



AGREEMENT BY AND BETWEEN



THE CITY OF WHITEHALL POLICE DEPARTMENT

FULL-TIME DISPATCHERS

AND

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



January 1, 2017 through December 31, 2019

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ARTICLE 1 CONTRACT

Section 1.1 Contract

This Contract is made and entered into by and between the City of Whitehall, Ohio (hereinafter referred to as the City) and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the Union).

Section 1.2 Purpose

This Contract is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations between the City, Bargaining Unit Employees (hereinafter referred to as Employees), and the Union.

Section 1.3 Legal References

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Contract makes no specification about a matter, the City Employees and the Union are subject to all applicable state laws or local ordinances pertaining to the wages, hours and conditions of employment for public Employees.
- B. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of Employees are not superseded by this Contract, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and appointments from the eligibility lists are not subjects of bargaining under this Contract.

Section 1.4 Severability

- A. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the applications of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.
- B. In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the parties to this Contract shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations. Should this contract be in

conflict with the Americans with Disabilities Act or the regulations enacted thereunder the parties shall meet to negotiate such changes as are necessary to ensure compliance with such act.

Section 1.5 Sanctity of Contract

The City and the Union agree that no Employee or official hereunder shall be asked to make any written or verbal agreement that may, in any way, conflict with this Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.6 Enforceability of Contract

The City and the Union assert and believe that the provisions of this Contract are enforceable in a court of law. The City believes that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

The City recognizes the Union as the sole and exclusive representative for all Employees included in the Bargaining Unit described in Section 2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions between the parties, and the resolution of questions arising under this Contract.

Section 2.2 Bargaining Unit

Pursuant to S.E.R.B. certification number 92-REP-06-0120 there is established one (1) Bargaining Unit within this Contract. The Bargaining Unit consists of all regular full-time Employees of the Department who are full-time Police Radio Dispatchers. Excluded from the Bargaining Unit, and thereby from coverage in this Contract, is the position of the Chief, Deputy Chief, Sergeants and above, Police Officers and all other Employees, including all those Police Radio Dispatchers not designated as full-time by the City.

Section 2.3 De-certification

In the event a different Employee organization attempts to secure exclusive representative status with respect to the Bargaining Unit, said organization must comply with the provisions of Section 4117.07(C) (6) of the Revised Code during a thirty (30) day period between one hundred twenty (120) and ninety (90) days before the expiration of this Contract, or after the expiration date of this Contract, until the City and the Union enter into a new Contract.

ARTICLE 3 DUES, FAIR SHARE FEE AND UNION BUSINESS

Section 3.1 Dues Deduction

- A. The City agrees to deduct Union membership dues, in the amount certified by the Union to the City, in the first pay period of each month from the pay of any Union member requesting the same in writing. The City also agrees to deduct Union initiation fees and assessments, in the amount certified by the Union to the City, in the first pay period of each month, in which such fees and assessments are due, from the pay of any Union member requesting the same in writing.
- B. If a deduction is desired, the Union member shall sign a payroll deduction card. The City shall furnish to the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made. Although Union dues should be paid by payroll deduction, nothing herein shall prohibit Union members covered by this Contract from submitting dues directly to the Union if said dues are not being deducted from Employee wages by the City.
- C. The City shall provide Union members with additional payroll deductions if the Union provides additional Employees benefits, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.
- D. No other Employee organization's dues shall be deducted from any Employee's pay for the duration of this Contract.

Section 3.2 Fair Share Fee

- A. Bargaining Unit Employees who are not members of the Union shall, as condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by Union Bargaining Unit members. The accurate amount of such fair share fee shall be certified by the Union to the City, as often as necessary during the term of this Contract. Fair share fee payments shall be subject to an internal Union rebate procedure meeting all requirements of State and Federal Law.
- B. For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check of each Bargaining Unit Employee who is not a member of the Union. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of Bargaining Unit Employees for whom said deductions are made.

- C. The automatic deduction shall be initiated by the City whenever a Bargaining Unit Employee who is not a member of the Union has completed the first sixty (60) days of employment. All dues, fees, and assessments shall be mailed to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215-4611 no later than thirty (30) days from the date of deduction from members' paychecks.

Section 3.3 Indemnification

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of Union dues or fair-share fee. The Union hereby agrees that it will indemnify and hold the City harmless from any and all claims, demands, suits, actions or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with this Article, including the defense thereof.

Section 3.4 Bulletin Boards

The Union shall be permitted, upon prior notification, to maintain a Union bulletin board at Department headquarters. Union bulletins and Union materials will only be permitted to post on this board.

Section 3.5 Union Meetings

- A. The Union shall be permitted, upon prior notification to the Chief of Police, to hold meetings at police headquarters for the Union members in the Bargaining Unit. Another City building, room, or facility may be used with the permission of those in charge. The notification required under this Section shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.
- B. The City agrees to hold the requested location open for use by the Union on the date and at the time specified in the Union's notification to the Chief. However, if it is not practical for the City to provide the requested location to the Union, the City will notify the Union and provide an alternate meeting location in another City building, room or facility.
- C. No Bargaining Unit Employee or member of the Union shall be obligated to, or asked to divulge to the City information discussed at said meetings.

Section 3.6 Ballot Boxes

The Union shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Union issues subject to the ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.7 Use of Intra-Department Mails and Emails

The Union shall be permitted to utilize the intra-departmental mail and email systems for the purpose of providing information pertaining to Union business or Bargaining Unit representation, to Bargaining Unit Employees. The Union agrees that the use of the mail and email system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. All mail placed into the mail system by the Union shall be the property of the Bargaining Unit Employees to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the Union's use of the email system and the city reserves the right to monitor email content and usage.

Section 3.8 Union Business

Representatives of the Union shall be permitted to transact official Union business at Departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal departmental operations.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Joint Pledge

The City and the Union shall not discriminate against any Employee of the Bargaining Unit on the basis of the Employee's age, race, color, sex, creed, religion, ancestry, national origin, handicap, political affiliation, sexual orientation or physical disability as protected by law.

Section 4.2 City Pledge

The City agrees not to discriminate against any Employee of the Bargaining Unit on the basis of the employee's membership or non-membership in the Union, nor to discriminate, interfere with, restrain or coerce any Employee because of or regarding the employee's activities as an officer or other representatives of the Union.

Section 4.3 Union Pledge

The Union, within the terms of its Constitution and By-laws, and the City agree not to interfere with the desire of any Employee of the Bargaining Unit to become and remain a member of the Union. The Union agrees to fairly represent all Employees of the Bargaining Unit subject to the provisions and procedures set forth in Sections 4117.11 (b) (6) and 4117.12 of the Revised Code.

Section 4.4 Gender

All references in this contract to the male gender shall be construed to equally apply to the female gender, and all referenced to the female gender shall be construed to equally apply to the male gender.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Grievance Defined

A grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment of Employees, including but not limited to, unresolved questions or disputes concerning the interpretation and application of this Contract, Department regulation or policy.

Disciplinary actions of oral or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to Steps 1, 2 and 3 of the grievance procedure, but shall not be appealed to Step 4 (arbitration).

In cases of oral or written reprimands, if an Employee disagrees, the employee may write a memorandum to the Employer explaining the employee's position and reason for disagreement with the oral or written reprimand. If the Employer agrees with the Employee, the oral or written reprimand shall be removed from the Employee's file. If the Employer does not agree with the Employee, the Employer shall attach the Employee's memorandum to the oral or written reprimand and keep both of them in the Employee's file.

Section 5.2 Qualifications

- A. A grievance can be initiated by the Union or an aggrieved Employee. When a group of Employees desire to file a grievance involving each Employee of the group in a substantially similar manner, the Union or the grievance chairman may select one or more Employees to process the grievance as the designated representatives of the affected group of Employees.
- B. An Employee has the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is consistent with the terms of this Contract and as long as the Union has the opportunity to be present at or participate in the adjustment.

Section 5.3 Jurisdiction

- A. Nothing in this grievance procedure shall deny Employees or the Union any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission (except where arbitration is requested as provided in Article 5, Section 4, Step Four) or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter.
- B. However, once an Employee or the Union elects to pursue a legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge,

the Employee or the Union is thereafter precluded from seeking a remedy under this procedure. Further, once an Employee or the Union requests arbitration under the grievance procedure they shall be precluded from seeking a remedy through any other procedure.

Section 5.4 Grievance Procedure

The following steps and procedures shall be utilized in the resolution of grievances. However, there is nothing in this Article that prevents the parties from mutually agreeing in writing to bypass any steps in this procedure.

A. Informal Step: Immediate Supervisor

1. An individual Employee having an individual grievance will first attempt to resolve it informally with the immediate supervisor in such cases where the immediate supervisor has authority to resolve the issue in question. Such attempt at informal resolution shall be made by the individual grievant within fourteen (14) calendar days following the events or circumstances that gave rise to the grievance, or within fourteen (14) calendar days after these events or circumstances first became known to the grievant. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing; however, a grievance chairman may accompany the grievant should the latter request such attendance.
2. When a grievant is not satisfied with the supervisor's informal response to the grievance at this Step of the grievance procedure, the grievant may submit the grievance in writing to the Chief, or designee. This written grievance shall be submitted to the Chief on the grievance form agreed upon by the parties, within seven (7) calendar days after the grievant has received a response to the Informal Step. Grievances submitted beyond the seven (7) calendar day time limit shall not be considered except a grievance submitted directly to the Chief shall have the time limit of fourteen (14) calendar days.

B. Step One: Chief

1. The Chief of Police shall date-stamp the grievance form on the date of its receipt. Within ten (10) calendar days of receipt of the grievance form, the Chief of Police or designated representative, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring the grievance chair to the meeting. The Chief of Police or designated representative may be joined in the meeting by one representative of the City administration.

2. At the meeting called for at this Step, the grievant and/or the chair will be permitted to give a full explanation of the grievance and the material facts relating thereto.
3. Within seven (7) calendar days after the meeting at this Step, the Chief of Police shall submit to the grievant and the grievance chair a written response to the grievance; such response shall be signed and dated.
4. Should the grievant not be satisfied with the Chief of Police's response to the grievance at Step One, the grievant may submit the grievance, within seven (7) calendar days of receipt of response, to the Safety Director at Step Two.

C. Step Two: Safety Director

1. The Safety Director shall date stamp the grievance form on the date of receipt. Within ten (10) calendar days of receipt of the grievance form, the Director shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring the grievance chair to the meeting. The Director may be joined in the meeting by one representative of the City administration.
2. At the meeting called for at this Step, the grievant and/or the chair will be permitted to give a full explanation of the grievance and the material facts relating thereto.
3. Within seven (7) calendar days after the meeting at this Step, the Director shall submit to the grievant and the grievance chair a written response to the grievance; such response shall be signed and dated.
4. Should the grievant not be satisfied with the Director's response to the grievance at Step Two, the grievant may submit the grievance, within seven (7) calendar days of receipt of response, to the Mayor at Step Three.

D. Step Three: Mayor

1. The grievant or the grievance chair shall present the grievance to the office of the Mayor. The Mayor or designee shall date-stamp the grievance form on the date of its receipt. The Mayor or designee shall schedule a meeting with the grievant within ten (10) calendar days of such presentation, unless the parties mutually agree to a longer period of time. The Mayor or designee may have not more than two (2) City representatives in attendance at this meeting.
2. The grievance chair and a representative of the Union may accompany the grievant to the meeting with the Mayor. The grievant and/or

representatives shall be permitted to give a full explanation of the grievance and the material facts relating thereto. Within seven (7) calendar days of such meeting, the Mayor or designee shall furnish a written response on the grievance to the grievant and the grievance chair.

E. Step Four: Arbitration

1. Notification of Intent

Should the grievant not be satisfied with the Mayor's response to the grievance at Step Three, the grievant shall notify the grievance representative of the desire to proceed to arbitration. The grievance representative will present the grievant's request for arbitration to the Union representative. Should the Union determine to proceed to arbitration with the grievance, the Union shall so notify the City in writing. This written notification shall be delivered by hand or received by the Mayor within fourteen (14) calendar days after the grievant's receipt of the Mayor's written response.

2. Selection of Arbitrator

- a. Within fourteen (14) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the Mayor or the Director of Human Resources either personally or through an appropriate City designee, and the appropriate Union representative will consult and attempt to select an impartial arbitrator by mutual agreement.
- b. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation Conciliation Services to submit a panel of nine (9) arbitrators from which the City and the Union shall select one by mutual agreement.
- c. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.
- d. Nothing in the Section shall prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel list from FMCS.

3. Authority of Arbitrator

- a. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, not have authority to determine any other issue not so submitted for resolution.
- b. The arbitrator shall not issue observations, declarations or opinions that are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.
- c. The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue, or reserve ruling and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Union, the grievant, and the City.

4. Arbitration Costs

The costs of any proofs produced at the direction of the arbitrator, and the rent, if any, for the hearing room and cost directly related to the arbitrator's services shall be borne equally by each party. The expenses of any non-Employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected Bargaining Unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

5. Arbitrator Award

The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed.

Section 5.5 Time Off for Presenting Grievances

- A. A grievant and grievance chair shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance meetings shall be held at a time mutually agreeable to the parties involved. The grievance chair or grievant must obtain prior approval from the grievant's immediate supervisor before conducting meetings with the grievant while the grievant is on duty. Such approval by the supervisor shall not be unreasonably withheld.
- B. The meetings between a grievant and grievance chairman shall be held at a police facility or the Union office. The grievance chair shall be allowed adequate time, as approved by the supervisor off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld; the withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal the grievance or have it heard.

Section 5.6 Time Limits

- A. It is the City's and the Union's intention that all time limits in the above Grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Union's and the City's designated representative may mutually agree, at any Step, to short time extensions. Any agreement to extend time must be in writing and signed by the parties.
- B. In the absence of such mutual extensions, the grievant may, at Steps One and Two, where a response is not forthcoming within the specified time limits, move the grievance to the next Step in the procedure. If a response is not forthcoming within the specified time limits at Step Three, the grievant may presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Failure of the grievant to appeal within the specified time limits constitutes a withdrawal of the grievance.
- C. Any Step in the grievance procedure may be waived by mutual consent. Union or group grievances shall be initiated at Step One within fourteen (14) calendar days following the events or circumstances that gave rise to the grievance or first became known to the Union or group grievants.
- D. If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next day on which such office is open.

Section 5.7 Representatives in Meetings

In each Step of the grievance procedure outlined in Section 4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievance at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meetings in the grievance procedure, but only upon advance mutual agreement among the parties who are specifically designated to attend, that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8 Grievance Forms

The City and the Union shall jointly approve a grievance form. Such forms will be supplied by the Union and made available to all Grievance Representatives.

ARTICLE 6 UNION REPRESENTATION

Section 6.1 Grievance Chair

Bargaining Unit Employees shall select an Employee from the Unit as grievance chair for the Unit. They shall also select an alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair. The authorized functions of the Grievance chair shall include the following:

- A. Attendance at any City/ Union joint meeting relating to Employee relations and/or grievances;
- B. Representing the Union in investigating and processing grievances in the Grievance procedure;
- C. Providing general supervision and coordination of grievances in progress; and
- D. Acting as liaison between the City and the Union on matters concerning grievances. Each Grievance chair shall be released from normal duty hours, upon notifying the grievance chair's supervisor, to participate in the aforementioned grievance-related duties without loss of pay or benefits.

ARTICLE 7 NEGOTIATIONS

Section 7.1 Committees

The Union and the City have the right to select their own Negotiations Committee. No later than the second (2nd) negotiation session, the members of each party's committee will be fixed for the duration of the negotiations. Should either party wish to change or substitute committee members, they may do so with written notice to the other party. The number of committee members from each party will be mutually determined and set at the first (1st) negotiation session. The Union specifically reserves the right to have a Union Staff Representative serve as a member of the Negotiations Committee.

Section 7.2 Good Faith Bargaining

- A. The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each party:
1. will deal with the chosen representatives of the other honestly in a bona fide effort to reach agreement;
 2. will meet at reasonable times and places to facilitate negotiations;
 3. will have the necessary authority to make proposals, and counter-proposals, to compromise, and to make agreements subject to final ratification; and
 4. will not assume positions at the beginning, which it describes as fair and firm, and thereafter not subject to further negotiations.
- B. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 7.3 Information Furnished

The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals and counter-proposals and to negotiate in good faith. Such information will be provided in sufficient number of copies so that each member of the other party's committee will receive a copy.

Section 7.4 Private Meetings

The parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at least once every week, unless mutually agreed otherwise.

Section 7.5 Spokesperson

The Negotiations Committees will formally communicate with each other through a spokesperson named by each party.

Section 7.6 Informal Minutes

Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 7.7 Caucus and Adjournment

Either party has the right to call a caucus at anytime or to adjourn the negotiations session.

Section 7.8 Negotiations Committee

The Department agrees to allow one (1) Employee and one (1) alternate from the Bargaining Unit to serve on the Union's Negotiations Committee. The Bargaining Unit Employee shall serve on the Committee in a full pay status during negotiations or any modification of this Contract, if the Employee's duty hours coincide with the meeting hours.

Section 7.9 Ratification by Council

- A. The City shall submit to the City Council for approval any matter requiring the approval of the City Council necessary to implement the agreement reached by the Negotiations Committees within fourteen (14) days of the date upon which the parties finalize a tentative agreement.
- B. The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City submits the agreement. The Agreement thereupon becomes binding upon the City, City Council, the Union and the Employees of the Bargaining Unit.

ARTICLE 8 DISPUTE RESOLUTION

Section 8.1 Dispute Resolution Procedures

If either party desires to modify, amend or terminate this Agreement, it shall give notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties agree that the dispute resolution set forth in O.R.C. Section 4117 shall be used unless otherwise agreed. The parties may also amend this Agreement at any other time in writing by their mutual consent and agreement.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Management Rights and Responsibilities

Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Police Department;
- H. Effectively manage the work force; and
- I. Take actions to carry out missions of the Police Department.

Section 9.2 Subject to Bargaining and/or Grievance

The City is not required to bargaining with the Union on subjects reserved to the management and direction of the Department except as such subjects would affect wages, hours, terms and conditions of employment of Employees, and/or the continuation, modification or deletion of an existing provision of this Contract. An Employee or the Union may raise a legitimate complaint or file a grievance based upon the Collective Bargaining Agreement.

Section 9.3 Understanding

The Union recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified by any provision of the Agreement and as permitted by law, shall remain the exclusive function of the Employer and that nothing herein shall be construed to

restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 10 CORRECTIVE ACTION AND RECORDS

Section 10.1 Corrective Action for Cause

No Employee shall be removed, reduced in pay or rank, suspended, reprimanded, or otherwise disciplined, without just cause.

Section 10.2 Progressive Corrective Action

Except as provided otherwise in this Article/Agreement, and for charges other than insubordination, the principles of corrective action will be followed with respect to conduct, which is not a violation of criminal law. However, the charge of insubordination will only be used when no other charge is applicable to the conduct considered insubordinate. Except in cases of serious offenses, the progression of discipline will at least include an oral reprimand before a written reprimand, a written reprimand before a suspension and a suspension before reduction in pay or rank or removal for the same or related offenses. In the case of a serious offense, the Police Chief may give discipline that does not follow this progression.

Section 10.3 Actions of Records

- A. At any time a formal inquiry concerning a Bargaining Unit Employee occurs wherein corrective action of record (written reprimand, suspension, reduction in pay or position, or removal) may result, the Employee will be immediately notified that such a result is possible.
- B. The parties understand that a supervisor may retain documentation in the member's file of the giving of an oral reprimand. However, any private written notes shall not appear in a member's personnel file or other official records of the City of Police Department. Any such written notes found in the City files or records shall be immediately removed. Incident interviews or oral reprimands resulting from citizen complaints may be maintained in an internal affairs file and shall not be considered part of the member's personnel file.
- C. A Departmental hearing will be held prior to the imposition of any suspension, removal and reduction in pay or rank, provided the City shall always retain the right to relieve an Employee with pay pending such hearing.

Section 10.4 Departmental Hearings

- A. Prior to any Departmental hearing before the Safety Director, the Employee will receive from the Chief of Police a written statement of all charges and specifications as well as notification of the hearing date and time. The Employee

will also receive notification of the evidence, which supports the disciplinary charges and specifications.

- B. At Departmental hearings, the charged Employee will be allowed to be represented by a Union representative and/or attorney, will be allowed to call witnesses material to the employee's defense, and will be given an opportunity to cross-examine any adverse witnesses.
- C. Hearings will be held in the Police Department unless an alternative site is mutually agreed upon by the parties. All hearings will be recorded and transcribed by the City, and the Employee shall receive a copy of the transcript at no charge.
- D. An Employee who is charged, or the Union representative or attorney may make a written request for a continuance of the hearing. Such request will be granted where practicable at the discretion of the Safety Director. The length of such continuance shall be mutually agreed upon.
- E. The City will notify the affected Employee and the Union representative of any decisions reached as a result of a Departmental hearing. A good faith effort will be made to provide such notification prior to any public statement.
- F. An Employee who is charged, or the employee's attorney, may make written request directly to the Chief to review the employee's personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental hearing.

Section 10.5 Duration of Records

- A. All actions of record as defined in Section 3 of this Article will be maintained in each Employee's personnel file throughout the employee's period of employment, with the exception that:
 - 1. any record of a oral reprimand will be removed from the file, upon request of the Employee, six (6) months after such action was taken, provided that at the time of such record removal no further action of the same or similar nature has occurred.
 - 2. any record of a written reprimand will be removed from the file, upon the request of the Employee, one (1) year after such action was taken, provided that at the time of such record removal no further action of the same or similar nature has occurred.
 - 3. any record of suspension, reduction in pay or rank will be removed from the file, upon request of the Employee two (2) years after such action was taken, provided that at the time of such record removal no further corrective action of the same or similar nature has occurred.

- B. Oral and written reprimands, suspensions or reductions so removed from a personnel file shall be sealed in a separate file and retained as required by law. Such removed files shall have no force or effect in future disciplinary action.
- C. In any case in which an action of record is subsequently disaffirmed, the Employee's personnel file shall clearly indicate such disaffirmance. At the Employee's request the City shall also expunge records of the case from the Employee's personnel file when such disaffirmance has occurred.
- D. Unfounded or unsubstantiated allegations or complaints of misconduct made against an Employee and appearing in the files of the Internal Affairs Bureau shall not be considered in further corrective action or promotional considerations, and shall not be shared outside the Department except required by law. Unfounded or unsubstantiated complaints or allegations shall also not be considered in future transfer considerations.

Section 10.6 Review of Personnel Files

- A. Every Employee shall be allowed to review any of the employee's own personnel files (except internal affairs and background files) at any reasonable time upon written request. An Employee may also authorize a Union Representative or attorney to review the personnel file. Such request may be made to the supervisor directly responsible for maintenance of such files. No information in an Employee's personnel file will be shared with anyone outside the Department and the City Administration, except as required by law. Any Employee may copy documents in the employee's file at the City's expense.
- B. If a request is made to inspect and/or copy records within the Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and if the City intends to comply with this request, the City shall first provide notification to the Member of the nature of the request if practicable. The member shall have available any and all legal remedies or actions concerning a request to the City under this Section.

Section 10.7 Inaccurate Documents

Should any Employee have reason to believe that there are inaccuracies in documents contained in that employee's personnel file the Employee may notify the Safety Director in writing of the alleged inaccuracy. The Safety Director shall review the challenged material. The material will be removed from the file when an Employee's claim that it is inaccurate or unfair is sustained by the Safety Director. The Employee shall also have the right to submit a written statement detailing objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the Employee.

Section 10.8 Performance Evaluations

An Employee's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the Employee has read it, and shall not be viewed as a representation that the Employee has concurred in any or all of the contents or comments thereon. The Employee shall be the last person to sign a performance evaluation and no evaluative comments may be made on record copies thereafter. The Employee shall received a copy of the evaluation in its final form when signed by the employee.

Section 10.9 Placement of Material in Personnel File

No document which does not include as a part of its normal distribution a copy to the Employee, or which does not originate with the Employee, shall be placed in the personnel file unless the Employee is simultaneously provided a copy. Anonymous material shall never be placed in the Employee's personnel file.

ARTICLE 11 WORK RULES AND DIRECTIVES

Section 11.1 Work Rules

The City agrees that work rules including departmental rules, regulations and policy shall be reduced to writing and provided electronically or via hard copy to all Employees forty-eight (48) hours in advance of their taking effect. Work rules shall be applied and interpreted uniformly to all Employees

After notification, by the city, of any proposed changes in rules, regulations and policies that effect hours, wages, terms and conditions of employment only, the Union shall have no more than ten (10) days to challenge such changes according to State Employment Relations Board's guidelines.

Section 11.2 Member Assistance Program

The City shall maintain a "Member Assistance Program" for the life of this Contract.

ARTICLE 12 LABOR RELATIONS MEETINGS

Section 12.1 Labor Relations Meetings

- A. The parties recognize the benefit of exploration and study of current and/or potential problems including Departmental rules, regulations and policy. They agree to hold labor relations meetings at such times as necessary, upon written request of either party. The request shall include an agenda stating the matters to be discussed. In these meetings, the Mayor, the Safety Director and the Chief,

plus the Director of Human Resources may represent the City; two Employees of the Bargaining Unit and a Union Representative shall represent the Union.

- B. With prior approval from both parties, either party may bring additional individuals as may be helpful to understand or explain the item(s) discussed. The Committee shall not engage in collective bargaining. No subject matter shall be brought before the Labor Relations Committee that can be addressed in the existing Grievance procedure until such time as that procedure has failed to resolve the issue.

Section 12.2 Semi-annual Meeting

Labor Relations Meetings may be held on a semi-annual basis, if needed, (January and July) unless more frequent meetings are required.

ARTICLE 13 SAFE EQUIPMENT

Section 13.1 Safe Equipment

The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, supplies and equipment required for Employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for tools, facilities, supplies and equipment provided by the City.

ARTICLE 14 POLITICAL ACTIVITY

Section 14.1 Permitted Political Activity

In addition to other lawful partisan political activity, so long as a Member is not in violation of O.R.C. 124.57, a Member is permitted (outside the City of Whitehall) to actively participate in partisan political activity, provided that a Member undertake such activity while off-duty, not in identifiable uniform, and does not represent that such activity is either undertaken in his official capacity as an Employee of the City or is sanctioned by the City.

ARTICLE 15 LAYOFFS, JOB ABOLISHMENTS, RECALL/REINSTATEMENT, SENIORITY AND PROBATION

Section 15.1 Layoffs

Employees may be laid off as a result of abolishment of positions. Layoffs or abolishments may be affected by the City due to lack of work or lack of funds.

When it becomes necessary to reduce the work force in the Department the Employee with the least number of years of active service with the Department shall be laid off first. Any layoff thereafter shall be by reverse seniority. The Employee with the least number of years of active service will be laid off before those with more years of active service. All part-time Dispatchers will be laid off before any full-time Dispatchers.

Section 15.2 Notice of Action

The City shall provide an Employee who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action. This notice is to be sent certified mail, return receipt requested, to the Employee's home address of records, or hand delivered, the recipient shall sign a receipt for the same. The notice shall contain the following information:

- A. The reason or reasons for the layoff or displacement.
- B. The effective date of the layoff or displacement.
- C. A listing detailing the Employee's seniority in relation to other Employees of the Bargaining Unit.
- D. A statement advising the Employee of such Employee's reinstatement rights.
- E. A statement advising the Employee of such Employee's responsibility to maintain a current address with the Department.

Section 15.3. Recall/Reinstatement

When employees are laid off the City will create a recall list. Employees shall be called or reinstated as follows:

- A. Should an abolished position be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years from the date of layoff or displacement, the Employee, from among those Employees laid off, with the most years of active service with the Department shall be entitled to the position, provided said Employee is otherwise qualified to assume the position.

- B. If any Employee, laid off or displaced as described in this Article, enters into the active service of the Army, Navy, Marine Corp, or other Armed Services of the United States, the period such Employee serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within reinstatement shall be made; such three (3) year period shall be computed exclusive of the time the Employee has spent in the Armed Services.

Section 15.4 Seniority List

A seniority list by title shall be kept by the Chief according to job titles and shall be updated as needed. A copy shall be available for inspection in a location designated by the Chief for the purpose of defining seniority, a member's continuous service with the Whitehall Police Department by title. The seniority list shall list all members and the dates of their first date of work for the Department as a full-time employee in order from the most senior to the least senior member in service.

Section 15.5 Probationary Period

Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire.

All provisions of this contract shall apply to members in their initial probationary period except that neither the FOP/OLC nor such probationary member shall have the ability to proceed to arbitration challenging the City's ability to terminate such member's employment because of disciplinary action or unsatisfactory service.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.1 Personal Mail

Mail that is addressed to an individual Employee shall not be intentionally opened by anyone other than the individual to whom it is addressed, unless the individual Employee has specifically provided written authorization to the contrary, or unless security requires.

Section 16.2 Anti-Nepotism

- A. The City and the FOP/OLC agree that in any matter where a family relationship exists where one member of a family is of a rank superior to another member of a family that the City shall designate a surrogate to act in the capacity of the family member who is of that superior rank.
- B. The family member of a rank superior to another family member shall in no way have any involvement in matters not limited to but including discipline, assignments, promotions and other career matters effecting the lesser ranked family member, except in emergency situations.

ARTICLE 17 WAGES

Section 17.1 Pay Plan

The following straight-time wages shall be paid to Employees. The increase in wages will be effective on January 1 of each year.

	2016	2%	2%	2%
		1-1-2017	1-1-2018	1-1-2019
Step A	21.734	22.169	22.612	23.064
Step B	22.726	23.181	23.645	24.118
Step C	24.739	25.234	25.738	26.253
Step D	26.679	27.213	27.757	28.312
Step E	28.688	29.262	29.847	30.444

Section 17.2 Pay Plan Administration

The following provisions shall apply to the administration of the pay plan set forth in Section 1 of this Article unless delayed due to unsatisfactory service or discipline.

- A. **STEP A** shall be the minimum rate and shall be the hiring rate of all classes, except as otherwise provided by Resolution of City Council authorizing a person to be hired in a higher step.
- B. An Employee shall be advanced by the appointing authority to **STEP B** on the Employee's anniversary date, upon the completion of one (1) year of service.
- C. An Employee shall be advanced by the appointing authority to **STEP C** on the Employee's anniversary date, upon the completion of two (2) years of service or one (1) year in STEP B.
- D. An Employee shall be advanced by the appointing authority to **STEP D** on the Employee's anniversary date upon the completion of three and one-half (3 ½) years of service or one and one-half (1 ½) years in STEP C.
- E. An Employee shall be advanced by the appointing authority to **STEP E** on the Employee's anniversary date upon the completion of five (5) years of service or one and one-half (1 ½) years in STEP D.

Section 17.3 Application of Pay Rates

The rates of pay set forth in Section 1 are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a bi-weekly pay period, and two thousand and eighty (2,080) hours annually, and shall be used to calculate wages in paid status.

Section 17.4 Pay Period

All Employees shall be paid on a bi-weekly basis (or pay period) on alternating Fridays. The pay period shall consist of fourteen (14) consecutive calendar days (two (2) consecutive regular workweeks).

Section 17.5 Shift Differential

- A. Employees assigned to shifts starting at or after 2:00 p.m. and before 6:00 a.m. shall receive shift differential pay for all hours worked as follows:

\$1.00 per hour

- B. Such pay shall be in addition to the regular hourly rate. Shift differential shall not apply to Employees when their shift starts at other times and they work into the above listed hours either on regular assignment or overtime.

Section 17.6 TAC/ATAC Assignment

Effective January 1, 2011, any member selected by the Chief of Police to perform the duties of TAC officer shall be compensated four hundred dollars (\$400.00) annually and ATAC officer shall be compensated two hundred dollars (\$200.00) annually. Annual payment shall be prorated and paid out monthly.

ARTICLE 18 PENSION PICKUP

Section 18.1 Pension Pick-Up

- A. The City shall continue the current benefit of picking up a portion of the contribution made by the Employee to the Public Employees Retirement System (the "Fund") for members hired prior to January 1, 2014. The portion picked up by the City shall be equal to six percent (6%) of the Employee's earned compensation, and shall be picked up (assumed and paid) on behalf of the Employee in lieu of payment by the Employee. The remaining portion of the Employee contribution shall continue to be paid by the Employee. Employees hired on or after January 1, 2014 shall have a portion of the Fund picked up equal to two percent (2%) of the Employee's earned compensation, and shall be picked up (assumed and paid) on behalf of the Employee in lieu of payment by the

Employee. The remaining portion of the Employee contribution shall be paid by the Employee.

- B. The City, in reporting and making remittances to the Fund, shall report that each Employee's contribution has been made as provided by statute. This payment by the City on behalf of the Employee is not to be considered additional salary or wages and shall not be treated as increased compensation unless required by state or federal laws. For purposes of computing the Employee's earnings, or the basis of the employee's contribution to the Fund, the amount paid by the City on behalf of the Employee as a portion of the Employee's statutory obligation, shall be considered as having been paid by the Employee in fulfillment of the Employee's statutory obligation.

ARTICLE 19 ANNUAL SERVICE CREDIT PAY

Section 19.1 Service Credit Pay

- A. Employees shall receive annual service pay after completion of five years of service with the City in the following manner:

Completed Years of Service	Annual Amount
Five (5) years of service	\$700.00

- B. Employees shall receive fifty dollars (\$50.00) for each additional year of service, up to a maximum of twenty-five (25) years of service. The maximum amount of service credit for any one Employee shall be: \$1,700.00 per year

Section 19.2 Administration of Annual Service Credit Pay Plan

- A. A member's completed years of full-time service with the City shall be used to compute the annual service credit payment. Service credit pay benefits shall be computed to include credit for completed service as of December 31 of each calendar year. An employee who terminates employment with the City and is reemployed by the City cannot count previous years of City employment towards service credit.
- B. Annual service credit payment shall be paid on December 5 of each year, or the first workday following December 5, if December 5 falls in a weekend.
- C. Upon a member's resignation or retirement, either voluntarily or because of disability, annual service credit pay benefits shall be paid to the member on a pro-rated basis, based on the number of months worked during the final year of employment. Upon a member's death, the prorated payment shall be made to the Employee's spouse or to the deceased member's estate, as appropriate.

ARTICLE 20 HOURS OF WORK AND OVERTIME

Section 20.1 Workday/Workweek

The workweek shall consist of forty (40) hours based on five (5) eight (8) consecutive hour workdays and two (2) consecutive days off. The work week shall be defined as beginning Sunday with the commencement of the first shift and conclude Saturday, upon completion of the third shift.

Section 20.2 Paid Status

For purposes of this Contract, "paid status" shall include hours of actual work as well as all hours of approved paid leave, to include holiday, vacation, injury, funeral, personal, and military leave.

Section 20.3 Overtime

- A. All hours worked in addition to those scheduled to be worked during a workday or workweek shall be computed upon a forty (40) hour workweek basis, at the overtime rate of one and one-half (1 ½) times the regular rate of pay, except as otherwise specifically provided. The overtime computation shall be applied to all hours in paid status excluding sick leave and compensatory time used within the same week. Overtime pay shall be included in the compensation for the affected pay period.
- B. A member's regular rate of pay for purposes of computation of overtime shall be calculated in accordance with law.
- C. When overtime is necessary, as determined by the City, overtime hours will be offered first to members of the Full-Time Bargaining Unit. Members of the Full-Time Bargaining Unit will not refuse overtime without good reason.
- D. Overtime will be first offered to fulltime bargaining unit members by seniority.

Section 20.4 Compensatory Time

- A. At the Employee's option, overtime may be accrued as compensatory time at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked.
- B. Upon termination for any reason, all accumulated, but unused compensatory time shall be paid at the then-current rate of compensation to the Employee.
- C. Employees may accumulate and use up to a maximum of eighty hours (80) of compensatory time in lieu of overtime in a calendar year. Of these eighty 80 hours, twenty hours (20) may be carried over into the following year, so long as that Employee's

maximum accrual and use of compensatory time does not exceed a total of eighty hours (80) when combined with compensatory time carried over from the previous year.

- D. Employees may, at the end of the calendar year, choose to sell back their compensatory time to the City in lieu of carrying over compensatory time to the following year.

Section 20.5 Call-In Pay

- A. An Employee who works any portion of a tour of duty that is not continuous with that member's regularly scheduled tour of duty shall be compensated for a minimum of three (3) hours of work at the overtime rate.
- B. When a member is directed to work, any portion of a tour of duty on the member's regularly scheduled second (2nd) day off, the member shall be compensated for a minimum of three (3) hours of work at two (2) times the member's regular rate of pay when the member was also directed to work three (3) or more hours on their first (1st) regularly scheduled day off.

Section 20.6 Court Pay

An Employee required to appear in court during their off-duty hours concerning matters related to City business shall receive a minimum of two (2) hours overtime for that court appearance.

Section 20.7 Training Stipend

When an Employee is assigned to train a new Employee, the Employee shall receive one and one half (1.5) hours of straight time pay for each eight (8) hour training day.

Section 20.8 Time-Trading

Bargaining unit members may, with notice to Management, swap eight (8) hour shifts with another Employee, so long as the swap does not create overtime, compensatory time, or violate another provision of this Agreement. Swaps of shifts must be within the same pay period as defined in this Agreement. Management may not unreasonably interfere with the trading of shifts, but may, at its discretion, limit the amount of shifts being traded or swapped as is necessary to maintain the functionality of the radio room.

ARTICLE 21 RATE OF PAY FOLLOWING PERSONNEL ACTIONS

Section 21.1 Return to Duty

Whenever an Employee is re-appointed or re-employed, the rate of pay may, at the discretion of the Safety Director be set at any Step in the rank; not to exceed the Step rate of pay the employee was receiving at the time of separation.

Section 21.2 Return from Military Service

Any Employee who leaves or who has left the City service to enter the active service of the Armed Forces of the United States and who subsequently is reinstated to a position previously held, shall be entitled to receive compensation at the Step rate to which the employee would have been entitled had the employee’s service with the City not been interrupted by service in the Armed Forces.

Section 21.3 Recall from Layoff

An Employee who is recalled from layoff shall be reinstated at the Step that the employee would have received, had the layoff not occurred and the employee shall advance therefrom suffering no loss of seniority or break in service for the time during which the employee was laid off.

Section 21.4 Reinstatement from Authorized Leave

Time spent on authorized leave, whether paid or unpaid, shall not constitute a break in service.

ARTICLE 22 HOLIDAYS

Section 22.1 Holidays

The following days are declared to be holidays that will be observed by the Employees:

- | | |
|--------------------------------|----------------------------|
| First day of January | News Year's Day |
| Third Monday of January | Martin Luther King Jr. Day |
| Last Monday in May | Memorial Day |
| Fourth day of July | Independence Day |
| First Monday in September | Labor Day |
| Fourth Thursday in November | Thanksgiving Day |
| Day following Thanksgiving Day | day after Thanksgiving |
| Day before Christmas | Christmas Eve (4 hours)* |
| Twenty-fifth day of December | Christmas Day* |
| Day before New Years Day | New Years Eve (4 hours) |

*Employees of other faiths may substitute Christmas Day and Christmas Eve for twelve (12) hours of religious holiday but will not be eligible for premium pay on Christmas Day or Christmas Eve. Employees must declare their desire to use this alternative holiday by January 15th of that calendar year by submitting a written request to the Chief of Police. Employees hired after January 15th of that calendar year must submit a written request to the Chief of Police within 30 days after hire.

Section 22.2 Special Holidays

In addition to the above, any day declared by the Mayor as a special holiday shall be observed as a holiday.

Section 22.3 Holiday Leave

- A. When a holiday falls on a regularly scheduled day off for any given Employee, those Employees whose regular day off falls on the same day as the observed holiday will be given their next regularly scheduled day of employment off in lieu of holiday pay, if possible.
- B. For each holiday observed on an Employee's workday, said Employee will be excused from work on such day, if feasible. Such leave shall be granted based on Bargaining Unit seniority.
- C. If one of the holidays mentioned in Section 1 or 2 above occurs while an Employee is on vacation leave, such day shall not be charged against vacation leave.

Section 22.4 Holiday Pay

- A. When an Employee works on a day celebrated as a holiday, in addition to regular holiday pay, the employee shall be compensated at the rate of time and one-half (1½) for the first eight (8) hours worked and for time worked in excess of eight (8) hours he shall be compensated at the rate of two and one-half (2½) times the employee's hourly rate.
- B. When an Employee works on either Christmas Eve or New Years Eve, in addition to the employee's regular rate of pay, the employee will be compensated an additional four (4) hours of regular pay. For the purposes of this section, Christmas Eve shall be defined as that time after 11:00am on December 24th and New Year's Eve shall be defined as that time after 11:00 am on December 31st.
- C. When an Employee is called to duty on a holiday, which is also the Employee's day off, in addition to regular holiday pay, the employee shall be compensated at the rate of two times the employee's regular rate for the first eight hours worked, and for time worked in excess of eight hours the employee shall be compensated at the rate of two and one half (2 ½) times their regular rate.

ARTICLE 23 PERSONAL DAYS

Section 23.1 Personal Days

- A. In lieu of various other holidays such as Veterans’ Day and Columbus Day, Employees shall be entitled to five (5) personal leave days. The personal leave days shall be taken at the Employee's discretion, when scheduling permits.
- B. An Employee who has not used all of the employee personal leave in a calendar year may exercise an option to receive payment for up to sixteen (16) hours of accrued, but unused personal leave at the rate of pay in effect on December 31 of the calendar year in which the leave was accrued, but not used.
- C. Newly hired Employees shall be entitled in the calendar year of hire to eight (8) hours of personal leave day for each full quarter of service.

ARTICLE 24 VACATION LEAVE

Section 24.1 Eligibility

- A. All Employees will commence earning vacation credit upon employment in accordance with the schedule in this Section; however, no vacation time may be used until an Employee has completed a minimum of six (6) months employment with the City.

Years of Service	Days Earned Per Year	Hours Earned Bi-weekly
1-4 years	11 days at the rate of	3.38 hours
5-8 years	14 days at the rate of	4.30 hours
9-12 years	18 days at the rate of	5.53 hours
13-16 years	20 days at the rate of	6.15 hours
17-20 years	22 days at the rate of	6.76 hours
21-24 years	25 days at the rate of	7.69 hours
25+ years	27 days at the rate of	8.31 hours

- B. The provisions of Section 9.44 of the Ohio Revised Code, as well as years of full-time service with the City shall be utilized in computing vacation years of service eligibility. An Employee's vacation year is based on the anniversary date of hire with the City and extends from anniversary date to anniversary date.
- C. All vacation time must be requested by the Employee and approved by the Chief, or designee. Vacation requests shall be granted based on Bargaining Unit seniority.

Section 24.2 Conditions for Use

- A. A recognized holiday falling within the vacation leave period shall not be considered as a working day for computation of the leave period. An extra day may be taken either the day prior to, or the day following the vacation leave subject to scheduling availability.
- B. When an Employee becomes deceased while employed by the City, any accrued, but unused vacation leave to the employee's credit shall be paid to the surviving spouse or to the estate of the deceased Employee.
- C. An Employee who is about to be separated from the service through discharge, resignation, retirement or layoff, and who has accrued, but unused vacation leave to the employee's credit, shall be paid in a lump sum for such accrued, but unused vacation leave in lieu of granting such Employee a vacation leave after the last day of active service with the City.
- D. An Employee who resigns without giving at least ten (10) calendar days prior written notice shall forfeit any accrued, but unused vacation leave to the employee's credit, or pay in lieu thereof, on the date of resignation, at the discretion of the Safety Director or designee.
- E. Any Employee who has completed at least six (6) months service will be entitled to vacation pay for all accrued, but unused vacation upon termination of employment with the City. Vacation entitlement for less than a complete year's service will be based on the schedule provided in Section 1.
- F. Accrued vacation may be used at any time after completion of six (6) months service and with the approval of the Chief, or his designee.
- G. Employees are entitled to take vacations in any multiples of two (2) hours or more up to the limit to which they are entitled.

Section 24.3 Vacation Carry-over

- A. Employees may accumulate unused vacation leave in the following manner:

Employees may accumulate and carry over from year-to-year a maximum of eight hundred and fifty (850) hours of accumulated but unused vacation leave. Vacation balances in excess of eight hundred and fifty (850) hours as of December 31 of each calendar year shall be forfeited.
- B. Employees may not take more than one (1) continuous six (6) weeks vacation in any three (3) year period.

ARTICLE 25 SICK LEAVE

Section 25.1 Accrual

All Employees shall earn sick leave at the rate of five (5) hours for every pay period. Overtime hours worked shall not be used in computing sick leave credit. All sick leave shall continue to be cumulative. No Sick leave shall be accrued while on sick leave.

Section 25.2 Use of Sick Leave

Sick leave with pay may be granted upon the recommendation of the Safety Director, or designee, only for the following reasons:

- A. Sickness of the Employee;
- B. Injury to the Employee;
- C. Medical, dental or optical consultation or treatment of the Employee or a member of the Employee's immediate family living in the member's household (unless the leave has been approved for FMLA) when the Employee's presence is necessary;
- D. Sickness of a member of the Employee's immediate family.
 - 1. An Employee shall be granted not more than five (5) workdays in any calendar year for sickness in the immediate family requiring the presence of the Employee except as required by law.
 - 2. The Chief may require a certificate of the attending physician before authorizing the paying of any Employee under this section. Any employee requesting sick leave must notify the Employer in the manner prescribed by the Employer. In special cases where the Chief deems that more than five (5) workdays are necessary, the Safety Director shall first submit such recommendation in writing to the Board of Review and the Board's approval shall be obtained in advance of granting such leave.
- E. Quarantine because of contagious disease.

Section 25.3 Improper Use of Sick Leave

- A. Any Employee scheduled to work on a holiday who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.

- B. When an Employee is absent because of illness on the workday before and/or workday after a full holiday, or the workday after a half holiday and the holiday is celebrated on a regularly scheduled workday, the employee shall be charged for sick leave hours for the holiday at one-half (1/2) of the rate referred to below.
- C. Beginning with the seventh (7th) time and each time thereafter an Employee is granted sick leave with pay in any calendar year, the first two workdays of each such leave shall be without pay, except that such absence may, with the approval of the Safety Director, or designee, be charged to vacation time and except further, that intermittent periods of sick leave, for the same illness or injury, certified by a physician shall be counted as one (1) absence if they occur during a period not to exceed thirty (30) calendar days from the date the Employee returns to work. For purposes of computation under this paragraph, sick leave with pay granted for medical, dental or optical consultation or treatment of an Employee, pursuant to Section 2 above, when such absence is of four (4) hours or less duration, shall not be counted as an occurrence.

Section 25.4 Board of Review

- A. There is hereby created a three (3) member Board of Review that is hereby granted the power to waive the provisions of Section 25.2, D 2. This Board of Review shall be composed of the following:
 - 1. Mayor
 - 2. City Auditor
 - 3. City Attorney
- B. The Board of Review shall act upon the written request of the Safety Director made to the Mayor only in those cases that exceed the provisions of the requirements of Section 25.2, D 2. The Mayor shall convene the above members as soon as possible to consider the request of the Employee. The Director of Human Resources may also participate in such meetings.

Section 25.5 Verification

The Chief may require evidence as to the adequacy of the reasons for any Employee's absence during the time for which sick leave is requested.

Section 25.6 Conditions for Use

- A. Sick leave with pay shall be charged at the rate of one hour for each hour of regularly scheduled work for which an Employee is absent, when sick leave is chargeable to such absence under the provisions of this Article.

- B. No sick leave with pay shall be credited or allowed except that credited for services as an Employee of the City of Whitehall, Ohio.
- C. Eligibility to use sick leave shall not begin until after the first calendar month of service with the City. No unearned sick leave may be granted to any Employee.

Section 25.7 Immediate Family

For purposes of this Contract, immediate family is defined as spouse, parents, children, siblings, grandparents, grandchildren, step-parents, step-children, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents-in-law, half-brother, half-sister, and persons who stand in loco parentis.

Section 25.8 Sick Leave Conversion

- A. An Employee who is separating from employment with the City service through retirement or layoff may, if the employee so desires, be paid in lump sum one (1) hour for four (4) hours of accrued, but unused sick leave hours to the employee's credit up to accumulations not to exceed one thousand nine hundred twenty (1920) hours, plus one (1) hour for each three (3) hours of accrued, but unused sick leave to the employee's credit for all hours in excess of one thousand nine hundred twenty (1920) hours.
- B. When an Employee becomes deceased in the status of City employment, compensation for any accrued, but unused sick leave to the employee credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased at the rates provided in this Section.
- C. Should an Employee become deceased in the line of duty, the City shall pay to the surviving spouse or to the employee's estate a lump sum payment equal to the Employee's total accrued but unused sick leave.

ARTICLE 26 INJURY LEAVE

Section 26.1 Injury Leave

Employees may be allowed injury leave with pay, less any Workers' Compensation weekly pay benefits which the employee may be paid, not to exceed six (6) calendar months for each service connected injury.

- A. Injury leave with pay shall be granted only for incapacitating injuries or other disabilities determined to have been caused or induced by the actual performance of the duties of the employee position. The City has the right to require certification of injury or disability by a physician assigned by the City.

- B. Injury related treatment is not considered an appropriate use of injury leave if the employee is cleared for full duty.

Section 26.2 Injury Leave Extension

In all cases where more than ninety (90) days of injury leave is required, the appointing authority may extend the leave time up to ninety (90) days after special review by a Board comprised of the appointing authority, the Mayor, the Human Resource Director, and if deemed necessary, a consulting physician designated by the City.

Section 26.3 Use of Other Paid Leaves

In the event an Employee who is entitled to injury leave uses up all allowable injury leave time and is still unable to return to active duty, the employee may

- A. File for lost time benefits from the Bureau of Workers’ Compensation; or
- B. With the approval of the Safety Director or designee, use any unused sick leave, compensatory time, personal leave and vacation time to which the employee is otherwise entitled.

Section 26.4 Application

Employees requesting injury leave are to follow City policies and procedures.

ARTICLE 27 SPECIAL LEAVES

Section 27.1 Funeral Leave

Each member shall be entitled to paid leave up to forty (40) hours for a funeral service and/or internment of a member of their immediate family as defined in Section 25.7 of this Agreement. In addition, eight (8) hours of such leave shall be applicable to the death of a member’s aunt, uncle, niece or nephew. The number of days of leave to be given for a funeral shall be those days immediately after the death and before the funeral service or internment plus eight (8) hours thereafter, except when the death is that of a member’s spouse or child the member may take a total of forty (40) hours after internment.

Section 27.2 Military Training Leave

Employees who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, the U.S. Marine Corps Reserves, the U.S. Coast Guard Reserves or the U.S. Naval Reserves, shall be granted military leave of absence with pay, in addition to vacation leave, for the purpose of attending field training exercises for a period not to exceed fifteen (15) calendar days during each calendar year. Upon the recommendation of the Commanding Officer of the

Unit, an Employee may be granted an additional fifteen (15) calendar days leave with pay for the purpose of attending a military training school. It is the intent of the City to conform to the provisions of O.R.C. §5923.05, federal USERRA and any amendments thereto with regard to military leave.

Section 27.3 Jury Duty Leave

An Employee, while serving upon a jury in any court of record shall be paid the employee’s regular salary for the period of time so served less the compensation for services as a juror.

Section 27.4 Unpaid Leave of Absence

A leave of absence may be granted up to sixty (60) days without pay by the Safety Director or designee upon written request of an Employee. In the event of a leave of absence, the Employee will return to duty on the designated day, or the employee shall forfeit employment, sick leave and vacation leave rights.

Section 27.5 Family and Medical Leave

The City will abide by the provisions of the Family Medical Leave Act of 1993 and any amendments. It is understood by the parties that the City has a FMLA policy that re-states and paraphrases the FMLA.

ARTICLE 28 INSURANCE

Section 28.1 Hospitalization, Surgical, Major Medical

Effective January 1, 2017 through December 31, 2017, the City will maintain the current comprehensive hospitalization, surgical, major medical, physician services coverage and prescription drug coverage for all Employees as listed in the booklet of coverage distributed to the Employees:

A. **Premiums**

Employees will pay monthly premiums of:

	2014	2015	2016
single coverage	\$70.00	\$86.00	\$108.00
single plus one coverage	\$88.00	\$110.00	\$138.00
Family(a)(up to four*)coverage	\$100.00	\$125.00	\$160.00
Family(b)(greater than four*)coverage		Family (a) Rate +	
		\$15.00 / additional dependent	

*total includes employee

The payments will be deducted from the Employee’s pay.

B. Network Costs

In Network

Deductibles:	Individual	\$250.00
	Single plus one	\$500.00
	Family	\$700.00
Co-insurance:	Individual	\$700.00
	Single plus one	\$750.00
	Family	\$800.00
Out-of-Pocket:	Individual	\$950.00
	Single plus one	\$1250.00
	Family	\$1500.00

Out-of-Network

Deductibles:	Individual	\$800.00
	Single plus one	\$1600.00
	Family	\$2000.00
Co-insurance:	Individual	\$2200.00
	Single plus one	\$3400.00
	Family	\$4000.00
Out-of-Pocket:	Individual	\$3000.00
	Single plus one	\$5000.00
	Family	\$6000.00

C. Co-Payments

Office Visit: \$20 Urgent Care \$30 Emergency Room \$50

Prescription:

Generic	\$10.00
Formulary	\$35.00
Non-Formulary	\$75.00
Specialty	\$200.00

Mail order Prescription: (90 days)

Generic	\$20.00
Formulary	\$70.00
Non-Formulary	\$150.00

Effective January 1, 2018, the City shall provide all Bargaining Unit Employees with health insurance benefits (including comprehensive hospitalization, surgical, major medical, physician service coverage, prescription drug and vision and dental), under the group insurance and benefit plans generally provided to the employees of the City and on the same terms and conditions on which those benefits are generally provided to employees of the City other than those covered by other labor contracts.

The City, in its sole discretion, may modify such benefits, the City’s and employees’ share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 28.2 Vision Care Plan

The City will maintain a vision care plan for all Employees.

Section 28.3 Changes to Insurance Plans.

If the City decides to change the insurance benefits consistent with Section 28.1 above, it will inform the Union at least 30 days prior to the expiration of the insurance year (calendar year).

Section 28.4 Life Insurance

The City will maintain life insurance for each Employee in the amount of one hundred thousand dollars (\$100,000.00) with the City paying all premiums, pursuant to federal income tax guidelines.

Section 28.4 Professional Liability Insurance

The City will pay premiums and keep in force the current amount of Professional Liability Insurance.

ARTICLE 29 UNIFORMS

Section 29.1 Uniforms and Allowance

- A. Uniform items, as set forth below, shall be provided by the City to each Employee upon initial hire.
- B. The following items constitute uniform issue:
 - 10 “tops” from any of the following:
 - 5-long sleeve shirts
 - 5-turtlenecks or mock turtlenecks

- 5-short sleeve shirts
- 5-pairs of trousers*
- 1-pair of shoes
- 1-pants belt
- 1-long sleeve sweater or jacket
- 1-ID case
- 1-badge

Section 29.2 Uniform Replacement

- A. Uniform parts that are damaged in the performance of duty shall be replaced at City expense and not charged to the member’s annual allotment.
- B. Uniform parts not damaged in the performance of duty shall be replaced on an as needed basis. Needs will be established by inspection and approved by the Chief or designee. Employees are expected to maintain their uniforms in first class condition.

ARTICLE 30 TUITION REIMBURSEMENT

Section 30.1 Tuition Reimbursement

- A. Each Member of the Bargaining Unit who is subject to the provisions of this Contract shall be eligible for reimbursement of tuition. Tuition must be for courses of instruction taken towards a job-related degree or job-related courses not necessarily within the degree program at an accredited school, college or university. Tuition will be reimbursed up to fifteen hundred dollars (\$1500.00) per calendar year per covered Employee.
- B. All courses must be taken during non-working hours. All scheduled hours of courses must be filed and approved by the Department Head and Mayor. Any situation which, in the discretion of the Department Head and Mayor would require an Employee’s presence on the job shall take complete and final precedence over any times scheduled for courses.
- C. Financial assistance from governmental or private agencies available to a covered Employee, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the total tuition. When the Employee’s tuition is fully covered by another governmental or private agency, the Employee is not entitled to reimbursement.
- D. All course work subject to reimbursement shall be approved in advance by the appropriate Department Head and the Mayor. An Employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.

- E. Reimbursement shall be made upon successful completion of the course with a passing grade in a pass-fail course of a grade of C (2.00) or better. The Employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the Employee paid for tuition and fees. Any financial assistance available to an Employee shall be deducted from the amount the tuition reimbursement that would otherwise be payable. The Employee will only be reimbursed for tuition, fees and books. No incidental expenses such as paper, supplies, mileage, parking, meals and/or other expenses will be paid.
- F. If an employee receiving tuition reimbursement separates from City employment within three (3) years of receipt of reimbursement, the employee shall be required to reimburse the City for the tuition payments received within the three (3) year period before separation.

ARTICLE 31 DRUG/ALCOHOL TESTING

The City and the Labor Council agree the use of controlled substances, which cause intoxication or impairment on the job poses risk to the Employer, the affected Employee, co-workers and the public. To foster a safe, healthy and productive work environment, the City has a Drug-Free Workplace Policy and provides access to services for Employee assistance.

Section 31.1 Cause for Tests

Drug/alcohol testing may be conducted on Employees upon reasonable suspicion. Reasonable suspicion that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal illness pattern;
- C. Arrest or conviction for a drug or alcohol-related offense, traffic stop for purposes of suspected DUI, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Evidence that an Employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;

- F. For a two (2) year period following completion of a treatment program.
- G. An accident or injury in the workplace or while on duty, including a vehicular accident.

Such tests may be given when any of the above occur under such circumstances as would lead a reasonable superior to want to discover the drug or alcohol status of the Employee.

Section 31.2 Drug Testing Procedures

- A. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent.
- B. The procedure utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 31.3 Alcohol Testing Procedure

Alcohol testing shall be done in accordance with the Ohio laws to detect drivers operating a motor vehicle under the influence. A positive result of .02% or more shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 31.4 Confirmatory Testing

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing a second sample from the same container in the manner prescribed above.
- B. In the event the second test confirms the result of the first test, the Employer may proceed with sanctions as set forth in this Article.
- C. In the event that the Employee disagrees with the results of the first set of tests, the Employee may request the second container be tested in the same manner at the Employee's expense.

Section 31.5 Test Results/Refusal to Submit to Testing

The results of the testing shall be delivered to the Employer and the Employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the tests results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results. A representative for the Bargaining Unit shall have the right of access to the results upon request to the Employer, with the Employee’s consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to and including termination.

Section 31.6 Payment of Testing Costs

Costs of all drug screening tests and confirmatory tests as well as alcohol screening tests shall be borne by the Employer except that any test initiated at the request of the Employee shall be at the Employee’s expense.

ARTICLE 32 MEDICAL EXAMINATIONS

Section 32.1 Annual Examination

For purposes of fostering the total health and well-being of the Employees, each Employee is encouraged to undergo an annual medical examination. Upon the Employer’s receipt of sufficient proof as determined by the City, that the employee has undergone the medical examination, the employee shall be eligible for one of the following incentives:

Incentive Summary:

Facility Providing Annual Physical	Non-smoker/Non-Tobacco User	Smoker/Tobacco User	Additional Incentive for Individuals Completing Smoking/Tobacco Use Cessation Program (after verified completion of program)
Whitehall Employee Health & Wellness Center	\$350.00	\$245.00	\$105.00
Other physician of your choice	\$250.00	\$175.00	\$75.00

For purposes of the medical examination, an Employee may visit a health care provider of the employee’s choosing. However, if an Employee selects a health care provider out of network, the rules of the City’s health care plan governing out-of-network providers shall govern the cost of the medical examination. The benefit is maximized if an Employee obtains his/her annual

examination at the Whitehall Employee Health and Wellness Center as described above. No Employee shall be required to share the results of the medical examination with the City.

Section 32.2 Fitness for Duty

Medical examinations, both mental and physical may also be required at the discretion of the Chief of Police when individual situations raise a concern for a specific Employee's ability to safely perform the material and substantial duties of the employee's position or assignment. Such examinations are intended to guard the health and safety of the Employees and the public and ensure the ability of Employees to perform their duties in a safe manner. Refusal of an Employee to submit to a medical examination upon order of the Chief shall constitute insubordination and grounds for discipline including dismissal.

If an Employee, after such medical examination is determined to be unable to perform the essential duties of the employee's position or assignment, the Employee may be placed on leave including family medical leave, workers' compensation, disability or other appropriate paid or unpaid leave for which the employee qualifies. All actions taken with respect to this determination shall be considered in light of the requirements of the Americans with Disability Act.

ARTICLE 33 ENTIRE AGREEMENT

Section 33.1 Entire Agreement

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Except as otherwise provided in the Article on Duration, the provisions of this Agreement constitute the entire agreement between the Employer and the FOP, Ohio Labor Council, Inc., and for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter specifically referred to or covered by this Agreement, except as may be required by the State Employment Relations Board.

ARTICLE 34 DURATION AND SIGNATURES

Section 34.1 Contract

This Contract shall become effective January 1, 2017 and shall remain in full force and effect until midnight on December 31, 2019.

Section 34.2 Modification or Renewal

- A. If either party desires to modify, amend or terminate this Agreement, it shall give notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.
- B. The parties may also amend this Agreement at any time in writing by their mutual consent and agreement.

Section 34.3 Signatures

Signed and dated by the authorized representatives of the parties to this Agreement for this purpose on this ____ day of _____, 2017 in the City of Whitehall, Ohio.

For the Labor Council:

For the City of Whitehall:

Joel D. Glasser, Staff Representative

Kim J. Maggard, Mayor

Aaron Holman, Committee Chairman

Sara Holley, Committee Member

Pursuant to Section 64 (d) of the Charter of the City of Whitehall, Ohio, I hereby certify that sufficient funds have been appropriated for current year expenditures and there is now or is in the process of collection, sufficient revenue to conclude the transaction called for herein.

Dan Miller, Auditor
City of Whitehall, Ohio

Date

Pursuant to Section 27 of the Charter of the City of Whitehall, Ohio, I have reviewed this document and find it to be legally correct.

Michael T. Bivens,
City Attorney, City of Whitehall, Ohio

Date


Section 34.2 Modification or Renewal

- A. If either party desires to modify, amend or terminate this Agreement, it shall give notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.
- B. The parties may also amend this Agreement at any time in writing by their mutual consent and agreement.

Section 34.3 Signatures

Signed and dated by the authorized representatives of the parties to this Agreement for this purpose on this 1st day of May, 2017 in the City of Whitehall, Ohio.

For the Labor Council:



Joel D. Glasser, Staff Representative




Aaron Hotman, Committee Chairman




Sara Holley, Committee Member

For the City of Whitehall:



Kim J. Maggard, Mayor

Pursuant to Section 64 (d) of the Charter of the City of Whitehall, Ohio, I hereby certify that sufficient funds have been appropriated for current year expenditures and there is now or is in the process of collection, sufficient revenue to conclude the transaction called for herein.

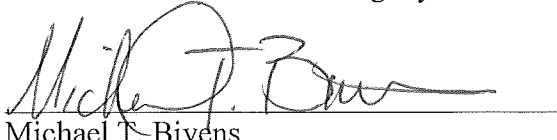


Dan Miller, Auditor
City of Whitehall, Ohio

4/10/17

Date

Pursuant to Section 27 of the Charter of the City of Whitehall, Ohio, I have reviewed this document and find it to be legally correct.



Michael T. Bivens,
City Attorney, City of Whitehall, Ohio

4/11/17
Date