal assigned position.

**ARTICLE 24
USE OF PART-TIME EMPLOYEES**

24.1 Part-time, seasonal, and/or reserves shall not be used to replace a bargaining unit member nor shall they be used to avoid overtime that normally would have been worked by a bargaining unit member.

24.2 In case of a layoff, all part-time, seasonal and reserves shall be laid off first.

24.3 There shall be no contracting out of bargaining unit work. Bargaining unit consists of Patrol Division, Detective Bureau and other related police duties.

**ARTICLE 25
PRESERVATION OF BENEFITS**

25.1 The parties agree that any benefits expressly provided to bargaining unit employees by Ordinance on the date of execution of this Agreement, which benefits have not been changed or addressed in the Agreement or omitted by the parties as a result of negotiations, shall remain in effect during the life of this Agreement.

**ARTICLE 26
SEVERABILITY**

26.1 This Agreement is subject to all applicable City Charters, Federal, and State laws, or final and non-appealable judicial administrative decisions interpreting them. In the event any provision of the Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, as noted above, it shall be of no further force and effect, but remainder of the Agreement shall remain in full force and effect.

**ARTICLE 27
WAIVER IN CASE OF EMERGENCY**

27.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City Manager, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the F.O.P.'s replies on grievances.
- B. All work rules and/or agreements and practices related to the assignment of all employees and per management rights clause.

27.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed. In no event shall any emergency be deemed to continue beyond thirty (30) days from its declaration and immediate re-implementation of this contract in its entirety shall occur.

**ARTICLE 28
DURATION OF AGREEMENT**

28.1 This Agreement shall be effective from January 1, 2016, and shall remain in full force and effect until December 31, 2018.

28.2 It is agreed all of the rights and obligations to bargain in good faith as set forth in section 4117 of the Ohio Revised Code shall rule the conduct of negotiations including final resolution procedures of the reopened Article.

28.3 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one-hundred fifty (150) calendar days prior to the expiration date, nor later than one-hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.

28.4 The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area collective bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the F.O.P., for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either of both parties at the time they negotiated or signed this Agreement.

28.5 This Agreement constitutes the entire Agreement between the parties, and all other agreements either written or oral are hereby cancelled.

ARTICLE 29 CONTRACT NEGOTIATIONS

29.1 In a manner consistent with the needs of the Employer, no more than six (6) employees shall be permitted to serve as members of the Union's contract negotiating team and shall not lose time or pay for negotiation sessions that fall within the regular hours of work. The F.O.P. will submit the names of their negotiating committee sixty (60) days prior to opening negotiations. If more than two (2) members of the negotiating team are from the same shift, only two (2) will be paid. In the event that an officer is transferred during these sixty (60) days, that officer will continue to be paid even if the shift already has two (2) paid negotiating team members.

ARTICLE 30 PREPARATION OF AGREEMENT

30.1 The reasonable cost of the preparation of an original copy of this Agreement shall be borne by the City. The cost of distribution of copies of this Agreement to the parties shall be borne individually by the parties.

ARTICLE 31 TRAVEL FOR TRAINING

31.1 Travel for training shall be governed by the applicable sections of the Fair Labor Standards Act (FLSA).

ARTICLE 32 DRUG FREE WORKPLACE

32.1 The parties to this agreement acknowledge that pursuant to Federal Law, the City of Sandusky has established a policy of maintaining itself as a Drug-Free Workplace. Pursuant to said policy, therefore, the parties agree:

- A. That the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplaces of the City of Sandusky is prohibited.

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- B. That as a condition of employment with the City of Sandusky, employees of the City of Sandusky will abide by the policy set out in Item A above and will also notify the City of Sandusky of any criminal drug statute conviction for a violation occurring in the workplace, and that said notification shall be made within a period of five (5) days after said conviction;
- C. That an employee who violates the requirements of this Section shall be subject to reasonable disciplinary action and, in addition to such disciplinary action, the City of Sandusky may mandatorily refer violators who have engaged in substance abuse to the City's Assistance Program for diagnosis and treatment at the City's expense;
- D. That the City of Sandusky shall provide notice of the content of this policy to each employee;
- E. To the adoption of the City of Sandusky's Drug-Free Workplace Policy which is incorporated herein and attached hereto as Appendix E. The parties further agree that the members of the bargaining unit shall be subject to all terms and conditions of the Drug-Free Workplace Policy and shall be subject to Random Drug Testing. The Random Drug Testing program shall be administered in accordance with the Drug-Free Workplace Policy.

ARTICLE 33 WELLNESS/PHYSICAL FITNESS

33.1 Employees who become members of the bargaining unit on or after January 1, 1999, shall be required, as a condition of employment, to demonstrate a continued level of physical fitness which is indicative of their ability to perform the essential functions of the job. Employees hired on or after January 1, 1999, shall be subject to the fitness standard and shall participate in the physical fitness program as outlined in attached Appendix F.

33.2 The Employer and the Union agree that employees who were hired prior to January 1, 1999, may voluntarily elect to participate in the physical fitness program. In the event a bargaining unit employee hired prior to January 1, 1999, voluntarily enters into the physical fitness program they shall thereafter be subject to all terms and conditions of the established fitness program.

33.3 Employees who are required to or elect to participate in the fitness program may opt out during the term of this agreement. Employees who opt out shall not be permitted to participate in the program for the remaining term of the agreement.

ARTICLE 34 PROBATIONARY EMPLOYEES

34.1 The probationary period for new hires, who are certified police officers by the State of Ohio, shall commence on their date of hire and continue for a period of one (1) year. This probationary period may be extended by the mutual agreement of the F.O.P., the Employer, and the employee for up to six (6) months. When the probation period of an employee has been extended, the F.O.P Associate and Staff Representative shall be notified in writing of the extension and the period of the extension.

34.2 The probationary period for new hires who are not certified police officers by the State of Ohio, shall begin on their date of hire and continue for a period of one (1) year after they have received their police officer certification. This probationary period may be extended by the mutual agreement of the F.O.P., the Employer and the employee for up to six (6) months.

34.3 During the first six (6) months of the probationary period, the Employer shall have the absolute right to terminate the employee for any of the reasons set forth in Ohio Revised Code Section 124.34, as it currently exists a copy of which is attached hereto and incorporated herein (Appendix G). If the service of a probationary employee is unsatisfactory, the Employer shall have the absolute right to

terminate or removed the employee at any time without cause after the first six (6) months of probation. The decision to terminate a probationary employee, after the first six (6) months of the probationary period, shall not be appealable and shall not be subject to any rights granted under this contract including the rights contained in Article 6 and Article 8 of the contract and specifically the rights of grievance, arbitration or appeal.

34.4 The Employer and F.O.P. agree that the probationary period for promotional appointments shall be a period of six (6) months in which the employee must be working in a full time regular duty capacity undertaking all of the job responsibilities required of the position. This probationary period may be extended by the mutual agreement of the F.O.P., the Employer and the employee for a period of up to six (6) months.

ARTICLE 35 COMPENSATORY TIME

35.1 The Employer and the F.O.P. agree that an employee shall not accumulate more than one hundred twenty (120) hours of compensatory time. Any compensatory time accumulated above the threshold of one hundred twenty (120) hours shall be paid as part of the employee's regular bi-weekly payroll.

ARTICLE 36 CALEA ACCREDITATION

36.1 The City shall pay to each member of the bargaining unit, after the completion of the members probationary period, an additional one percent (1%) of the base wage as an incentive for the Department obtaining and maintaining CALEA accreditation. Payment of this incentive will begin in the first pay period following the date on which the Department becomes accredited by CALEA and will thereafter be paid for each year that the Department maintains its accreditation with CALEA. Section 36.1 shall cease to have any force and effect after the first pay period in January of 2009.

36.2 It is agreed by and between the parties that each will make all reasonable efforts to achieve and maintain CALEA accreditation.

ARTICLE 37 LAYOFF AND RECALL

37.1 The City may layoff bargaining unit employees and/or abolish positions due to a lack of funds, lack of work or reorganization of the department. The City shall notify the Union and affected bargaining unit members at least fifteen (15) calendar days in advance of such layoffs. Upon request, the City shall meet with the Union to discuss the impact of layoffs on the bargaining unit.

A bargaining unit employee who is laid off may displace a permanent part-time or intermittent employee within the police department, provided that the laid off employee is qualified to perform the functions of the part-time or intermittent position. Failure to exercise rights to displace a part-time or intermittent employee shall not affect the bargaining unit employee's right to reinstatement in accordance with this Article.

37.2 Layoffs shall be based on an employee's seniority with the City. In the event layoffs include officer positions, the least senior officers based on seniority within the affected classification(s) shall be subject to layoff. An officer who is subject to layoff under this Article shall have the right to

2016-2018 Agreement Between City of Sandusky and Fraternal Order of Police, Ohio Labor Council, Inc.

displace a less senior employee based on length of service with the Sandusky police department in the next lower rank or in successively lower ranks if applicable.

37.3 An employee who is laid off from the City shall be entitled to pay out of all earned but unused vacation leave (with at least one year of service), compensatory time and pro-rated holiday pay.

37.4 An employee who is laid off retains his right to reinstatement for two years from the date of his layoff. Employees shall be recalled, if applicable, in the inverse order of their layoff provided they are presently qualified to perform the work for which they are recalled.

An employee who is demoted from his position as a result of a layoff or job abolishment has a right to reinstatement to his former position for up to three years from the date of such demotion. The City shall not fill any bargaining unit positions through testing until all employees on the recall list(s) have been offered the opportunity to be reinstated to their former position.

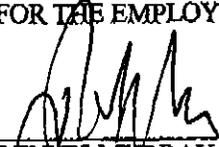
37.5 Notice of recall shall be sent by certified mail to the last mailing address provided by the employee. The employee shall have ten (10) calendar days following the date of the recall notice to inform the City of his/her intention to return to work. Bargaining unit employees shall have fifteen (15) calendar days from the date of the recall notice to return to work unless the parties agree to other arrangements.

37.5 Bargaining unit employees who are laid off and later reinstated under this Article shall retain the seniority they had at the time of the layoff but shall not be given credit for the time spent on layoff status.

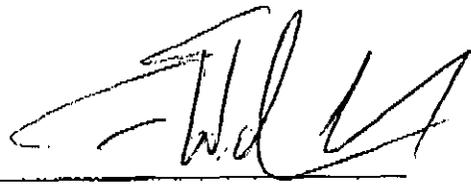
37.6 The parties agree that layoffs or demotions under this Article may only be challenged through the grievance/arbitration provision of this Agreement. The Sandusky civil service commission shall have no authority to review layoffs or demotions of bargaining unit members.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 12th day of January, 2016.

FOR THE EMPLOYER:

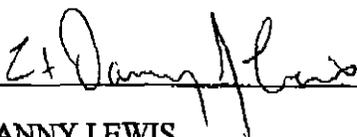


DENNIS MURRAY, JR.
EX OFFICIO MAYOR

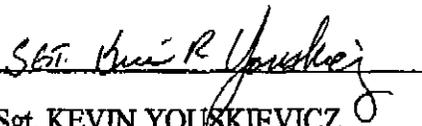


ERIC WOBSE
CITY MANAGER

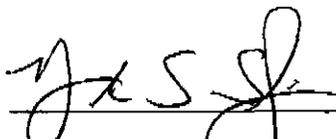
FOR THE F.O.P.:



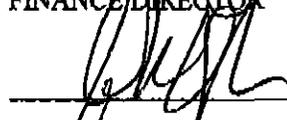
Lt. DANNY LEWIS
NEGOTIATION COMMITTEE



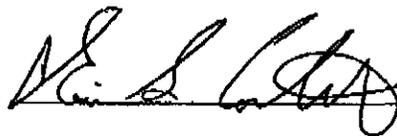
Sgt. KEVIN YOUSKIEVICZ
NEGOTIATION COMMITTEE



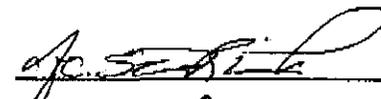
HANK SOLOWIEJ
FINANCE DIRECTOR



JOHN ORZECH
CHIEF OF POLICE



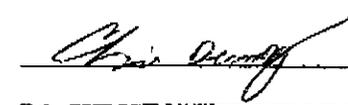
Ptl. ERIC COSTANTE
NEGOTIATION COMMITTEE



Ptl. STEPHEN RUTTERBACH
NEGOTIATION COMMITTEE



Ptl. JAMES DeSALLE
NEGOTIATION COMMITTEE

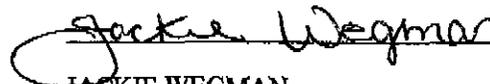


Ptl. CHRISTOPHER DENNY
NEGOTIATION COMMITTEE

APPROVED AS TO FORM:



Treas. M. Hayberger
DONALD C. ICSMAN
Acting LAW DIRECTOR



JACKIE WEGMAN
F.O.P. OHIO LABOR COUNCIL

APPENDIX A

AUTHORIZATION FOR DUES DEDUCTION
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
222 E. Town St., Columbus, Ohio 43215
1-800-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.

(PLEASE PRINT)

Place of Employment: _____

Name of Employee: _____

Home Address _____

City _____

Zip Code _____

Phone _____

Classification _____

Department _____

Signature _____ Date _____

Mail white copy to FOP-OLC at above address
Present card to your Auditor

APPENDIX B

F.O.P./OLCI BUSINESS REGISTER

DATE: _____

NAME (*Associate or designee*): _____

TIME OUT: _____

TIME RETURNED: _____

TOTAL HOURS: _____

NATURE OF BUSINESS: _____

Employee Signature

APPROVED: _____

Supervisor Signature

APPENDIX C

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
(614) 224-5700
FAX (614) 224-5775

1-800-FOP-OLCI

O.I.C. Unit _____ Employer _____
O.I.C. Grievance No. _____ Address _____
Phone No. (____) _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE
A copy of this form
must be sent to the
O.L.C. Office - *IMMEDIATELY*

Please have your Associate
call your Staff Representative
when filing a grievance

Name of Grievant _____ Badge No. _____
Grievant address _____ Phone No. (____) _____
Classification _____ Assignment _____
Shift _____ Date of appointment: _____
Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and section number of contract violation _____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested:

Grievant's signature _____ Date and time _____

STEP ONE

Received by _____ Date and time _____

Respondent Name and Title

Date or meeting _____ Time _____ Place _____

Step one response _____

Name and Title _____ Date and Time _____

Received by _____ Date and Time _____

Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date or meeting _____ Time _____ Place _____

Step two response _____

Name and Title _____ Date and Time _____
Received by _____

Grievant _____ Date and Time _____

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date or meeting _____ Time _____ Place _____

Step three response _____

Name and Title _____ Date and Time _____
Received by _____

Grievant _____ Date and Time _____

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date or meeting _____ Time _____ Place _____

Step four response _____

Name and Title _____ Date and Time _____
Received by _____

Grievant _____ Date and Time _____

ANSWER IS: Accepted _____ Rejected _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____

Signature _____

APPENDIX D

UNION CODE 4
FRATERNAL ORDER OF POLICE - WAGES

	CODE/RNG/ STEP		% OF CLASS "A" OFFICER	JAN 2016	JAN 2017	JAN 2018
NON-CERT	5350 18 A	ANNUAL	59.8149% \$	35,225	35,225	35,225
		BIWEEKLY		1,354.81	1,354.81	1,354.81
		HOURLY		16.9351	16.9351	16.9351
CERT YEAR 1	5350 19 A	ANNUAL	69.1834% \$	40,748	40,748	40,748
		BIWEEKLY		1,567.23	1,567.23	1,567.23
		HOURLY		19.5903	19.5903	19.5903
CERT YEAR 2	5350 19 B	ANNUAL	73.7550% \$	43,434	43,434	43,434
		BIWEEKLY		1,670.55	1,670.55	1,670.55
		HOURLY		20.8818	20.8818	20.8818
CERT YEAR 3	5350 19 C	ANNUAL	78.3174% \$	46,121	46,121	46,121
		BIWEEKLY		1,773.89	1,773.89	1,773.89
		HOURLY		22.1736	22.1736	22.1736
CERT YEAR 4	5350 19 D	ANNUAL	85.4141% \$	50,300	50,300	50,300
		BIWEEKLY		1,934.63	1,934.63	1,934.63
		HOURLY		24.1828	24.1828	24.1828
CERT YEAR 5	5350 19 E	ANNUAL	92.0040% \$	54,181	54,181	54,181
		BIWEEKLY		2,083.89	2,083.89	2,083.89
		HOURLY		26.0486	26.0486	26.0486
CLASS A	5550 20 A	ANNUAL	\$	58,890	58,890	58,890
		BIWEEKLY		2,264.99	2,264.99	2,264.99
		HOURLY		28.3123	28.3123	28.3123
			CLASS DIFFERENTIAL			
SENIOR SPO	5550 20 B	ANNUAL	4% \$	61,245	61,245	61,245
		BIWEEKLY		2,355.58	2,355.58	2,355.58
		HOURLY		29.4447	29.4447	29.4447
SERGEANT	5650 21 B	ANNUAL	13% \$	66,546	66,546	66,546
		BIWEEKLY		2,559.45	2,559.45	2,559.45
		HOURLY		31.9931	31.9931	31.9931
LIEUTENANT	5750 22 B	ANNUAL	13% \$	75,196	75,196	75,196
		BIWEEKLY		2,892.16	2,892.16	2,892.16
		HOURLY		36.1520	36.1520	36.1520

APPENDIX D

UNION CODE 4
FRATERNAL ORDER OF POLICE - WAGES

	CODE/RNG/ STEP		% OF CLASS "A" OFFICER	JAN 2016	JAN 2017	JAN 2018
NON-CERT	5350 18 A	ANNUAL	59.8149% \$	35,226	35,226	35,226
		BIWEEKLY		1,354.81	1,354.81	1,354.81
		HOURLY		16.9351	16.9351	16.9351
CERT YEAR 1	5350 19 A	ANNUAL	69.1934% \$	40,748	40,748	40,748
		BIWEEKLY		1,567.23	1,567.23	1,567.23
		HOURLY		19.5903	19.5903	19.5903
CERT YEAR 2	5350 19 B	ANNUAL	73.7550% \$	43,434	43,434	43,434
		BIWEEKLY		1,670.55	1,670.55	1,670.55
		HOURLY		20.8818	20.8818	20.8818
CERT YEAR 3	5350 19 C	ANNUAL	78.3174% \$	46,121	46,121	46,121
		BIWEEKLY		1,773.89	1,773.89	1,773.89
		HOURLY		22.1736	22.1736	22.1736
CERT YEAR 4	5350 19 D	ANNUAL	85.4141% \$	50,300	50,300	50,300
		BIWEEKLY		1,934.63	1,934.63	1,934.63
		HOURLY		24.1828	24.1828	24.1828
CERT YEAR 5	5350 19 E	ANNUAL	92.0040% \$	54,181	54,181	54,181
		BIWEEKLY		2,083.89	2,083.89	2,083.89
		HOURLY		26.0486	26.0486	26.0486
CLASS A	5550 20 A	ANNUAL	\$	58,890	58,890	58,890
		BIWEEKLY		2,264.99	2,264.99	2,264.99
		HOURLY		28.3123	28.3123	28.3123
			CLASS DIFFERENTIAL			
SENIOR SPO	5550 20 B	ANNUAL	4% \$	61,245	61,245	61,245
		BIWEEKLY		2,355.58	2,355.58	2,355.58
		HOURLY		29.4447	29.4447	29.4447
SERGEANT	5650 21 B	ANNUAL	13% \$	66,546	66,546	66,546
		BIWEEKLY		2,559.45	2,559.45	2,559.45
		HOURLY		31.9931	31.9931	31.9931
LIEUTENANT	5750 22 B	ANNUAL	13% \$	75,196	75,196	75,196
		BIWEEKLY		2,892.16	2,892.16	2,892.16
		HOURLY		36.1520	36.1520	36.1520

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City of Sandusky
Drug Free Workplace Policy /
Drug Testing / EAP Program

I. HISTORICAL OVERVIEW RELATED TO DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988 established that employers who are federal contractors with contracts of \$25,000.00 or more must provide and maintain a drug-free workplace by satisfying the following requirements.

1. Publishing a policy statement prohibiting the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace and specifying what actions will be taken against employees who violate the policy;
2. Establishing a drug-free awareness program to inform employees of the dangers of drug abuse in the workplace and of the availability of drug counseling, rehabilitation and the employee assistance program;
3. Providing employees working under the program with a copy of the policy.
4. Including in the policy statement a notice to employees that, as a condition of employment, they must abide by the policy and must notify the employer if they are convicted of a criminal drug offense occurring in the workplace within five days after the conviction;
5. Notifying the contracting agency... (NA)
6. Imposing sanctions (including, but not limited to, termination) on the convicted employee or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program; and
7. Making a good faith effort to *maintain* a drug-free workplace by satisfying the foregoing requirements.

HISTORICAL OVERVIEW RELATED TO COMMERCIAL VEHICLES

In 1984, Congress enacted the Motor Carrier Safety Act (49 U.S.C. app. 2501-2520). The regulations which followed this law, the Federal Motor Carrier Safety Regulations (FMCSR), provide safety guidelines for operating commercial motor vehicle including:

- a. Driver Qualification Requirements (49 CFR Part 391)
- b. Operating Rules (49 CFR part 392)
- c. Parts and Accessories (49 CFR part 393)
- d. Hours of Services (49 CFR part 395)
- e. Inspection, Repair, Maintenance (49 CFR part 396)
- f. Transportation of Hazardous materials: driving and parking rules (49 CFR part 397)

The Federal Highway Administration (FHWA) had regulatory authority over motor carriers. This law applied to private sector motor carriers.

In 1986, Congress passed the **Commercial Motor Vehicle Safety Act** that included Federal, State and local governments in the definition of employers (49 U.S.C. app. 2701 et. sig.). This act required the issuance of commercial driver's licenses to all drivers operating large commercial motor vehicles in interstate and intrastate commerce.

On October 28, 1991, President George Bush signed the **Omnibus Transportation Employee Testing Act of 1991** (Pub. L. 102-143, Title V). This act required the Department of Transportation (DOT) to prescribe regulations requiring testing of safety-sensitive employees in the aviation, highway, rail and transit industries for alcohol and controlled substance use.

The 1991 Act states:

All employers, including political subdivisions of the state, of operators of commercial motor vehicles (CMV) must establish and maintain programs to combat drug and alcohol abuse, including testing of commercial motor vehicle drivers for the use of alcohol and controlled substances.

The final rules issued February 15, 1994, 59 FR 7302, the Department of Transportation cited statistics gathered by the National transportation Safety Board indicating that thirty-three percent (33%) of the fatally injured CMV operators tested positive for alcohol or drugs. The National Safety Council estimates that one on-the-job accident is four (4) times more costly than one that occurs in a personal vehicle. An average cost to employers is \$168,000 for fatal accidents and \$6,900 for non-fatal accidents.

II. DRUG AND ALCOHOL POLICY

A. Purpose

1. The City recognizes that the ability of an employee to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote public safety, to provide employees who may be drug or alcohol dependent with an opportunity for treatment to be productive employees of the City, the City has this drug and alcohol policy. It is the purpose of this policy to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:
 - a. Dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to employees, the general public, or other employees of the City;
 - b. Providing information through training regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs;
 - c. Providing assistance to an employee with drug or alcohol dependency problems; and
 - d. Disciplining an employee whose work performance is adversely affected by substance abuse or who fails to comply with the requirements of this Policy.

2. Recognizing that drug and alcohol abuse are treatable illnesses that should be dealt with initially by treatment and education, it is the City's desire to prevent and rehabilitate rather than terminate an employee that is alcohol and/or drug dependent when practicable. No employee will be discharged for voluntarily seeking assistance for a substance abuse problem; however, co-occurring work performance may result in disciplinary action up to an including termination.
3. All new employees and re-hired employees who drive City vehicles are subject to pre-employment testing. All new employees will receive a copy of this policy during their orientation. No employee shall be tested until a copy of this policy is provided to the employee.

B. Definitions

Alcohol use means the consumption of any beverage, mixture, or preparation, including a medication, containing alcohol.

Confirmation Test For alcohol testing means a second test, following a screening test with a *result* of more than 0.02 grams of the person's breath that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Controlled Substance means any illegal drugs and prescription medications or non-prescription medications. **Illegal Drugs** means those substances listed in ORC 3719.41 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

Medical Review Officer (MRO) means a licensed physician responsible for receiving laboratory results generated by the City's controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test *result* together with his or her medical history and any other relevant biomedical information.

On-duty means all time while the employee IS at work, attending training, or operating a city-owned vehicle.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol.

Screening test for alcohol means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional (SAP) means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under the Influence means the employee has consumed some alcohol and/ or controlled substance, regardless of quantity.

III. Voluntary Request for Assistance

1. An employee may voluntarily enter rehabilitation prior to being required to submit to alcohol and controlled substance testing. An employee shall not be disciplined for voluntarily entering rehabilitation, provided the employee:
 - a. Agrees to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional (SAP) or physician involved;
 - b. Discontinues use of illegal drugs or misuse of alcohol;
 - c. Agrees to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City Manager and the Law Director or his or her designees, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;
 - d. Completes any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty, at the employee's expense; and
 - f. However, an employee may still be subject to discipline up to and including termination for the underlining act caused by being under the influence of alcohol and/or drugs.
2. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his or her duties or whose continuance on active status would constitute a direct threat to property or safety.

IV. Prohibited Actions

Employees covered by this policy are prohibited from engaging in the following:

1. Reporting to duty or remaining on duty while having an alcohol concentration of greater than 0.02;

2. Reporting to duty or remaining on duty while under the influence of alcohol and/or a controlled substance;
3. Intentionally using a prescription medication contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug;
4. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs, unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job duties) or if the employee tests positive for controlled substances;
5. Possessing alcohol or illegal drugs while on duty;
6. Using alcohol or controlled substances (unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job) while on duty;
7. Using alcohol or a controlled substance for eight (8) hours following an accident in which the employee is required to submit to post-accident testing or until the employee undergoes post-accident testing, whichever occurs first;
8. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test; and
9. Failing to notify the City Manager and/or designee within three (3) working days of being arrested, charged, or convicted of a criminal or traffic offense involving drugs or alcohol. It is further understood that compliance with the notification required shall not prohibit appropriate discipline based upon the specific facts and circumstances.

V. Use of Medication

1. An employee is required to report to his or her Supervisor the use of any prescription or non-prescription medicines that may impair or interfere with the safe performance of the employee's job.
2. At the time any medication is prescribed to an employee, the employee shall ask the treating physician whether the medication will impair or interfere with the safe performance of the employee's job. The employee shall be required to produce a signed statement from the treating physician stating how the medication may impair the employee's ability to perform his/her job and/or interfere with the safe performance of the employee's job.
3. If it is determined by a licensed physician that the medication will impair or interfere with the safe performance of the employee's job, the City will adhere to federal and state regulations and local home rule in accordance with this policy.

VI. Post-Accident Testing

1. An employee shall be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash any person:
 - a. Suffers bodily injury requiring off-site medical attention; or
 - b. Dies.
2. An employee may be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash:
 - a. A traffic citation is issued to the employee for a moving violation in connection with a vehicular crash;
 - b. A vehicle is damaged and the cost to repair is \$500.00 or more and/or some type of personal injury is sustained;
 - c. Non-vehicular property is damaged; or
 - d. The Supervisor has reasonable suspicion to believe the traffic crash was related to alcohol and or drugs.
3. Employees other than the operator of the motor vehicle may be required to submit to drug and alcohol testing, if the performance of an employee, other than the operator, may have contributed to the accident.
4. An employee who is subject to a post-accident test shall remain readily available for such test or shall be deemed to have refused to submit to testing. Unless emergency personnel transport the employee, a representative of the City shall transport the employee to the collection site.
5. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain or render assistance in responding to the accident.
6. Following the completion of the test, the employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.
7. Following a positive alcohol or controlled substance test result, the employee shall be disciplined in accordance with this policy.

VII. Reasonable Suspicion Testing

1. The City may require an employee to submit to an alcohol and/or controlled substance test whenever it has **reasonable suspicion** to believe that an employee has violated the prohibitions of this policy. A Supervisor who has completed the City's drug and alcohol Supervisor training shall make the determination of reasonable suspicion.

2. Any of the following, alone or in combination, **not all inclusive**, may constitute **reasonable suspicion**:
 - a. Odor of alcoholic beverage on breath
 - b. Slurred and/or thick speech
 - c. Staggered gait (Unsteady walking and movement)
 - d. Vertical and/or horizontal nystagmus
 - e. Abnormally constricted pupils which are non-responsive to light
 - f. Abnormally dilated pupils which are non-responsive to light
 - g. Loss of attention span under controlled conditions
 - h. Inability to comprehend under controlled conditions
 - i. Hallucinating
 - j. An accident involving City property, where there is reason to believe that employee impairment may have been a factor regardless of whether the accident meets the requirements for post-accident testing
 - k. Possession of alcohol on the job
 - l. Possession of an illegal drug
 - m. Possession of a prescription drug on the job without a valid prescription
 - n. Objective symptoms of drug usage identified by a trained medical practitioner or law enforcement officer.
3. Any Supervisor directing an employee to submit to an alcohol and/or controlled substance test shall give the employee a reasonable opportunity, prior to the test, to request the presence of, or to seek advice from a representative. The member and the employee's representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the Supervisor. The exercise of these rights shall not unreasonably delay the collection of the test sample. For alcohol tests, "unreasonable delay" means more than 20 minutes; for drug tests, "unreasonable delay" means more than 1 hour.
4. Any Supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing, on the form provided by the City, the facts constituting **reasonable suspicion** that the employee in question is under the influence of drugs or alcohol.
5. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.
6. The employee shall be placed on paid administrative leave pending the outcome of the reasonable suspicion testing.
7. If both the alcohol and controlled substance test results are negative, and no other work rule violation(s) have occurred, the employee shall be returned to his/her position. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.

8. The Supervisor shall arrange for the employee to be safely transported home after the employee has undergone or refused to submit to the reasonable suspicion testing.

VIII. Random Testing

1. Random testing will be performed for employees who drive the City's commercial motor vehicles (CMV) and operate or perform safety sensitive equipment.
2. At least twenty-five percent (25%) of employees annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year.
3. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall return to duty after providing the requested breath, urine, or blood samples.
4. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.

IX. Return-to-Duty Testing

1. Before an employee who has been found to be in violation of the prohibitions set out in policy, may return to duty, the employee must successfully undergo testing for alcohol and controlled substances. The results of the alcohol test or controlled substance test must be negative.
2. Any employee whose return to duty test results are greater than 0.00 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests shall be the responsibility of the employee at the time the test is administered and shall be subtracted from the employee's last pay.

X. Follow-up Testing

1. When an employee has been found to be in violation of the prohibitions set out in this policy, and the SAP has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of six (6) unannounced follow-up tests per twelve months for thirty-six (36) months or as directed by the SAP and as a condition of continued employment the employee shall follow the recommendations of the SAP.
2. Any employee whose follow-up test results are greater than 0.02 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.

3. Any costs associated with these tests are the responsibility of the employee at the time the test is administered.

XI. Refusal to Submit to Test

1. Actions constituting a refusal to submit to a test include:
 - a. Failing to provide adequate breath for alcohol testing;
 - b. Failing to provide adequate urine for controlled substance testing;
 - c. Failing to provide a blood sample for controlled substance testing;
 - d. Engaging in conduct that clearly obstructs the testing procedure / process;
 - e. Failing to remain readily available for a post-accident test.
2. If an employee refuses to submit to any tests required by this policy, the employee's refusal shall be documented in writing. The employee shall be placed on administrative leave without pay pending a disciplinary hearing.
3. Refusal to submit to any tests required by this policy shall be treated as a positive result and insubordination and shall result in the employee's termination from employment.
4. Adding any substance to the test and/or body to manipulate the test shall result in termination.

XII. Testing Procedures

1. Both the collection site and laboratory performing testing under this policy shall be selected by the City and shall be done by a facility that meets the requirements of 49 CFR Part 40.
2. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall, upon request, be provided in writing to the employee subject to testing or the employee's representative (must have employee consent).
3. For controlled substance testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of testing(s) will be maintained by the collection site for review by the employee and/or employee's representative.
4. Employees have a right for a Representative to be present during the collection of samples, but the exercise of such right shall not unreasonably delay the collection of the sample and cannot interfere with any testing process. For alcohol tests, "unreasonable delay" means 20 minutes or more; for drug tests, "unreasonable delay" means 1 hour. Unreasonable delay of

the test shall constitute a refusal. Prior to submitting a breath, urine or blood specimen, the employee will be required to sign a consent form.

5. Any refusals to conditions/procedures in this policy may result in discipline up to and including termination.
6. Employees will initially be requested to provide a urine sample for controlled substance testing. In the event that a urine sample cannot be produced or that a sufficient quantity cannot be produced, then the employee shall be required to submit a blood sample for controlled substance testing.
7. Tests for drugs shall use the screening test cut-off levels and the confirmation test cut-off levels for such drugs established by the testing laboratory in accordance with the standards established by this Policy or HHS standards, if any.
8. With regard to drug tests, if the test results are positive, and the employee has not offered an explanation to the Medical Review Officer (MRO) sufficient to cause the MRO to consider the results negative, the Assistant City Manager or designee shall be notified and the Assistant City Manager or designee shall in turn contact the employee and the Department Head. The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the city within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this policy. If the employee does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the employee requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.
9. An employee that tests positive shall be evaluated by a Substance Abuse Professional (SAP), and may not return to work until released to return to work by the SAP. The employee may be required to sign a release form allowing the SAP to release information regarding the employee's evaluation, treatment plan, and progress to the City. Refusal to sign the release shall be deemed a failure to cooperate and result in termination. Any costs associated with the evaluation and prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs. Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination.

XIII. Disciplinary Action

1. An employee, who violates any of the prohibitions listed in this policy, may be disciplined up to and including termination.

2. The City normally will not terminate an employee the first time he or she tests positive for drugs and/or alcohol, provided the employee:
 - a. Cooperates in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 40 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
 - b. Successfully completes all counseling, treatment or after-care of up to 12 months, recommended by the Substance Abuse Professional;
 - c. Discontinues and does not resume the use of illegal drugs, abuse of controlled substances, and misuse of alcohol;
 - d. Agrees to authorize persons involved in evaluation, counseling, diagnosing and treating the employee, to disclose to the City Manager, and the City Attorney or designees, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty; and
 - f. Agrees that during or after this last chance period in (5), above, if the employee tests positive again or otherwise violates this Policy the employee shall be terminated.
 - g. Nothing in this policy shall limit the City in imposing discipline, which may include random alcohol and/or drug testing, alcohol and/or drug counseling, suspension, or a combination up to and including termination, for gross or serious misconduct that may be coincident with an employee's improper use of drugs or alcohol.
3. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.
4. An employee shall not be permitted to return to work until released to return to duty by the SAP. The employee may be required to apply for Family and Medical Leave in accordance with the procedures set forth in that policy. The employee will be permitted to apply for accumulated paid leave (e.g., sick, vacation, compensatory, personal, etc.) If no paid leave is available, the employee may apply for an unpaid leave of absence (e.g., Family and Medical Leave, disability leave, personal leave, or other unpaid leave of absence) in accordance with City policy.
5. The length of a first offense suspension shall be determined on a case-by-case basis.
6. In no event shall an employee be permitted more than one (1) chance at rehabilitation. A second offense under this policy shall result in the employee's termination from employment.

XIV. Right of Appeal

An aggrieved employee has the right to challenge results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this policy is grievable. Any evidence concerning test results that is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the employee, unless the City establishes that deviation from such standards has not affected the reliability, accuracy, or verification of the test results.

XV. Treatment costs

Treatment and rehabilitation costs arising out of the employee's use of such services, if covered, may be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees may be allowed to use their accrued and earned leave (vacation, holiday, sick leave, comp time) or take an unpaid leave of absence for the necessary time off involved in a treatment or rehabilitation program. Other than as specified in this policy or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

XVI. Employee Assistance Program (EAP)

The City's Employee Assistance Program (EAP) shall include counseling for drug and/or alcohol problems. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Policy. If an employee voluntarily enters rehabilitation pursuant to this policy the City Manager and/or designee shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. All such information shall also be available to the employee's representative to whom disclosure is specifically authorized in writing by the employee. Employees are encouraged to use the EAP, but involvement in that program does not prevent the City from disciplining an employee if there are co-occurring performance, attendance or behavioral problems. Furthermore, involvement in the EAP does not preclude the City from discharging a probationary employee during the employee's original period of probation.

XVII. Changes in Testing Procedures

The City recognizes that during the life of this policy there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the City will determine whether to amend this procedure to include such improvements.

XVIII. Confidentiality

All testing and actions taken under or pursuant to this policy shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this policy relative to disciplinary action taken against an employee.

XIX. Other Laws

1. This policy is in no way intended to supersede or waive any rights that an employee may be entitled to under federal or state constitutions or any applicable law.
2. Any employee convicted of an offense under a criminal drug or traffic violation involving drugs or alcohol occurring within the workplace or during the course of the employee's job must report the conviction to the Assistant City Manager no later than five (5) working days after the conviction.
3. This policy is not to be utilized for criminal law enforcement purposes. Furthermore, this policy does not prevent criminal law enforcement investigation of illegal activity. However, evidence derived in a criminal investigation, including drug or alcohol testing, may be used as evidence in a disciplinary proceeding.

XX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received, read, and understand the City of Sandusky non-tolerance Drug and Alcohol Policy. I agree to comply with the policy and procedure contained therein.

Employee's signature _____

Date _____

Employee Name:	
Department:	
Observation:	Date: Time (Include am/pm): Location (Street/City/State/Zip):

CAUSE FOR SUSPICION

1. Presence of Alcohol, Drugs, and or Drug Paraphernalia (*specify*)

- 2. Appearance:**
- Normal
 - Flushed
 - Puncture Marks
 - Disheveled
 - Bloodshot Eyes
 - Body Odors
 - Tremors
 - Dry-mouth Symptoms
 - Profuse Sweating
 - Runny Nose/ Sores
 - Dilated/ Constricted Pupils
 - Inappropriate Wearing of Sunglasses
 - Other:

3. Behavior:

- Speech**
- Normal
 - Incoherent
 - Slurred
 - Silent
 - Confused
 - Slowed
 - Whispering
 - Other: _____

- Awareness**
- Normal
 - Confused
 - Euphoria
 - Paranoid
 - Lethargic
 - Disoriented
 - Mood Swings
 - Lack of Coordination

4. Motor Skills:

Balance

Normal Swaying Falling Staggering

Other: _____

Walking &
Turning

Normal Swaying Arms Raised for Balance

Stumbling Falling Reaching for Support

Other: _____

5. Other Observed Actions or Behavior (specify):

WITNESSED BY:

<p><i>Signature / Title / Date / Time -</i></p>
<p><i>Signature/ Title / Date / Time -</i></p>

APPENDIX F

FITNESS PROGRAM

Annual Physical Fitness Test (APFT). The Annual Fitness Test will be administered no later than the third (3rd) quarter of each year. The APFT will consist of a series of exercises and/or events. The actual exercises and/or events and the evaluation standards are set forth in Addendum 2 of this Article. Participation in the APFT is mandatory for those employees hired after January 1, 1999.

- A. **Cancellations.** In case of illness or special leave as provided in this contract (Military, Jury Duty, Witness, Etc.) which requires attendance on the day of the APFT, the employee shall notify the Police Chief and his/her supervisor at the earliest possible time to cancel the examination or test which will be rescheduled as soon as possible. Medical certification from the employee's personal physician is required upon the second and all subsequent cancellations.
- B. **Qualification for Incentives.** Employees who pass the APFT shall receive incentive pay.

Disability. The City and the Union acknowledge that the Fitness Program may identify employees with disabling illness and injury. Each such case will be individually evaluated to determine the employee's fitness for duty. In the event the employee's condition is not correctable, employment will be terminated subject to the terms of the Labor agreement, Civil Service Rules, and the Ohio Police and Firefighters Pension Fund.

APPENDIX G

124.34 Reduction in pay or position - suspension - removal.

(A) The tenure of every officer or employee in the classified service of the state and the counties, civil service townships, cities, city health districts, general health districts, and city school districts of the state, holding a position under this chapter, shall be during good behavior and efficient service. No officer or employee shall be reduced in pay or position, fined, suspended, or removed, or have the officer's or employee's longevity reduced or eliminated, except as provided in section 124.32 of the Revised Code, and for incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the officer's or employee's appointing authority, violation of this chapter or the rules of the director of administrative services or the commission, any other failure of good behavior, any other acts of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony. The denial of a one-time pay supplement or a bonus to an officer or employee is not a reduction in pay for purposes of this section.

This section does not apply to any modifications or reductions in pay or work week authorized by section 124.392, 124.393, or 124.394 of the Revised Code.

An appointing authority may require an employee who is suspended to report to work to serve the suspension. An employee serving a suspension in this manner shall continue to be compensated at the employee's regular rate of pay for hours worked. The disciplinary action shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and has the same effect as a suspension without pay for the purpose of recording disciplinary actions.

A finding by the appropriate ethics commission, based upon a preponderance of the evidence, that the facts alleged in a complaint under section 102.06 of the Revised Code constitute a violation of Chapter 102., section 2921.42, or section 2921.43 of the Revised Code may constitute grounds for dismissal. Failure to file a statement or falsely filing a statement required by section 102.02 of the Revised Code may also constitute grounds for dismissal. The tenure of an employee in the career professional service of the department of transportation is subject to section 5501.20 of the Revised Code.

Conviction of a felony is a separate basis for reducing in pay or position, suspending, or removing an officer or employee, even if the officer or employee has already been reduced in pay or position, suspended, or removed for the same conduct that is the basis of the felony. An officer or employee may not appeal to the state personnel board of review or the commission any disciplinary action taken by an appointing authority as a result of the officer's or employee's conviction of a felony. If an officer or employee removed under this section is reinstated as a result of an appeal of the removal, any conviction of a felony that occurs during the pendency of the appeal is a basis for further disciplinary action under this section upon the officer's or employee's reinstatement.

A person convicted of a felony immediately forfeits the person's status as a classified employee in any public employment on and after the date of the conviction for the felony. If an officer or

employee is removed under this section as a result of being convicted of a felony or is subsequently convicted of a felony that involves the same conduct that was the basis for the removal, the officer or employee is barred from receiving any compensation after the removal notwithstanding any modification or disaffirmance of the removal, unless the conviction for the felony is subsequently reversed or annulled.

Any person removed for conviction of a felony is entitled to a cash payment for any accrued but unused sick, personal, and vacation leave as authorized by law. If subsequently reemployed in the public sector, the person shall qualify for and accrue these forms of leave in the manner specified by law for a newly appointed employee and shall not be credited with prior public service for the purpose of receiving these forms of leave.

As used in this division, "felony" means any of the following:

- (1) A felony that is an offense of violence as defined in section 2901.01 of the Revised Code;
- (2) A felony that is a felony drug abuse offense as defined in section 2925.01 of the Revised Code;
- (3) A felony under the laws of this or any other state or the United States that is a crime of moral turpitude;
- (4) A felony involving dishonesty, fraud, or theft;
- (5) A felony that is a violation of section 2921.05, 2921.32, or 2921.42 of the Revised Code.

(B) In case of a reduction, a suspension of more than forty work hours in the case of an employee exempt from the payment of overtime compensation, a suspension of more than twenty-four work hours in the case of an employee required to be paid overtime compensation, a fine of more than forty hours' pay in the case of an employee exempt from the payment of overtime compensation, a fine of more than twenty-four hours' pay in the case of an employee required to be paid overtime compensation, or removal, except for the reduction or removal of a probationary employee, the appointing authority shall serve the employee with a copy of the order of reduction, fine, suspension, or removal, which order shall state the reasons for the action.

Within ten days following the date on which the order is served or, in the case of an employee in the career professional service of the department of transportation, within ten days following the filing of a removal order, the employee, except as otherwise provided in this section, may file an appeal of the order in writing with the state personnel board of review or the commission. For purposes of this section, the date on which an order is served is the date of hand delivery of the order or the date of delivery of the order by certified United States mail, whichever occurs first. If an appeal is filed, the board or commission shall forthwith notify the appointing authority and shall hear, or appoint a trial board to hear, the appeal within thirty days from and after its filing with the board or commission. The board, commission, or trial board may affirm, disaffirm, or modify the judgment of the appointing authority. However, in an appeal of a removal order

based upon a violation of a last chance agreement, the board, commission, or trial board may only determine if the employee violated the agreement and thus affirm or disaffirm the judgment of the appointing authority.

In cases of removal or reduction in pay for disciplinary reasons, either the appointing authority or the officer or employee may appeal from the decision of the state personnel board of review or the commission, and any such appeal shall be to the court of common pleas of the county in which the appointing authority is located, or to the court of common pleas of Franklin county, as provided by section 119.12 of the Revised Code.

(C) In the case of the suspension for any period of time, or a fine, demotion, or removal, of a chief of police, a chief of a fire department, or any member of the police or fire department of a city or civil service township, who is in the classified civil service, the appointing authority shall furnish the chief or member with a copy of the order of suspension, fine, demotion, or removal, which order shall state the reasons for the action. The order shall be filed with the municipal or civil service township civil service commission. Within ten days following the filing of the order, the chief or member may file an appeal, in writing, with the commission. If an appeal is filed, the commission shall forthwith notify the appointing authority and shall hear, or appoint a trial board to hear, the appeal within thirty days from and after its filing with the commission, and it may affirm, disaffirm, or modify the judgment of the appointing authority. An appeal on questions of law and fact may be had from the decision of the commission to the court of common pleas in the county in which the city or civil service township is situated. The appeal shall be taken within thirty days from the finding of the commission.

(D) A violation of division (A)(7) of section 2907.03 of the Revised Code is grounds for termination of employment of a nonteaching employee under this section.

(E) The director shall adopt a rule in accordance with Chapter 119. of the Revised Code to define the term "unsatisfactory performance" as it is used in this section with regard to employees in the service of the state.

(F) As used in this section, "last chance agreement" means an agreement signed by both an appointing authority and an officer or employee of the appointing authority that describes the type of behavior or circumstances that, if it occurs, will automatically lead to removal of the officer or employee without the right of appeal to the state personnel board of review or the appropriate commission.

ADDENDUM 1**ANNUAL PHYSICAL FITNESS TEST**

An Annual Physical Fitness Test will be scheduled for each employee no later than the third (3rd) quarter of the year in accordance with Police Division procedures. The test will be conducted by those persons designated by the City and the Union. The test is designated to reflect each employee's overall physical fitness and will include the following instructions:

From the starting line, perform in order the following tasks:

1. Run 20 feet and surmount the 6 foot fence (max 3 attempts)
2. Run the course (a distance of ¼ mile) which may be out and back or straight out
3. Surmount the 4 foot fence (5 seconds for failure to clear)
4. Move the 165 pound dummy a distance of 50 feet
5. Pick up the inert weapon, extend your arm so that the barrel protrudes through the 8" diameter ring and dry fire a total of 21 times with the dominant hand without touching the ring. Now, place the weapon in the weak hand and dry fire a total of 6 times. Failure to pull the trigger a total of 21 times with the dominant hand or 6 times with the weak hand constitutes failure; a five second penalty is assessed each time the barrel touches the ring.

Note: Time is continuous from start to finish and the test must be completed in a time of 3 minutes and 45 seconds. Failure to surmount the 6 foot fence after three attempts represents a failure on the test.

At the completion of the Annual Physical Fitness Test, the employee will be provided a copy of a report that contains the results. The original report will be placed in the employee's medical file.

ADDENDUM 2**INCENTIVE PROGRAM**

Employees who pass the APFT are eligible to participate in the Incentive Program.

INCENTIVE PAY. Employees who pass the APFT will receive Incentive Pay based upon the following criteria:

1. Employees who pass the APFT will receive incentive pay of \$600.00 annually and will be eligible for participation in the sick leave program set forth under paragraph two (2).
2. Payment of the incentive will be made in one lump sum in the 2nd pay period of the year.
3. Employees who are eligible for the incentive shall be paid the proportionate share of the compensation set forth herein for years in which the employee is not eligible for the fitness incentive pay for the entire year. For example, if an employee is eligible for only seven (7) months of the twelve (12) months of the incentive pay period, he/she would receive 7/12th of the compensation due hereunder.