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AGREEMENT BETWEEN



THE CITY OF ONTARIO

AND



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

**CASE NUMBERS: 2016-MED- 08-0782
2016-MED-08-0783**

**PATROL OFFICERS, SERGEANTS AND
LIEUTENANTS**

January 1, 2017 through December 31, 2019

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ARTICLE 1 AGREEMENT/PURPOSE

Section 1.1 This Agreement entered into by the City of Ontario, Ohio or “Employer” and The Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the “FOP” or “OLC” or “Union” has as its purpose the following:

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

This agreement supersedes all prior agreements heretofore made by and between the parties.

Section 1.2 The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated, and signed by the parties to this Agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions to Ordinances or Resolutions.

Section 1.3 Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to demand negotiations on any subject even though the subject may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the agreement.

ARTICLE 2 RECOGNITION

Section 2.1

- A. The employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all officers in the bargaining unit as set forth in the certifications issued by the Ohio State Employment Relations Board in case number 01-Rep-03-0074 dated 10-24-2001 which includes Patrol Officers.

But excluding: The Chief of Police, Captains, lieutenants, sergeants, dispatchers, parking enforcement officers, casual, seasonal, part time, or any other officers not specifically listed in Section 2.1.

- B. The employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all officers in the bargaining unit as set forth in the certifications issued by the Ohio State Employment Relations Board in case number 01-Rep-03-0073 dated 10-24-2001 which includes Sergeants and above.

But excluding: The Chief of Police, Captains, police officers, dispatchers, parking enforcement officers, casual, seasonal, part time, or any other officers not specifically listed in Section 2.1.

Section 2.2 The term "officer" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classifications as set forth in Section 2.1 of this agreement.

Section 2.3 In the event a new position is created within the department, the Employer shall determine whether the new or changed position will be included in, or excluded from the bargaining unit and shall so advise the FOP/OLC in writing within thirty (30) calendar days. If the FOP/OLC disputes the Employer's determination of the bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the FOP/OLC's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP/OLC. If the parties do not agree, the position shall be subject to the challenge by the FOP/OLC to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 The Union recognizes and accepts the exclusive right and authority of the Chief of Police, his Captain in the absence of the Chief of Police, and other members of the Ontario City Council and Administration, except where the agreement expressly provides otherwise to determine matters of expressed, implied, or inherent management policy.

Such rights shall include, but are not limited to the following:

1. The right to manage and direct its officers, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline for just cause.
2. To manage and determine the type of equipment, programs, and the work to be performed.
3. To determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Chief of Police to effectively and efficiently meet those purposes.
4. To determine the size and composition of the work force and each division's organizational structure.
5. To promulgate and enforce work rules, departmental orders, policies and procedures that require officers to use or refrain from using specified equipment, uniforms, weapons, and other tools of duty.
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
7. To determine the department's budget and uses thereof, to maintain the security of records and other pertinent information.
8. To determine the department's missions and to determine conduct and performance expected of officers.

The Employer exclusively reserves those rights not specifically given to the union in this agreement.

ARTICLE 4 FOP/OLC SECURITY

Section 4.1 The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this Article for all officers eligible for the bargaining units.

Section 4.2 The Employer agrees to deduct FOP/OLC membership dues once each pay period from the pay of any eligible officer in the bargaining units upon receiving written authorization signed individually and voluntarily by the officer. The officer or his/her designee must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

Section 4.3 As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, officers in the bargaining units who are not members of the FOP/OLC, including officers who resign from membership in the FOP/OLC, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require written authorization of the officer. This provision shall not require any officer to become or to remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining units. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee, along with the breakdown of its use, prior to the implementation of this section. If an officer challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his/her deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his/her challenge is reached. The party, in whose favor the resolution is determined, shall receive the escrowed funds, including interest, if any.

Section 4.4 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any officer arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 4.5 The Employer shall be relieved from making such individual "check-off" deductions upon an officer's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation of the officer from the FOP/OLC.

Section 4.6 The Employer shall not be obligated to make dues deductions from any officer who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 4.7 The parties agree that neither the officers nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 4.8 The rate of which dues are to be deducted shall be certified to the Employer or his/her designee by the FOP/OLC by December of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Section 4.9 Except as otherwise provided herein, each eligible officer's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such officer submits a written revocation of the dues deduction authorization to the Employer or his/her designee. The address to send dues, fees, and assessments is FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 5 FOP/OLC REPRESENTATION

Section 5.1 Representatives of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall have dispatch inform the Chief or his designee of his presence.

Section 5.2 The Employer shall recognize up to two (2) officers from each bargaining unit covered by this contract designated by the FOP/OLC to act as FOP/OLC Associates for the purpose of processing grievances in accordance with the Grievance Procedure. The Associates, or in their absence or inability to perform their function, designated alternates shall be recognized as representatives, as provided herein.

Section 5.3 The FOP/OLC shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor
5. FOP/OLC office held

The Employer shall recognize no officer as a FOP/OLC associate until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 5.4 The following are considered authorized representational activities, which may be conducted during an associate's work time not to exceed fifteen (15) minutes when release of the associate will not unduly disrupt the operation of the Department:

1. The investigation or writing of grievances (alleged or filed) by associates when such activity does not interfere with the performance of the associate's assigned duties;
2. Attendance at grievance and disciplinary hearing. The associate will be given a reasonable amount of time not to exceed fifteen (15) minutes immediately prior to a hearing for preparation;
3. Preliminary gathering of facts involving a work related injury, officer-involved shooting or death of a bargaining unit member.
4. Any other representational activity specifically authorized by this agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his/her designee.
5. Consultation time with non-officer representatives of the FOP/OLC.

After obtaining permission from the officer's immediate supervisor to engage in representational activities as provided for in this section, each associate or alternate will notify the appropriate supervisor of his/her absence from his/her work assignment. Upon entering any work area other than his/her own work area, and prior to engaging in any representational activities provide for in this section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity he/she is to perform.

Section 5.5 The FOP/OLC agrees that no representative or associate of the FOP/OLC, either officer or non-officer of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the officers. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty officers except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP/OLC business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP/OLC or any FOP Lodge during the work time of any officer. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending officer(s) to disciplinary action.

Section 5.6 The FOP/OLC shall be permitted to utilize interdepartmental mail system and/or the office email system in order to communicate confidentially with bargaining unit members, without cost to the FOP/OLC. The FOP/OLC agrees that the use of the mail system and/or email system will be reasonable and be limited to the normal conduct

of business. All mail placed into the interdepartmental mail system shall be the property of whom it is addressed and such mail will not be subject to review by others. The FOP/OLC and its members recognize and understand that there is no expectation of confidentiality when using the Employer's email system.

Section 5.7 The FOP/OLC shall be permitted, upon prior notification to the Employer, to place ballot boxes in the work place for the purpose of collecting officer's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Employer or other non-bargaining unit staff.

Section 5.8 The Employer shall provide space for a bulletin board for exclusive use by the Union. The bulletin board will be located in a conspicuous area where it will be available to all officers. Any notices or literature posted do not have to be approved by the Employer prior to being posted. The Union agrees that no notices will be posted on the bulletin board that contains any or all of the following:

1. Personal attacks upon any officers of the city
2. Scandalous or derogatory attacks upon the administration
3. Any obscene or ethnic materials
4. Attacks on any other officer organization.

The Chief of Police or his designee, shall cause to be removed, anything posted on the bulletin board that is in violation of this Article.

ARTICLE 6 NON-DISCRIMINATION

Section 6.1 The Employer and the FOP/OLC agree not to discriminate against any bargaining unit officer with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, or FOP/OLC membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, and therefore are not subject to the Grievance Procedure Article.

Section 6.2 Bargaining unit officers shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

Section 6.3 Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed also to include the female gender, unless otherwise indicated.

ARTICLE 7 LABOR/MANAGEMENT MEETINGS

Section 7.1 In the interest of sound labor/management relations, the Chief of Police and/or the Safety Service Director and the Union agree to meet at agreeable dates and times for the purpose of discussing matters contained below with the bargaining unit. The meeting may consist of the Chief of Police or his designee, the Safety Service Director or his designee and one other City representative, up to two (2) bargaining unit members from each bargaining unit covered by this agreement, and up to one (1) FOP/OLC representative. An agenda shall be presented by the party requesting the meeting not less than forty-eight (48) hours prior to the meeting to facilitate in the efficiency of the meeting. The other party shall have the right to add to the agenda which must be given to the party requesting the meeting not less than twenty-four (24) hours prior to the meeting. The meeting shall cover items of mutual concern such as:

1. The administration of this agreement
2. Notification of any changes made by the Employer that may affect the officers
3. Discussion of grievances that have not been settled, when the discussions are agreed upon by all affected parties
4. General information that may affect both Employer and officers
5. Ways to improve work efficiency and work performance
6. Health and safety matters
7. Training matters

Attendance by an officer representative may be during the officer's scheduled work shift. Officers who attend meetings outside of their regular work hours are not entitled to pay for the time of attending the meeting.

Section 7.2 Meetings may be requested by the Employer or the Union Associate(s) or the FOP/OLC Staff Representative. Meetings shall be held within a reasonable time after being requested, having regard for the seriousness of the issues involved.

ARTICLE 8 CONTRACTING OUT

Section 8.1 The Chief of Police and the City of Ontario shall not contract out bargaining unit work. Bargaining unit work is defined as daily work or assigned tasks and related work.

Section 8.2 The Employer shall not use part-time officers or Reserve Volunteers to perform the work of bargaining unit officers to circumvent the holiday, overtime, or any other provisions of this agreement.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 The term “grievance” shall mean an allegation by a bargaining unit officer that there has been a breach, misinterpretation, or improper application of this Agreement. It shall also apply to the discipline, including the discharge, of any non-probationary officer (as identified in section 9.4 step 3). It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio State Constitutions.

Section 9.2 There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 9.3 Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as his/her remedy some other official body (and that body takes jurisdiction), he/she is thereafter denied the remedy of the grievance procedure provided herein.

Section 9.4 All officers will make an earnest effort to settle differences and disputes with their supervisor or section supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the bargaining unit to involve the next higher step in the grievance procedure. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. All daytime periods in the grievance procedure are calendar days. Grievances will be processed in the following manner and within the stated time limits:

Informal Procedure. An officer having the individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the officer, with or without Union representation, within seven (7) days following the event or circumstances giving rise to the grievance having occurred or having reasonable cause to be aware of circumstance arising to the grievance. There is no requirement that the grievance be submitted in writing. If the supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance shall be furnished. If an officer is not satisfied with the oral response from his/her immediate supervisor, which shall be given within seven (7) days, the officer may continue to the next step.

Step 1. An officer not satisfied with the informal procedure response, shall, within seven (7) days, file the grievance with the Captain. The grievance shall be recorded on a "Grievance Report Form" supplied by the Ohio Labor Council, Inc. The Captain shall meet with the grievant and an OLC Associate or Representative within seven (7) days of the grievance being filed. The Captain will have up to ten (10) days to provide a written answer to the grievance.

Step 2. If the grievance is not satisfactorily settled at the above step, the grievance may be appealed to the Chief of Police. The Chief of Police or his designee shall have seven (7) days after receipt of the grievance to schedule a meeting with the grievant and his representative. The Chief of Police and/or his designee shall investigate and respond in writing back to the grievant within ten (10) days of the meeting.

Step 3. If a grievance, excluding grievances involving verbal warnings and written reprimands, is not satisfied at step 2, and it is a grievance of a discipline action, it shall be subject to the arbitration process.

Section 9.5 The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) days after the response at step 2, the FOP/OLC shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. The party or parties canceling the arbitration shall pay any cancellation fee due the arbitrator. Any grievance not submitted within the fourteen (14) day period described above shall be deemed settled on the basis of the last answer given by the Employer.

1. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. Nothing herein shall prevent the parties from agreeing on an arbitrator without requesting a panel list from FMCS or another arbitration service.
2. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue can be arbitrated within his/her jurisdiction to decide. If the arbitrator deems he/she has jurisdiction in this grievance based on arbitrability, the arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement. No less than five (5) days prior to the beginning of the arbitration hearing, both parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.

3. The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony, arguments, and submission of the final briefs.
4. The fees and other costs for the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. The fees and costs, if any, of any non-officer witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter. Officers on duty during the time of the hearing shall return to work as soon as their role in the hearing is ended and with the permission of the arbitrator. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Officers not on duty when such grievance and arbitration hearings take place will not receive compensation for such proceedings.

Section 9.6 When an officer covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified by the officer of his/her right to be present at the adjustment.

Section 9.7 The FOP/OLC shall provide and maintain the "Grievance Report Form" identified in section 9.4, step 1. The FOP/OLC shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms. All grievance forms shall contain the following information:

1. Grievied officer's name and signature
2. Grievied officer's classification
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed initialed by the supervisor
4. Date grievance was filed in writing
5. Date grievance occurred
6. Location the grievance occurred
7. A brief description of the incident giving rise to the grievance
8. Specific articles of the Agreement and how it was violated
9. Specific desired remedy to resolve the grievance

Section 9.8 Any grievances filed as class action grievances shall contain the signatures of those officers that are included in the class action grievance.

ARTICLE 10 DISCIPLINE

Section 10.1 The Employer shall not discipline officers covered under this Agreement except for just cause.

Section 10.2 Officers shall not be compelled to participate in political activities, and the participation or failure to participate in a political activity may not be considered by the Employer in its decision to hire, fire, or promote an officer. Any officer of the City of Ontario Police Department who seeks to coerce another officer into participating in a political activity is subject to dismissal.

Section 10.3 The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective in nature and applied uniformly. Discipline shall be administered in a timely manner. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a law enforcement officer, or any other acts of malfeasance, misfeasance, nonfeasance and violations of rules, regulations and directives shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action. Any person filing a complaint against a bargaining unit officer shall file the complaint using the Ontario Police Department allegation/inquiry report form.

Section 10.4 The tenure of every officer is subject to the terms of this Agreement shall be during good behavior and efficient service. No officer shall be reduced in pay and position, suspended, removed, or discharged except for just cause. The Employer may take this type of action for actions occurring while the officer is on duty, or working under the colors of the Employer, when off duty, or in instances where the officer's conduct violates his/her oath of office.

Forms of disciplinary action are:

1. Verbal warning

This is a verbal statement to an officer that certain behavior or job performance is unacceptable or unsatisfactory, and if continued, would subject him/her to further discipline. (time and date recorded) Verbal warnings given without an investigation shall not be subject to Section 10.6.

2. Written reprimand

A written statement to an officer outlining his/her unacceptable or unsatisfactory behavior or job performance, noting that as a matter of discipline his/her activity is being documented for future evaluations of him/her by the Chief of Police. Failure to correct this action would subject him/her to further discipline.

3. Suspension

A written statement to an officer outlining his/her unacceptable behavior or job performance, and ordering him/her to suspend his/her work performance for a specified number of work days without pay. Failure to correct this action would subject him/her to further discipline.

4. Discharge

Written notification to an officer outlining his/her unacceptable behavior and or job performance and terminating the existing employment relationship. A discharged officer shall complete all required forms and reports, and ~~to~~ turn in all issued equipment.

Except in situations of gross officer misconduct or conduct warranting more severe discipline, discipline will be applied in a corrective, progressive, and uniform manner in accordance with this Agreement. Progressive discipline shall take into account the nature of the violation, the officer's record of discipline, and the officer's record of performance and conduct.

Section 10.5 In any interview between a bargaining unit officer and a member of the administration (or internal affairs), once the bargaining unit officer has a reasonable expectation that discipline of the officer being interviewed may result, and at any conference in which discipline is administered, the affected officer may request that an FOP/OLC representative be present.

Section 10.6 Whenever the Employer or his/her designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary hearings, the following conditions shall apply:

1. Officers being questioned, as witnesses shall be so informed.
2. When an officer who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP/OLC representative present to advise him/her during the questioning.
3. Prior to questioning, officers (including witnesses) shall be informed that failure to respond and to respond truthfully may result in disciplinary action for insubordination or dishonesty. (Garrity)
4. Preliminary investigations may be recorded. Formal disciplinary hearings shall be recorded by the hearing officer. A copy of the recording shall, at the request of the charged officer, be provided to the officer within forty-eight (48) hours of the close of the hearing. The officer may also record the hearing. The charged officer may record all meetings or hearings provided for in this section. The fact of recording shall be made known to the other party before any recording is started.

- 5 Preliminary investigations and pre-disciplinary hearings shall be held either during an officer's scheduled working hours or at a time in reasonable proximity to his/her shift.
- 6 Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- 7 No officer shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.
- 8 The Employer shall not use the polygraph machine or other devices to investigate the truth of statements made by officers without probable cause. An officer may request the use of a polygraph if none is offered.
- 9 The Employer shall not utilize any recordings or surveillance devices that would not be admitted as evidence in any criminal proceeding.
- 10 The Employer shall not obtain evidence through means not accepted by the Court system, including coercion, threats, promises, or administrative pressures.
- 11 Any officer who is charged with a violation of Department Rules and Regulations shall be provided access to review any evidence being used to substantiate or refute the violation.

Section 10.7 Any officer who has been the subject of an investigation under this section shall be informed in writing of the outcome of the case at the conclusion of the investigation. All investigations except those concerning criminal charges shall be completed within sixty (60) days from the filing of the complaint. With mutual agreement of both parties, this time may be extended due to unforeseen problems that may arise, but must be waived in writing.

Section 10.8 At least forty-eight (48) hours prior to a hearing, the affected officer(s) shall be provided with a written notice of the charges that may be the basis for disciplinary action. There shall also be notice that the officer has the right to Union representation at the hearing.

Section 10.9 Once an officer receives the written notification of a hearing to address possible disciplinary action, the officer must choose to either: A) appear at the meeting to present an oral or written statement in his/her defense; B) appear at the meeting and have his/her FOP/OLC representative present; or C) elect in writing to waive the opportunity to have a pre-disciplinary hearing.

Section 10.10 Records of verbal warnings, written reprimands, and suspensions shall cease to have force and effect or be considered in future discipline matters, providing there are no additional disciplinary actions taken during the listed time periods:

- | | |
|-----------------------|-----------|
| 1. Verbal warnings | 12 months |
| 2. Written Reprimands | 18 months |
| 3. Suspensions | 30 months |

At the request of the officer, all outdated records listed above, shall be removed from the officer's personnel file.

Section 10.11 In all cases, disciplinary action must be instituted within six (6) months of the date of the Employer's verification of the alleged misconduct.

ARTICLE 11 PERSONNEL FILES

Section 11.1 Each officer may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by telephone or in person to the Employer or his/her designee. Appointments shall be during the regular scheduled work hours of the Employer or his/her designee. An officer may have a representative of his/her choice accompany him/her during such review. Any officer may copy documents in his/her official personnel file. An officer may also authorize his/her attorney or Union representative to review his/her file by written authorization including signature.

Section 11.2 If an unfavorable statement or notation, excluding disciplinary documentation for which the officer has filed an appeal/grievance, is in the official personnel file, the officer shall be given the opportunity to place a statement of explanation or rebuttal with the unfavorable statement. No anonymous material of any type shall be included in the officer's official personnel file.

Section 11.3 The Employer agrees to comply with Ohio law including regulations of the Auditor of State and the Ohio Historical Society as to the retention and disposal of records. All requests to review an officer's official personnel file shall be processed in accordance with the following criteria:

1. The person that requests the information shall be asked to provide their name and address
2. Officers will be made aware that a request has been made to review their files in a timely manner.
3. Prior to the release of information, the Safety Service Director or his/her designee will review the records to make sure it contains no confidential information.

4. If the person requesting review desires copies, the officer may also be provided copies of the same information that the requesting person obtains upon officer request.
5. A City of Ontario officer must remain with the files during the time the files are being reviewed so that nothing can be added or removed.

Section 11.4 Records of warnings, reprimands, and suspensions shall be removed from the officer's Official personnel file upon request of the officer, and only after they cease to have effect as outlined in Article 10.10 of this Agreement.

Section 11.5 The signing of any material in an officer's official personnel file does not necessarily indicate his/her agreement, but acknowledges he/she has seen the material. Officers shall be given copies of all documents placed in the personnel file.

Section 11.6. An officer's medical records as defined in O.R.C. 149.43 shall be kept in a separate file. Only the officer and the Employer shall have access to an officer's medical records. Release of an officer's medical records to anyone else shall only be authorized upon a signed written release by the officer.

Section 11.7. This article does not prevent the Chief of Police or any immediate supervisor from maintaining their own personal notes and information about an officer.

ARTICLE 12 PROBATIONARY PERIODS

Section 12.1 Every newly hired officer of the City of Ontario Police Department including newly hired officers who have transferred from another law enforcement agency, whose classification is covered by this Agreement will be required to successfully complete a twelve (12) month probationary period, beginning with the date that he/she begins receiving compensation from the Employer. A probationary officer as defined in this section shall have no recourse through the grievance procedure outlined in Article 9 of this Agreement. The Employer will have no obligation to the Union to furnish reasons for the termination of any officer during his/her probationary period. Time spent in the academy, military leave or other non-active pay status shall not count towards the twelve (12) months.

Section 12.2 Upon satisfactory completion of the probationary period, the officer will be given permanent status and shall have all of the rights of other officers covered under this Agreement. This section applies to new hires only as defined in Section 12.1 above.

Section 12.3 The Chief of Police may extend the probationary period at the end of the initial twelve (12) month period for an additional three (3) months. Prior to the extension, the Chief of Police must notify the FOP/OLC of the extension with a reason for the extension. This section applies to new hires only as defined in Section 12.1 above.

Section 12.4 Officers promoted to a different bargaining unit classification shall serve no more than a twelve (12) month probationary period. Officers promoted, who fail to successfully complete the new probationary period, shall be returned to their previously held classification without loss of seniority and shall receive the appropriate rate of pay for their classification.

ARTICLE 13 SENIORITY

Section 13.1 Department seniority shall be defined as an officer's uninterrupted length of continuous employment only with the City of Ontario Police Department. Departmental seniority shall not include any time worked at another law enforcement agency prior to employment with the Ontario Police Department. A probationary officer shall have no seniority until he/she satisfactorily completes his/her probationary period. After completion of his/her probationary period, the departmental seniority time will be retroactive to the original date of hire as an officer. For purposes of seniority and anniversary dates of officer, the original date of hire shall be used, based on their most recent date of hire.

Section 13.2 Departmental seniority as defined in Section 13.1 above shall be terminated in the following situations:

1. Resignation of the officer
2. Discharge of officer for just cause and cause is upheld
3. The officer fails to report after a recall from a layoff in the specified time period
4. The officer is laid off for a period greater than thirty-six (36) consecutive months.

Section 13.3 Departmental seniority as defined in Section 13.1 above shall be used to determine layoffs and recall, as well as vacation bidding.

ARTICLE 14 LAYOFF AND RECALL

Section 14.1 When the Employer determines that a long-term layoff is necessary, he/she shall notify the affected officers twenty one (21) days in advance of the effective date of the layoff. Officers will be notified of the Employer's decision to implement any short-term layoff, lasting nine (9) working days or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit officers. Any layoffs in the bargaining unit shall be instituted in accordance with the seniority definitions outlined in Article 13 of this Agreement.

Section 14.2 Officers that are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, officers who are still on the recall list shall be recalled, in their inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled officer

requiring additional training to meet the position requirements in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. The employer shall pay any training expenses that are a result of this requirement.

Section 14.3 Notice of recall shall be sent certified, return receipt requested, to the last known address of the laid off officer. The Employer shall be held harmless if the officer has failed to provide any changes of addresses to the Employer and fails to receive the notice due to an improper address.

Section 14.4 The recalled officer shall have seven (7) calendar days to notify the Employer of the officer's intention to return to work. The officer shall have up to fourteen (14) days to return to work, unless the Employer and the recalled officer otherwise agree upon a date.

ARTICLE 15 RESERVED

ARTICLE 16 WORK RULES – GENERAL ORDERS

Section 16.1 The Employer agrees that the rules and regulations or standard operating procedures of the City of Ontario Police Department shall be furnished to all bargaining unit officers in and may be in either written and/or electronic form.

Section 16.2 To the extent possible, the Employer agrees that amendments to the rules and regulations or standard operating procedures shall be provided to the Associate in either written and/or electronic form fourteen (14) days in advance of their implementation.

Section 16.3 The rules and regulations or standard operating procedures shall be applied consistently by the Employer and may not violate any provisions of this Agreement.

ARTICLE 17 PERFORMANCE EVALUATIONS

Section 17.1 An officer's signature is required on any performance evaluation. This signature shall only state that the officer has read the evaluation. No subsequent comments shall be added to the evaluation once signed by the officer and the Chief of Police or his/her designee.

Section 17.2 An officer may respond in writing to a performance evaluation prior to signing the evaluation, which will become part of the evaluation.

Section 17.3 When an officer has worked under the direction of more than one (1) supervisor during any evaluation period, the input of the primary supervisor shall be considered in the preparation of the performance evaluation.

Section 17.4 The results of any performance evaluation shall not be subject to the grievance procedure provided for in this agreement. An officer may, however, utilize the internal review procedure covering performance evaluations.

ARTICLE 18 JOB BIDDING AND SHIFT/DAY OFF TRADING

Section 18.1 When a vacancy or a newly created assignment occurs within the bargaining unit, excluding promotions, which the Chief of Police decides to fill, the following procedures shall be followed:

1. Job openings shall be posted on the bulletin board for five (5) work days and by any other means deemed appropriate by the Employer.
2. Each announcement, insofar as practicable, shall specify the title, nature of the job, the required qualifications, the deadline for the application and the method and place of application.
3. During the five (5) work day posting period, the officer wishing to apply for the vacant position, shall submit a written application to the appointing authority or designee.
4. It is understood that all actions are at the discretion of the Chief of Police. When a job is posted, the following procedure will be observed:

Attendance, discipline records, ability to interact with others, education, special training, skills, knowledge, and ability to perform the work will be the first consideration when awarding a job opening to an applicant. When the above factors are the same or similar between multiple applicants, in the judgment of the Chief of Police, then the officer with the greatest length of service in the City of Ontario Police Department employment will be given first preference to fill the opening.

Section 18.2 Subject to departmental staffing requirements, employees in the same classification or rank may be permitted to voluntarily trade work shifts, days off or partial shifts consisting of a minimum of one (1) hour and a maximum of four (4) hours in full hour increments at the beginning or end of an employee's shift within the same pay period.

Trading work shifts, days off, or partial shifts consisting of a minimum of one (1) hour and a maximum of four (4) hours in full hour increments at the beginning or end of a shift must be approved in advance of any voluntary trade by the Chief of Police or his

designee. No officers may trade with other officers for the purpose of achieving overtime. Trades shall be limited to no more than four (4) per pay period. A trade is defined as a switching of a consecutive block of time.

ARTICLE 19 CALL IN PAY/COURT OVERTIME

Section 19.1 “Call in” occurs when a supervisor specifically requests an officer return to work after completion of his/her regular schedule, but before he/she is scheduled to return to work. When an officer is called in, he/she shall be paid at one and one-half (1.5) times his/her regular rate of pay for time worked, but no less than two (2) hours.

This rate of pay shall not be applicable to:

1. Hours of work which about the end of an officer’s regular work shift, or pre-scheduled overtime assignment.
2. A call-in which occurs within thirty (30) minutes of the end of a shift or overtime assignment, although the officer will be paid his/her applicable hourly rate for the time between the end of his shift or assignment and the call-in
3. A call-in which begins two (2) hours or less prior to the beginning of an officer’s regular work shift.

Section 19.2 Court time shall be paid to any officer that is subpoenaed to report for court to testify while off duty, on matters arising from police business. For each court appearance, the affected officer shall be paid for actual time at the court, but not less than two (2) hours at the applicable overtime rate of pay. This rate of pay shall apply only once in any two (2) hour period.

ARTICLE 20 WORK HOURS AND OVERTIME

Section 20.1 This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purposes of promoting efficiency, improving services, or from establishing the work schedules of officers. This Article is not intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or week.

Section 20.2 The standard workweek for all full time officers covered by the terms of this Agreement shall be forty (40) hours. The workweek may be started on any day of the week as determined by the Chief of Police. For an early car assigned to the last day of a work week with overtime it shall begin at 11:01 p.m.

Section 20.3 Weekly overtime is defined as any hours worked in excess of forty (40) hours in one (1) week. Any time that is in excess of those just stated shall be compensated at one and one-half (1.5) times the regular rate of pay. Daily overtime is defined as any hours worked in addition to those hours scheduled in a normal work day. The forty (40) hours per week will include actual work time, approved vacation leave, approved personal day, holidays, bereavement leave, or approved sick leave for bereavement time only, to be computed when an officer becomes eligible for overtime status in that work week.

Section 20.4 The Employer or his/her designee shall rotate the overtime opportunities, according to seniority. An overtime roster list will be created by the Employer with the name of most senior officer at the top of the list followed by the names of all the officers in the division, with the name of the least senior officer in the division at the bottom of the list.

The Employer shall maintain this overtime roster list so that the employees on the roster will rotate, moving upward on the list as overtime assignments are filled. When an overtime opportunity is assigned to the officer at the top of the roster, the officer will then rotate to the bottom of the list. Officers will remain in the rotation, moving upward unless they volunteer for available overtime. Errors in the distribution of hours shall be corrected at the earliest opportunity for overtime to be assigned. The overtime roster list shall be re-started, by seniority at the beginning of every calendar year.

Section 20.5 If the Employer or his/her designee has exhausted the list of potential employees who can fill overtime opportunities, the Chief of Police or his/her designee may order-in employees by mandatory assignment, excluding those employees on days off, vacation, personal days, scheduled off holidays or sick leave. Mandatory overtime assignments shall be made by inverse order of seniority, using a separate roster list for order-ins as described in Section 20.4. If the need is greater than the available staffing, then the Chief of Police or his/her designee may utilize employees on days off, then on other time off as the last resort. The overtime roster list shall be re-started, by seniority at the beginning of every calendar year.

Section 20.6 Throughout this entire Agreement, there shall be no pyramiding of time or compounding of overtime of premium payments.

Section 20.7 Except in the cases of an emergency, officers will not normally be required to work more than twelve (12) consecutive hours in any twenty-four (24) hour period nor will they volunteer to work more than twelve (12) consecutive hours in any twenty-four (24) hour period.

Section 20.8 Any officer who shows up for work at his/her scheduled starting time on any regularly scheduled day, or for previously scheduled overtime shall receive a minimum of four (4) hours pay, at the applicable rate, for each such incident where the City cannot provide work for the officer.

Section 20.9 No officer shall be ordered to work to fill a vacancy when the said vacancy abuts the officer's scheduled day off, personal day off, vacation, sick leave, or scheduled holiday unless there exists an emergency situation. For purposes of this section, days off begin at the time the officer has finished his/her last scheduled workday in a given work week, and ends when the officer reports back for duty on his/her next scheduled workday, but shall also include time away from work between consecutive work weeks.

Section 20.10 The Employer still retains the right to reschedule the early car to avoid the down time between the end of the scheduled shift and the start time of the ordered in time to also avoid the overtime. No officer will be ordered to work overtime unless the time abuts their schedule, unless an emergency necessitates otherwise.

ARTICLE 21 JURY DUTY

Section 21.1 Any officer who is summoned for jury duty shall be granted leave with full pay for the day(s) the officer is actually performing jury duty either as a juror or an alternate. An officer shall provide the Employer with a copy of the jury duty summons when requesting such leave. Leave shall be limited to the date(s) of appearance noted on such summons. The Employer shall be notified immediately upon completion of the jury duty obligation.

Section 21.2 Any compensation or reimbursement for jury duty shall be remitted to the Employer. If the officer is released early from his/her jury duty obligation, the officer shall report to work in order to complete his/her assigned shift, provided that three (3) or more hours remain in such shift.

ARTICLE 22 UNIFORMS/EQUIPMENT

Section 22.1 The City of Ontario Police Department shall provide three (3) uniforms including all necessary and issued equipment, except shoes, upon hire to all officers covered under this Agreement. Any items of uniform issue that become worn out or unserviceable shall be replaced at no cost to the officer by the City of Ontario. The Chief of Police or his designee may require a piece of uniform equipment be replaced at any time that the item is considered worn out or unserviceable.

Section 22.2 If a newly hired officer leaves the City of Ontario within his/her first twelve (12) months of service, the uniform costs shall be reimbursed to the City of Ontario by withholding the uniform costs from the final check of the separated officer.

Section 22.3 The Employer shall repair or replace personal property, including eyewear, wristwatches, dentures or footwear damaged in the line of duty as long as the damage is not due to the officer's negligence, to their original condition.

Section 22.4 Any restitution that results from a court ordered restitution for uniform equipment items or personal property items as defined herein that have been repaired or replaced at the City’s expense, shall be turned over to the City of Ontario through the Police Department chain of command.

Section 22.5 The City of Ontario shall provide four hundred dollars (\$400.00) for replacement and maintenance of items that are not covered in section 22.1 above but are necessary for the function of the police services provided by patrol officers. Payment of said money shall be in January of each calendar year.

**ARTICLE 23
PAYROLL**

Section 23.1 Officers shall be paid on every other Thursday for a two (2) week period. If a holiday falls on a Thursday that is a scheduled payday, then the paychecks shall be distributed on the Wednesday prior to the holiday.

**ARTICLE 24
LONGEVITY PAYMENT**

Section 24.1 All officers will be awarded longevity payments based on continuous years of service with the City of Ontario at the following rates:

3 years	\$250.00		17 years	\$1,160.00
4 years	\$315.00		18 years	\$1,225.00
5 years	\$380.00		19 years	\$1,290.00
6 years	\$445.00		20 years	\$1,355.00
7 years	\$510.00		21 years	\$1,420.00
8 years	\$575.00		22 years	\$1,485.00
9 years	\$640.00		23 years	\$1,550.00
10 years	\$705.00		24 years	\$1,615.00
11 years	\$770.00		25 years	\$1,680.00
12 years	\$835.00		26 years	\$1,745.00
13 years	\$900.00		27 years	\$1,810.00
14 years	\$965.00		28 years	\$1,875.00
15 years	\$1,030.00		29 years	\$1,940.00
16 years	\$1,095.00		30 years	\$2,005.00

**ARTICLE 25
HOLIDAYS**

Section 25.1 The following are designated paid holidays:

New Years Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day in July
Labor Day	First Monday in September
Veterans' Day	Eleventh day in November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	Twenty-fourth day in December
Christmas	Twenty-fifth day in December

Section 25.2 If an officer is on paid medical leave for a period of two (2) weeks or more with a signed document from a doctor, the officer will be entitled to the holiday.

Section 25.3 Officers who have to work any of the above holidays shall receive one and one-half (1.5) times the officers regular straight time hourly rate for all hours worked. In addition, he/she shall receive eight (8) hours of holiday pay, or a day off within three hundred sixty-five (365) days at the officer's option on a day approved by the Chief of Police or his designee. To qualify for the holiday, the officer must work the last full scheduled workday prior to the holiday and the first full scheduled workday after the holiday to receive this benefit unless the officer works his/her regular scheduled shift on the holiday. If an officer calls in sick on the holiday, he/she will be charged sick leave time and will not receive the holiday time for that holiday.

Additionally, any officer who is ordered in to work more than 8 hours on a holiday shall be paid two (2) times his regular rate of pay for all hours held over and/or ordered-in that are in excess of 8 hours.

Section 25.4 Officers who are scheduled off on any of the above holidays shall receive eight (8) hours of holiday pay, or another day off at another time within three hundred sixty-five (365) days of earning the holiday time with the approval of the Chief of Police or his designee. The taking of the holiday at a later time shall be documented on a time off or leave request form provided by the City. To qualify for the holiday, the officer must work the last full scheduled workday prior to the holiday and the first full scheduled workday after the holiday to receive this benefit. If an officer calls in sick on the holiday, he/she will be charged sick leave time and will not receive the holiday time for that holiday.

Section 25.5 Time off for holiday time earned will not be allowed if overtime is created by an officer taking the holiday time off. If the officer's holiday time off is approved and overtime is created by another situation after the approval of the holiday time off, the holiday time off will not be canceled unless the officer requests it to be canceled.

If holiday time off is taken in conjunction with personal leave and/or vacation leave and a block of five (5) or more consecutive days results, that block of time shall be treated as if it were a block of vacation time under Section 30.5 herein.

Section 25.6 Holiday time may be approved by the Chief of Police or his designee as soon as five (5) days prior to or up to the start of the leave, as long as the request for the time addressed does not create overtime and the minimum staffing on the shift is not affected. As listed in Article 3, shift minimum staffing is set by the Chief of Police and may be changed to meet operational needs.

Section 25.7 Holiday time off as described in this article may be used in conjunction with vacation time. However, in the event that an officer cannot take off for any of the holidays listed in this article and as permitted by this article (whether or not in conjunction with vacation time), they shall not lose the holiday. The officer will be paid the holiday pay at the end of the three hundred sixty-five (365) day period.

ARTICLE 26 SICK LEAVE

Section 26.1 For each pay period, the officer shall earn four and six-tenths hours (4.6) of sick leave as long as the officer has at least eighty (80) hours in active pay status. If the officer has less than eighty (80) hours in active pay status, the officer shall earn sick leave on a prorated basis. The amount of sick leave that an officer may earn is unlimited. Officers absent on sick leave shall be paid at his/her current rate of pay. Officers may receive sick leave credit from prior public service as it is defined in Ohio Revised Code §124.38 upon request to the City, provided such request is in compliance with the City of Ontario's requirements. If an employee with such prior service has received a payout from his or her previous public employer for accrued but unused sick leave hours, no sick leave credit will be given to the employee by the City for such prior service.

Section 26.2 Officers shall be entitled to use sick leave accumulated or credited pursuant to Section 26.1 above while in the employment of the City of Ontario. Sick leave shall be used in no less than fifteen (15) minute (1/4 hour) increments.

Section 26.3 Sick leave may be used for any of the following conditions:

1. Illness or injury of the officer or illness, injury, or death within his/her immediate family where the officer's presence is reasonably necessary.
2. Exposure of the officer or a member of his/her immediate family to a contagious disease that would have the potential of jeopardizing the health of the officer or others.
3. Medical, dental, or optical examinations or treatment of the officer or the officer's immediate family where the officer's presence is reasonably necessary.
4. Childbirth, and/or related medical conditions.
5. Injury of the officer after the "Occupational Injury Leave" has expired

Section 26.4 For the purpose of this article, immediate family shall include: spouse or domestic partner, child, step-child, domestic partner's child, brother, sister, grandparent, grandchild, mother, stepmother, mother-in-law, father, stepfather, father-in-law.

As used in this article domestic partner is defined as anyone who resides with an employee for at least a consecutive six (6) month period, living as a partner/spouse and contributes to the household.

Section 26.5 Officers requesting sick leave shall report the absence to the dispatcher or supervisor no later than one (1) hour prior to the time he/she is scheduled to report to work, unless other arrangements have been made with the supervisor.

Section 26.6 Any officer that submits a false excuse for sick leave shall receive disciplinary action. The Employer maintains the right to investigate any officer absences.

Section 26.7 Any officer that is on sick leave for three (3) consecutive workdays must submit a statement from a licensed physician concerning their illness, or for the illness of those being cared for. Days off which abut sick days off are to be counted as consecutive. (Example: Off sick on Monday, with Tuesday and Wednesday days off, sick Thursday and Friday count as 3 consecutive days.)

Officers using sick leave for the purpose of seeing a doctor shall be requested to submit a statement from that doctor regarding the visit.

Section 26.8 Any officer that has seven (7) occurrences of sick leave in rolling twelve (12) month period (starting with the first occurrence) and/or three (3) occurrences of sick leave abutting other time off including days off, shall be required to submit a statement from a doctor for every subsequent use of sick leave for the remainder of that affected time period. Use of sick leave, wherein a doctor's statement is provided or where the use of sick leave qualifies under the FMLA, the sick leave shall not be considered as an occurrence.

Section 26.9 The Employer may order the officer to submit to a physical or psychological examination when there is reason to believe that the officer may not be fit for duty.

Section 26.10 In the event that an officer retires from active service with the City of Ontario, the officer may elect to receive payment in cash at his/her hourly rate on the date of retirement at sixty percent (60%) of his/her accrued but unused sick leave. Retirement shall mean actual receipt of retirement (service or disability) from an Ohio Retirement System.

No person shall be eligible to receive payment of any sick leave at retirement who does not provide written notice to the Mayor of his/her intention to retire at least thirty days (30) before their date of retirement.

Section 26.11 Any officer who becomes disabled while employed with the City of Ontario, shall be paid out any unused portions of sick leave earned in accordance with Section 26.11, as if he/she had retired, for the purposes of this Article only.

Section 26.12 If an employee does not use any sick leave during the first six (6) calendar months of each year, the employee shall earn eight (8) hours of Personal Leave, credited to the employee on July 1st. If an employee does not use any sick leave during the second six (6) months of each calendar year, the employee shall earn eight (8) hours of Personal Leave credited on January 1st of the following year. Any Personal Leave that is earned during each six (6) calendar month period shall be used in accordance with Article 27.

Section 26.13 Officers that need to attend to a family emergency such as a death or serious illness or injury of a family member that does not meet those reasons identified in Section 26.4 may be granted sick leave on a case by case basis with the prior approval of the Chief of Police.

Section 26.14 Any employee on any form of paid or unpaid leave, excluding approved vacation, which is five (5) days or more and who does not have on file with the Employer a statement from the employee's physician stating a specific date of return to work, or at any time after that stated return to work date in the event the employee remains off work, shall contact the Chief of Police once per calendar week to update their leave status.

Section 26.15 Any employee receiving pay for sick leave as a benefit from the City and who is unable to perform their duty shall be subject to discipline pursuant to Article 10 of this Agreement in the event that the employee engages in conduct inconsistent with the reason for sick leave during their assigned duty hours.

Section 26.16 An employee may voluntarily donate hours of his/her sick leave to an employee who has exhausted his/her paid leave, personal days and vacation hours and continues to qualify for paid sick leave. A donation of sick leave will be deducted from the donating officer's accumulated sick leave hours, but will not be counted as an absence. Employees who voluntarily donate sick leave may not deplete their sick leave balance below one hundred sixty (160) hours of accrued sick leave.

ARTICLE 27 PERSONAL LEAVE

Section 27.1 Each regular full time officer shall be entitled to twenty four (24) hours of personal leave with pay, during each calendar year of employment, commencing on January 1, of each contract year. For officers that are hired after the first of January, during that calendar year, the officer shall earn eight (8) hours of personal leave for each four (4) month period of employment.

Section 27.2 Personal leave shall be scheduled with the Chief of Police or his designee and used in the year in which it was earned. Any personal leave not used in the year it was earned, will be lost. The Chief of Police may allow for up to eight (8) hours of personal leave to be paid if it cannot be scheduled in a timely fashion, based on the operational needs of the department. Personal leave shall be used in one (1) hour increments.

Section 27.3 Personal leave may be approved by the Chief of Police or his designee as soon as five (5) days prior to, or up to the start of the leave, as long as the request for the time addressed does not create overtime except as permitted in Section 30.5 and the minimum staffing on the shift is not affected. As listed in Article 3, shift minimum staffing is set by the Chief of Police and may be changed to meet operational needs.

Section 27.4 Personal leave may be taken in conjunction with vacation time, with approval by the Chief of Police or his designee.

Section 27.5 Regular full-time officers will be able to earn an additional eight (8) hours of personal leave by voluntarily participating in a good health and physical fitness initiative as described in this section. By offering this incentive program, the City wishes to promote good physical health.

Officers will not be required nor mandated to participate in this initiative which is completely voluntary. This incentive is not correlated to any fitness for duty and will not be used in the promotional process. New hires are permitted to take the test if they are employed at the time the test is administered, otherwise they will have to wait until the test is administered the following calendar year.

Successful passage of the physical fitness testing shall result in the officer earning an additional eight (8) hours of personal time that shall be used and requested in the same manner as prescribed for personal leave in this article. Failure of the physical fitness

testing shall not result in any form of discipline, and the officer will not earn the additional hours of personal leave.

The physical fitness testing will be administered once per calendar year at a time determined by the Chief of Police. Officers are permitted one chance to take and complete the test; there will be no re-takes. An effort will be made to schedule the annual testing in the spring, taking weather into account for any tests that are to be administered outdoors.

The parties agree to use the “OPOTA Basic Training Program Physical Fitness” program, also known as the “Cooper Standards”. Those standards, as they existed on November 16, 2016 are incorporated by reference and are listed below.

	MALES	FEMALES
	UNDER AGE 29	UNDER AGE 29
EXERCISE		
Sit-ups (1 min.)	40	35
Push-ups (1 min.)	33	18
1.5 mile run	11:58	14:15
	MALES AGE 30-39	FEMALES AGE 30-39
Sit-ups (1 min.)	36	27
Push-ups (1 min.)	27	14
1.5 mile run	12:25	15:14
	MALES AGE 40-49	FEMALES AGE 40-49
Sit-ups (1 min.)	31	22
Push-ups (1 min.)	21	11
1.5 mile run	13:05	16:13
	MALES AGE 50-59	FEMALES AGE 50-59
Sit-ups (1 min.)	26	17
Push-ups (1 min.)	15	13
1.5 mile run	14:33	18:05
	MALES AGE 60+	FEMALES AGE 60+
Sit-ups (1 min.)	16	6
Push-ups (1 min.)	3	1
1.5 mile run	18:00	25:15

ARTICLE 28 EXPENSE REIMBURSEMENT

Section 28.1 When an officer is on department business or training and overnight lodging is required, the officer will be reimbursed for food and lodging with prior approval from the Employer and submission of a requisition. Reimbursement rates shall be in accordance with current City policy.

ARTICLE 29 EMERGENCY RELIEF

Section 29.1 In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Mayor and/or the Safety/Service Director, the Chief of Police, the Federal or State Legislature, or the Sheriff of Richland County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended:

1. Time limits for the Employer or the Union on replies on grievances
2. Selected work rules and/or agreements and practices relating to the assignment of officers

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Agreement, and proceed from the point they had been suspended due to the emergency.

ARTICLE 30 VACATIONS

Section 30.1

A. Newly Hired Officers

Newly hired fulltime officers are entitled to vacation with pay after one (1) year of service with the City of Ontario. No newly hired officer is entitled to use vacation leave until he/she has completed one (1) year of service with the City of Ontario.

B. Laterally Transferred Officers

Newly hired fulltime officers who have transferred laterally from fulltime employment with another law enforcement agency shall be entitled to eighty (80) hours of vacation with pay that can be used during their first year of employment with the City of Ontario. At the completion of their first year of service they shall be entitled to vacation according to the schedule below in Section 30.2 based on their total of completed years of fulltime service as a law enforcement officer. No credit will be given for partial years of fulltime service. [For example: an officer hired laterally with 7 years of prior service as defined in

this section shall, after his first year of service be entitled to vacation accrual in the “over 6 years” tier. Additionally, for example an officer hired laterally with 7 years and 9 months of fulltime service will be credited as if he had only 7 years of fulltime service]

Section 30.2 Vacation shall be accumulated according to the following schedule:

Years of Continuous Service with the City of Ontario	Hours of Vacation Earned Annually
Over 1 year	80 hours
Over 6 years	120 hours
Over 11 years	128 hours
Over 12 years	136 hours
Over 13 years	144 hours
Over 14 years	152 hours
Over 15 years	160 hours
Over 16 years	168 hours
Over 18 years	176 hours
Over 20 years	184 hours
Over 22 years	192 hours
Over 24 years	200 hours

Officers who are on non-active pay status shall not accrue vacation during that time.

Section 30.3 Except as provided above as it relates to lateral transfers, a year of service, for purposes of vacation, shall be computed from the officer’s most recent full-time hire date with the City of Ontario. Except as provided above as it relates to lateral transfers officers hired prior to July 5, 1987, shall be entitled after one (1) year of service, with the City of Ontario, to credit for years of service with the state, county, township, or other municipality towards his/her years of service for vacation purposes only.

Section 30.4 All vacations must be taken within one (1) year of the date earned.

Section 30.5 Earned vacation shall be taken in increments of at least five (5) days, unless fewer days can be scheduled without creating foreseeable overtime. Any five (5) day requests take precedent over a request for fewer days.

When officers are working a rolling “6 on and 2 off” schedule they will be permitted to add a personal day or holiday time day off to the five (5) consecutive days in order to be able to take six (6) consecutive days off. The personal day or holiday time off that is added in this instance will be treated as an extension of vacation time.

Section 30.6 All officers who wish to secure vacation leave during the calendar year shall submit to the Chief of Police or his designee between January 1st and March 1st of each year, a written request for vacation on specific dates. The Chief of Police or his designee shall, by April 1st, issue a vacation schedule giving preference as to the dates

requested on the basis of seniority. After March 1st, vacation requests will be permitted on the first request submitted.

Section 30.7 Vacation time should not be used in less than one (1) hour increments.

Section 30.8 Officers are entitled to compensation at his/her current rate of pay for any unused but earned vacation accrual at the time of separation from the agency, provided the officer has first completed his/her probationary period. In the event of the death of an officer, the unused vacation time shall be paid to his/her estate.

Section 30.9 Day at a time or less vacation requests may be approved by the Chief of Police or his designee as soon as five (5) days prior to, or up to the start of the leave, as long as the request for the time addressed does not create overtime and the minimum staffing on the shift is not affected. As listed in Article 3, shift minimum staffing is set by the Chief of Police and may be changed to meet operational needs. Vacation requests shall require seven (7) days notice unless approved by the Chief or his designee.

ARTICLE 31 HEALTH AND SAFETY

Section 31.1 Occupational health and safety is the mutual concern of the Employer, the Union, and the officers. The Union will cooperate with the Employer in promoting officers to observe safety rules and regulations.

Section 31.2 All officers are responsible for notifying the Employer of any equipment or conditions that the officer believes to be unsafe. An officer shall not be disciplined for not operating equipment that has been deemed unsafe and reported to the Employer.

Section 31.3 Basic first aid training, CPR training and necessary equipment shall be provided by the Employer.

ARTICLE 32 TRAINING

Section 32.1 The Employer and Union agree that in order to maintain an efficient and professional work force within the City of Ontario Police Department, the Employer will continue to maintain a training program for its officers.

Section 32.2 The Employer shall pay for all required training and pre-approved costs for training. The Employer shall supply travel to and from training, or mileage reimbursements may be utilized using the amount set by the Internal Revenue Service.

ARTICLE 33 SHIFT DIFFERENTIAL

Section 33.1 Except between the hours of 8:00 a.m. and 4:00 p.m. a shift differential of one dollar (\$1.00) shall be paid to officers for each hour worked.

Early car officers who work the 1st and 3rd watches shall be paid shift differential for all eight (8) hours of their regularly scheduled shift. Early car officers who work 2nd watch shall not be paid any shift differential for any hours of their regularly scheduled shift.

ARTICLE 34 BREAKS AND MEAL PERIODS

Section 34.1 Each officer shall be granted a meal period of thirty (30) minutes during each eight (8) hour workday schedule. The meal period shall be considered part of their standard workday schedule. Officers shall be considered on duty and on call during the meal period.

Section 34.2 Officers will be permitted a fifteen (15) minute rest period for each four (4) hour period of the normal work schedule. Officers shall be considered on duty and on call during the rest period. The rest period shall be considered as part of the standard workday schedule.

Section 34.3 Meal and one break period can be combined. No breaks or meal period shall be taken in the first or last hour of their shift.

Section 34.4 Officers who reside in or within one (1) mile of the City of Ontario may take their meal period at their residence.

ARTICLE 35 MILITARY LEAVE

Military leave shall be granted and applied pursuant to applicable state and federal laws.

ARTICLE 36 NO STRIKE-NO LOCKOUT

Section 36.1 The Union and its members agree that neither its officers, agents, nor representatives will authorize, instigate, cause, aid, or condone any strike or work stoppage. When the Employer notifies the Union that any officer covered by this agreement is involved in any of the above activities, the Union shall take prompt action to end such activity. The Employer agrees that neither the Chief of Police, his officers, agents, nor representatives will authorize, instigate, aid, or condone any lockout of any bargaining unit members provided they are not in violation of this section.

**ARTICLE 37
FAMILY MEDICAL LEAVE**

Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) work weeks during a twelve (12) month period in accordance with the Family Leave Policy of the City of Ontario.

**ARTICLE 38
WAGES**

Section 38.1 Effective on January 1 in each year of this Agreement all officers governed by this Agreement shall receive wages at the rate set forth in the wage scales below. All newly hired officers shall be paid at the Step A rate of pay.

Newly hired officers who have laterally transferred from fulltime service with another law enforcement agency shall be placed in and paid commensurate with the wage step one "level" lower than the number of years of service at that agency. After six (6) months of employment with the Ontario Police Department, laterally transferred officers shall move to and be paid commensurate with the wage step based on their total years of fulltime law enforcement service. [For example: an officer hired laterally with 7 (or more) years of prior service shall be placed in wage Step E upon hire (even though he qualifies for wage Step F). After his first six (6) months of service with Ontario Police Department he shall be placed in Step F.]

A. POLICE OFFICER

		Step A 0-12 months	Step B 12-24 Months	Step C 24-36 months	Step D 36-48 months	Step E 48-60 Months	Step F 60+ Months
Eff. 1-1-16	(85¢)	\$19.79	\$22.47	\$23.15	\$23.78	\$24.42	\$25.44
Eff. 1-1-17	(2.5%)	\$20.28	\$23.03	\$23.73	\$24.37	\$25.03	\$26.08
Eff. 1-1-18	(2.0%)	\$20.69	\$23.49	\$24.20	\$24.86	\$25.53	\$26.60
Eff. 1-1-19	(1.5%)	\$21.00	\$23.84	\$24.56	\$25.23	\$25.91	\$27.00

Annual Wages are based on 2080 hours times the above rates of pay for full time officers.

B. SERGEANT

C. LIEUTENANT

**Sergeant Wage is 9% above
Top Step Police Officer Wage
(as reflected below)**

**Lieutenant Wage is 9% above
Sergeant Wage
(as reflected below)**

Eff. 1-1-16	\$27.73		Eff. 1-1-16	\$30.23
Eff. 1-1-17	\$28.43		Eff. 1-1-17	\$30.99
Eff. 1-1-18	\$28.99		Eff. 1-1-18	\$31.60
Eff. 1-1-19	\$29.43		Eff. 1-1-19	\$32.08

Annual Wages are based on 2080 hours times the above rates of pay for full time officers.

Section 38.2 Officers required to work and substantially perform the job duties of a higher classification on a shift basis shall be paid at the higher rate of pay for the time they are required to perform the job duties of the higher classification. An officer acting as a Watch Commander will be paid at Sergeant’s pay.

Section 38.3 Officers may be assigned by the Chief of Police to extra duty or duties and once assigned shall receive achievement pay in addition to their normal rate of pay as indicated below:

Extra Duty Assigned by the Chief	Rate of Achievement Pay
SWAT Team Member	25¢ per hour for all hours in active pay status (meaning available for call out)
Hostage/Crisis Negotiator	25¢ per hour for all hours in active pay status (meaning available for call out)
Detective	25¢ per hour for all hours actually worked as a detective in active pay status (meaning available for call out)
Evidence Technician	25¢ per hour for all hours in active pay status (meaning available for call out) after achieving his/her Master Evidence Technician Certificate
Accreditation Manager	50¢ per hour for all hours in active pay status
Field Training Officer (FTO)	50¢ per hour for hours actually worked in as an FTO

Section 38.4 Exceptions to being in active pay status and available for call outs would be: vacations, sick leave, bereavement leave, or occupational injury leave.

When computing any overtime for any officers who receive achievement pay, the amount of achievement pay shall be included in the employee’s rate of pay before computing the overtime rate of pay.

Section 38.5 Officers who are assigned as SWAT Team members, Hostage/Crisis Negotiator, Evidence Technician or Detective will carry a departmental pager and/or cell phone and reply in a reasonable time to the page or call. Even if the employee is out of the area, he/she has to return the page or call so as not to be counted as an unexcused failure to reply. Two un-excused failures to reply or respond to pages or phone calls for call outs in a six (6) month period will result in the employee losing his/her achievement pay for one (1) year from the second (2nd) failure to reply or respond.

Section 38.6 No officer may receive more than two (2) Achievement Pays, as they are listed in the chart in Section 38.3 at any one time except for FTO pay.

**ARTICLE 39
INSURANCE**

Section 39.1 The employer shall provide medical insurance that includes dental, vision and prescription coverage to all bargaining unit members in the same manner as provided to other City of Ontario employees. The employer shall choose the insurance carrier.

The City reserves the right to request a contract re-opener pursuant to Ohio Revised Code §4117 for the sole purpose of re-negotiating the health insurance plan design.

During the term of this Agreement officers who elect to take health insurance coverage through the City of Ontario shall share in the premium cost as follows below:

	Employee	Employer
January 1, 2017	6%	94%
January 1, 2018	8%	92%
January 1, 2019	10%	90%

Employees will pay their share of the health insurance premium through biweekly payroll deduction.

Annual deductibles will remain at two thousand dollars (\$2,000.00) for Family Plan and at one thousand dollars (\$1,000.00) for Single Plan.

Section 39.2 The Employer agrees to pay the Employer’s share of premiums for Workers Compensation coverage during employment.

Section 39.3 Each full-time officer that is employed by the City of Ontario Police Department will receive insurance covering life, accidental death and dismemberment in the amount of twenty thousand (\$20,000) dollars with all premiums paid by the City of Ontario.

Section 39.4 The Employer agrees to furnish liability insurance to all officers of the Ontario Police Department covered under this agreement. The minimum coverage shall be two million (\$2,000,000) dollars aggregate with all premiums paid by the City of Ontario.

Section 39.5 Any officer that wishes to opt out of the City of Ontario insurance plan that is described in Section 39.1, and has health care coverage elsewhere may, in writing by January 15th each year, submit a written request to opt out of this health care plan. Each year that an officer opts-out of the City's health insurance plan he shall be paid no less than six thousand dollars (\$6,000.00) per year for family coverage and no less than four thousand dollars (\$4,000.00) for single coverage or the same amount as is paid to those City employees covered by the municipal wage ordinance. Payment of said opt-out compensation shall be made quarterly in equal installments. If an officer begins employment or ends employment during the year and has elected to opt out of the medical insurance program, the officer shall be paid at a pro-rated rate based on the days employed with the City of Ontario.

Section 39.6 All officers shall be entitled to their rights under C.O.B.R.A.

ARTICLE 40 TUITION REIMBURSEMENT

Section 40.1 Each non-probationary officer shall be entitled to reimbursement for tuition paid for courses of instruction taken at the officer's initiative and on their own time if all of the following conditions are met:

1. Courses must be directly related to the officer's current position or to the next highest position in the normal career path for advancement.
2. Regular or emergency work requirements take precedent over class schedule.
3. The maximum tuition reimbursement shall be One Thousand Dollars (\$1,000.00) per calendar year per officer.
4. Reimbursement for tuition is conditional upon successful completion of the course with a grade of at least a "C" or "pass" if pass/fail grading system is used.
5. A certificate of completion or other evidence of successful completion along with a bill for the tuition must be submitted prior to reimbursement.
6. All courses must be from an accredited institution.

7. Reimbursement is limited to tuition. No reimbursement will be made for travel, meals, housing, or extra-curricular activities.
8. Any officer leaving City employment within two (2) years after the date of reimbursement shall be required to repay the entire amount of tuition paid under this provision to the City. Such reimbursement may be accomplished by withholding from the officer's pay.
9. The employee must advise the Chief of Police of the class to be taken and the employee's intention to seek tuition reimbursement prior to beginning the class.

ARTICLE 41 BEREAVEMENT LEAVE

Section 41.1 Paid leave for death in the immediate family shall be five (5) days per occurrence. Proof of death and relationship to the deceased may be requested. The immediate family, in this section, is defined as: the officer's spouse, child, stepchild, brothers, sisters, grandparents, grandchild, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, father, stepfather, father-in-law, mother, stepmother, mother-in-law, or a person who stands in the place of a guardian.

Section 41.2 If bereavement leave in excess of five (5) days is approved by the Chief or his designee, it shall be charged to the accrued sick leave. Bereavement in excess of five (5) days not charged to accrued sick leave will be counted as approved leave without pay upon approval of the Chief or his designee.

Section 41.3 In unusual situations involving the death of a relative not covered under Section 41.1, the Chief or his designee is authorized to permit the use of vacation days, holiday time or personal leave and the use of this leave shall not be subject to the no-overtime restrictions.

ARTICLE 42 OCCUPATIONAL INJURY LEAVE

Section 42.1 Any officer that is injured while on duty and acting within the scope of his/her duty including special duty shall be entitled to receive his/her full pay during such period of disability, for a period up to ninety (90) calendar days from the date of the injury, without using accumulated sick leave.

The following conditions will apply to injury leave:

1. The officer must file a Workers Compensation claim and the claim must be compensable to qualify for injury leave.

2. The officer must submit a statement from a physician that shall include a diagnosis and an estimate of recovery to justify the use of injury leave.
3. If the Employer disputes the injury leave request, the officer shall submit himself to a physical examination conducted by a doctor chosen and paid for by the Employer.
4. If the Employer's physician disagrees with the officer's doctor, the parties will wait until the Industrial Commission decides the Workers Compensation claim. If the claim is allowed, the officer will be paid his/her injury leave. On the issue of the injury leave, the decision of the Industrial Commission on the officer's Workers Compensation claim will be determinative.
5. Physical injury for purposes of this section shall be defined as any injury compensated under the Workers Compensation laws of the State of Ohio.

Section 42.2 The Employer may grant additional injury leave on a case by case basis not to exceed an additional ninety (90) days.

Section 42.3 Any money received by the officer for Workers Compensation shall be remitted to the City during such time the officer is receiving pay under this section.

Section 42.4 The City may provide for transitional duty in cases where the officer is unable to perform his assigned job, and in cases where the officer's physician approves the transitional duty. The decision to provide transitional duty shall be at the sole discretion of the Employer.

ARTICLE 43 DRUG AND ALCOHOL POLICY

Section 43.1 Purpose

That it is the policy of the City of Ontario (hereinafter City) that its officers be free of substance and alcohol abuse. Consequently, the use of illegal drugs by officers is prohibited. Further, officers shall not use alcohol in violation of this policy or engage in "prohibited conduct" as defined herein. The overall goal of this policy is to ensure a drug and alcohol-free work environment and to reduce accidents, injuries, and fatalities. The term officers as used in this policy shall mean all full-time City officers including all holders of Commercial Drivers' Licenses.

Section 43.2 Consequences of Policy Violation

That any officer who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.

Section 43.3 Prohibited Conduct

(A) That the following shall be considered “prohibited conduct” for purposes of this policy:

1. No officer shall report for duty or remain on duty while having a breath alcohol concentration of .04 or greater. (BAC)
2. No officer shall be on duty or operate a commercial motor vehicle while the officer possesses alcohol unless the alcohol is seized as evidence or contraband.
3. No officer shall use alcohol while performing safety-sensitive functions.
4. No officer shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. No officer required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. No officer shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
7. No officer shall report for duty or remain on duty when the officer uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the officer that the substance does not adversely affect the officer’s ability to operate a commercial motor vehicle.

(B) If an officer engages in prohibited conduct, the officer shall be immediately removed from service. The City may, in its discretion, at the request of the officer keep the officer’s position open while such officer attempts to become re-qualified. The City may also take action against the officer up to and including termination.

Safety-sensitive functions include:

1. Operating a commercial motor vehicle. (CMV)
2. All time inspecting, servicing or conditioning any CMV.
3. All time loading or unloading a CMV, including supervising, assisting, attending or giving receiving receipts.
4. All time on public property or any other property waiting to be dispatched.

5. All time spent by the driver performing functions relating to accidents.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled CMV.

Section 43.4 Refusal to Test

That refusal to submit to the types of drug and alcohol tests employed by the City will be grounds for refusal to hire officers and to terminate employment of existing officers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. A delay in providing a urine, breath or saliva specimen could be considered a refusal. If an officer cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the City's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that circumstance the officer has violated one of the prohibitions of the regulations.

Section 43.5 Types of Tests

That pursuant to regulations promulgated by the Department of Transportation (DOT), the City has implemented six circumstances for drug and alcohol testing:

1. pre-employment (drug testing only)
2. post-accident testing
3. random testing
4. reasonable suspicion testing
5. return-to-duty testing
6. follow-up testing.

Section 43.6 Pre-Employment Testing

That all applicants for all full-time employment positions must submit to urine drug tests. An officer is not required to submit to a urine drug test if (1) the City can verify that the officer has participated in a valid drug testing program within the preceding thirty (30) days; (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the officer violated any part of the regulations within the last six months.

Section 43.7 Random Testing

- (A) That the Mayor will conduct random drug and alcohol testing. The City or its agents will submit all officers' names to a random selection system. The random selection system provides an equal chance for each officer to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The City will drug test, at a minimum, fifty percent (50%) of the average number of officer positions in each calendar year or at a rate

established by the Department of Transportation for the given year. The City will select, at a minimum, twenty-five percent (25%) of the average number of officer positions in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in drivers being selected in successive selections or more than once a calendar year. Alternatively, some officers may not be selected in a calendar year.

- (B) That if an officer is selected at random for either drug or alcohol testing a City official will notify the officer. Once notified, every action the officer takes must lead to a collection. If the officer engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

Section 43.8 Post-Accident Testing

- (A) That the officer must submit to drug and alcohol testing any time he or she is involved in an accident where (1) a fatality is involved; or (2) the officer receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs “disabling damage” (i.e., must be towed away). Following any accident, the officer must contact the City as soon as possible. The officer has been presented with an information card setting forth certain instructions for post-accident drug and alcohol testing. The officer shall follow the instructions contained on the information card as well as any additional instructions from the City or its representatives.
- (B) That anytime a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.
- (C) That in the event that federal, state or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section provided the tests conform to applicable federal, state or local requirements. The City may request testing documentation from such agencies, and may ask the officer to sign a release allowing the City to obtain such test results.
- (D) That in the event an officer is so seriously injured that the officer cannot provide a sample of urine, breath or saliva at the time of the accident, the officer may provide necessary authorization for the City to obtain hospital records or other documents that may indicate the presence of controlled substances or alcohol in the officer’s system at the time of the accident.

Section 43.9 Reasonable Suspicion Testing

That reasonable suspicion for requiring an officer to submit to drug and/or alcohol testing shall be deemed to exist when an officer manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such officer conduct must be witnessed by at least one trained supervisor. Should a supervisor observe such symptoms or reaction, the officer must submit to testing.

Section 43.10. Substance Abuse Evaluation, Return to Duty, and Follow-Up Testing

That any officer who engages in prohibited conduct shall be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the officer desires to become re-qualified, the officer must be evaluated by a SAP and submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become re-qualified, the officer must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such officer is also subject to follow-up testing. Follow-up testing is separate from and in addition to the City's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty (60) months following the officer's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months of follow-up testing. The costs of any SAP evaluation or prescribed treatment shall be borne by the officer. The City does not guarantee or promise a position to the officer should he/she regain qualified status.

Section 43.11 Authorization for Previous Test Records

That within fourteen (14) days of performing a safety-sensitive function, DOT regulations require that the City obtain certain drug and alcohol testing records from officer's previous employers for the previous two years. The City will verify that no prior employer of the officer has records indicating any violations of any DOT rule pertaining to controlled substance or alcohol use within the previous two (2) years. As a condition to employment, the officer shall provide the City with a written authorization for all previous employers within the past two years to release such drug and alcohol testing records as the regulations require.

Section 43.12 Drug Urinalysis

- (A) That drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances:
1. marijuana
 2. cocaine
 3. opiates
 4. amphetamines
 5. phencyclidine (PCP).

- (B) That the urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a SAMHSA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. The SAMHSA-certified laboratory will perform initial screenings on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.
- (C) That all laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) designated by the City. Negative test results shall be reported by the MRO to the City. Before reporting a positive test result to the City, the MRO will attempt to contact the officer to discuss the test result. If the MRO is unable to contact the officer directly, the MRO will contact the City management official designated in advance by the City, who shall, in turn contact the officer and direct the officer to contact the MRO. Upon being so directed, the officer shall contact the MRO immediately, or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after five (5) days, or if the driver cannot be contacted at all within thirty (30) days, the MRO may verify the test as positive. After any positive verification the officer may petition the MRO to reopen the case for reconsideration.
- (D) That pursuant to DOT regulations, individual test results for officer/applicant and officers will be released to the City and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.
- (E) That an individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial must be tested by a different SAMHSA-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test. The request for testing of a secondary specimen is timely if it is made to the MRO within seventy-two (72) hours of the individual being notified by the City of a positive test result.

Section 43.13 Alcohol Tests

- (A) That the City will perform alcohol testing using a device that is one the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva-based testing device and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The officer shall report to the alcohol-testing site as notified by the City. The officer shall follow all instructions given by the alcohol technician.

- (B) That any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than fifteen (15) minutes and no later than thirty (30) minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the officer shall be removed from duty for twenty-four (24) hours or until his/her next scheduled on-duty time, whichever is longer. Officers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

Section 43.14 Training

That the City shall ensure supervisors designated to determine whether or not reasonable suspicion exists to require an officer to undergo alcohol testing have received at least sixty (60) minutes of training on recognizing alcohol misuses, and receive at least sixty (60) minutes of training on recognizing controlled substances use. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

Section 43.15 Educational Materials

- (A) That the City shall provide educational materials that explain the requirements of this policy, consequences of violating the regulations and the employer's policies and procedures with respect to meeting these requirements. The materials supplied to officers may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for an officer found to have a specified alcohol or controlled substances level based on the employer's authority independent of federal regulations. The City shall ensure each officer is required to sign a statement certifying that he or she has received a copy of these materials.
- (B) That this Policy is not intended nor should it be construed as a contract between the City and the officer. This Policy may be changed at any time at the sole discretion of the City.

ARTICLE 44 LEAVE OF ABSENCE

Section 44.1 Each officer that has completed at least two (2) years of continuous service with the Employer may request an unpaid leave of absence of up to six (6) months. The granting of the leave is within the discretion of the Chief of Police and must be approved in advance. No leave of absences shall be granted for the purpose of working another job. If it is determined that the officer is not actually using the leave for the purpose specified, the Chief of Police may cancel the leave and provide the officer

written notice to return to work. If an officer fails to return to work after the expiration of an authorized leave of absence, that officer shall be considered to have resigned. Bargaining unit members shall not be eligible for a leave of absence unless they have exhausted all other types of available leave.

Section 44.2 An officer shall not earn sick leave or vacation while on a leave of absence, but shall continue earning seniority during the leave of absence when seniority is a factor. Upon completion of a leave of absence, the officer shall be returned to the position formerly held or to another position similar if the original position has been abolished.

ARTICLE 45 DURATION OF AGREEMENT

Section 45.1 This Agreement shall be effective January 1, 2017 at 12:01 a.m. and continue in effect until December 31, 2019.

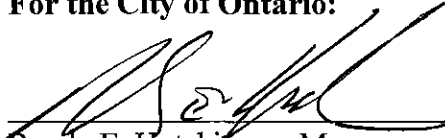
Section 45.2 If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than August 1 of the year in which the contract is due to expire. Such notice shall be pursuant to the State Employment Relations Board (OAC 4117-9-02). The parties shall commence negotiations within two (2) weeks, or as soon as practicable upon receiving notice of intent.

SIGNATURE PAGE

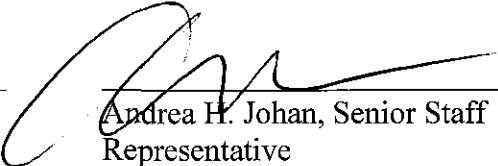
In witness whereof, the parties have executed this Agreement as of the 14~~th~~ day of December, 2016 in City of Ontario, Richland County, Ohio.

For the City of Ontario:

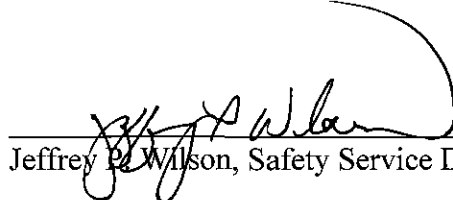
For the FOP, Ohio Labor Council:



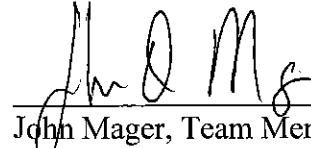
Randy E. Hutchinson, Mayor



Andrea H. Johan, Senior Staff Representative



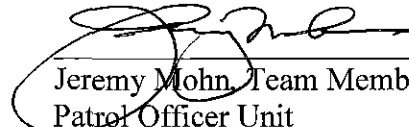
Jeffrey P. Wilson, Safety Service Director



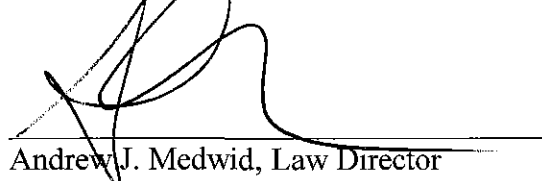
John Mager, Team Member, Patrol Officer Unit



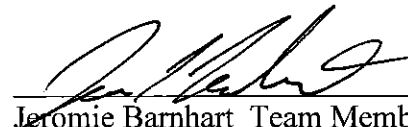
Rodney Smith, Police Chief




Jeremy Mohn, Team Member, Patrol Officer Unit




Andrew J. Medwid, Law Director



Jeromie Barnhart Team Member, Patrol Officer Unit



Tony Grimwood, Team Member, Supervisor Unit



Brian Williams, Team Member. Supervisor Unit