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43061

**AGREEMENT
BETWEEN THE
THE CITY OF CAMPBELL**



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

FOR PATROLMEN

SERB CASE NUMBER:

2023-MED-05-0439

EFFECTIVE: JUNE 1, 2023

EXPIRES: MAY 31, 2026

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ARTICLE 1
PREAMBLE/ PURPOSE

Section 1. Parties. This Agreement is made by and between the Fraternal Order of Police, Ohio Labor Council, Inc., called the “FOP,” and the City of Campbell, Ohio, called “City.”

Section 2. Purpose. It is the purpose of the parties to use their best efforts to serve the citizens of the City of Campbell and the public in general; to achieve better understanding, communication, and cooperation between the City and the FOP and its members in the bargaining unit; to assure proper and uninterrupted police service, and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the City, the FOP, and the bargaining unit.

ARTICLE 2
SEVERABILITY

Section 1. Should any part of this Agreement be declared invalid by operation of law or by any tribunal of competent jurisdiction, invalidation of such part shall not invalidate the remaining parts and they remain in full force and effect. In addition, good faith negotiations shall commence immediately between the parties in an attempt to reach mutual agreement on replacement language.

Section 2. In the event of enabling legislation during the life of this Agreement or any extension thereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, the parties shall commence negotiations on these new matters not later than thirty (30) calendar days from receipt of a notice of intent to negotiate regarding such new matters by either party. If an agreement is reached as to these new matters, it shall be reduced to writing, signed by the parties, and incorporated herein.

Section 3. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by their authorized representatives.

ARTICLE 3
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code Sections 9.44, 325.19, 124.01 through 124.56, local ordinances, charter provisions, nor any local Rules and Regulations of the Civil Service Commission of the City of Campbell, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement. Notwithstanding the above, Section 124.57 ORC shall continue to apply to bargaining unit employees.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Campbell Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

ARTICLE 4
RECOGNITION AND DUES DEDUCTION

Section 1. Recognition. The City recognizes the FOP/Ohio Labor Council as the sole and exclusive representative of all bargaining unit employees of the Campbell Police Department as to all matters concerning their wages, hours, terms, and conditions of employment.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 2. Included/Excluded. “Bargaining Unit” includes all full-time police Patrol Officers of the City in the Police Department, excluding the Police Chief. Management shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Section 3. Probationary Period. A newly hired full-time patrol officer shall serve a one (1) year probationary employee. Employment may be terminated at any time during the probationary period with no appeal through the grievance procedure.

Section 4. Dues Deduction. During the life of this Agreement, the City shall deduct Union Membership Dues levied in accordance with the constitution and by-laws of the FOP/Ohio Labor Council and FOP Lodge #42 from the pay of each employee either by authorization or as required by law. Deductions provided in this article and a bargaining unit employee roster shall be transmitted to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 in accordance with the practices established between the parties. As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of F.O.P.

In the event the Employer receives written notice from a bargaining unit member that the employee is withdrawing from FOP/OLC membership and revoking his/her dues deduction authorization, the Employer will attempt to notify the FOP/OLC within seven (7) working days.

Section 5. Indemnification. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

ARTICLE 5
REPRESENTATION

Section 1. No more than three (3) members of the FOP, with counsel, shall be admitted to the City's facilities and work sites during working hours upon reasonable advance notice of the City. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The FOP agrees that such activities shall not interfere with normal work duties of the employees, except to the extent authorized.

Section 2. Consultation, negotiations, and other representation activities necessary to further the purpose of this Agreement are recognized as a proper part of the conduct of the City's business and shall normally take place during duty hours. Bargaining unit employees representing either the City or the FOP in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions; however, such privilege will not be abused by the FOP representative.

Section 3. Meetings of the FOP will be permitted on City property so long as work is not interrupted.

Section 4. Duly elected FOP delegates or alternates to the annual conventions, President's Conferences, and/or Executive Board meetings of the FOP who are in the bargaining unit shall be limited to two (2) members and be granted time off with pay for the purpose of participating in such conventions, provided funds and staffing are available, limited to three (3) work days. The FOP shall notify the City, in writing, at least one (1) month prior to the convention of the names of the members who will be attending such functions.

Section 5. Not more than three (3) bargaining unit representatives, and not more than two (2) professional staff of the FOP, shall serve on the FOP Bargaining Committee. Where such meetings occur during such bargaining unit representatives' regularly scheduled straight time hours on the days in question, they shall be attended without loss of pay or benefits. The FOP will notify the City of the names and normal shift schedules of representatives selected for this purpose at least one (1) calendar week prior to the first scheduled negotiation date.

ARTICLE 6
NON-DISCRIMINATION

Section 1. All references to employees in the Agreement designate both sexes, and wherever the male or female is used, it shall be construed to include male and female employees.

Section 2. The Employer and the Union agree to comply with all applicable federal, state, and local laws regarding non-discrimination, including but not limited, age, race, color, religion, genetic information, veterans status, national origin, gender, disability which may be reasonably accommodated, or marital status.

Section 3. The Employer and Union agree that the facilities of the City shall be free from sexual harassment in relationships between Employer and employee and employee and the public.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, no employee or employees of the City shall engage in any concerted work stoppage, slow down, sick out, wildcat strike, or other job action designed to impair or impede the functions of the City.

Any officer or trustee of the FOP, upon notice from the City of such job action, shall take whatever affirmative steps reasonable within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 2. Any employee engaging in such job action shall be subject to immediate disciplinary action.

Section 3. During the term of this Agreement, the Employer shall not lock out any member of the bargaining unit.

ARTICLE 8
APPLICATION AND INTERPRETATION OF
WORK RULES, POLICIES AND DIRECTIVES

Section 1. The FOP recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with the terms and conditions of the Agreement and statutory authority, to regulate the personal conduct of employees while at work, and the conduct of the City's services and programs.

Section 2. The parties recognize that it is the philosophy of the City that, to the extent possible, employees will be put on notice, in writing, and in advance of any alleged violation of conduct suspected of them by the City. The parties further understand that it is in the interest of the City to protect the rights and well being of the City and its citizens, while not unduly restricting the individual rights of any employee. Therefore, the City will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the City's programs.

Section 3. The City agrees that, to the extent any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Should any work rule conflict with law or with the specific provisions of this Agreement, such rule(s) shall be invalid to the extent of this conflict.

Section 4. It is the City's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Of course, any member against whom such rules, policies, and directives are enforced may challenge the reasonableness or uniformity of their application or interpretation through the grievance and arbitration procedures of this Agreement.

Section 5. Within thirty (30) days from the date of the execution of this Agreement the City shall furnish to the FOP a copy or copies of its existing written work rules or directives.

Section 6. All new employees for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies, procedures, and directives regarding the police department.

Section 7. The City shall permit participation by the FOP in the promulgation of the work rules, directives, and procedures governing the department in the form of a written recommendation.

ARTICLE 9 **RIGHTS OF LAW ENFORCEMENT OFFICERS**

Section 1. Rights of Law Enforcement Officers While Under Investigation. When a law enforcement officer is under investigation or is subjected to questioning for any reason, other than in connection with an investigation or action described in section (7) of this Article, under circumstances that could lead to departmental disciplinary action, the following minimum standards shall apply:

1. Questioning of the law enforcement officer shall be conducted at a reasonable hour, preferably when the law enforcement officer is on duty, unless exigent circumstances otherwise require.
2. Questioning of the law enforcement officer shall take place at the offices of those conducting the investigation or the place where such law enforcement officer reports for duty unless the officer consents in writing to being questioned elsewhere.
3. The law enforcement officer under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.
4. During any single period of questioning of the law enforcement officer, all questions shall be asked by or through a single investigator.
5. The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any questioning. A law enforcement officer involved in a critical incident that may have resulted in death or serious injury, shall be afforded an opportunity to review his/her own body worn camera and/or dashcam video and audio prior to any questioning. A law enforcement officer who is charged with violating Department rules and regulations (and his or her Union associate when one is involved) upon request shall be provided access to transcripts, records, written statements, and videotapes created by the Department.

6. Any questioning of a law enforcement officer in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the law enforcement officer. Any formal questioning of a law enforcement officer involved in a critical incident shall not occur for at least seventy-two (72) hours after the incident to provide officers with three (3) sleep cycles of rest and recovery from the incident. This shall not prevent investigating officials from conducting a brief public safety inquiry at the scene immediately afterward the occurrence of the incident.
7. No threat against, harassment of, or promise of reward (except an offer of immunity from prosecution) to any law enforcement officer shall be made in connection with an investigation to induce the answering of any question.
8. All questioning of any law enforcement officer in connection with the investigation shall be recorded in full in writing or by electronic device, and a copy of the transcript shall be made available to the officer under investigation.
9. The law enforcement officer under investigation shall be entitled to the presence of counsel (or any other one person of the officer's choice) at any questioning of the officer, unless the officer consents in writing to being questioned outside the presence of counsel.
10. At the conclusion of the investigation, the person in charge of the investigation shall inform the law enforcement officer under investigation, in writing, of the investigative findings and any recommendations or disciplinary action that the person intends to make.
11. A law enforcement officer who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case that:
 - A. contain exculpatory information;
 - B. are intended to support any disciplinary action; or;
 - C. are to be introduced in the disciplinary hearing.

Section 2. Opportunity for a Hearing.

1. In accordance with Article 10, Corrective Action, if an investigation of a law enforcement officer may result in a recommendation of disciplinary action of a suspension or greater (e.g. suspension, reduction, demotion, termination), the City shall notify the law enforcement officer that the officer is entitled to a disciplinary hearing under Article 10, Corrective Action, on the issues by a hearing officer.

Section 3. Paid Administrative Leave.

1. This section does not preclude the City from placing a law enforcement officer on paid administrative leave pending an investigation into misconduct by a law enforcement officer.

2. A paid administrative leave shall not affect or infringe on the health benefits of a law enforcement officer.

Section 4. Notice of Disciplinary Action. When disciplinary action is to be taken against a law enforcement officer, the officer shall be notified of the action and the reasons therefore a reasonable time before the action takes effect.

Section 5. Retaliation for Exercising Rights. There shall be no penalty or threat of penalty against a law enforcement officer for the exercise of the officer's rights under this section.

Section 6. Other Remedies not Impaired.

1. Nothing in this section shall be construed to impair any other legal remedy that a law enforcement officer has with respect to any rights under this section.
2. A law enforcement officer may waive any of the rights guaranteed by this article.

Section 7. Application of Article. This article does not apply in the case of:

1. An investigation of criminal conduct by a law enforcement officer; or
2. A non-disciplinary action taken in good faith on the basis of a law enforcement officer's employment-related performance.

Section 8. Definitions for the Purposes of this Article.

1. The term "law enforcement agency" means a public agency charged by law with the duty to investigate crimes or apprehend or hold in custody persons charged with or convicted of crimes.
2. The term "law enforcement officer" means a full-time police patrol officer employed with the City of Campbell.

Section 9. Disclosure of Personal Assets. A law enforcement officer shall not be required or requested to disclose any item of the officer's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the officer's household), unless:

1. The information is necessary in investigating a violation of any federal, state, or local law, rule, or regulations with respect to the performance of official duties; or
2. Such disclosure is required by federal, state, or local law.

ARTICLE 10
CORRECTIVE ACTION

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Such actions may include but are not limited to incompetency, inefficiency, dishonesty, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior or conduct unbecoming an employee, or any other acts of misfeasance, malfeasance, or nonfeasance, and shall be cause for disciplinary action. Forms of disciplinary action are:

1. Written warning;
2. Written reprimand;
3. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; record of suspension will be maintained);
4. Reduction in pay;
5. Discharge.

Section 2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Disciplinary hearings, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's response.

Disciplinary hearings will be conducted by a neutral hearing administrator selected by the Employer. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.
2. Appear at the hearing and have an employee or non-employee representative of the FOP present oral or written statements in his defense.
3. Elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a disciplinary hearing.

At the disciplinary hearing, the neutral hearing administrator will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross examine witnesses. A written report will be prepared by the neutral hearing administrator concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral hearing administrator's report will be provided to the employee within five (5) calendar days following its preparation.

Section 3. Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.

Section 4. Any employee under indictment or arrested in a court of record and charged with a felony shall be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation, holiday, or personal time during the leave. An employee found guilty by the trial court may be discharged. An employee found innocent of the charges shall be paid for all lost time and shall have any vacation, holiday, or personal time restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the leave of absence.

ARTICLE 11 **PERSONNEL FILES**

Section 1. Personnel Files. It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee's personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within twenty-four (24) hours of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that a FOP/OLC representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the FOP/OLC representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Chief or the Director of Administration a written clarification or explanatory memorandum which shall be attached to the material. Such memorandum shall not contain derogatory or scurrilous matter regarding the Administration or any other employees. Upon examination, the Chief of Police or the Director of Administration shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 12 **VINDICATION**

Section 1. Bargaining unit members will be granted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances. It shall be the responsibility of the FOP grievance committee to keep track of all time spent in hearings when said employee is required to appear before the Chief of Police or his designee or any other person or Board, in reference to a grievance or disciplinary procedure during non-duty hours. If said employee is vindicated, he shall be compensated for said amount of off-duty time at a rate of time and one-half (1 1/2) his regular rate of pay.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one (1) member of the group shall process the grievance. Such grievance shall be defined as a group grievance. The names and signatures of each member, on behalf of which the grievance is filed, shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 6 shall be used throughout.

Section 3. Procedure Generally. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved 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 not answered by the Employer or his designee within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step in

the grievance procedure.

Section 4. Required Information. All grievances must be filed in writing on a form provided by the FOP and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred
2. Description of incident giving rise to the grievance
3. Articles and sections of the agreement involved
4. Relief requested
5. Signature of the employee

Section 5. Disciplinary Grievances. Disciplinary grievances involving suspension, reduction in rank, or discharge are to be appealed directly to Step 2 of the grievance procedure subject to the applicable time limitations. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing of a grievance. The following steps shall be followed in the processing of a grievance.

Step 1

Within ten (10) calendar days of the incident which gave rise to the grievance, the aggrieved employee shall submit his written grievance to the Chief of Police, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Chief of Police shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2

A grievance unresolved at Step 1 may be submitted by the grievant to the Mayor or his designee within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Mayor or his designee to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The grievant may, at his option, be represented by an employee representative and/or representative of the FOP at any interview, meeting, or conference held at this or any other level.

Step 3 – Arbitration

If the grievance is unresolved at Step 2, the Union may, within seven (7) calendar days of the decision of the Mayor or his designee, request in writing that the grievance be submitted to arbitration. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

Selection of the Arbitrator

Within ten (10) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the Union may request a panel of seven (7) National Academy Certified, Ohio resident arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to the FMCS. Each party may reject up to one (1) list and request another list. If after the return of two (2) lists ranked by the above method does not result in the appointment of an arbitrator, a third list to be ranked by the parties shall be a list of seven (7) qualified arbitrators and the alternate strike method shall be used for selection.

Section 7. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement;
3. 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;
4. To 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 1 of the grievance procedure.

Section 8. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 9. The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

Section 10. Costs. The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, 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 hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 14
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Mayor, the Chief, and/or his designee shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Notify the Union of changes made by the Employer which affect bargaining unit members;
- B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief of Police/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 15
INTERNAL AFFAIRS COMMITTEE

Section 1. The Chief of Police shall have the option of assigning the Lieutenant or Detective Sergeant, or any combination thereof to investigate complaints against a City of Campbell law enforcement officer.

Section 2. In lieu of the investigative option specified in Section 1 of this Article Chief of Police shall have the option of utilizing an outside party/agency to investigate serious allegations against a police officer.

ARTICLE 16
INVESTIGATIVE NEWS RELEASE

Section 1. In the event the City is engaged in an investigation of any employee covered by this Agreement and upon which no formal charge has been filed, the City shall issue NO news release, photograph, or other document which identifies said employee.

ARTICLE 17
SHIFT ASSIGNMENTS

Section 1. Job and shift assignments shall be made by the Chief of Police. The Chief shall have the exclusive authority to determine the qualifications for assignments.

Section 2. Shift Preference. Twice annually, all bargaining unit members may submit a written application to the Chief indicating their first and second preference for shift assignment and designated days off. Applications will be accepted during the first full week in January and the first full week in June of each Agreement year. Where more than two (2) shifts are available, employees should indicate shift preferences in order of priority.

Applications must be received by the Chief of Police by the close of business hours (i.e., 4:00 p.m.) on the final day of the application period. Employees failing for any reason to timely submit a written application indicating their shift and days off preferences will be assigned to a shift and days off designated by the Chief. Where two (2) or more police officers preference the same shift, etc., seniority will prevail where all other variables are equal.

Section 3. Schedule Posting. The Employer shall post the work schedule for all employees at least fourteen (14) days in advance of schedule implementation. Upon receiving a reasonable request by an officer or the FOP, the Employer shall make work schedules available for review.

Section 4. Operational Needs Adjustments. The Chief of Police may change employee shifts and designated days off for a bona fide operational reason. Where all other variables are equal, in the opinion of the Chief, the employee affected shall be the least senior. Unless exigent circumstances exist, seven (7) days' notice will be given to the affected employee before the shift change goes into effect. The Chief shall not be arbitrary or capricious in application of this section.

Section 5. Days Off. Bargaining unit employees shall be scheduled for two (2) consecutive days off, unless the officer is on the fill-in turn. Fill-in turn employees will receive two (2) consecutive days off whenever possible.

ARTICLE 18
DEPARTMENT SIZE/MINIMUM STAFFING

Section 1. Department Size. The size of the Police Department shall be determined by the Employer, subject to the availability of funding and approval by the City's legislative body.

Section 2. Turn Staffing. The City shall maintain two (2) uniformed officers, per turn, patrolling the City at any given time. A turn shall consist of a Dispatcher and no less than two (2) uniformed officers assigned to patrol.

ARTICLE 19
LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Campbell Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fifteen (15) calendar days prior to the date of the reduction. The Employer agrees to discuss with representatives of the FOP the impact of the layoff on the bargaining unit members.

Section 3. Procedure. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. A reduction in the bargaining unit shall be in accordance with total seniority. The bargaining unit member with the least amount of Total Seniority, regardless of classification, shall be laid off first. Total seniority, for the purposes of reduction and recall, is calculated in accordance with Article 22 of this Agreement.

Any employee laid off from the bargaining unit position may, at his option, displace a permanent part-time or intermittent employee in the same classification. Failure to bump or failure to accept a recall to a part-time or intermittent position shall NOT jeopardize an employee's recall rights to a full-time position.

Section 4. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address.

Section 5. The recalled employee shall have ten (10) calendar days following the date of the recall notice to notify the City of his intention to return to work and shall have fifteen (15) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 20
HEALTH AND SAFETY

Section 1. The Employer agrees to establish a Health and Safety Committee consisting of the following members: one (1) representative of the City Administration who will be the Department Supervisor, and one (1) employee representative who is under employment in the department, and one (1) chairman (optional) of the Council Safety Committee.

Section 2. This committee shall conduct work safety inspections on a quarterly basis, note safety hazards, and make written recommendations to the City Administration and City Council. Said reports shall be given in January, April, July, and October of each year of this Agreement. In addition to the above, this committee shall also discuss and report on any issues relating to worker's compensation.

Section 3. The City agrees to furnish and to maintain in top working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for immediately reporting any unsafe conditions or practices, and for the proper use and care of all tools and equipment furnished by the City.

Section 4. Adequate first-aid equipment and training shall be provided at appropriate locations.

Section 5. When an employee in good faith believes any equipment, tool, or vehicle is unsafe, such item shall immediately be taken out of service, until such time as the Safety Committee can be notified. Upon notification, the Committee shall inspect the item alleged to be unsafe, and shall make a prompt written recommendation regarding such item to the City Administration. Said item shall not be returned to service until such written recommendation has been made by the Safety Committee. Said written recommendation shall be binding on both the City and the FOP.

ARTICLE 21
BULLETIN BOARD

Section 1. The City shall provide a bulletin board in the facility for the exclusive use of the FOP or members of the bargaining unit. The FOP Executive Board shall be responsible for the posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

Section 2. No notices shall be posted on the bulletin board which contain:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization;
- D. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or City office.

ARTICLE 22 **SENIORITY**

Section 1. Total Seniority. Total seniority is the length of accumulated, uninterrupted, full-time service as a sworn police officer in the City of Campbell, Ohio.

Section 2. Classification Seniority. Classification seniority is the length of accumulated, uninterrupted, full-time service as a sworn police officer in a specific classification represented by the FOP (i.e., police officer, sergeant/detective, etc.).

Section 3. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of thirty-six (36) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive workdays.

Section 4. Prior Service. No credit for seniority shall be provided for prior service with another employer, e.g., service not earned in the City of Campbell Police Department.

ARTICLE 23 **HOURS OF WORK/OVERTIME**

Section 1. Work Schedules/Workday/Workweek. Work schedules are defined as a member's regularly assigned hours of the day and days of the week and shift assignments. Eight (8) consecutive hours per day, including a thirty (30) minute paid lunch period, shall constitute a normal workday. Forty (40) hours per week shall constitute a normal workweek.

Section 2. Contractual Overtime. All employees who work hours in excess of eight (8) hours in any day or forty (40) hours in any week shall be compensated on an overtime basis. Each hour of overtime worked shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

Section 3. Overtime Approval. All overtime work must have the approval of the department head prior to commencement of overtime by the employee.

Section 4. Overtime Rotation Format. Overtime, with the exception of special assignments, shall be passed out on a rotating basis. The rotation shall begin with the oldest (most senior) officer and shall proceed through the seniority list to the youngest (least senior) officer. In the event that an officer is needed for overtime call-out and no officer volunteers, the least senior officer on the shift will be required to work the overtime in question in order to ensure proper

coverage. When overtime is found to be necessary, it shall be offered to bargaining unit members first.

If an officer is working the turn that the overtime is being given on, that officer will have a letter "D" placed by his name on the list. The "D" indicates that he is to be called back and offered another overtime opportunity.

If an officer is off work for any reason (except vacation days off) or unable to be contacted for overtime, he will be passed over to the next officer on the list. The officer attempting to fill a turn for overtime shall give a reasonable amount of time, if possible, to make contact with each officer on the list before proceeding to the next name.

Section 5. In the event an employee is required to participate in any training or work by the City and such training or work results in an overtime situation, the employee shall be compensated at time and one-half (1 1/2) or compensatory time at the employee's option. Compensatory time shall be limited to a maximum of one hundred eighty (180) hours per employee.

Section 6. Canine. The City shall pay the cost of feeding, grooming and veterinarian services necessary for the care of the canine. The City agrees to pay the cost of kenneling the canine while the handler is on vacation or otherwise unable to attend to the canine's needs. The City agrees to compensate the canine handler with one-half hour of pay at the regular rate each day of the week for providing care for the canine while off duty. The City agrees to provide the canine handler priority over others seeking private ownership of the canine upon its retirement from police service.

Section 7. Field Training Officer (FTO). The City will provide additional compensation to an employee responsible for providing field training to another employee. The City shall provide two (2) hours of compensatory time for each shift during which the employee actively serves as an FTO.

ARTICLE 24 **PART-TIME OFFICERS**

Section 1. The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of Campbell and maintain the integrity of police department operations, the Employer shall have the ability to utilize part-time personnel to supplement shift strength, cover time off, cover call offs, or otherwise perform duties that it determines necessary. The Employer agrees that the use of part-time personnel shall not cause a reduction in force (i.e., layoff or job abolishment) or regularly scheduled hours of bargaining unit members. Further, the Employer agrees that when it determines that overtime is necessary, the overtime opportunity will be offered to bargaining unit members prior to offering it to non-bargaining unit personnel.

ARTICLE 25
OFF-DUTY FELONY ARREST

Section 1. Off-Duty Felony Arrest. Any employee who makes an off-duty felony arrest shall receive a minimum credit of four (4) hours of work or the actual time expended, whichever is greater, computed at time and one-half (1 1/2) his regular rate of pay.

ARTICLE 26
HEALTH INSURANCE

Section 1. The Employer shall make available to all employees comprehensive major medical/hospitalization health care insurance. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change, but only if said change(s) is applied to all City employees in kind. The participating employee may elect either single, with spouse, with children, family or other coverage offered under the plan. The Employer agrees to deduct bi-weekly premiums for those employees who voluntarily enroll in a supplemental health care plan.

Section 2. Contribution Rates. Bargaining unit employees shall contribute the following amounts toward the monthly premiums for their health care coverage/program:

The Employer will continue to offer two health insurance plans to employees.

The Employer will offer to the bargaining unit employees a health insurance offering/plan at a rate where the bargaining unit employees shall pay ten percent (10%) towards the monthly premium cost for the applicable plan/coverage, and the Employer shall pay ninety percent (90%) of the monthly premium cost.

The Employer will also offer a 87/13 (13% monthly employee premium contribution plan). The parties, however, agree that so long as the Employer, at its discretion, offers a plan with the benefit levels (i.e., deductibles, out of pocket maximums, etc.) of the current 13% monthly employee premium contribution plan, that such plan shall be offered to the Union bargaining unit members at a 13% monthly employee premium contribution rate.

Section 3. Carrier Change. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action and receive and consider input from the Union.

Section 4. Opt-Out Waiver Payment. The City at its discretion may offer the option for all full-time bargaining unit employees the ability to waive health insurance coverage provided by the City health insurance plan(s) and to receive a one hundred dollar (\$100.00) monthly payment. In no event shall an employee be able to waive single coverage. In order to validly waive coverage the employee shall be required to submit and execute all forms/documents required by the City. Ability to re-enroll following a waiver of coverage will be governed by law. The monthly payment shall only be provided to the employee so long as they waived

coverage and are not on the City's insurance, with the annual payment to be prorated based on the applicable number of months actually waived. The payment will be made as lump sum of one thousand two hundred dollars (\$1,200.00) the last payroll in December, with the first payment to be made in December 2021 (i.e., for the waiver of coverage related to the year 2021).

ARTICLE 27 **LIFE INSURANCE**

Section 1. The City shall provide and maintain to each bargaining unit member, by payment of the necessary premium, life insurance in the amount of twenty thousand dollars (\$20,000) throughout the duration of this Agreement.

ARTICLE 28 **INJURY ON DUTY**

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay and benefits not to exceed one hundred twenty (120) calendar days.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable and will receive his regular rate of pay for the remaining time during the one hundred twenty (120) day period. Should a claim be denied at any time during the time period described in Sections 1 and 2, the Employer's obligation to provide such payment shall be terminated.

Section 3. After one hundred twenty (120) calendar days, should the employee still be unable to return to work, the Employer, at his discretion, may require the employee to submit to a fitness for duty medical exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 4. Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred twenty (120) day period.

ARTICLE 29
DEATH ON DUTY/PROFESSIONAL LIABILITY INSURANCE

Section 1. Death in the Line of Duty. Any bargaining unit member who is killed while on duty shall receive either to his named beneficiary or his estate the amount of the difference between the member's life insurance coverage and the member's yearly wages, either in a one-time lump sum or in a regular biweekly payment at the discretion of his executor in addition to any other benefits that may be applicable.

Section 2. Professional Liability. The City shall provide at no cost to all bargaining unit members professional liability insurance with the minimum annual coverage per employee of one million dollars per plaintiff, and one million dollars per incident. Said coverage shall continue without interruption from the date of execution through the duration of this Agreement.

ARTICLE 30
SICK LEAVE

Section 1. Accrual. All full-time bargaining unit employees shall earn sick leave at the rate of one and one-quarter (1.25) days per month in active pay status, (15) days per year, with no limitation on the number of days of sick leave earned which may be accumulated.

Section 2. Charging of Sick Leave. Sick leave shall be charged to an employee on the basis of actual time (hour by hour) absent due to illness. In the event that an employee uses more than forty (40) hours of sick leave in a contract year, he will be required to submit a physician's statement to justify the use of any additional sick leave.

Section 3. Usage. Upon the approval of the Employer, sick leave shall be granted for the following reasons:

1. illness or injury of the employee or a member of his immediate family;
2. medical, dental, or optical examination or treatment of the employee or a member of the employee's immediate family;
3. if a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
4. pregnancy and/or childbirth and other conditions related thereto;
5. death in the immediate family as defined below.

Section 4. Immediate Family Defined. For the purpose of this sub-section, immediate family shall be interpreted to mean spouse, children, step-children, parents, step-parents-in-law, regardless of their place of residence; and any other relative living within the household of the employee.

Section 5. Documentation. Notwithstanding any provision to the contrary above, if a bargaining unit member is absent on sick leave for more than three (3) consecutive work days, the City may require the employee to present medical evidence that the employee was under a doctor's care and is able to return to work. The City shall review the attendance records of bargaining unit members periodically and at least once in each three (3) month period. If the City believes that an employee is developing an attendance problem, the City shall notify the bargaining unit member in writing that medical evidence will be required for absences of three (3) days or less. When an employee's record becomes satisfactory, the requirement for such medical evidence for this type of short-term absence will be removed and the employee will be notified in writing.

When such an employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

Section 6. Sick Leave Conversion. Accumulated unused sick leave time may be converted at the time of retirement, total disability, or death, for all bargaining unit members. The payment for all those hired before January 1, 2021, who qualify under this section shall be based upon the rate of pay of the employee at the time of the qualifying event, and payment shall amount to a maximum of nine hundred sixty (960) hours.

Those employees covered under this agreement hired on or after January 1, 2021, who are eligible or who become eligible to retire, shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Upon retirement with ten (10) years or more:

10 years – 20 years	40% up to 480 hours
20 years+	60% up to 720 hours

Payments will be made in three (3) annual installments.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the City at the time of separation under the Ohio Police and Fire Pension Fund (and/or any public pension system in Ohio).

Section 7. Sick Leave Transfer. Any employee who has transferred to the City from another public agency shall be credited with the unused balance of his accumulated sick leave, up to a maximum of one hundred twenty (120) hours. Such transferred balance is not eligible for conversion as described in this article.

Section 8. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order, at its expense, an examination by an appropriately qualified medical professional. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the FOP, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon

disability leave or disability separation. The employee will retain the right to challenge any such placement under the grievance and arbitration provisions of this Agreement.

ARTICLE 31
BEREAVEMENT LEAVE

Section 1. All employees of the Police Department shall be entitled to bereavement leave of four (4) days in the event of the death of a member of the employee's immediate family.

Section 2. Immediate Family Defined. For the purpose of this section, immediate family member is defined as spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law or any person who stood in lieu of parents.

ARTICLE 32
MILITARY LEAVE

Section 1. All bargaining unit members shall be entitled to military leave in accordance with applicable State and Federal laws (currently O.R.C. Section 5923.05 and USERRA). For any period of military leave of absence under O.R.C. Section 5923.05 which is unpaid for any reason, the employee shall have the option, to use either earned vacation or compensatory time to cover time off for such period. (See OAC 123:1-34-05 and 123:1-34-04.)

ARTICLE 33
VACATIONS

Section 1. Bargaining unit members shall enjoy the following vacation schedule:

<u>Years of Service</u>	<u>Paid Days Off</u>
1 to 5 years	2 weeks (10 working days)
5 to 10 years	3 weeks (15 working days)
10 to 15 years	4 weeks (20 working days)
15 to 20 years	5 weeks (25 working days)
20 years and over	6 weeks (30 working days)

Seniority in the Police Department shall be the determining factor as to the selection of vacation dates. An employee may elect to take his vacation weeks all together or he may split his weeks throughout the year.

If an employee chooses to split his weeks, seniority shall prevail on the first split choice; any remaining weeks shall be approved on the basis of weeks which are left unselected at the end of the vacation scheduling process.

Should more than one employee elect to split his weeks, any unselected weeks shall be selected on the basis of seniority.

Section 2. No more than two (2) officers will be on vacation at any one time during the calendar year. After an employee's vacation has been approved, it can only be changed by mutual consent of the employee and the Chief of Police, or by a manpower shortage as defined in Section 9 of this article. The denial of vacation time shall not be unreasonably denied.

Section 3. Vacation time off and vacation pay are earned in the year preceding. Therefore, an employee shall qualify immediately each anniversary date for the vacation time corresponding to his years of service. Any employee leaving the employment of the Police Department for any reason shall receive pay for all accrued but unused vacation time.

Section 4. An employee may, at his option, receive vacation pay in lieu of vacation time off. Vacation pay shall be at the regular hourly rate of pay. Such payment is limited to one-half (1/2) of the vacation earned in the current year, except that the Employer at its discretion may permit an employee to receive payment above the one-half (1/2) cap up to the maximum amount of the employees full year accumulation. However, no banked vacation time of prior calendar years will be permitted to be used as part of the current years vacation buy-back.

Section 5. If an employee transfers to another department within the City, any unused vacation credit shall continue to be available for the employee's use. In the case of death, retirement, resignation, or layoff of any employee, he or his estate shall be paid all accrued vacation time in addition to any other payments.

Section 6. Employees serving in the National Guard of Ohio shall accrue vacation time for the time served with the Guard. Likewise, employees serving on active duty with the armed forces of the United States for a period of a year or more shall receive credit for vacation. The vacation time credit shall equal the number of years in active service not to exceed four (4) years of active duty.

Section 7. Employees must work at least twenty-six (26) weeks in a given year to qualify for full vacation time. Any employee working less than twenty-six (26) weeks in a given year following his anniversary date will have vacation time provided as follows:

26 weeks	100%	18 weeks	69%
25 weeks	96%	17 weeks	65%
24 weeks	92%	16 weeks	61%
23 weeks	88%	15 weeks	57%
22 weeks	84%	14 weeks	53%
21 weeks	80%	13 weeks	50%
19 weeks	73%	0 to 12 weeks	0%

Vacation time, accumulated time, sick leave and injury on duty time shall be counted as days worked for purposes of this section.

Section 8. In the event a manpower shortage occurs in the Police Department because of accident, sickness, or vacations, and if said shortage creates an emergency as determined by the Chief and concurred with by the City Administration, the City agrees to offer the option to buy back up to fifty percent (50%) of the vacation time from effected employees in order to fill the emergency vacancies. Effected employees shall be recommended by their respective

department heads. Said option shall be reserved by the City of Campbell. All option payments shall be made at the effected employee's regular rate of pay by way of the following formula: the annual salary of the employee divided by 2,080 hours.

Section 9. Bargaining unit members may accumulate all earned but unused vacation time from year to year throughout the life of this Agreement. The maximum accumulation shall be capped at three (3) years the employee's current accumulation level set forth in Section 1 above.

On or about January 1, the Employer will provide notice to any bargaining unit member of any potential overage of the cap for the current year.

Section 10. Bargaining unit members hired on or after January 1, 2018 shall have their maximum vacation annual accrual eligibility capped at five (5) weeks under Section 1.

Section 11. Prior Service Credit. An employee upon hire and having verified prior public service credit as a sworn police officer with the State of Ohio, or any political subdivision, shall receive credit for the prior service in addition to the service credit earned while employed with the City of Campbell for the purpose of determining the number of paid days off as provided in Section 1 and Section 10 herein.

ARTICLE 34
HOLIDAYS

Section 1. All bargaining unit members shall enjoy as holidays those days designated as holidays as defined by the statutes of Ohio:

- | | |
|-------------------------------|----------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King Jr. Day | 8. Labor Day |
| 3. Presidents' Day | 9. Columbus Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Easter Sunday | 11. Thanksgiving Day |
| 6. Memorial Day | 12. Christmas Day |

Holiday benefits will be allowed on the actual date of the holiday regardless of what day of the week on which the holiday falls.

Section 2. Employees who work on holidays shall receive compensation as follows: (a) any employee who works on a holiday shall be paid two and one-half (2 1/2) times his base rate of pay for the hours worked on said holiday; (b) any employee that works overtime on a holiday shall receive one and one-half (1 1/2) times his/her holiday overtime rate of pay for all overtime worked; (c) any employee not regularly scheduled to work on a holiday but who works the last scheduled day before the holiday and the first scheduled day after the holiday, or who is on vacation at the time of the holiday, shall be paid an additional day's salary, based on his base rate of pay. This shall apply regardless of whether the employee has worked forty (40) hours for the week in which the holiday falls, provided, however, that any employee on sick leave at the time of a holiday shall be excluded from such extra day pay.

Section 3. Bargaining unit members shall receive two (2) personal days beginning after one year of service to be taken within each calendar year. The personal days shall be taken at the discretion of the member, provided the Police Chief has three (3) days' notice, and the use of the personal day will not create overtime. The exercise of personal days shall be based upon seniority. No banking of personal days is allowed. Personal days cannot be used in place of any holiday.

ARTICLE 35
WAGES

Section 1. Rates of Pay. The following reflects the base salaries for the respective members of the bargaining unit effective August 1, 2023.

Steps	Years of Service	Annual Salary	Hourly Rate
Step-6	After five years	\$54,080	\$26.00
Step-5	After four years	\$52,000	\$25.00
Step-4	After three years	\$49,920	\$24.00
Step-3	After two years	\$47,840	\$23.00
Step-2	After one year	\$45,760	\$22.00
Step-1	Probationary period	\$43,680	\$21.00

Any officer assigned by the Chief of Police to detective duties shall receive an additional stipend of fifty cents (\$.50) added to his hourly regular rate effective upon execution of this Agreement.

Section 2. Wage Schedule Administration.

- A. Members will be placed at the appropriate step as stipulated in Section 1 herein. In the event that a patrolman unit member has not yet reached the time-based step associated with the above wage step schedule, they shall continue to receive their current rate of pay until such time as they reach the appropriate years of full-time service with the City of Campbell police department, at which time they shall advance through the wage step schedule.
- B. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.
- C. **Prior Service Credit.** An employee having verified prior public service credit as a sworn police officer with the State of Ohio, or any political subdivision, shall receive service credit for the prior service in addition to the service credit earned while employed with the City of Campbell Police Department for the purpose of determining the salary and placement on the salary step schedule as provided in Section 1 herein.

Section 3. Shift Differentials. The following reflects the shift differential pay which will be paid to all bargaining unit members, during the term of this agreement:

Day Shift	(currently 6:00 AM – 2:00 PM)	ten cents (\$.10)
Afternoon Shift	(currently 2:00 PM – 10:00 PM)	thirty-five cents (\$.35)
Midnight Shift	(currently 10:00 PM –6:00 AM)	forty-two cents (\$.42)

Section 4. Pension Pickup. For all bargaining unit members hired on or before December 31, 2020, the City shall continue to pay four and one-half percent (4.5%) of the employee contribution to the Police and Fireman Disability and Pension Fund. Bargaining unit members hired on or after January 1, 2021 will not be eligible for the pension pick-up outlined above.

Section 5. Out of Class Pay. In the event of the absence or non-assignment of a Sergeant on any shift, the Chief shall assign the most senior bargaining unit member who is working that shift as the supervisor for the effected shift. The assigned bargaining unit member shall receive as compensation for the assignment the out of class hourly rate of pay of an Sergeant for the entire shift he is assigned as a supervisor. The rate for OIC pay for patrol officers with more than six (6) years’ experience shall be at the top rate for Sergeant. The rate for OIC pay for patrol officers with less than six (6) years’ experience will be the entry rate for Sergeant.

Section 6. Senior Patrolman Supplement. The parties acknowledge that the fifty cent (\$.50) per hour Senior Patrolman Supplement has been abolished and rolled into the annual salary and base hourly rate for employees who have completed twenty (20) years of full-time service with the City of Campbell Police Department in the rank of Patrolman, effective January 1, 2007.

Section 7. Weapons Qualification Supplement. The parties acknowledge that the one dollar (\$1.00) per hour Weapons Qualification Supplement, to which bargaining unit members employed on October 17, 2005, are entitled, has been abolished and rolled into the annual salary and base hourly rate for those employees, effective January 1, 2007.

Section 8. Hazardous Duty Pay. The parties acknowledge that the six hundred dollar (\$600) hazardous duty pay has been abolished and rolled into the annual salary and base hourly rate for bargaining unit members, effective January 1, 2007.

ARTICLE 36
LONGEVITY PAY

Section 1. All bargaining unit members shall receive as a longevity payment three dollars (\$3.00) per month for each completed year of service, not to exceed nine hundred dollars (\$900.00) annually, following the completion of the fifth year. Eligible bargaining unit members shall receive longevity payments of as provided in this section, and such payments shall be calculated once each year for all affected employees. Longevity benefits shall be paid to the employee on the first Thursday of December of each year for the duration of this Agreement in a separate check. Said compensation shall be added to the overtime rate of each eligible employee.

ARTICLE 37
CALL-IN PAY/COURT TIME

Section 1. Call-in Pay. Employees who are called into work at a time when they are not regularly scheduled, and which time does not abut their regular work time, shall receive a minimum call out pay of two (2) hours of pay at the rate of one and one-half (1 1/2) times the bargaining unit member's regular rate of pay.

Section 2. Court Time. Employees who must appear in court, pursuant to a subpoena, relative to their official duties as law enforcement officers during off-duty hours shall receive a minimum four (4) hours of compensation at the applicable rate, provided that such time does not abut their regular work time. In the event that such time abuts regular work time, the employee will receive compensation for those hours spent in court prior to the scheduled shift, at the applicable rate.

In order to receive the full four (4) hour minimum, the employee must report for duty to the station after the court appearance and work for the remaining four (4) hours. Any time expended by the employee beyond four (4) hours shall be compensated on the basis of the actual time expended at the applicable rate of pay.

ARTICLE 38
UNIFORM ALLOWANCE

Section 1. The Employer shall provide the first complete uniforms to new officers at no cost to the officers.

- A. "First Complete Uniform" shall be selected in accordance with the Campbell Police Department uniform policy and shall consist of only the following items:
1. One duty belt;
 2. Two pairs of duty slacks;
 3. Two winter duty shirts;
 4. Two summer duty shirts;
 5. One pair of duty boots or shoes;
 6. OC/Pepper Spray with belt holder;
 7. Baton with belt holder;
 8. Winter duty jacket;
 9. Handcuffs with belt holder;
 10. Four silver buttons and whistle chain;
 11. Name plate;
 12. Rechargeable flashlight;
 13. "8 point" duty hat;
 14. Tactical bullet resistant ballistic vest, as determined by the Chief of Police.

Section 2. The Employer shall provide all full-time bargaining unit members who have completed not less than six (6) months of service a uniform allowance in the amount of one thousand and one hundred fifty dollars (\$1,150.00) annually, payable to the bargaining unit member on the first Thursday of June.

Section 3. The City shall provide all full-time bargaining unit members with all suitable weapons.

Section 4. Probationary Employees. In recognition of the cost and expense to the City to outfit new probationary patrol officers with uniforms, a probationary officer who separates from employment prior to his/her first anniversary for any reason shall return all equipment listed in Section 1 to the Employer and shall be responsible for the total cost of the equipment provided in Section 1 that the Employer determines it is not returned to the Employer, or any item returned that cannot be reused due to excessive damage not caused by normal wear and tear. The Employer may deduct monies paid for the items in Section 1 from the employee's final paycheck as allowed by law, and/or the employee shall be liable to repay the Employer monies in excess of that which may be deducted from the final paycheck by law.

Section 5. Proration of Uniform Allowance Upon Separation for All Employees. Any employee who separates from employment shall have his/her annual uniform allowance prorated upon separation based on the number of months remaining in the current allowance year from date the payment is received to the following June (e.g., six (6) months = one-half (½) of annual allowance). Said amount shall be deducted from the employee's final paycheck.

ARTICLE 39 **MISCELLANEOUS**

Section 1. Trade Days. Police Department employees shall be allowed, by mutual agreement, to trade days off on the same shift or shifts. An employee may also, by mutual agreement, trade days with another employee on another shift. Such trading must be submitted to the Chief of Police in writing for approval by the Chief. Shift supervisors will be notified of such "trades" either by the Chief of Police or the parties making trade. A trade of shifts may not result in additional cost to the City. The employees trading shifts are responsible for working the changed shift.

Section 2. Previous Benefits. All benefits previously granted will not be diminished by any provision or failure of a provision in this Agreement.

Section 3. Telephone Calls. The City agrees to pay for all long-distance telephone calls employees are required to make in the performance of their assignments.

Section 4. No Solicitation. No FOP function shall allow outside promoters or agents to represent themselves as members of the Campbell Police Department, nor solicit funds for the Lodge by representing that the funds are for the department.

Section 5. Pay Stubs. The City shall provide, on all pay stubs, information reflecting accrued, unused sick leave and vacation time.

Section 6. Lodge Meetings. The general membership of the FOP, as it is comprised from time to time, shall be given reasonable on-duty time off to attend a Lodge meeting and/or executive sessions, subject to the express approval by the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE 40 **DRUG SCREENING**

Section 1. Drug screening or testing shall be conducted on a random basis. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

Section 2. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists and/or standards of the U.S. Department of Health and Human Services (DHHS). The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure.

Section 3. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited the College of American Pathologists and/or standards of the U.S. Department of Health and Human Services (DHHS). The employee may have a second confirmatory test done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test.

- A. If all the screening and confirmatory tests are positive, the City shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered by the employee's health insurance plan.
- B. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.
- C. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon return to his position for a period of one (1) year from the date of his return.
- D. Any employee in the above mentioned rehabilitation program will not lose any seniority or non-accrual based benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

- E. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action.
- F. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.
- G. For the purpose of this article, “periodic” shall mean not more than one time per year, except that a drug test may be performed at any time upon reasonable suspicion of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

Section 4. For purposes of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this article. The release referred to in this section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

ARTICLE 41 **PROMOTIONAL ELIGIBILITY**

Section 1. Sergeant Exam. A member of the bargaining unit, prior to being eligible to take any civil service promotional examination for the position of detective sergeant, shall have served two and one-half (2 1/2) years, at full-time status, with the Campbell Police Department in order to be eligible for testing for the position of detective sergeant. Prior service credit with another employer does not satisfy the service requirement specified herein.

Section 2. Chief Exam. In the event that the City provides a promotional exam for the position of Chief of Police and should the City extend the eligibility to participate in the promotional exam to Patrol Officers, a bargaining unit member must hold the position of patrol officer for two and one-half (2 1/2) years before he is eligible to test for Chief. Prior service credit with another employer does not satisfy the service requirement specified herein.

Appointment to the Chief of Police shall be done in accordance with the City Charter. In the event that the City Charter is changed to include Patrol Officers then Patrol Officers may be eligible for appointment.

ARTICLE 42 **FITNESS STIPEND**

Section 1. All bargaining unit members who successfully pass an annual fitness exam shall receive an annual stipend of one thousand dollars (\$1,000.00).

Section 2. The fitness exam shall be administered semi-annually during the month of June and shall be administered and witnessed by the Chief or designee, the Mayor or designee, and an FOP designee. The fitness exam shall consist of a one (1) mile run and general strength measurement exercise. To pass, bargaining unit members must successfully complete both

portions of the fitness exam. In the event an employee is unable to complete the fitness exam due to a documented injury or illness in either June or November, upon mutual agreement between the employee and the Chief, said employee shall be scheduled to complete the fitness exam on the next regularly scheduled date.

Section 3. General Rules. The entire test is formatted in a pass/fail paradigm and every examinee will have their choice to choose one of the following options for the physical exam: “Option A” or “Option B.”

Section 4. Option A. An examinee must pass both phases of Option A to successfully complete this physical exam option. If the examinee fails the first portion of the exam, he will not be permitted to continue the rest of the exam.

1. General Strength Measurement. Examinees will be given the option to perform either of the following exercises:

a. Choice 1. Bench Press. Examinees will be required to weigh in the day of the examination. After a valid weigh-in, each examinee will be required to perform one (1) bench press repetition with a bar weight equal to the below percentages of the examinee’s measured body weight. Examinees will be allowed to “warm up” and examinees will receive two (2) attempts to pass this portion of the exam. The passing weights/percentages are defined in the table below:

AGE Group (Males)	Percentage of Weight	AGE Group (Females)	Percentage of Weight
21-29	100%	21-29	65%
30-39	95%	30-39	60%
40-49	90%	40-49	55%
50+	85%	50+	50%

b. Choice 2. Pullups. Male examinees will be required to perform seven (7) “dead hang” pull-up exercises (females required to perform three [3]), with a hand position of the examinee’s choosing.

i. “Dead hang” means that the first repetition will start with the elbows extended and the examinee holding onto the pull-up bar and hanging.

2. Distance Run. Examinees will be required to run a timed one (1) mile run. Examinees will receive two (2) attempts to pass this portion of the exam. Each examinee must finish the run in the times (minutes and seconds), not to exceed the maximums, noted below:

AGE Group (Males)	Passing Times	AGE Group (Females)	Passing Times
21-29	8:30	21-29	10:14
30-39	9:15	30-39	11:08
40-49	10:00	40-49	12:02
50+	10:45	50+	12:57

Section 5. Option B. An examinee must pass a timed two (2) mile distance run according to the maximum allowable times and ages standards as shown below (shown in minutes: seconds):

AGE Group (Males)	Passing Times	AGE Group (Females)	Passing Times
21-29	17:00	21-29	20:30
30-39	18:18	30-39	22:42
40-49	19:30	40-49	24:00
50+	19:54	50+	24:48

ARTICLE 43 **MANAGEMENT RIGHTS**

Section 1. Management Rights. The Union recognizes that except as otherwise expressly limited in this Agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, the is not limited to the authority of the City, and its sole and exclusive discretion and judgment, to:

- a) determine matters of inherent managerial policy which govern; the function and programs of the City; standards of services; its overall budget; utilization of technology; and its organizational structure;
- b) direct, supervise, evaluate, or hire employees;
- c) maintain and improve the efficiency and effectiveness of its governmental operations;
- d) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e) suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- f) determine the adequacy of the work force;
- g) determine the overall mission of the City as a unit of government;
- h) effectively manage the work force;
- i) take actions to carry out the mission of the City as a governmental unit.

ARTICLE 44
DURATION

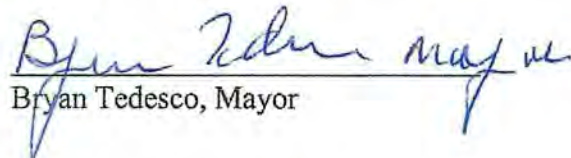
This Agreement shall become effective June 1, 2023 and shall continue in full force and effect until May 31,2026. Negotiations for a successor Agreement shall commence on or before one hundred twenty (120) days prior to the Agreement expiration date, gives notice to the other party in accordance with OAC 4117-1-02 of a desire to renegotiate all or any part of the agreement. In such case, negotiations shall ensure within a reasonable period of time. The parties, if they so desire, may agree to contract extensions.

SIGNATURE PAGE

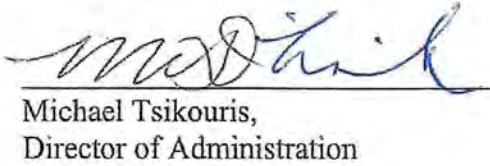
Signed and dated at Campbell, Ohio, on this 22nd day of May, 2023.

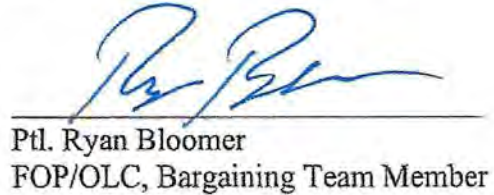
FOR THE CITY OF CAMPBELL

FOR THE FOP/OLC

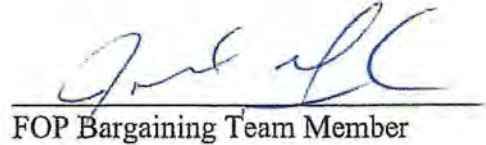

Bryan Tedesco, Mayor

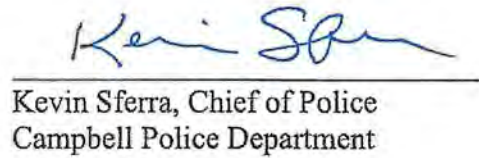

Chuck Aliff
FOP/OLC Staff Representative


Michael Tsikouris,
Director of Administration


Ptl. Ryan Bloomer
FOP/OLC, Bargaining Team Member


Nikitas Tsikouris, Finance Director


FOP Bargaining Team Member


Kevin Sferra, Chief of Police
Campbell Police Department

Approved as to Form:


Brian J. Macala, Law Director

LETTER OF UNDERSTANDING
SECTION 125 PLAN

The City of Campbell and FOP/OLC hereby agree to the following:

Upon acceptance and notification from the Internal Revenue Service, the City shall enroll in a Section 125 Plan regarding an employee's contribution of the monthly premium paid by the employee towards health insurance.

Such plan shall be effective the first full pay period following the notice of approval from the IRS.

It is further agreed that the Employer shall pick up the contribution to the Ohio Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each employee shall be the applicable percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer for the purpose of city, state, and federal income tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective upon the first full pay period following January 1, 2015 and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change, making the procedure unworkable, the parties shall return, without penalty, to the former method of Employer/employee contributions.

SIDE LETTER #1
YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY EXTRA
HOURS SELECTION PROCESS

Section 1. This Side Letter is intended to define the set forth a procedure for scheduling slots for bargaining unit employees related to extra hours available for the Youngstown Metropolitan Housing Authority assignments. Nothing in this article shall be construed as a continued guarantee of work hours related to YMHA or as a restriction on management's right to the extent not addressed in this side letter.

Section 2. Employer to Determine Schedule. Each month the Chief of Police shall designate those extra slots available to related to coverage necessary for YMHA in accordance with his assessment of the operational needs of the Department. Based on the number of slots available the Chief will indicate to the members of the bargaining unit in writing the number of slots each bargaining unit members may select per month by seniority (e.g. the Chief may indicate that each member may have the opportunity to fill up to three (3) slots during the applicable month). The Chief will make a reasonable attempt to post the YMHA available slots seven (7) days before the beginning of any month.

Section 3. Initial Selection. Once the Chief of Police posts the available YMHA slots for a month, bargaining unit members may by departmental seniority pick the number of slots the Chief has designated each member may fill during the initial round of selection. The bargaining unit member with the most seniority shall select his/her number of slots first, and then the member with the next highest seniority, and so on until all members have selected the number of slots they are willing to fill during the first round of selection. Initial selection must be made within five (5) days of the Chief's posting of the YMHA slots for a month. Failure to make selection within five (5) days shall forfeit a members' right to their initial slot allotment.

Section 4. Secondary Selection. Once all members have been given five (5) days to select their initial slots based on seniority process above, any remaining available slots may be filled by seniority on a rotating basis. Bargaining unit members shall have two (2) days to make a single secondary selection once the initial bidding period is over. Beginning October 2017, the rotation shall begin with the oldest (most senior) officer and shall proceed through the seniority list to the youngest (least senior) officer, at which time the rotation shall start over. In the event that a member passes on his/her right to pick up any available extra slots, the officer shall be treated as if he/she had selected a slot and placed on the bottom of the rotating list for future selection of secondary slots.

If an officer is unavailable to fill any of the remaining slots (e.g. working normal Campbell shifts or on approved leave), he will be passed over to the next officer on the list for the current month but maintain his/her standing for next month's initial and secondary selection rotation.

Section 5. In the event that there are no bargaining unit members available to fill a YMHA slot after the initial and secondary selection process the Chief of Police may fill any available slots through use of non-bargaining unit officers.

SIDE LETTER #2
EXTRA DUTY DETAILS

Section 1. The Union and Employer acknowledge that any Extra Duty Details are subject to the discretion of the Employer and once approved by the Chief of Police are subject to the Employer's policies, procedures, rules and regulations. The Union and Employer agree that once approved and posted, the sign-up procedure to work Extra Duty Details shall be administered by the FOP Union Executive Committee.