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City of Sunbury and FOP/OLC
January 1, 2023 through December 31, 2025

AGREEMENT BETWEEN
THE
CITY OF SUNBURY POLICE DEPARTMENT



AND THE



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
BLUE AND GOLD UNITS

EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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ARTICLE 1
PREAMBLE/PURPOSE

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

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- B. To prevent interruptions of work and interference with the efficient operation of the Sunbury Police Department.
- C. To establish a procedure for the peaceful resolution of grievances.

Section 1.2 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

Section 1.3 Conformity to Law and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 1.4 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex or gender.

ARTICLE 2
LABOR COUNCIL RECOGNITION

Section 2.1 The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for all full-time employees that have been certified by the State Employment Relations Board in:

Unit A: Case No: 21-REP-11-0129

Included: All Full-time employees in the rank of Patrol Officers

Excluded: All other City of Sunbury employees, including but not limited to: Chief of Police, Deputy Chief, Sergeants, clerical staff and other management – level, confidential and/or supervisory personnel.

Unit B: Case No: 22-REP-04-0050

Included: All full-time employees in the rank of Sergeants

Excluded: Chief of Police, Deputy Chief, Police Officers, all other employees.

Section 2.2 All positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units in accordance with O.R.C. 4117.

ARTICLE 3
FOP/OLC DUES DEDUCTION

Section 3.1 The amount of dues to be deducted shall be established by the FOP/OLC updated, as necessary. A one (1) month advance notice must be given to the payroll clerk for deductions to start or changes to take place. The Employer agrees to deduct regular Labor Council membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization for the dues deductions from the employee. Upon receipt of the written, signed authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period. Upon written, signed revocation of the dues deduction authorization from the employee, the City shall no longer be obligated to make any dues deduction.

Section 3.2 All dues collected under this article shall be paid by the Employer to the person designated in writing by the Union.

Section 3.3 A member may withdraw authorization for dues deduction by directing a request in writing to the Employer and the Labor Council. Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee.
- B. Transfer of the employee from the bargaining unit.
- C. Layoff from work.
- D. An unpaid leave of absence.
- E. The employee submits a written, signed revocation.
- F. At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of the Union dues.
- G. When an employee is no longer a member of the Union

Section 3.4 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The FOP/OLC hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. In the event an employee(s) files a cause of action against the City regarding the deduction of dues pursuant to this Article, the deductions of those employee(s) shall cease immediately until the dispute is resolved.

Section 3.5 The parties agree that neither the employees nor the Labor Council shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

ARTICLE 4 **FOP/OLC BUSINESS**

Section 4.1 Representatives: The Employer shall recognize one (1) bargaining unit member from Unit A and one (1) bargaining unit member from Unit B to act as Stewards for the purpose of processing different grievances in accordance with the Grievance Procedure. Employees seeking Union representation must get a representative from their own unit (i.e., Unit A or B). The Labor Council shall provide to the Employer an official roster of the representative and the local Labor Council stewards which is to be always kept current and shall include the following:

- A. Name

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No employee shall be recognized by the Employer as a Labor Council representative until the Labor Council has presented the Employer with written certification of that person's selection.

Section 4.2 Release Time: A FOP/OLC steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings and/or to investigate grievances subject to the operational needs of the Employer. The Employer work duties shall at all times be the primary concern of said employees. In no event shall a FOP/OLC steward receive overtime or call-in payment to conduct grievances or FOP/OLC business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Office equipment may be reasonably used to investigate and process grievances.

Section 4.3 F.O.P. RELEASE TIME: Elected officers of the F.O.P., or Grievance representatives of the Labor Council will have available a combined total bank of thirty-two (32) hours of release time with pay during each calendar year to attend F.O.P. sponsored training programs relative to grievances representation or matters relative to contract administration and/or labor relations. Such Leave shall not be unreasonably denied, provided that:

1. The member officer gives at least a two (2) weeks advance notice of the request for leave to the Chief of Police, or his designee, including the date, time, place, and use of leave.
2. Either the Union or the Employee shall be required to provide the Chief a copy of the agenda (or summary) of the training in advance of the training session.
3. Such time off does not, in the opinion of the Chief, adversely affect departmental schedule and operational requirements.
4. Such time off shall not be devoted to collective bargaining on behalf of the lodge with the state, a county, or any political subdivision.

Section 4.4 FOP/OLC Roster: FOP/OLC Officers shall inform the Employer of the names of the current employees/stewards no more than seven (7) calendar days after any changes.

Section 4.5 Labor Council Employee Access: Labor Council Staff Representative(s) shall be admitted to the Employer's facilities during the Employer's normal office business hours for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given and the approval of the Employer. Upon arrival, the Labor Council Staff Representative shall contact the Employer or the Employer's designated representative who shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 4.6 Negotiations Committee: The FOP/OLC negotiating Committee shall consist of no more than two (2) employees from each bargaining unit. Members of the Committee shall be permitted to attend any negotiation session without loss of pay if such session is held during the committee member's regular scheduled hours of work. A negotiating committee member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift. Employees shall not receive compensation if bargaining occurs during their non-working hours.

Section 4.7 Ballot Box: The FOP/OLC shall be permitted, upon prior written notification to and approval of the Chief, to place a ballot box for a period not to exceed twenty-four (24) hours at the Police Department for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot. Any ballot box shall not be placed in public view.

Section 4.8 Bargaining Unit Meetings: The FOP/OLC shall be permitted, upon prior notification to and approval by the Chief of Police, to hold meetings for members within the Police Department. It is intended that normal Departmental operations shall not be disrupted by the use of this provision.

Section 4.9 Use of Intra-Departmental Mail/Email: The FOP/OLC shall be permitted to utilize the intra-departmental mail system. The use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. All mail communications shall be retained solely for Department-related communications. All mail placed into the mail system by the FOP/OLC shall be the property of the member to whom it is addressed and shall not be subject to the Employer's review, so long as it is labeled from the FOP/OLC and secured for delivery. The Employer shall not be responsible for such mail.

ARTICLE 5

BULLETIN BOARDS

Section 5.1. The FOP/OLC shall be permitted to maintain a bulletin board at the Police Department. The bulletin board will be reasonably accessible to all members at a mutually agreeable location. The Employer agrees to provide space for a bulletin board in agreed upon areas of each facility for use by the FOP/OLC. Where bulletin boards are already available, the Employer may permit the FOP/OLC use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the FOP/OLC use.

Section 5.2. All FOP/OLC notices which appear on the bulletin boards shall be signed. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. FOP/OLC recreational and social affairs.
- B. Notice of Union meetings.
- C. FOP/OLC appointments.
- D. Notice of FOP/OLC elections.
- E. Results of FOP/OLC elections.
- F. Reports of non-political standing committees and independent non-political arms of the FOP/OLC; and
- G. Non-political publications, rulings, or policies of the FOP/OLC.

All other notices of any kind not covered in A through G above must receive prior approval of the Employer or designated representative. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous, or derogatory attacks upon the administration.
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and,
- D. Attacks on and/or unfavorable comments regarding a candidate for public office, or for office in any employee organization.

Section 5.3. The Employer may immediately remove any material posted in violation of this article.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all legal rights to manage the operations of the Police Department of the City of Sunbury. The rights of the Employer shall include, but shall not be limited to the rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 6.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or schedule, or retain employees, and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine

- staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the Office as a governmental unit;
 - J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
 - K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
 - L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
 - M. The right to maintain the security of records and other pertinent information;
 - N. The right to determine and implement necessary actions in emergency situations;
 - O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
 - P. The right to determine the Police Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 6.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 6.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 7.1 The Labor Council understands and agrees that the filing of frivolous grievances can be disruptive to good labor-management relations therefore agrees that it will attempt to discuss the validity of the grievance with the employee prior to filing to determine if the grievance has

merit. Furthermore, the employee will first attempt to resolve the matter informally with the employee's supervisor prior to filing a grievance.

Section 7.2 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a violation, breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement. Written grievances must be submitted no later than fourteen (14) calendar days following the events and circumstances giving rise to the grievance.

Section 7.3 All grievances must contain the following information to be considered:

- A. Aggrieved employee's name (s) and signature(s), group grievance should be designated as such and indicate the members of the group.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incidences or circumstances giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.
- J. Documentation and/or any evidence in possession of the Grievant believed to support the grievance (with the understanding that both parties may produce additional evidence through the process, including arbitration).

Section 7.4 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such a grievance shall be required to sign the grievance.

Section 7.5 When computing any applicable time period under this article, the date of the event, act, or default from which the designated period of time begins to run shall not be included. Furthermore, if the last calendar day of the time period falls on a Saturday, Sunday or a legal holiday observed by the Employer, the deadline shall be extended to the next regular business day.

Section 7.6 All grievances must be processed at the proper step to be considered at subsequent steps. All time limits on grievances may be extended upon mutual written consent of the parties.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based on the City's last answer. Any grievance not answered by the City

within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure, except for grievance arbitration which may only be pursued by the Union.

Section 7.7 It is the mutual desire of the Employer and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Labor Council to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One - Immediate Supervisor An employee having a grievance will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the grievant(s) within seven (7) calendar days following the submission of the written grievance to their supervisor.

A grievance representative may accompany the grievant to grievance meetings should the grievant request their attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2. Sergeants are to start the Grievance process at Step Two.

B. Step Two – Deputy Chief Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One response was due) the grievant may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Deputy Chief. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Deputy Chief shall date the form accurately showing the date the grievance was received.

The Deputy Chief shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant.

Within seven (7) calendar days of the meeting at Step Two, the Deputy Chief shall submit their written response to the grievance.

C. Step Three – Chief of Police Should the grievant not be satisfied with the answer in Step Two, within seven (7) calendar days after receipt of the Step Two response (or seven (7) calendar days after the Step Two response was due), the grievant may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Chief of Police, or Chief's designee, shall date the form accurately showing the date the Chief's Office received the form.

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The Chief of Police or designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward.

Within seven (7) calendar days of the meeting at Step Three, the Chief of Police or designee shall submit their written response to the grievance.

D. Step Four – Mayor Should the grievant not be satisfied with the answer in Step 3, within seven (7) calendar days of receipt of the Step Three answer or seven (7) calendar days after the response was due, the grievant may appeal the grievance to Step 4 by delivering a copy of the grievance, containing written responses at the prior Steps and any other pertinent documents, to the Mayor, or designee. The Mayor, or designee, shall date the grievance, accurately showing the date their office received the grievance.

Within seven (7) calendar days of their receipt of the grievance, the Mayor shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Mayor and/or Grievant may bring appropriate witnesses.

In the meeting called for at this Step, the Mayor shall hear full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting, at this Step, the Mayor shall submit to the grievant a written response to the grievance.

The employee may have their Union steward or another representative present at any stage of the grievance process.

Section 7.8 Should a grievant not be satisfied, after receiving the written answer to the grievance at Step 4 of the Grievance Procedure, The Union may appeal matters of contract interpretation to arbitration by serving the Employer with a written notice of intent to arbitrate. Only suspensions of more than one (1) regularly scheduled shift may be appealed to arbitration by the Union. The Labor Council must make written notification to the Employer of the intent to arbitrate within thirty (30) calendar days of the written answer from the Employer at Step 4. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

The Labor Council shall within fourteen (14) calendar days following the notice of intent to arbitrate jointly agree to request a list of nine (9), impartial arbitrators, from the Federal Mediation and Conciliation Service from Area 15. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the FMCS. The parties shall toss a coin to determine which party shall be the first to strike a name from the list, then the other party shall

strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party may reject only one list per dispute. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement which are in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights, arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step One of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

If a question of arbitrability exists, the first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding. The costs of the services, costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, shall be borne equally by the Employer and the Labor Council. The expenses of any non-employee witness shall be borne 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 transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7.9 Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer, the grievant, or Union by mutual agreement in writing.

Section 7.10 This grievance procedure shall be the exclusive method of resolving grievances.

**ARTICLE 8
LABOR/MANAGEMENT MEETINGS**

Section 8.1 In the interest of sound labor/management relations, the Employer and no more than three (3) designees shall meet with not more than two (2) employee representatives and one (1) professional staff representative of the Labor Council to discuss pending problems and/or to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. Either party may request a labor relations meeting. The meetings will be held at a mutually agreeable time.

Section 8.2 An agenda will be exchanged at least seven (7) calendar days in advance of the scheduled meetings with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. All matters on the agenda requested to be discussed will be discussed. Neither party is obligated to discuss an item not on the agenda.

The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Notify the Labor Council of changes made by the City which would affect bargaining unit members.
- C. Discuss grievances when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. Discuss any other items affecting the Labor/Management relationship.

Section 8.3 Employees representing the Labor Council shall be given sufficient time without loss of pay or benefits to attend such meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending meetings during their nonworking hours.

**ARTICLE 9
INTERNAL REVIEW PROCEDURE**

Section 9.1 Scope: All complaints against the Sunbury Police Department or its employees shall be investigated.

Section 9.2 Notification: At any time, an inquiry concerning an employee occurs, when the Employer believes that disciplinary action of record will or may result, the employee will be notified when first questioned, that such result is possible. Prior to any questioning, the employee

shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the allegations made against the member. The member shall be informed of the member's rights and responsibilities relative to the investigation, in advance of any questions.

Section 9.3 Right to Representation: During a formal internal affairs investigation the member may upon request, be accompanied by a representative of the FOP/OLC. If a member desires, the member shall be given a reasonable opportunity to consult with such representative before being required to answer questions. Employees may waive the right to FOP/OLC representation by signing the appropriate FOP/OLC forms.

Section 9.4 Interviews: Any questioning, or interviewing, of an employee will be conducted at hours reasonably related to their shift, preferably during, or immediately before or after, the member's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for a member's attendance to other physical necessities. Before answering questions during the IA, the employee may request to review relevant documents, recordings and/or records. However, such review shall not delay the questioning more than forty-eight (48) hours.

Section 9.5 Responsibility to Respond: Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 9.6 Notification of Completion: Any member who has been under an internal investigation shall be informed of the outcome within a reasonable period upon completion of the investigation.

Section 9.7 Access to Recordings and Documents: Once the investigation is completed and reasonably in advance of any pre-disciplinary conference, the member who is subject to questioning will be provided access to one copy of any transcripts, records, written statements, and recordings generated by the investigation, including but not limited to transcripts of questions and responses to polygraph examinations or other truth testing device at no cost to the employee. The employee will submit the request in writing.

Section 9.8 The Employer may require an employee to submit to a polygraph examination or CVSA if the employee is the focus of an internal investigation. Any such testing will be conducted by an outside law enforcement agency.

ARTICLE 10

DISCIPLINARY PROCEDURES

Section 10.1 No Employee shall be reprimanded, reduced in pay, demoted, suspended, or discharged except for just cause. Discipline shall be conducted in a consistent manner.

Section 10.2 Except in instances where more severe discipline is warranted due to the employee's misconduct, discipline will normally be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Progressive discipline shall consider the nature of the violation, the Employee's record of discipline and the employee's record of performance and conduct, and other relevant considerations.

Discipline may include, but is not limited to the following:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension (Paid or Unpaid)
- D. Forfeiture of Paid Leave
- E. Demotion, and
- F. Termination

The level of discipline shall be commensurate with the infraction and may be an advanced level of discipline for a first offense, up to and including removal. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter.

Section 10.3 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The affected employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. Employees may grieve all discipline. However, consistent with the Grievance Procedure, only suspensions of more than one (1) regularly scheduled shift may be appealed to arbitration by the Union. Grievances pertaining to discipline of suspensions of one (1) regularly scheduled shift or less shall be maintained in the employee's personnel file.

Section 10.4 Whenever the Employer conducts a meeting with an employee regarding alleged misconduct or a meeting from which disciplinary action is likely to result, the employee shall have the right to have a representative of choice present, if so desired and requested. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours or at a time contiguous to their duty hours. Time shall be allowed during such questioning for attendance of physical necessities or consultation with the employee's representative. Members shall be informed, in writing, of the results of any investigation in which the member is interviewed, at the conclusion of the investigation, if such investigation has been reduced to writing. No written documentation is necessary if the investigation consisted of merely oral interviews.

Section 10.5 Whenever the Employer (or designee) determines that an employee may be disciplined for cause that may warrant a loss of pay (including only suspension, demotion, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of response to the alleged misconduct. Such conference may be held at a time to be determined by the Employer. The Chief of Police, or designee, shall conduct the Pre-Disciplinary Conference.

Section 10.6 The employee shall be given at least twenty-four (24) hours' advanced notice of the hearing date and time unless the parties agree to a lesser time frame to have a hearing. Regarding the pre-disciplinary hearing an employee may elect to do any of the following:

- A. Appear at the hearing and present an oral or written statement;
- B. Appear at the hearing and have a representative present an oral or written statement;
- C. Have a representative appear at the hearing and present an oral or written statement in place of an employee, who is physically unable to appear for the hearing; or
- D. Elect to waive, in writing, the opportunity to have a pre-disciplinary hearing.

The employee may have a FOP/OLC official present at the pre-disciplinary conference. The employee shall be responsible to notify the FOP/OLC official.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1 It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers, and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal office business hours, upon reasonable advance notice. All such examinations shall be conducted in the presence of the Employer's designated representative.

Section 11.2 Employees will be provided with a copy of any materials contained in their personnel file upon written request, except those that may otherwise be deemed confidential by the Ohio's Public Records Act, or other applicable law.

Section 11.3 If an employee, after examining the employee's own personnel file disputes the accuracy in those documents in such file, the employee may submit a memorandum to the Chief explaining the alleged inaccuracy. The Chief, or designee, shall, after receiving the request from the employee, review the disputed information within fourteen (14) calendar days. If the Chief concurs with the employee's contention, the Chief shall remove the inaccurate document or attach the employee's memorandum to the document in the file and note thereon concurrence with the memorandum to the document in the file. Documents removed from the employees personnel file will only be destroyed consistent with the City's Records Retention Schedule.

Section 11.4 Records of documented verbal warnings and written reprimands placed in an employee's personnel file shall not be considered in future disciplinary proceedings after a period of twelve (12) months, providing the employee receives no additional disciplinary actions, during the twelve (12) month period. Records of suspensions or demotions shall not be considered in future disciplinary actions after a period of twenty-four (24) months and shall be removed from the personnel file, providing the employee receives no additional disciplinary during the twenty-

four (24) month period. If an employee receives any intervening disciplinary action during the twenty-four (24) month period, a new 24-month period retention period shall begin on the date of the most recent discipline, so long as the discipline resulted in a suspension, other loss of pay, or like offense. However, such records will be maintained by the City consistent with the City's Records Retention Schedule and may be utilized for the purpose of establishing that the employee had knowledge of a standard of conduct, if the employee raises the defense of lack of knowledge.

ARTICLE 12 **SENIORITY**

Section 12.1 For purposes of this Agreement, "total seniority" shall be defined as total continuous service in regular full-time employment with the City of Sunbury Police Department. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service with the City. If two or more employees begin service with the City on the same date, the employees' seniority shall be determined by the date of application with the date of first application having the greater seniority. If the two applications were submitted on the same date, then the employees' birthdate shall be the tie-breaker with the older employee being more senior.

Continuous service shall only be interrupted when a "break in service" occurs. A break in service occurs in the following instances:

- A. Separation because of resignation or retirement;
- B. Termination which has not been overturned;
- C. Failure to return from an authorized leave of absence/job abandonment;
- D. Failure to respond to a notification of recall from layoff;
- E. Absence from employment for a period of longer than six (6) months.

"Classification Seniority" shall be the date of the employee's appointment to their current rank. If two or more employees' positions are within the same classification on the same date, the employee's classification seniority shall be determined by the date of the application with the date of the first application having greater seniority. If the two applications were submitted on the same date, then the employee employees' birthdate shall be the tiebreaker with the older employee being more senior. In the event an employee and the Employer agree to allow an employee to voluntarily return to the rank of a patrol officer, the employee shall be credited for their time in all previous classifications

Seniority shall only be used for the purposes set forth in this Agreement.

Section 12.2 Employees shall continue to accrue seniority during the following:

- A. absence while on approved paid or approved unpaid leave not exceeding six (6) months;
- B. military leave of absence; or
- C. Absence due to a disability retirement through OPERS from which the employee is reinstated within the statutory reinstatement period.

Section 12.3 Seniority List: Seniority lists shall be posted once a year on or around December 1, unless names are added/removed. In the event names are added/removed, the seniority list shall be posted as soon as practicable. Seniority lists shall include the employees' total seniority and classification seniority. Any disputes concerning the seniority list shall be submitted consistent with the grievance procedure.

ARTICLE 13 PROBATIONARY PERIOD

Section 13.1 Every newly hired employee will be subject to a probationary period of one (1) year beginning their first date of fulltime employment with the Police Department.

An employee promoted or whose classification is changed to Sergeant will be subjected to a probationary period of 365 calendar days beginning their first date of fulltime employment as a Sergeant.

Time spent in any other capacity other than fulltime for the City shall not count towards the employee's probationary period.

Section 13.2 Newly hired probationary employees including employees hired at an advanced step or as a lateral transfer may be terminated anytime during their probationary period and shall have no appeal over such removal. Employees promoted from a position within the Sunbury Police Department to a higher rank within the bargaining units that do not successfully complete their promotional probationary period shall be returned to their prior position.

A probationary employee who has lost work time due to illness or injury for more than three (3) workdays (cumulative) shall have the probationary period extended by the length of the illness or injury.

ARTICLE 14 VACANCY AND PROMOTIONS

Section 14.1 Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) calendar days. During the posting period, anyone wishing to apply for the vacant position meeting the minimum qualifications of the position as established by the City shall do so by submitting a written application. The Employer shall not be obligated to consider any applications which do not meet the minimum qualifications for the job as described in the posting or submitted outside the posted timelines. Postings shall contain the classification title, rate of pay, a brief summary of job duties, and the minimum qualifications.

Section 14.2 Filling a vacancy is not a promotion if it is within the same bargaining unit.

Section 14.3 The City shall make promotions with candidates that it believes to be the most qualified. Factors considered upon promoting an officer include, but not limited to:

- A. Length of the officer's continuous service with the Sunbury Police Department.
- B. Overall experience of the officer in law enforcement such as prior work experience in a similar position in another law enforcement agency
- C. Knowledge, training, ability, skill, and efficiency
- D. Attendance record;
- E. Disciplinary record, and
- F. Overall personnel record

The Employee most qualified as determined by the City will receive the promotion. This does not mean that the most senior Employee meeting the minimum qualifications shall be promoted.

Section 14.4 If upon reviewing the candidates for promotion, the Employer determines that an outside candidate more appropriately meets the Department's needs for the promoted position, the Employer may appoint a person outside of the bargaining unit into the promoted position.

Section 14.5 Promoted employees shall serve a three hundred sixty-five (365) day probationary period. The Employer must notify the officer before the employee's three hundred sixty-five (365) day probationary period ends of the decision to continue the officer in the promoted position. Those promoted officers failing to complete their probationary period successfully shall be returned to their original shift schedule (including days off) in their former classification with time counted towards their seniority.

Section 14.6 An assignment is a directive by the Employer (or designee) to perform work. The Employer determines all assignments. An officer may be assigned to do work in a different assignment, on a reasonable basis. Additional, non-temporary assignments shall be posted and qualified candidates interviewed.

Section 14.7 An assignment by the Employer would be to perform work in the following positions: K-9 Officer, Detective and School Resource Officer, and any new assignment as determined by the Employer with fourteen (14) calendar days advance notice.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1 When the Employer determines a layoff is necessary, at its discretion, affected employees shall be given twenty-one (21) calendar days advance written notice of the layoff, including its rationale of those employees to be laid off. The Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification. It is understood that no provisions of the Civil Service Law or rules shall apply to layoffs and this procedure shall be the exclusive procedure.

Section 15.2 Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon a consideration of factors, including: the employee's specialized assignment, if any; the skills, training and abilities of the employees; the attendance of the employees; the disciplinary record of the employees; and, the employees' total seniority. If all factors are equal, the least senior employee based upon total seniority shall be laid off first.

Section 15.3 An employee who is laid off shall have the right to displace an employee in a lower classification with less total seniority provided the laid off employee is qualified to perform the duties of the lower classification.

Section 15.4 Employees who have been laid off shall retain reinstatement rights to the positions from which they were laid off and be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised through written notice of a current and accurate mailing address. The Employer shall not hire or promote any employee into an affected classification during the two (2) year recall period where employees have been laid off within such a classification until such time as all affected employees within such classification have either been reinstated or have declined reinstatement. If all eligible employees for a recall have declined reinstatement, or failed to respond within the appropriate time period, the City may hire and promote employees prior to the expiration of the two (2) year recall period.

Section 15.5 Affected employees shall be notified in writing by the Employer of their recall right. Affected employees shall have fourteen (14) calendar days within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure by the employee to notify the Employer of their decision within the established fourteen (14) calendar day period shall be considered a rejection of the offer of reinstatement.

Section 15.6 All written notices required of the Employer or employee herein shall be by certified mail to the last known address of the employee on file with the City.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Nothing in this article shall be construed as a restriction on the City to mandate overtime.

Section 16.2 Definition The workweek shall typically consist of forty (40) hours. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of two thousand eighty (2080) hours.

Section 16.3 Overtime Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1 ½) times

their regular hourly rate for all hours in paid status in excess of forty (40) hours during the workweek. For purposes of calculating an employee's overtime, paid status shall include hours actually worked by the employee and time spent while on vacation leave, compensatory time, personal day and bereavement leave.

Section 16.4 Pyramiding There shall be no pyramiding of pay for the same hours worked or paid.

Section 16.5 Call In Pay/Court Pay Any employee not on duty, who must appear in court as an arresting officer or witness in a criminal or civil case related to the employees' employment with the Employer shall receive a minimum of three (3) hours pay at the appropriate rate of pay, for the minimum or actual hours in attendance, whichever is greater. Appearances which abut an employee's work hours shall be compensated for but shall not be subject to the minimum hours set forth above.

Any employee called in to work after leaving work or in a day when the employee is not scheduled to work shall receive a minimum of three (3) hours' pay at the appropriate rate of pay for the minimum or actual hours in attendance whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subject to the minimum hours set forth above.

Section 16.6 Compensatory Time At the election of the employee, overtime may be compensated with compensatory time off. Such compensatory time off shall be earned in a manner consistent with the overtime provisions outlined above. Employees shall be permitted to use no more than one hundred (100) hours of compensatory time in a calendar year. Employees shall be permitted to refill their compensatory time bank to a 100-hour maximum. However, employees shall not be permitted to use more than 100 hours of compensatory time in a calendar year.

Section 16.7 Payment of Accrued Compensatory Time at Separation Upon separation from employment, employees shall be paid for their accrued, but unused compensatory time. In the event of any employee's death, such accrued, but unused, compensatory time shall be paid to the employee's surviving spouse or estate.

ARTICLE 17 **ASSIGNMENTS**

Section 17.1 The Employer will assign each bargaining unit member to a shift for a period of one (1) year. Positions on each shift will be posted by the Employer during the month of December each year, and employees will be permitted to express their shift preferences, in writing, during a fourteen (14) day period. The Employer will assign shifts to meet the operating needs of the department. This section will not apply to personnel in special assignments. K-9 Officer, Detective, and School Resource Officer. The Employer reserves the right to assign special assignments to Employees as needed. Special assignments in some cases may still be considered shift coverage, for example(s) K-9 Officer and off-season or no school day S.R.O.

Section 17.2 Whenever a vacancy occurs on another shift or in days off an assignment on a shift, the employee applicant with the greater seniority making a request in writing for transfer to a said vacancy shall be selected, unless the skill and ability of another applicant are greater, and the Employer determines that such skill and ability is needed to fill the vacancy. The first vacancy will be posted for a period of three (3) full days for employees interested, the Employer shall consider any employees, in good standing, who may be off work on permissive time off during the posting and expressing interest. This process will not impede the operational needs of the City. Vacancies on another shift posted after the first vacancy has been filled will not be posted and will be filled at the discretion of the Employer.

Section 17.3 When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the Employer to be told the reason such request was denied. This section will not apply to personnel in special assignments.

Section 17.4 Other special assignments may be made to affect the completion of a specific project or task without regard to this article for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and meet and discuss the special assignment upon written request from the Union.

Section 17.5 Unless required due to the operational needs of the Employer, Field Training Officers shall not be moved from their shift to train employees. In the event operational needs require FTOs to move shifts, the Employer shall provide fourteen (14) days advance notice. This section does not apply for the FTO's Taser, Firearm, Asp, or any other certification or recertification course or class or the teaching of such class.

Section 17.6 The Employer retains the right to determine that a shift vacancy shall not be filled.

ARTICLE 18 **WORK RULES**

Section 18.1 All new work rules, policies, regulations and changes to existing work rules, policies and regulations shall be posted or distributed seven (7) days prior to implementation except in cases of emergency. The copy can be electronic via an online policy program.

Section 18.2 The work rules, policies and regulations shall be applied and interpreted consistently by the Employer. In the event of a conflict between a work rule and a provision in the collective bargaining agreement, the terms of the collective bargaining agreement shall apply.

Section 18.3 Nothing contained in this article shall be construed in any manner as a limitation on the Employer's rights to alter its work rules, policies, or regulations.

ARTICLE 19
SUBSTANCE ABUSE TESTING

Section 19.1 Substance Testing The Employer and Union agree to be subject to the terms of the City's Drug Free Workplace Policy. The Employer reserves the right to modify the Drug Free Workplace Policy. However, prior to implementing any changes to the Drug Free Workplace Policy, the Employer shall first meet with the Union for the purpose of receiving input and discussing the effects of any modification.

A copy of the Drug Free Workplace Policy as modified by the parties shall be made available to bargaining unit members.

The application of the Drug Free Workplace Policy is an appropriate topic for Labor/Management Meetings.

ARTICLE 20
WAGES

Section 20.1 The following rates will be effective January 1 of each year. The wage increase effective January 1, 2024, shall represent a three percent (3%) wage increase. The wage increase effective January 1, 2025, shall represent a two percent (2%) wage increase.

Patrol Officer					
	A	B	C	D	E
	0-6 months	6-12 months	1-2 years	2-3 years	3+ years
1/1/2023	\$ 29.50	\$ 31.00	\$ 32.75	\$ 34.50	\$ 36.37
1/1/2024	\$ 30.39	\$ 31.93	\$ 33.73	\$ 35.54	\$ 37.46
1/1/2025	\$ 30.99	\$ 32.57	\$ 34.41	\$ 36.25	\$ 38.21

Sergeants shall receive a twelve percent (12%) rank differential above the Step E Patrol Officer upon their first day of full-time service as a Sergeant.

Sergeant	
1/1/2023	\$ 40.73
1/1/2024	\$ 41.96
1/1/2025	\$ 42.80

- B. Employees will normally be hired at Step A of the wage scale. Exceptions can be approved by the Employer based on experience and education. Employees will advance to Step B of the wage scale after completing 6 months of full-time employment with Sunbury. Employees shall move to Step C upon the one-year anniversary date as a full-time Patrol Officer with Sunbury. Employees shall move to Step D upon the two-year anniversary date as a full-time Patrol Officer with Sunbury. Employees shall move to Step E upon the three-year anniversary date as a full-time Patrol Officer with Sunbury.
- C. Employees assigned by the Chief, or designee, to serve as a FTO for the duration of an entire shift shall receive a \$1.50/hr. wage supplement for each completed shift as an FTO.
- D. Each full-time bargaining unit employee shall receive a longevity supplement added to their base rate of pay upon the completion of the required years of employment with the Sunbury Police Department as follows:
- | | |
|---|-----------------|
| After five (5) years' service | \$0.25 per hour |
| After ten (10) years' service | \$0.50 per hour |
| After fifteen (15) years' service | \$0.75 per hour |
| After twenty (20) years' service | \$1.00 per hour |
- An employee's eligibility for and calculation of years of service for purposes of longevity shall be based upon the employee's total seniority with the City of Sunbury as defined in the Seniority Article.
- E. Patrol Officers assigned by the Chief, or designee, to serve as an Officer-in-Charge for two (2) or more regularly scheduled, complete shifts will receive a \$1.50/hr. supplement for all hours serving as OIC, including the hours serving as an OIC during first 2 entire shifts assigned as OIC.
- F. Whenever an employee is demoted, the employee shall be paid at the applicable step based upon the employees' completed years of service, unless otherwise agreed by the Employer and Union.
- G. The Employer shall continue its practice regarding employees' contributions to the Public Employee's Retirement System. This plan will utilize the salary reduction method of deducting the employees' contributions from the employees' gross wages to arrive at an adjusted gross wage for tax purposes. The Employer shall not pay any portion of the employee's share of the retirement contribution.

ARTICLE 21

VACATION LEAVE

Section 21.1 Vacation Year The vacation year for Employees shall end at midnight on December 31 of each year.

Section 21.2 Accrual Employees shall accrue vacation leave by pay period at the annual rate set forth in this Article, based upon years of service of continuous service with the City. A new employee shall accrue, but not use, vacation until completion of six (6) months of service with the City. An employee shall not earn full vacation accrual in a given pay period unless the employee is in full pay status (i.e. on duty or on approved leave with pay, including sick leave, vacation, injury leave, bereavement leave, compensatory time leave, and holidays) in the entire pay period. In the event an employee is not in full pay status during the entire pay period, the employee shall accrue vacation leave on a pro-rated basis for the part of the pay period for which an employee is on duty or on approved leave with pay.

Section 21.3 Schedule of Accrual Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule. Employees shall move to the next step after the 5th, 10th, 16th and 20th years of service:

<u>Years of Service</u>	<u>Accrued Vacation (Hours Per Year)</u>	<u>Accrual Level (Max.) Per Pay Period</u>
0-5 Years of Service	80 Hours (10 days)	3.1 Hours
6-10 Years of Service	120 Hours (15 days)	4.6 Hours
11-16 Years of Service	160 Hours (20 days)	6.2 Hours
17-20 Years of Service	200 Hours (25 days)	7.7 Hours

Upon the completion of 20 years of service, employees shall accrue eight (8) additional hours of vacation for each year of completed service.

Section 21.4 Maximum Accumulation Eligible full-time employees may accumulate unused vacation leave to a maximum of three hundred (300 hours). Employees with at least five (5) years of service may cash in up to eighty (80) hours of vacation leave annually, so long as they have used at least eighty (80) hours of vacation leave during the calendar year. Requests to cash in vacation leave shall be made in writing between November 1 and November 15 of each calendar year. Although the Employer may make efforts to advise employees of their vacation accrual balance, which may include notice on the employee's paystub, it is the employee's responsibility to track their respective permissive time banks.

Hours in excess of the 300 hours maximum accumulation amount at the end of the year (Dec. 31) will not be permitted to be carried over and will be forfeited.

Section 21.5 Scheduling Vacation leave is to be taken in minimum units of one hour (1) and requests for the use of such leave shall be made in writing. Vacations shall be subject to the staffing requirements of the Employer but shall not be unreasonably denied. During the first week in December, a signup schedule will come out for the following year. Officers will get to schedule

one, forty (40) hour consecutive vacation which may include only one eight (8) hour holiday in the 40-hour selection by total seniority for Patrol Officers and classification seniority for Sergeants. For purposes of the 40-hour vacation selection, the following shall be considered one (1) holiday: Thanksgiving/Day after Thanksgiving; Christmas Eve/Christmas Day; and, New Year's Eve/New Year's Day. Officers may opt out of taking their consecutive 40-hour vacation sign-up turn.

Once all Employees have scheduled their vacation or opted out, the remaining vacation and time off will be granted on a first come first serve basis. The employer will maintain a posted thirty-day (30) work schedule. Vacation or compensatory time shall not be requested beyond ninety-days (90) out. In the event the employee wishes to schedule time off outside of the ninety-days (90) they may submit, in writing to the Employer, such request for review and approval. For example, a prepaid vacation, wedding, or event that requires advanced planning. Patrol officers shall schedule their vacation based on their total seniority as defined in the Seniority article. Sergeants shall schedule vacations based on their classification seniority as defined in the Seniority article.

Section 21.6 **Prior Service** Vacation accrual shall be based upon full-time employment with the Employer and/or years of prior full-time service in law enforcement as determined by the Employer.

ARTICLE 22

HOLIDAYS AND PERSONAL DAY

Section 22.1 **Holidays** - Employees shall be entitled to the following holidays:

1. New Years' Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. ½ Day on New Year's Eve

Section 22.2 **Premium Pay** Employees assigned to work a majority of their regularly scheduled shift on a holiday shall be paid at a rate of one and one-half (1½) times their regular hourly rate for all hours worked during their shift, in addition to receiving their eight (8) hours of holiday pay.

Section 22.3 Personal Day On January first each year each employee shall be credited with one (1) personal day of compensatory time annually to be taken as a personal day. Personal leave shall not accumulate from year to year nor shall it be compensated for in any manner if not used. The personal day off may be taken upon request and with the approval of the Employer. Hours in this Section shall not be combined with the compensatory time bank.

**ARTICLE 23
SICK LEAVE**

Section 23.1 Paid Sick Leave Days Employees are eligible for paid sick leave days. Sick leave days will accrue at the following rate:

Full-Time Employee	Sick Leave
<u>Designation</u>	<u>Accrual Rate</u>
Hourly/Salary Paid	4.6 hrs/per 80
Hour pay period	

Section 23.2 Active Pay Status For purposes of accumulating sick leave hours, "active pay status" is defined as hours actually worked and any paid time off hours (vacation, sick leave, bereavement leave, compensatory leave, and holidays). It shall not include non-paid time off.

Section 23.3 Compensation Approved paid sick leave will be paid at the employee's regular rate of compensation. Sick leave may be taken in one-half (½) hour increments.

Section 23.4 Accumulation Eligible full-time employees may accumulate unused sick leave days without limit.

Section 23.5 Use of Sick Leave Days Sick leave may be utilized for a maximum of up to three (3) consecutive working days off with the approval from the eligible employee's immediate supervisor. After the third day, sick leave may be utilized only upon the approval of the Chief or designee. In any event, sick leave may be utilized for the following reasons:

- A. Illness or injury of the employee, or illness or injury of the employee's immediate family reasonably requiring the presence of the employee.
- B. Exposure of an employee, or exposure of the employee's immediate family residing in the employee's household, to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee or an employee's immediate family residing in the employee's household or where the employee shares custody of such immediate family member. Employees shall make every attempt to schedule routine examinations, counseling sessions and dental appointments during off-duty time. This also includes appointments for such family members who require

an employee's attendance or assistance at such appointments, as well as pre-natal, childbirth and/or post-natal care.

- D. Bereavement leave due to the death of the employee's spouse, children, mother (in-law), father (in-law), sister (in-law), brother (in-law), grandparent (in-law), grandchild, or legal guardian. Bereavement leave may be taken up to three (3) consecutive working days. Additional bereavement leave, not to exceed two (2) additional days, may be requested of the Chief, or designee, in order to accommodate an employee's travel arrangements to attend a funeral. One (1) day may be granted for extended family with the approval of the Employer.

For purposes of this article, immediate family shall be defined to include an employee's spouse, children, the parent, or other resident dependents.

Section 23.6 Notification Employees must notify the Employer not less than two (2) hours prior to their scheduled starting time. The employee also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to the immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one-half (½) hour), the employee must notify the immediate supervisor of the employee's arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

Section 23.7 Documentation Medical documentation, including a medical examination required by the City, may be required for any amount of sick leave time off taken. Time to attend and any expenses for required medical examinations shall be at the City's cost.

Section 23.8 Sick Leave While on Vacation If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines the employee to a hospital or a residence, the employee may opt to charge vacation time to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to the employee's immediate supervisor before such a change can be made.

Section 23.9 Sick Leave Payments Upon Death If an employee is killed while in the performance of his or her job duties, or dies as the result of an injury, illness, and/or disease sustained or contracted in the line of duty, the surviving spouse, or secondarily the employee's estate, shall be paid one hundred percent (100%) of the value of the employee's accrued sick leave at the regular rate of pay in effect at the time of the employee's death.

Section 23.10 Abuse/Misuse of Sick Leave Employees who abuse, misuse and/or fraudulently request or use sick leave may be disciplined, up to and including termination.

Section 23.11 Sick Leave Donation Employees may donate up to twenty-four (24) hours of sick leave to an employee in the Police Department. In order to be eligible to donate sick leave, the donating employee must have an unused sick leave balance of two hundred and forty (240) hours following the donation of sick leave. In order to be eligible to receive donated sick leave, employees must have exhausted all of their paid leave. Employees requesting donated sick leave shall submit a written application to the Chief, or designee, requesting to receive donated sick leave due to an illness, injury, or other medical hardship.

Section 23.12 Sick Leave Conversion at Retirement An employee, at the time of retirement from active service with the Employer, shall be paid one-fourth (1/4) of the value of his or her accrued, but unused sick leave. The maximum of such payment, however, shall be for two hundred forty (240) hours. To qualify for such payment, the employee must be eligible to receive retirement benefits through a state-sponsored retirement plan and actually retire from service. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 24.1 Uniforms and Equipment The Employer shall determine and provide employees with any required uniform and equipment items to perform their duties hired for. Upon hire, the employee will receive the necessary uniform and equipment furnished by the City. It is the responsibility of all employees to maintain their uniforms and to be presentable and dress within standards established by the Employer. If determined that there is a necessary change or need to replace an employee's uniform and/or equipment items, the employee may be required to turn in any such uniform and/or equipment item when the Employer provides the employee a new or replacement item.

Section 24.2 Damaged Uniforms The Employer shall replace, at no cost to the employee, any uniform or piece of equipment thereof which is damaged or destroyed in the performance of their duties, unless the negligence of or intentional abuse by the employee causes the damage or loss. Any such incident shall be reported to the Employer, or designee, who shall make the appropriate allowance to replace the uniform or equipment.

Section 24.3. Personal Property Where the employee supplies evidence that the employee sustained damage to personal property including clothing while performing assigned duties of work with due caution and without negligence on the part of the employee, the Employer, shall reimburse the employee for the cost of necessary repair or replacement. No more than two-hundred \$200.00 for any item. The employee shall present the personal property for the Employer's inspection before repairing or replacing the said property. Repair or replacement of the said property shall be at the Employer's option.

Section 24.4 Damaged Eyeglasses Eyeglasses that are lost or damaged while the employee is engaged in the performance of their duties, not resulting from negligent action, shall be

compensated by the city at the current rate of replacement up to a limit of four hundred (\$400.00) dollars. For an affected employee to afford the benefit of this reimbursement, the employee shall provide the employer a written explanation of the incident that gave cause to such loss or damage. Upon receiving the event's documentation and approval, the employee will be reimbursed as soon as practical by the city. Such reimbursement shall be made no more than once in a twelve-month period.

Section 24.5 Uniform and Equipment Return All uniforms, accessories, other items of clothing, and equipment purchased by the Employer shall remain the property of the Employer. Upon the termination of employment, the employee shall return such uniform, accessories, and equipment to the Employer.

Section 24.6 Annual Allowance Uniformed Assignment All bargaining unit members shall receive an annual uniform allowance in the gross amount of Five Hundred Dollars (\$500.00 before tax deductions). This one-time payment shall be made in the second week in February of each year of this agreement. The payment will be made to the employee separate from normal payroll payments. These funds are being paid to the employee for the purchase and/or upkeep of items such as boots (after the initial city purchased boots), flashlights, and specialty foul weather gear desired by the employee to assist in the performance of their duties. Uniform and equipment items being purchased for the performance of their duties shall be approved items by the employer.

Section 24.7 Annual Detective & Plain Clothes Allowance Bargaining unit employees assigned to serve in "plain clothes" or Detective capacity shall receive an annual clothing allowance in the gross amount of one thousand dollars (\$1,000 before tax deductions). This one-time payment shall be made in the second week in February of each year of this agreement. The payment will be made to the employee separate from normal payroll payments. These funds are being paid to the employee for the purpose of purchase and/or upkeep of clothing items including the appropriate attire for court appearances, and equipment such as flashlights, and/or specialty foul weather gear desired by the employee to assist in the performance of their duties. Uniform and equipment items being purchased for the performance of their duties shall be approved items by the Employer.

Section 24.8 IRS Requirements It is understood that employees are responsible for reporting and complying with any IRS tax requirements, if any, related to any uniform(s), uniform item(s), equipment, or clothing allowance provided by the Employer.

Section 24.9 Purchase Of Service Weapon Any member who is not under an investigation that could lead to lost time, discharge and/or criminal charges and who is eligible for and honorably retires (with the Ohio Police and Firefighters Pension System or PERS) from active duty with the City may purchase their City-issued service weapon from the City at a cost of one dollar (\$1.00). The Chief of Police shall have the final review to determine whether a retiring Officer qualifies to purchase their weapon.

ARTICLE 25
TRAINING

Section 25.1 Mandatory Training When attendance is required by the Employer, an employee may be allowed time off without loss of pay for the purpose of taking work-related educational courses or training at an Employer approved educational institution. Any class or training session required by the Employer will be paid for by the Employer. Employees will be paid their applicable rate of pay for the time spent in mandatory training when scheduled by the Department to attend the training session. Any class or training session required by statute or regulation or necessary for a member to retain or secure certification shall be considered time worked. Employees who utilize a Department vehicle shall be compensated for the predetermined travel time, as determined by the Chief (or designee), from police headquarters to the assigned training location and back. If no police vehicles are available, employees may drive their own vehicles and be compensated as stated above. Additionally, the employee will be eligible to receive mileage reimbursement for use of their personal vehicle and will be eligible for reimbursement of travel expenses pursuant to Departmental Policy and subject to the approval of the Chief (or designee).

ARTICLE 26
HEALTH INSURANCE

Section 26.1 Medical, Prescription, Vision and Dental The Employer shall make available to bargaining unit employees group medical and prescription insurance coverage for each employee. The level of insurance benefits and the plan design provided to employees shall be the same as the level of insurance benefits and plan design provided to other non-bargaining unit employees of the City. Employees shall be responsible for paying their monthly insurance premiums and deductible (if applicable) pursuant to the same terms and conditions as other non-bargaining City employees pay for the same benefits.

Section 26.2 Vision and Dental Insurance The Employer may provide vision and dental insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

Section 26.3 Life Insurance The Employer may provide life insurance and accidental death and dismemberment insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

ARTICLE 27
LEAVES OF ABSENCE

Section 27.1 Upon written request of an Employee, the Employer may grant the Employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.

- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested on a standard form designated by the Employer.
- C. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- D. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.
- F. An employee on unpaid leave does not earn sick or vacation leave credit, however, time spent on leave shall be considered in determining length of service for purposes where seniority is a factor.

Section 27.2 Employees may be granted the following types of paid leaves of absence:

Jury Duty: Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City. An employee released from jury duty prior to the end of their scheduled workday shall report to work for the remaining hours, unless otherwise approved by the Chief, or designee.

Military Leave: Military leave will be provided consistent with Ohio and federal law.

ARTICLE 28 **EXAMINATIONS**

Section 28.1 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of the employee's position.

Section 28.2 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. Employees required to attend a medical examination by the Employer during their non-scheduled hours shall be compensated for the time spent at the examination, including travel time to and from the examination from the Police Department. Employees attending an examination ordered by the Chief shall not be eligible for call-in pay.

Section 28.3 Examinations - Appeals If an employee who is ordered to an examination is found not qualified, the employee may request available sick leave, vacation or disability leave with the right to return within two (2) years. The cost of such examination required by the City shall be paid by the City. If the employee disagrees with said determination, the employee may be

examined by a licensed practitioner of choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral licensed practitioner chosen by the first two licensed practitioners whose decision shall not be appealable to the grievance procedure. The neutral's cost shall be borne equally by both parties.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

Section 29.1 In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, or the City of Sunbury, such as acts of God, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for the processing of, or the replies on grievances;
- B. Pending leave requests and/or approved leave;
- C. All work rules, agreements and/or practices relating to the assignment of all employees.

Section 29.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

ARTICLE 30
HEALTH AND SAFETY

Section 30.1 Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for all employees. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Employer as soon as said unsafe working conditions are known. The Chief will investigate all reports of unsafe working conditions, and will attempt to correct any which are found, and see that the safety rules and safe working methods are followed by all employees.

ARTICLE 31
NO STRIKE/NO LOCKOUT

Section 31.1 The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call-off, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. In addition to any other remedies available to the Employer, any Employee, or Employees, either individually or collectively, who violate Section 31.1(A) of this article is subject to discipline or discharge by the Employer.
- C. In the event of any violation of this article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including posting of a written notice notifying employees that such strike activity is not sanctioned by the Union.
- D. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 31.2 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 31.1 of this article.

ARTICLE 32

DURATION, SUBSEQUENT NEGOTIATIONS, AND THE ENTIRE AGREEMENT

Section 32.1 Duration The provisions of this Agreement, unless otherwise provided for herein, shall become effective upon signing and shall remain in full force and effect for three (3) years, from January 1, 2023, through December 31, 2025.

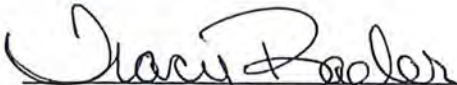
Section 32.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by the method approved by the State Employment Relations Board (SERB).

Section 32.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

City of Sunbury and FOP/OLC
January 1, 2023 through December 31, 2025

SIGNATURES

In witness whereof, the parties have executed this Agreement between the City of Sunbury and Fraternal Order of Police, Ohio Labor Council, Inc., as of the 21 day of December, 2022 in Sunbury, Ohio.


Tracy Rader, Sr Staff Representative
Fraternal Order of Police, Ohio Labor Council

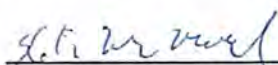

Joseph St. John, Mayor
City of Sunbury


Detective Christopher Smith


Rob Howard, Chief
City of Sunbury


Officer Brandon Ramirez


Deputy Chief Shawn Wade


Sergeant Mark Mead


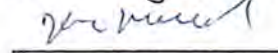


Memorandum of Understanding

During the course of bargaining an initial collective bargaining agreement, the parties agreed to a 300-hour maximum accrual of vacation leave benefits in Article 21, Vacation Leave. In bargaining the 300-hour maximum cap, the parties recognized the following bargaining unit employees had accrued, but unused vacation leave banks in excess of 300 hours:



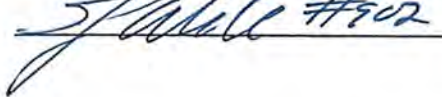
1. Sergeant Mark Mead currently has 430 hours of vacation leave and is projected (if no vacation is utilized) to have 449 hours of vacation leave accumulated by December 31, 2022.

Bargaining unit employees that have accrued vacation leave in excess of 300 hours prior to the effective date of the collective bargaining agreement shall be permitted to maintain and use their vacation balance during the life of the initial collective bargaining agreement. However, any vacation leave accrued beyond the 300-hour cap at the expiration of the collective bargaining agreement (December 31, 2025) shall be lost.

FOR THE UNION


Tracy Proctor




FOR THE EMPLOYER

**Memorandum of Understanding
City of Sunbury ("City") and
Fraternal Order of Police/Ohio Labor Council ("Union")**


Canine Unit

- The City and Union recognize that the City is acquiring a canine for the purpose of establishing a Canine Unit to be partnered with a Canine Officer.
- The Canine Unit shall remain the property of the City and will be licensed and insured by the City in accordance with all applicable laws.
- The Chief of Police shall retain the discretion to assign one (1) officer to serve as the Canine Officer for the City. In the event, it is necessary to reassign the Canine Officer, the Chief of Police shall do so with prior notice to the employee and the Union.
- If selected to be the Canine Officer, due to the nature of the training, costs, and services provided as Canine Officer, the officer agrees to commit to serving as the Canine Officer, so long as the officer is employed by the City and the Canine Unit remains in the service of the City. However, nothing herein prohibits the Canine Officer from approaching the Chief and seeking a reassignment as Canine Officer. However, any such reassignment is at the sole discretion of the Chief. Similarly, the Chief shall retain the discretion to reassign the Canine Officer.
- The Canine Unit shall live with the Canine Officer.
- The City will be responsible for providing all food, equipment, insurance and veterinary care for the Canine Unit. The Canine Officer will be responsible for providing the daily care and maintenance of the Canine Unit.
- The Shift Assignment and Daily Schedule of the Canine Officer shall be exempt from the provisions of Article 17, Shift Preference.
- The Canine Officer will, generally, work a regular 40-hour pay period in a schedule established by the Chief, unless otherwise required. The parties recognize that based upon the duties and responsibilities of the Canine Unit, the Canine Officer may, from time to time, not work a regular or consistent schedule during any workweek, depending upon certain requirements of the canine unit.
- It is understood that the Canine Officer will use the additional time for each workweek to care for and maintain the Canine Unit in their custody. For purposes of this Memorandum of Understanding, in providing care for the Canine Unit, the Canine Officer will be required to (non-exhaustive list): brush, exercise, feed, kennel cleaning, administer necessary medication(s), attend regular and/or necessary veterinary appointments, clean the transport vehicle and/or transport the canine to and from work.

City of Sunbury and FOP/OLC
January 1, 2023 through December 31, 2025

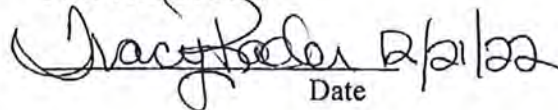
- The Canine Officer will receive one hundred dollars (\$100) a week, paid biweekly as a stipend to the officer's regular payroll. This pay will be considered a payment to the canine officer for regular care (as described above) of the canine during off-duty hours. The canine officer understands that maintenance training days will be made available during a regular shift, as well as regular detailed grooming facilities and expenses made available by the city. Routine training time shall be conducted during regular on-duty times.
- Travel time with the Canine Unit "to-and-from-work" shall not be considered part of the Canine Officer's workweek for purposes of hours actually worked. Unless the canine is called into service while in transit to or from work.
- Based upon the nature of services provided by the Canine Unit, the Canine Officer recognizes that the services of the Canine Unit may be required at any time, day or night. As such the Canine Officer shall make himself available for calls for service. A failure to maintain and provide the appropriate care for the Canine Unit may result in the Canine Officer's reassignment.
- The City, Union, and Canine Officer agree and recognize that one of the purposes of this Memorandum is to provide the compensation as required by the Fair Labor Standards Act to the Canine Officer for the reasonable time spent providing care for the Canine Unit.

FOR THE CITY

 12/20/22
Date

 12/20/22

FOR THE UNION

 12/21/22
Date

CANINE OFFICER

