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Contract Between

City of Whitehall, Ohio

and

The Fraternal Order of Police, Capital City Lodge 9

January 1, 2024 – December 31, 2026

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Attachments:

MOU Lateral Transfer Police Officer dated 10/22/2020
Seniority List established as of January 1, 2021

ARTICLE 1
CONTRACT

Section 1.1. Contract. This Contract is made and entered into by and between the City of Whitehall, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Capital City Lodge No. 9, (hereinafter referred to as the Lodge).

Section 1.2. Purpose. This Contract is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations between the City, members of the bargaining units (hereinafter referred to as members), and the Lodge.

Section 1.3. Legal References. Unless otherwise indicated, the terms used in the Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members, and the Lodge are subject to all applicable state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public members. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this contract, except where supplemental workers compensation or supplemental unemployment have been negotiated and included herein. As to initial appointment to the rank of Police Officer, the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and appointments from the eligible lists are not subjects of bargaining under this Contract.

Section 1.4. Severability. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract by tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the City and the Lodge shall meet within thirty (30) days of receipt of the written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.5. Sanctity of Contract. The City and Lodge agree that no member or official hereunder shall be asked to make any written or verbal agreement which may in any way conflict with this Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the City and the Lodge to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.6. Enforceability of Contract. The City and the Lodge assert and believe that the provisions of this Contract are enforceable in a court of law. The City believes that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for all members included in the bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of past Contracts between the parties, and the resolution of questions arising under this Contract.

Section 2.2. Bargaining Units. Pursuant to Section 4117.06 of the Revised Code, there are established two (2) bargaining units within this Contract. The first bargaining unit consists of all regular sworn full-time members of the Department who are below the rank of Sergeant. The second bargaining unit consists of all regular sworn full-time members of the Department who are of the rank of Sergeant or Lieutenant. Excluded from inclusion in either bargaining units, and thereby from coverage in this Contract, are the positions of Chief and Deputy Chiefs. Reference throughout this Contract to members shall mean members within both bargaining units, unless specified otherwise.

ARTICLE 3
LODGE SECURITY

Section 3.1. Dues Deduction. Pursuant to Section 4117.09(B) of the Revised Code, the City agrees to deduct Lodge membership dues in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

If a deduction is desired, the Lodge member shall sign a payroll deduction form which shall be furnished to the Financial Secretary of the Lodge. Once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made shall be forwarded to the Lodge Financial Secretary. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

The City shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional employees benefits, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions. No other employee-organization's dues shall be deducted from any member's pay for the duration of this Contract.

Section 3. 2. Fair Share Fee. As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27,2018), the City and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members, and the City and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 3.3. Lodge Indemnification. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of Sections 3.1 and 3.2 regarding the deduction of Lodge dues or fair-share fee, except as otherwise provided by law**.** The Lodge hereby agrees that it shall indemnify and hold the City harmless from any and all claims, demands, suits, actions, or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with Sections 3.1 and 3.2, including the defense thereof.

Section 3.4. Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board at Department headquarters. Lodge bulletins and Lodge material only shall be permitted to be posted on this board.

Section 3.5. Lodge Meetings. The Lodge shall be permitted, upon prior notification to the Chief of Police, to hold meetings, for the Lodge members in the bargaining unit(s) and/or for all members, at Police Headquarters or other City building, room or facility. The notification required under this Section shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and required location of the meeting.

The City agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the City to provide the requested location to the Lodge, the City shall so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room or facility.

No member or member of the Lodge shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.6. Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.7. Use of Intra-Department Mail and E-Mail. The Lodge shall be permitted to utilize the intra-Departmental mail and e-mail systems for the purpose of providing information pertaining to Lodge business or Bargaining Unit representation, to members. The Lodge agrees that the use of the mail and e-mail systems shall be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or Bargaining Unit representation. All mail placed into the mail system by the Lodge shall be the property of the member(s) to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the Lodge's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

Section 3.8. Lodge Business. Representatives of the Lodge shall be permitted to transact official Lodge business at Departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal departmental operations.

ARTICLE 4
NONDISCRIMINATION

Section 4.1. Joint Pledge. The City and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, sexual orientation, creed, religion, ancestry, national origin, military service, political affiliation, or disability, as protected by law.

Section 4.2. City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the Lodge, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 4.3. Lodge Pledge. The Lodge, within the terms of its Constitution and By-laws, and the City agree not to interfere with the desire of any member to become and remain a member of the Lodge. The Lodge agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B) (6) and 4117.12 of the Revised Code.

Section 4.4 Grievances. Alleged violations of this Article may be submitted as a grievance in accordance with Article 5 of this Agreement. Such grievances may be appealed to Step 3 of the grievance procedure. Grievances alleging a violation of this Article may not be appealed to arbitration unless the grievance also is challenging discipline imposed on an employee.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours, terms or conditions of employment of members, concerning the interpretation and application of this Contract, Department regulation, directive, procedure or policy.

Section 5.2. Qualifications. A grievance can be initiated by the Lodge or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, then the Lodge or the Grievance Chairman may select one or more of the members to process the grievance as the designated representative(s) of the affected group of members. A member has the right to present grievances and have them adjusted, without the intervention of the Lodge, as long as the adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment.

Section 5.3. Jurisdiction. The Grievance Procedure provided in this Contract shall be the favored method for resolving questions or disputes. Nothing in this Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission (except where a matter is submitted to arbitration) or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter. However, once a member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the member or the Lodge is thereafter precluded from seeking a remedy under this Procedure. Further, once a grievance is submitted to arbitration, then the grievant is precluded seeking a remedy

under an administrative tribunal or court, including but not limited to, the Civil Service Commission.

Section 5.4. Steps. The following steps and procedures shall be utilized in the resolution of grievances, provided that Lodge or group grievances shall be submitted at Step 2 of the grievance procedure and that a disciplinary decision of the Public Safety Director, issued after a Departmental hearing is held or waived under Section 11.5, may be submitted directly to Step Four of the grievance procedure, under Section 5.4(D).

A. Step One: Informal.Grievance Meetings

1. Disciplinary or Individual Grievances: An individual member having a grievance will first attempt to resolve it informally with his or her immediate supervisor. Such attempt at informal resolution shall be made by the individual grievant within fourteen (14) calendar days following the events or circumstances that gave rise to the grievance or within fourteen (14) calendar days after these events or circumstances first became known to the grievant. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, a Grievance Chairman may accompany the grievant should the latter request it.

   If the grievant is not satisfied with the response from the immediate supervisor at this step, the grievant may pursue the formal steps which follow. In doing so the grievant may seek the assistance of his or her Grievance Chairman.

2. Lodge Non-Disciplinary Grievances: The Lodge recognizes the importance of maintaining good communications and a working relationship between management and its members. As such, the Lodge agrees that prior to filing any grievance, excluding those involving discipline the Lodge or their designee(s) shall meet with the Chief or their designee to attempt to resolve the issues or dispute(s) informally to the satisfaction of all parties. The Lodge and the City agree that this procedure does not prevent a grievance from being filed and that time limits immediately pause upon request for an informal meeting and remains stayed until either party decides the informal resolution process has been unsuccessful. The timelines set forth in the grievance procedure shall begin to run upon either party providing written notice to the other party that the informal grievance process has ended. The Lodge shall have seven (7) days after either parties' written notification ending the informal resolution process to present a written grievance at Step 2 of the formal grievance procedure.

   Nothing in the section precludes an aggrieved member from filing a grievance subject to his or her rights under Section 5.2 of the Agreement.

B. Step Two: Bureau Commander.

1. When a grievant is not satisfied with the supervisor's informal response to the grievance at Step One, the grievant may submit the grievance in writing to his or her Bureau Commander. This written grievance shall be submitted to the Bureau Commander on the grievance form agreed to by the City and the Lodge, within seven (7) calendar days after the grievant has received a response to the informal Step One grievance. The Bureau Commander shall date stamp the form on the date of its receipt. Grievances submitted beyond the seven (7) calendar day time limit shall not

be considered.

2. Within seven (7) calendar days of his or her receipt of the written grievance, the Bureau Commander shall affix his or her written response to the form, date and sign the response, and return one copy of it to the grievant and one copy to the Grievance Chairman.

C. Step Three: Chief.

1. Should the grievant not be satisfied with the response to the grievance at Step Two, the grievant may appeal the grievance to the Chief of Police. The grievant shall initiate this appeal within seven (7) calendar days after receipt of the Step Two response, by delivering a copy of the grievance form containing the written responses from the prior steps, and any other pertinent documents, to the Office of the Chief of Police. The Chief of Police shall date-stamp the grievance form on the date of its receipt. Grievances submitted beyond the seven (7) calendar days time limit shall not be considered.

2. Within fourteen (14) calendar days of his or her receipt of the grievance form, the Chief of Police, or designated representative, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The Grievance Chairman and a Lodge representative may attend this meeting. The Chief of Police, or designated representative, may be joined in the meeting by representative(s) of the City Administration.

3. At the meeting called for at this Step, the grievant and/or his or her Lodge representative(s) shall be permitted to give a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) calendar days after the meeting at this Step, the Chief of Police shall submit to the grievant and the Grievance Chairman a written response to the grievance; such response shall be signed and dated.

5. Should the grievant not be satisfied with the Chief of Police's response to the grievance at Step Three, the grievant shall notify the Chief of Police and the Grievance Chairman within seven (7) calendar days of receipt of response of the grievant's desire to proceed to the Mayor.

D. Step Four: Mayor.

1. The grievant or the Grievance Chairman shall present the grievance to the Office of the Mayor. The Mayor shall schedule and conduct a meeting with the grievant within fourteen (14) calendar days of such presentation, unless the parties mutually agree to a longer period of time. The Mayor may have City representatives in attendance at this meeting.

2. The Grievance Chairman and a representative of the Lodge may accompany the

grievant to the meeting with the Mayor. The grievant and his or her representative(s) shall be permitted to give a full explanation of the grievance and the material facts relating thereto. Within fourteen (14) calendar days of such meeting, the Mayor shall furnish a written response to the grievant, and to the Grievance Chairman.

E. Step Five: Arbitration.

Should the grievant not be satisfied with the Mayor's response to his or her grievance at Step Four, the grievant shall notify the Grievance Chairman of his or her desire to proceed to arbitration. The Grievance Chairman shall present the grievant's request for arbitration to the Lodge President. Should the Lodge determine to proceed to arbitration with the grievance, the Lodge President shall so notify the City by written notification. This written notification shall be delivered by hand or received by the Office of the Mayor within fourteen (14) calendar days after the grievant's receipt of the Mayor's written response. Email notification will satisfy this provision.

Section 5.5. Time Off for Presenting Grievances. A grievant and Grievance Chairman shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance meetings at Step Three shall be held at a time mutually agreeable to the parties involved. The Grievance Chairman or grievant must obtain prior approval from the grievant's immediate supervisor before conducting meetings while the grievant is on duty. Such approval by the supervisor shall not be unreasonably withheld. The meetings between a grievant and Grievance Chairman shall be held at a police facility or the Lodge Office. Grievance Chairman shall be allowed adequate time off the job with pay to conduct a proper investigation of each grievance, as approved by the supervisor. Such approval will not be unreasonably withheld; the withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal his or her grievance or have it heard.

Section 5.6. Time Limits.

A. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the Lodge's and the City's designated representative may mutually agree, at any step, to short time extensions, but any such agreement must be in writing by the parties. Email notification will satisfy this provision. In the absence of such mutual extensions, the grievant may at Step One and Step Two where a response is not forthcoming within the specified time limits automatically move the grievance to the next step in the procedure. In the event a response is not forthcoming within the specified time limits at Step Three or Four, the grievant may presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Failure of the grievant to appeal within the specified time limits automatically constitutes a withdrawal of the grievance. Any step in the Grievance Procedure may be waived by mutual consent.

B. A grievance may be processed through the chain of command whose actions gave rise to the grievance if different than that of the grievant.

C. Lodge or group grievances shall be initiated at Step Two within fourteen (14) calendar days following the events or circumstances that gave rise to the grievance or within fourteen (14)

calendar days after these events or circumstances first became known to the Lodge or group grievants.

If an Office or Department specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant shall be permitted to file the grievance or grievance appeal on the next business day on which such Office is open.

Section 5.7. Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4 certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance of such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8. Grievance Forms. The City and the Lodge shall develop jointly a Grievance Form. Such Forms will be supplied by the Lodge and made available to all Grievance Representatives.

Section 5.9. Days. For the purpose of counting time, "days" as used in this Article will not include holidays or up to the first fourteen (14) calendar days of any approved leaves, and the first day is excluded while the last day is included within the prescribed time.

ARTICLE 6
ARBITRATION

Section 6.1. Selection of Arbitrator. Unless the designated representatives of the Mayor and the Lodge President are able to select an arbitrator by mutual agreement, the parties shall, within thirty (30) days of notification of the Lodge's intent to proceed to arbitration, request that the Federal Mediation and Conciliation Services (FMSC) to submit a metropolitan panel of seven (7) labor arbitrators that have a AAA affiliation, from which the City and Lodge shall select one by mutual agreement. The parties agree that either party may submit the request as a joint request. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator shall then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 6.2. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this agreement. The arbitrator shall expressly confine himself or herself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him or her. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish

any new or different wage rates not negotiated as part of this contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

The question of arbitrability of grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question.

The decision of the arbitrator shall be final and binding upon the Lodge, the grievant, and the City.

Section 6.3. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-member witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to whom is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 6.4. Arbitrator's Award. The arbitrator's decision shall be in writing and should be mailed to the Lodge and the City within thirty (30) days from the date the hearing record is closed.

ARTICLE 7
LODGE REPRESENTATION

Section 7.1. Grievance Chairman. The Lodge President shall appoint a member from each unit as Grievance Chairman for the unit. The Lodge President shall also name an alternate from each unit who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman. The Lodge will notify the City in writing who the Grievance Chairman and alternate(s) are. No other member will be permitted to act as the Grievance Chairman.

The authorized functions of the Grievance Chairman shall include the following:

A. Attendance at any City/Lodge joint meeting relating to member relations and/or grievances;

B. Representing the Lodge in investigating and processing grievances in the Grievance Procedure;

C. Providing general supervision and coordination of grievances in the progress; and

D. Acting as a liaison between the City and the Lodge on matters concerning grievances.

Each Grievance Chairman shall be released, on straight time pay, from normal duty hours, upon notifying his or her supervisor, to participate in the aforementioned grievance-related duties without loss of pay or benefits.

The City, upon reasonable notice by the Lodge, shall permit the Grievance Chairmen to be released with pay, not to exceed a cumulative total of forty (40) hours annually to be used among all Grievance Chairmen, to attend training sessions sponsored by the Lodge related to Contract administration and conduct of the grievance/arbitration procedure.

Section 7.2. FOP Delegates. Members who are duly elected or selected delegates or alternates to the State or National conferences of the Fraternal Order of Police shall be allowed reasonable time off duty to attend such functions. To the extent any such time is during a delegate's scheduled working hours, the delegate shall be marked on special assignment for this purpose.

ARTICLE 8
NEGOTIATIONS

Section 8.1. Committees. The Lodge and the City have the right to select their own Negotiations Committees and to change Committee members at will. The parties agree to engage in multi-unit bargaining. The Lodge specifically reserves the right to have the Lodge President, or designee, and one (1) other Lodge representative selected by the Lodge, serve as members of the Negotiations Committee. All members of the Lodge Committee shall be assigned to day shift hours on days when negotiations or Negotiating Committee meetings are scheduled.

The Lodge will provide at least two weeks' notice to the Chief of any Negotiating Committee meetings scheduled prior to the first negotiation meeting between the parties. Prior to the first negotiation meeting between the parties, the members of the Lodge Negotiations Committee will not attend more than (4) Negotiations Committee meetings in full pay status unless agreed to by the Chief. The Chief's approval will not be unreasonably withheld.

Section 8.2. Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each party: will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counter-proposals, to compromise, and to make agreements subject to final ratification; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 8.3. Information Furnished. The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals and counter-proposals and to negotiate in good faith.

Section 8.4. Private Meetings. The parties agree to negotiate in private meetings pursuant to

Section 4117.21 of the Ohio Revised Code. These meetings shall be held at least once every week, unless mutually agreed otherwise, during a period beginning sixty (60) days before the expiration of this Contract, unless the parties agree to an earlier date for the start of negotiations.

Section 8.5. Spokesman. The Negotiations Committees shall formally communicate with each other through a spokesman named by each party.

Section 8.6. Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 8.7. Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 8.8. Negotiations Committee. The City agrees to allow not more than two (2) members from each bargaining unit to serve on the Lodge's Negotiations Committee on a full paid status during negotiations. Where practicable, a member whose scheduled duty hours do not coincide with the meeting hours may have his or her duty hours adjusted so that he or she may attend the meeting in full pay status. The Lodge, through the Grievance Chairman, shall notify the City of the names and normal shift of the Lodge Committee members prior to the first scheduled negotiations date. Upon prior notification to their supervisors, members selected for the Lodge Negotiations Committee will be allowed reasonable time off duty, on paid status, to attend work sessions of the Lodge Negotiations Committee prior to and during the course of negotiations.

Section 8.9. Ratification by Council. The City shall submit to the City Council for approval the tentative agreement reached by the Negotiations Committees within fourteen (14) days after the Lodge membership in either or both units ratify the tentative agreement. The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City submits the tentative agreement to City Council. The tentative Agreement thereupon becomes binding upon the City, City Council, the Lodge and the members.

ARTICLE 9
DISPUTE RESOLUTION

Section 9.1. Dispute Resolution Procedures. Should the Lodge and the City be unable through negotiations to agree to the terms of a successor contract**,** the parties recognize that the statutory dispute resolution procedure at Section 4117.14 of the Revised Code shall be used by the parties to resolve their differences and reach a new Contract, unless otherwise agreed**.**

ARTICLE 10
MANAGEMENT RIGHTS

Section 10.1. Management Rights and Responsibilities. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City,

standard of services, its overall budget, utilization of technology, and organization structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain members;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Police Department;

H. Effectively manage the work force;

I. Take actions to carry out the missions of the Police Department.

Section 10.2. Subject to Bargaining and/or Grievance. The City is not required to bargain with the Lodge on subjects reserved to the management and direction of the Department except as such subjects would affect wages, hours, terms and conditions of employment of members, and/or the continuation, modification or deletion of an existing provision of this Contract. A-member or the Lodge may raise a legitimate complaint or file a grievance based upon the Contract.

ARTICLE 11
CORRECTIVE ACTION AND RECORDS

Section 11.1. Corrective Action for Cause. No member shall be removed, reduced in pay or rank, suspended, reprimanded, or otherwise disciplined, without just cause.

Section 11.2. Progressive Corrective Action. Except as otherwise provided, the principles of corrective action shall be followed with respect to conduct which is not a violation of criminal law. The charge of insubordination will only be used when no other charge is applicable to the conduct considered insubordinate. The progression shall at least include documented oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before reduction in pay or rank or removal for the same or related offenses. If the offense is of a serious nature, the Police Chief may determine that a different sequence is utilized.

Section 11.3. Counseling and Training. The Division may use counseling and/or training to assist a member to improve his or her work performance and to address work deficiencies. Counseling and/or training is not disciplinary in nature but may precede the issuance of progressive corrective action. Any documentation regarding the issuance of counseling shall be maintained in the member's personnel file until completion of the Member's next annual evaluation, not to exceed

twelve (12) months from the issuance of counseling. Such documentation shall be subject to removal thereafter upon a member's request**.**

Section 11. 4 General Disciplinary Provisions. A Departmental Hearing shall be held prior to the imposition of any suspension, removal and reduction in pay or rank, provided the City shall always retain the right to relieve a member with pay pending such hearing. A member has the right to waive a Departmental hearing. At any time when an inquiry concerning a member occurs wherein discipline may result the member shall be immediately notified that such a result is possible. For members testing positive for drug or alcohol use under Article 34, the City may withhold the imposition of discipline conditioned upon successful completion, at the member's expense, of a program approved by the City. The member may use any available health benefits to pay for the program.

Section 11.5. Departmental Hearings. Prior to any Departmental Hearing before the Safety Director or the Director's designee, the affected member shall receive from the Chief of Police or designee a written statement of all charges and specifications. The member shall also receive notification from the Safety Director as to the hearing date and time. The member shall also receive notification as to the evidence which supports the disciplinary charges and specifications. At a Departmental Hearing, the charged member shall be allowed to be represented by a Lodge representative or Lodge Attorney, shall be allowed to call witnesses material to his or her defense, and shall be given an opportunity to cross-examine any adverse witnesses.

Hearings shall be held in the Police Department unless an alternative site is mutually agreed upon by the parties. All hearings shall be recorded by the City, and in the event that the Director's decision is appealed to a Step Four grievance under Section 5.4, the member shall receive a copy of any transcript made of the hearing at no charge. The hearing may be recorded by the Lodge or the City or both.

A member who is charged, or his or her Lodge representative or Lodge Attorney, may make a written request for continuance of the hearing. Such request will be granted where practicable at the discretion of the Safety Director. The length of such continuance shall be mutually agreed upon.

The City shall notify the affected member and the Lodge President of any decisions reached as a result of a Departmental Hearing. A good faith effort will be made to provide such notification prior to any public statement.

Where the Safety Director imposes discipline upon a member, after a Departmental hearing is held or waived by the member, the Director's decision may be submitted to Step Four (Mayor) of the grievance procedure under Section 5.4. In such a case, a grievance need not be submitted at any prior step in the grievance procedure for the matter to proceed to arbitration.

Section 11.6. Duration of Records. All disciplinary records shall be maintained in each member's personnel file throughout his or her period of employment, subject to the following exceptions:

A. Any record of oral reprimand shall be removed from the personnel file, upon the request of the member, twelve (12) months after such action was taken;

B. Any record of written reprimand shall be removed from the personnel file, upon the request of the member, twenty-four (24) months after such action was taken; and

C. Any record of suspension or reduction in pay shall be removed from the personnel file, upon the request of the member, thirty (30) months after such action was taken.

D. Should the same type of corrective action be taken for an offense of a same or similar nature against an member prior to the date of record removal specified in subsections (A), (B), or (C) of this section, the record removal date shall be extended for a like period of time as to the disciplinary record otherwise subject to removal under subsections (A), (B), (C) of this section.

E. A copy of the disciplinary record removed from the personnel file shall be given to the member. The original of the disciplinary record shall not be retained in the member's personnel file.

F. While the aforementioned timelines shall be used for the purposes of progressive discipline, all original disciplinary records shall be destroyed pursuant to the City's Records Retention Schedule.

In any case in which an action of record is subsequently disaffirmed, the member's personnel file shall clearly indicated such disaffirmance. At the member's request, the City shall so expunge records of the case from the member's personnel file when such disaffirmance has occurred.

In addition, unfounded or unsubstantiated allegations or complaints of misconduct made against a member and appearing in the files of the Internal Affairs Bureau shall not be considered in further corrective action, in future promotional considerations or future transfer considerations.

Section 11.7. Review of Personnel Files. Every member shall be allowed to review any of his or her personnel files at any reasonable time upon written request. A member may also authorize his or her Lodge Representative or Lodge Attorney to review the personnel file. Such request must be in writing. Such request may be made to the Chief. No information in a member's personnel file will be shared with anyone outside the Department or the City Administration, except as required by law. Any member may copy documents in his or her file.

Notwithstanding the provisions of the proceeding paragraph which may limit access to a member's personnel file, if a request is made to inspect and/or copy records within the member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first provide written notification to the member of the nature of the request.

Upon receipt of notification, the member shall have two (2) business days to take any one or more of the following actions:

1. Insure any material within the member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;

2. Protest the City's intended compliance with the request by filing a written letter of protest with the Director of Safety, which letter of protest shall be considered prior to the City's compliance with the request;

3. Pursue any available legal remedy.

Section 11.8 Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in any document contained in his or her personnel file, the member may notify the Chief in writing of the alleged inaccuracy. Material will be removed from the file and destroyed when a member's claim that it is inaccurate, irrelevant, outdated or incomplete is sustained by the Chief. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

Section 11.9 Performance Evaluations. A member shall have the right to respond in writing to any negative performance evaluation**.** A member's signature on any performance evaluation shall be construed only as representation that the member has read it and shall not be construed as a representation that the member has concurred in any or all of the contents or comments contained thereon. The member shall be the last person to sign a performance evaluation and no evaluative comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he or she signs it.

Section 11.10 Placement of Material in Personnel File. No document which does not include as a part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.

ARTICLE 12
WORK RULES AND DIRECTIVES

Section 12.1. Work Rules. The City agrees that work rules, including departmental rules, directives, procedures, regulations and policies**,** shall be reduced to writing and provided electronically or via hard copy to all members in advance of their enforcement. Work rules shall be interpreted and applied uniformly to all members. No member shall be subject to discipline for an alleged violation of a work rule which has not been so issued and the member has acknowledged receipt and reading of the work rule.

Section 12.2. Internal Review Procedures and Member Assistance Program. The City shall maintain a policy and procedure regarding "Member Assistance Program" and "Internal Review Procedures" for the life of this Contract. These policies may not be changed by the City except for good cause and not without first giving the Lodge written notice of any proposed change and offering the Lodge opportunity in a Labor Relations meeting to provide input as to any proposed change. No proposed changes in these policies shall be made, without the Lodge's consent, in regard to the application of current policies to any incident which occurred prior to the date the Lodge was first notified of any proposed policy change.

ARTICLE 13
LABOR RELATIONS MEETINGS

Section 13.1. Labor Relations Meetings. The City and the Lodge recognize the benefit of exploration and study of current and/or potential concerns or problems including departmental rules, regulations and policies. The Lodge President, or designee, and two members from each bargaining unit who served on the Lodge's Negotiations Committee for this Contract shall represent the Lodge. With prior mutual approval, either the City or the Lodge may bring additional individuals as may be helpful to the item(s) to be discussed. The Committee may make recommendations to the Lodge President and the Mayor on matters which would affect the Contract.

Section 13.2. Frequency of Labor Relations Meetings. Labor relations meetings may be held at the written request of either the City or the Lodge on a quarterly basis (January, April, July, and October). Further, more frequent meetings may be requested in writing by either the City or the Lodge. The written request shall include an agenda stating the matter(s) to be discussed.

Section 13.3 Release of Members. A member who serves as a Lodge Representative in the Labor Relations Committee shall be released with pay to attend a Labor Relations meeting if the meeting time coincides with the member's duty time. Where practicable, a member whose scheduled duty hours do not coincide with the meeting time may have his or her duty hours adjusted so that the member may attend the meeting in full pay. Pay for a member's attendance at a Labor Relations meeting will be at the member's straight time rate.

ARTICLE 14
SAFE EQUIPMENT

Section 14.1. Safe Equipment. The City shall furnish and shall maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions, equipment, or practices; for avoiding negligence; and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

ARTICLE 15
POLITICAL ACTIVITY

Section 15.1. Political Activity. In addition to other legal rights:

A. A Lodge member may participate in the Lodge's Political Screening Committee. Such participation may be directed towards the endorsement and support of partisan political candidates solely on behalf of the Lodge, provided that the Lodge member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his or her official capacity as an employee of the City, or is sanctioned by the City.

B. A member may participate in partisan political activity outside the City of Whitehall (unrelated to the City of Whitehall), provided that the member undertakes such

participation while off-duty, while not in identifiable uniform and does not represent that his or her participation is either undertaken in his or her official capacity as an employee of the City, or is sanctioned by the City.

C. A member is permitted in the City to freely express his or her personal political opinions and to exercise his right to vote in political elections, except that a member shall not:

(1). Be required to contribute to any political candidate, party, or activity.

(2). Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected position within the City.

(3). Become actively involved in the management of any political campaign for any elected position within the City, except would be applicable under Section 15.1 (A). Any political participation by a member within the City shall be undertaken while off-duty, while not in identifiable uniform and without any representation that such activity is either undertaken in his or her official capacity as an employee of the City, or sanctioned by the City.

(4). Solicit contributions for any candidate for elective office.

ARTICLE 16
ANTI-NEPOTISM

Section 16.1. Anti-Nepotism. In any situation where a family relationship (son, daughter, brother or sister, either by blood or marriage) exists where one member of a family is of a rank superior to another member of a family, the City shall designate a designee to act in the capacity of the family member who is of the superior rank.

The family member of a rank superior to another family member shall in no way have any involvement in work matters affecting the lesser-ranked family member**,** not limited to but including discipline, assignments, promotions and other career matters, except in emergency situations.

This Article shall in no way effect the duties of the family member of a rank superior to another family member**,** except in matters effecting the lesser ranked family member.

ARTICLE 17
LAYOFFS/JOB ABOLISHMENT

Section 17.1. Layoffs. Should it becomes necessary to reduce the work force in the Department, the least senior member in point of active service with the Department shall be the first laid off, and any layoff thereafter shall be by reverse seniority.

Section 17.2. Job Abolishments. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished the incumbent shall displace the next less senior member in that rank, the person thereupon displaced shall displace the next less senior member in rank, the person thereupon displaced shall displace the least senior officer in point of

service in the next lower rank, and the least senior member in point of service has been reached, who shall be laid off.

Section 17.3. Reason for Action. Layoffs or Abolishments may be effected by the City only due to lack of work or lack of funds.

Section 17.4 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least twenty-eight (28) calendar days prior to said action. This notice is to be sent by certified mail, return receipt requested, to the member's home address of record or hand-delivered. If hand-delivered, the recipient shall sign a receipt for the same. The notice shall contain the following information:

A. The reason or reasons for the layoff or displacement.

B. The effective date of the layoff or displacement.

C. A listing detailing the member's seniority in relation to other members of both bargaining units.

D. A statement advising the member of such member's reinstatement rights.

E. A statement advising the member of such member's responsibility to maintain a current address with the Department.

Section 17.5. Reinstatement. Should an abolished position be recreated or reestablished within three (3) years from the date of abolishment, or should a vacancy occur within either bargaining unit through death, resignation, or any other cause, or should a new position be created in either bargaining unit, within three (3) years from the date of layoff or displacement, the most senior member in the point of service of those laid off shall be entitled to the position, provided said member is otherwise qualified to assume the position.

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

ARTICLE 18
PROMOTIONS AND PROMOTIONAL EXAMINATION

Section 18.1. Promotions. Promotions above the rank of Police Officer will be made in accordance with Section 124.44 of the Revised Code, except as otherwise provided herein. No Police Officer shall be eligible for promotion to Sergeant unless he/she has four (4) years as a Police Officer within the Department, as of the date of the written examination. Eligibility for promotion from Sergeant to Lieutenant shall require twelve (12) months of service within the rank of Sergeant as of the date of the written examination.

Section 18.2. Examinations. Examinations shall be practical in their character and shall relate to those matters tending fairly to test the capacity and qualifications of the applicant to discharge proficiently the duties of the position to which he/she seeks appointment. Examinations shall consist of a written multiple choice test and assessment center evaluations. The written test shall be administered by the Civil Service Commission ("Commission"). The assessment center shall be an external evaluation by the Ohio Chiefs of Police Association or other reputable law enforcement testing organization.

These tests shall be given in successive stages.

Section 18.3. Notice of Examinations. The Commission shall give notice of promotional examinations by posting of bulletins in conspicuous places in the Department. Such notice shall be given not less than forty-five (45) days prior to the examination. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the examination. Where practicable, at least three (3) copies of the resource material shall be available to members at the Department at the time of posting of the examination notice.

Section 18.4. Examination. Subjects and Weights. The written test score shall contribute 40% and the assessment center evaluation shall contribute 60% to the applicant's overall test score. The passing grade for the written examination shall be established by the Commission before the written examination is given. A passing grade on the written test must be achieved in order for the applicant to proceed to the assessment center evaluation.

Section 18.5. Seniority and Rating Credit. Applicants taking promotional examinations who receive a passing grade on the written test, shall receive credit for seniority, which shall be determined as follows: one per cent of the total grade attainable in such examination for each of the first four years of service, and six tenths per cent of such total grade for each of the next ten years of service. The total grade attainable shall be 100% (or a perfect score) exclusive of additional credits for seniority.

Section 18.6 . Inspection of Examination Papers. As to the written test, the examination papers of each applicant shall be graded and each applicant shall be notified as to his or her test results, right to examine his/her test, and any right to protest his/her test results, all in accordance with the Commission's Rules and Regulations Before the Commission certifies the written test results, it shall give consideration to any protest and make a ruling thereon.

Section 18.7 . Promotional Appointment. Promotions shall be made from each eligibility list by promoting one of the top three (3) scoring individuals on the list.

Section 18.8 . Eligibility Lists. The term of each eligibility list shall be fixed by the Commission for a period of one (1) year, unless the list is exhausted prior to the expiration of the one (1) year period or if the list contains less than three (3) candidates. The list shall not be extended beyond the one (1) year period.

The City agrees to schedule examinations upon notice of a vacancy in the position of sergeant or

lieutenant.

ARTICLE 19
MISCELLANEOUS PROVISIONS

Section 19.1. Contract Copies. Following the signing of this Contract, the Lodge shall have printed sufficient copies of this Contract for the City, the Lodge, and members. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.

Section 19.2. Personal Mail. Mail which is addressed to an individual member shall not be opened intentionally by anyone other than the individual to whom it is addressed, unless the individual member has specifically provided written authorization to the contrary, or unless security requires, in which case the Hazardous Materials Unit will respond.

Section 19.3. Duty Hand Gun. Members who retire under honorable conditions, may be allowed to purchase their duty hand gun (service weapon) for $1.00.

Section 19.4 Annual Physical Examination. To foster a member's health and well-being, each member is encouraged to undergo an annual physical examination ("APE"). A member may visit a health care provider of his or her own choosing for the APE.

Upon physician certification of minimal mandated APE tests of the member to the Office of the City Auditor, and upon the City's confirmation from the Third Party Administrator for the City's health insurance plan that the member has undergone his or her APE, the member shall be paid $350.00. The City's health insurance plan shall pay for the costs of the member's APE.
No member shall be required to share the result of the APE with the City.

Section 19.5. Fitness For Duty Examination. Medical examinations, both physical and psychological, may be required by the Chief when individual situations raise a concern as to an individual member's ability to perform the essential duties of his or her position or assignment. The City shall bear responsibility for the costs of such medical examination. A member's refusal to submit to such medical examination upon order of the Chief shall constitute insubordination and will be grounds for discipline, including removal. If a member after such medical examination is unable to perform the essential duties of his or her position or assignment, the member may be moved to another position or assignment, placed on light duty, or placed upon appropriate paid or unpaid leave. All actions taken under this Section shall be in accordance with applicable provisions of the Americans With Disabilities Act.

Section 19.6 Seniority Definitions. Existing Seniority: The seniority list established as of January 1, 2021 is attached as Side Letter #1 of this Agreement. This is list shall not be altered by any the provisions herein.

A. Police Officer: The seniority date for a member below the rank of Police Sergeant, including the Officers acting as OICs, shall be the date of the member’s employment as a Police Officer with the Division. If Members have the same seniority date, then seniority will be determined by each member’s ranking score on the civil service exam with the highest-ranking score having the most seniority. For Members hired after January 1,

2021, if members have the same hire date, then seniority will be determined based on the last four numbers of the member's social security number with the higher number being most senior.

B. Sergeants and Lieutenants: The seniority date for a member in the rank of Sergeant or above shall be the date of the member's promotion to the member's current rank. If the members have the same seniority date, then seniority will be determined by each member's ranking score on the promotional exam with the highest-ranking score having the most seniority.

A member shall not lose seniority unless there is a break in continuous service, defined as: discharge (with no subsequent reinstatement), retirement, disability retirement (subject to state law), resignation accepted by the Division, expiration of the recall layoff period, failure to return from an unpaid leave of absence, or death.

ARTICLE 20
WAGES

Section 20.1. Pay Plan. The following straight-time wages shall be paid to members, by rank:

EFFECTIVE JANUARY 1, 2024 an increase of 3%.

POLICE OFFICER

STEPS	A	B	C	D	E
HOURLY	35.80	46.33	48.95	50.91	52.55
ANNUAL	74,469.82	96,386.58	101,816.00	105,898.83	109,305.25

EFFECTIVE JANUARY 1, 2025 an increase of 2%.

POLICE OFFICER

STEPS	A	B	C	D	E
HOURLY	36.52	47.26	49.93	51.93	53.60
ANNUAL	75,961.60	98,300.80	103,854.40	108,014.40	111,488.00

EFFECTIVE JULY 1, 2025 an increase of 3%.

POLICE OFFICER

STEPS	A	B	C	D	E
HOURLY	37.62	48.68	51.43	53.49	55.21
ANNUAL	78,249.60	101,254.40	106,974.40	111,259.20	114,836.80

POLICE OFFICER TO SERGEANT
EFFECTIVE JANUARY 1, 2024 an increase of 15.3%.

		Eff 1/1/2025 (2%)	Eff 7/1/2025 (3%)
HOURLY	58.83	60.01	61.81
ANNUAL	122,358.20	124,820.80	128,564.80

SERGEANT

		Eff. 1/1/2025 (2%)	Eff 7/1/2025 (3%)
HOURLY	60.59	61.80	63.65
ANNUAL	126,027.51	128,544.00	132,392.00

SERGEANT TO LIEUTENANT
EFFECTIVE JANUARY 1, 2024 an increase of 9%.

		Eff. 1/1/2025 (2%)	Eff. 7/1/2025 (3%)
HOURLY	66.04	67.36	69.38
ANNUAL	137,369.65	140,108.80	144,310.40

Rank Differential: The wage rates set forth in this Section represent and maintain the following rank differential percentages.

Police Officer to Sergeant	15.3%
Sergeant to Lieutenant	9.0% add a new box above sgt

Section 20.2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan set forth in Section 20.1:

A. Police Officer. The "A" Step shall be the hire rate for Police Officer. A member shall be advanced by the City to the "B" Step effective on the anniversary of the member's completion of one (1) year of service. Thereafter, advancement to Step "C", "D" and "E" shall occur by completion of succeeding years of service, such that a member shall be placed in "E" Step after completion of four (4) years of service. Step advancement shall be automatic from year to year, unless the Safety Director delays any step advancement for no more than a one (1) year period due to unsatisfactory service on the part of the member. Should any Step advancement be delayed, the member has the right to appeal the Safety Director's decision by filing a grievance directly with the Mayor at Step 4 of the Grievance Procedure within ten (10) days of the member's receipt of the Safety Director's decision.

B. Sergeant. When a member is promoted to the rank of Sergeant , the pay rate shall be Step "A" of the rate provided for such rank.

Section 20.3. Application of Pay Rates. The rates of pay set forth in Section 20.1 are based on full-time employment of forty (40) hours in a work week and shall be used to calculate wages in paid status.

Section 20.4. Pay Period. All members shall be paid on a bi-weekly basis (or pay period) on alternating Fridays. The pay period shall consist of fourteen (14) consecutive calendar days (two (2) consecutive regular workweeks).

Section 20.5. Shift Differential. A member shall receive shift differential pay for any hours which he or she actually works between 3:00 p.m. and 7:00 a.m. A member who is regularly assigned to second or third shift, shall receive shift differential applicable to the member's regularly assigned hours for paid leave, including injury leave, sick leave, vacation leave, and personal leave. No shift differential shall be paid for compensatory time. This shift differential shall be paid in the amount of $1.05.

Section 20.6. Wage Reopener. On or about October 1, 2025, either party may reopen the agreement for the sole purpose of negotiating wage rates for 2026. The reopener negotiations shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board. The reopener negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE 21
ANNUAL SERVICE CREDIT PAY

Section 21.1. Service Credit Pay. Effective January 1,2010, members shall receive service credit pay after the completion of five (5) years in the amount of $700.00. Service credit pay shall increase $50.00 per year through the 25th year. Maximum service credit pay per member shall be $1,700.00.

Section 21.2. Administration of Annual Service Credit Pay Plan. A member's completed years of full-time service with the City shall be used to compute annual service credit payment. Service credit pay shall be computed to include credit for completed service as of December 31 of each calendar year. Annual service credit shall be paid on December 5, or the first workday following December 5 if December 5 falls on a weekend or upon a member's option the untaxed amount shall be directed to the member's HSA account and credited in January of the following year. Upon a member's resignation, death, or retirement, either voluntary or by disability, annual service credit pay shall be paid the member on a pro-rated share based upon the number of months worked during the final year of employment. Further, should a member be killed in the line of duty, full annual service credit pay shall be made to the member's spouse or, secondarily, to the estate of the deceased member.

ARTICLE 22
HOURS OF WORK AND OVERTIME

Section 22.1. Workday/Workweek. The workweek shall consist of forty (40) hours based on five (5) eight (8) hour workdays and two (2) consecutive days off or four (4) consecutive ten (10) hour workdays and three (3) consecutive days off. The workweek shall be defined as to begin Sunday with the commencement of the first shift and conclude Saturday, upon completion of the third shift. A member may voluntary request to waive the mandated two (2) or three (3) consecutive days off during a workweek, with supervisory approval. When a member has Saturday and Sunday as scheduled consecutive days off, Sunday shall be considered to be the first day off and Saturday is considered to be the second day off.

Members working a four (4) day, ten (10) hour workweek may be required to convent to a five (5) day, eight (8) workweek for special assignments such as outside schools, in-service training of forty (40) hours per week, etc.

Section 22.2. Paid Status. For purposes of this Contract, "paid status" shall include hours of actual work as well as all hours of approved paid leave, including holiday, personal, vacation, injury, military, compensatory, funeral and sick leave.

Section 22.3. Overtime. All hours worked in addition to those scheduled to be worked during a workday or workweek shall be compensated, at the overtime rate of one and one-half (1 ½) times the member's regular rate of pay, except as otherwise specifically provided. The overtime computation shall be applied to all hours in paid status. Overtime pay shall be included in the compensation for the affected pay period. A member's regular rate of pay for purposes of computation of overtime shall be calculated to include, as applicable, the following:

A. Straight time hourly rate of pay;

B. Shift differential hourly rate of pay;

C. Temporary work assignment hourly rate of pay differential;

D. Annual service credit in the manner described here: the annual service credit amount will be divided by 2080 to determine an hourly amount. That hourly amount will be multiplied by .5 and then multiplied by the number of overtime hours worked in excess of 40 hours in paid status in each workweek for the year; and

E. Personal Leave Buy Back

Overtime computed pursuant to Paragraphs (A), (B), and (C) of this Section shall be paid on a pay period basis and shall be included in the compensation for the pay period which includes the last day of the pay period. A separate lump sum check for payments due under (D) and (E) on an annual basis shall be issued to members by January 31 of the following year.

If a member requests vacation leave or personal leave which causes overtime on the member's assigned shift at the time the request is approved, the member may not voluntarily work overtime on the shifts immediately before or after the member's assigned shift, but the member may adjust his or her shift to work the overtime. This restriction does not apply to call-in, court or mandated overtime situations.

Overtime shall be awarded in a consistent manner as outlined in written policy, which shall be implemented within sixty (60) days of the execution of this Agreement. The Lodge shall be notified of any new or change in overtime policy thirty (30) days prior to implementation.

Section 22.4 Annual Vacation. Annual Vacation Leave is determined by the process in which members select annual vacation on the basis of seniority and that is scheduled within each unit/shift, through the use of the timekeeping software, which shall specify which days are available. Any week members request during the vacation leave bid process may include a combination of accrued vacation and personal time. A member is allowed to request any two weeks of time off (in one week increments) by seniority on a rotating process from most senior to least senior for two rotations each.

Section 22.5. Call-In Pay. A member directed to work any portion of a tour of duty that is not continuous with his/her regularly scheduled tour of duty shall be compensated for a minimum of three (3) hours of work at the overtime rate. When a member is directed to work any portion of a tour of duty on his or her regularly scheduled second day off he or she shall be compensated for a minimum of three (3) hours of work at two (2) times the member's regular rate of pay. Members who are regularly scheduled to work four (4) ten (10) hour workdays with three consecutive days off shall be compensated for a minimum of three (3) hours of work at the overtime rate of one and one-half (1 ½) times the member's rate of pay for their first and third days off and two (2) times the member's rate of pay for their second day off. Members, who voluntarily agree to work on their second day off, shall be compensated at one-half (1 ½) times the member's rate of pay.

Section 22.6. Court Appearance Pay. A member required to appear in court during his or her off-duty hours shall receive a minimum of three (3) hours overtime for the court appearance. If the member is required to appear in court on his or her second consecutive day off, the member shall be paid at a double-time overtime rate.

A. The following provisions shall apply to members scheduled to appear in court other than during regularly scheduled working hours. A member who receives a subpoena or subpoenas requiring a court appearance either in the time period before noon or in the time period after noon on scheduled time off and is canceled shall be paid or credited for two (2) hours at the member's straight-time rate for either of the above time periods. It shall be incumbent upon the member to call for confirmation.

Section 22.7. Compensatory Time. A member who is entitled to overtime payment may elect, at such time as the overtime is earned, to take equivalent compensatory time off, in lieu of cash payment, at a later occasion. The taking of the compensatory time off must be scheduled through, and approved by, the supervisor. Members may accumulate and use up to a maximum of one hundred and sixty (160) hours of compensatory time annually. Any compensatory time carried over from a previous calendar year counts toward the one hundred and sixty (160) hour annual maximum. Upon resignation or termination for any reason, all accumulated compensatory time shall be paid to the member at the rate of compensation paid to the member at the time of resignation or separation. Should a member die, such payout shall be made to his or her spouse, or, secondarily, to the member's estate.

Compensatory time shall be subject to being used as other casual leave, except under the

following circumstances:

A. A Sergeant or Lieutenant working a patrol shift may request and be granted compensatory time which causes overtime provided that the other assigned Sergeant on the patrol shift is on a regularly scheduled day off, in a school, working on temporary work assignment, or off on regular vacation leave, or otherwise where approved by the Chief.

B. A Police Officer working patrol ("Patrol Officer") may request and be granted compensatory time that causes overtime to go one (1) Patrol Officer below a four (4) Patrol Officer scheduled minimum if shift staffing levels drop below eight (8) scheduled working Patrol Officers. Scheduled working Patrol Officers are defined as those assigned to a shift who are not on injury leave, on a temporary work assignment, or in school.

If (A) or (B) as described above apply, the following provisions also govern compensatory time use:

1. A member may only receive compensatory time off if a volunteer agrees to work the posted overtime at a pay rate of time and one and one-half (1 ½), even where the volunteer is on his or her second day off.

2. A member may not utilize compensatory time on a holiday.
3. If a member uses compensatory time which causes overtime on the member's assigned shift, the member may not voluntarily work overtime for the shifts immediately before or immediately after his or her assigned shift in which the overtime was caused, but the member may adjust his or her hours of work with supervisory approval. This restriction does not apply to call-in, court, or forced overtime situations. In any of these instances, a member may still take compensatory time on his or her assigned shift that does not cause overtime and work any voluntary overtime prior to or after his or her assigned shift.

A member who has accrued but unused compensatory time in excess of forty (40) hours as of the last day of the second pay period in December of each calendar year shall have these hours paid out. A member may voluntarily be paid out for any additional hours which would take his or her compensatory time bank to less than forty (40) hours. All compensatory time paid out will be at the member's rate of pay in effect on the last day of the second pay period in December. Such payment(s) shall be made by January 31 of the following year, provided that a member notifies the Auditor's Office by January 15 of the following year as to any hours below 40 for which the member requests payment. In addition, members may request a payout of compensatory time at any other time during the year. Such payouts will be made within thirty (30) days of the request.

Section 22.8 Substitution (Trading) of Time. If a member, with the approval of the Chief, or designee, and solely at the member's option, agrees to substitute during scheduled work hours for another member, the hours the member works as a substitute shall be excluded in the calculation of hours in the same rank for which a member is entitled overtime. The substituted hours must be worked by both members in the same pay period. The Division is permitted, but not required, to keep

a record of the hours of substituted work.

Section 22.9 Detective On-Call Compensation. When a Detective is placed in an on-call status, the on-call Detective shall receive one (1) hour straight time pay for each calendar day he or she is on call, unless the member is called in on overtime to perform Detective duties or receives court appearance pay for a required court appearance that calendar day.

Section 22.10 K-9 Handler Compensation. This section applies when the dog is in the control and care of the canine officer. A canine officer will be scheduled to work a regular shift of seven (7) hours per day or nine (9) hours per day if working a schedule of four (4), ten (10) work days per week as defined in section 22.1. The canine officer shall also be paid one (1) hour for each day for the care and feeding of the dog. On the canine officer's days off, the canine officer shall be paid one (1) hour of straight time for the care and feeding of the dog but only on the days when the dog is in the actual care of the canine officer.

Section 22.11 Lieutenant/Sergeant and Patrol Officer Casual Time Requests. When a Lieutenant/Sergeant request casual time off, it shall be approved except dates designated for the Fourth of July holiday festivities and the Food Truck Festival, and if no other supervisor is working that patrol shift the vacancy will be filled by the following procedure;

1. A patrolman will be assigned the role as Officer-In-Charge (OIC) to cover the Lieutenant/ Sergeant's absence as long as the remaining patrolman assigned to the shift meet the minimum manpower for the patrol shift.

2. The vacancy shall be posted and preference given to Lieutenant/ Sergeants who apply to fill the vacancy by overtime work.

3. The preference to fill the vacancy by overtime shall be given to Police Officers serving as Officers-In-Charge (OIC) who are not working the shift the Lieutenant/ Sergeant is absence from.

4. If no other Lieutenant/ Sergeant or Officer-In-Charge (OIC) voluntarily applies to work the vacancy by overtime work, the Lieutenant/ Sergeant or OIC assigned to the shift which proceeds the vacancy shall be required to hold over four (4) hours, and the Lieutenant/ Sergeant or OIC assigned to the shift which follows the vacancy shall be called in four (4) hours early. The hold-over and call-in shall assure coverage of the shift on which the Lieutenant/ Sergeant is absent.

If an Officer-In-Charge has been assigned to fill a vacancy on a shift without a supervisor working the patrol officers working that affected shift shall not be denied casual time off due the Lieutenant/ Sergeant's absence as long as the following apply;

1. The Patrol Officer submits the casual leave request more than seven (7) days prior to the effect date of the Sergeant's absence.

2. There is a Lieutenant/ Sergeant or OIC working before and after the effect shift that can cover the vacancy as outlined under #4 of this Section.

ARTICLE 23

ASSIGNMENTS

Section 23.1 Patrol Shift Assignments. An assignment is defined as the hours of work and days off that apply to the assignment.

A. Filling of Patrol Assignments:

By November 1 of each year, the Chief shall post, on the bulletin board all patrol shifts and days off assignments that will be utilized for the next year beginning the first Sunday in January. The member with the highest seniority shall have first choice of the patrol shift assignments. This process will continue in order of highest in seniority to lowest in seniority, until all members have selected a patrol shift assignment. Once all members have selected their assignment choice, the bidding process will be completed and no changes or rebids will be accepted.

B. Vacancy in Permanent Patrol Assignments:

Whenever a vacancy occurs in a permanent shift assignment, that assignment is to be filled on a requested basis; however the Chief is not required to fill a vacant position. If the Chief decides to fill the vacancy, the vacancy will be filled with the most senior officer who applies for the vacancy. Members will have an opportunity to electronically enter transfer requests at any time of the year. Five (5) days prior to filling any vacant positions, notice will be provided to the membership to ensure their transfer requests are up to date. After the waiting period, any open vacancies may be filled from the electronic list. In the event no eligible member applies for the assignment, the Chief can direct a member to fill the vacancy based on reverse seniority.

C. Temporary Shift Assignments:

Temporary assignments may be made by the Chief of Police to ensure the needs, interests, efficient or effective operation of the Police Department or to ensure the safety of the members or the public. At the conclusion of a temporary assignment, members will return to their permanent assignments. Temporary assignments shall be considered assignments lasting not more than forty-five (45) days.

Requests for temporary transfer due to hardship or safety may be granted, administratively, at the discretion of the Chief of Police.

D. Administrative Assignment Changes:

Administrative changes in a member's shift assignment may be made by the Chief of Police to ensure the needs, interests, efficient or effective operations of the Division of Police or to ensure the safety of the member or the public. Any member who is affected by an administrative change of assignment shall be entitled to a detailed written explanation, upon request from the Chief of Police, of the reasons for such change. When an administrative change of assignment is made, the City shall notify the Lodge. The member(s) whose shift assignment is affected by another member's administrative change shall have their change of assignment made by volunteer first then by reverse seniority, with the less senior member of the affected shift being changed.

Section 23.2 Specialized Assignments

A specialized assignment is any assignment that permanently removes the officer from a patrol assignment as defined in section 23.1 of this Article. For purposes of this Article, permanent means at least one (1) year. The Chief shall post the assignment opening for ten (10) calendar days and shall allow any interested member of the same rank in which the vacancy occurs to apply within the posting period. The Chief may provide notice on the posting of any specialized training and/or technical skills which will be required for the assignment once the assignment is filled. Skill, ability, experience, work record and seniority shall be part of the criteria considered for selection of an applicant to fill the assignment. An applicant must have a minimum of three (3) years of continuous service after completion of his or her FTO period or three (3) years in a sworn law enforcement or comparable professional experience related to the specialized assignment in order to receive consideration. Where a member is not selected from the interested applicants within forty-five (45) days after close of the posting, the assignment shall be reposted if the Chief intends to fill the vacancy.

A special skills position is defined as any position where special training or job knowledge is required. A special skills position does not remove the member from their full time assignment but is used to enhance that assignment or assist in the overall mission of the police department. Members will have an opportunity to express interest in a special skills position prior to it being filled, and a competitive selection process will be used. An applicant for a special skills position must have a minimum of three (3) years of continuous service after completion of his or her FTO period or three (3) years in a sworn law enforcement or comparable professional experience related to the specialized skill in order to receive consideration. If no applicant has the required three (3) years of service, remaining applicants may be considered for the assignment. The most qualified candidate will be selected.

Section 23.3. Temporary Supervisory Assignment. When a member is required to perform the duties of a Supervisor (rank of Sergeant or above) for one (1) or more continuous hours, the member shall be compensated at the wage rate for the higher rank for the hour(s) during which he or she performed such duties.

Section 23.4. Field Training Officer. A Police Officer who serves as a Field Training Officer ("FTO") for member(s) shall receive payment of one (1) hour straight time pay for each eight (8) hour training day, except that an officer whose shift is changed in order to serve as an FTO shall receive two (2) hours straight time pay for each eight (8) hour training day.

ARTICLE 24
RATES OF PAY FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 24.1. Return to Duty. Whenever a member is re-appointed or re-employed, his or her rate of pay may, at the discretion of the Safety Director, be paid at any Step in the rank not to exceed the Step the member was receiving at the time of his or her separation.

Section 24.2. Return from Military Service. Any member who leaves or who has left the City service to enter the active service of the Armed Forces of the United States and who subsequently is reinstated to a position previously held shall be entitled to receive compensation at the Step rate to which the member would have been entitled had his or her service with the City not been interrupted by service in the Armed Forces.

Section 24.3. Demotion. Whenever a member is demoted from one rank to another for a disciplinary or voluntary reason, his or her rate of pay shall be the rate for the lower rank or, where applicable, at the top Step in the lower pay grade; or if demoted within a rank for disciplinary reasons, at the Step which he or she previously achieved prior to the demotion.

Section 24.4. Recall from Layoff. A member who is recalled from layoff shall be reinstated at the Step which the member would have received had the layoff not occurred and he or she shall advance therefrom suffering no loss of seniority or break in service for the time during which he or she was laid off.

Section 24.5. Reinstatement from Authorized Leave. Time spent on authorized leave, including suspension, whether paid or unpaid, shall not constitute a break in service or result in a loss of seniority.

ARTICLE 25
HOLIDAYS & PERSONAL LEAVE TIME

Section 25.1. Holidays. The following days are declared to be holidays which will be observed by members:

First day of January (New Year's Day)
Third Monday in January (Martin Luther King Day)
Last Monday in May (Memorial Day)
Juneteenth (19th day of June)
Fourth day of July (Independence Day)
First Monday in September (Labor Day)
Eleven day of November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Day following Thanksgiving Day
Twenty-fifth day of December (Christmas Day)

Section 25.2. Special Holidays. In addition to the above, any day declared by the Mayor as a special holiday shall be observed as a holiday.

Section 25.3. Personal Leave / Holiday Bank. Effective January 1, 2019, members shall be entitled to one hundred twenty (120) hours of personal/Holiday leave. The personal/Holiday leave shall be taken at the member's discretion, when scheduling permits. The personal/Holiday leave must be used within the calendar year of origination. Personal/Holiday Leave not used within the calendar year of origination shall not be accumulated to the following year, but a member who has not used all of his or her personal/Holiday leave in a calendar year may exercise an option to receive payment for up to sixteen (16) hours of accrued unused personal/Holiday leave at the rate of pay in effect on December 31 of the calendar year in which the leave is accrued but unused. Newly hired Police Officers shall be entitled in the calendar year of hire to eight (8) hours of personal leave for each full quarter of service. Newly hired Police Officers shall be entitled any remaining holidays for

the year credited to their leave bank after they have successfully completed their final phase of field training (FT). Upon separation from the City service through retirement, layoff or termination the member shall reimburse the City for any remaining Holiday hours that have not occurred for the year at time of separation and the member is not entitled for said holiday hours.

Section 25.4. Holiday Leave. For each holiday mentioned in Section 25.1 or 25.2 observed on a member's workday, the member at their request may be excused from work on such day, schedule permitting and will not receive Holiday pay. The member will be charged eight (8) hours or ten (10) hours of personal/Holiday time for each holiday he or she request and is granted the day off.

Section 25.5. Holiday Pay. When a member works on a day celebrated as a holiday, the member shall be compensated at the rate of time and one-half (1½) for the first eight (8) hours worked and for time worked in excess of eight (8) hours the member shall be compensated at the rate of double time (2x) his or her regular hourly rate. When a member is called to duty on a holiday, which is also the member's day off, the member shall be compensated at the rate of double time (2x) for the first eight hours worked, and for time worked in excess of eight (8) hours the member shall be compensated at the rate of double time and one half (2½).

ARTICLE 26
VACATION LEAVE

Section 26.1. Eligibility and Vacation Leave Accrual. All members will commence earning vacation credit upon employment in accordance with the schedule in this Section; however, no vacation time may be used until a member has completed a minimum of six (6) months' employment with the City.

Effective January 1, 2009, the vacation leave accrual schedule shall be:

YEARS OF SERVICE	VACATION HOURS EARNED PER HOUR WORK	ANNUAL HOURS	VACATION DAYS
1-3	.04231	88	11
4-7	.05385	112	14
8-11	.06923	144	18
12-15	.07692	160	20
16-19	.0923	192	24
20+	0.1076	224	28

The provisions of Section 9.44 of the Ohio Revised Code, as well as years of full-time service with the City, shall be utilized in computing vacation years of service eligibility. A member's vacation year is based on his or her anniversary date of hire with the City and extends from anniversary date to anniversary date. All vacation time must be requested by the member and approved by the Chief or designee.

Section 26.2. Conditions for Use.

A. A recognized holiday falling within the vacation leave period shall not be considered as a vacation day for computation of the leave period. An extra day of vacation leave may be taken either the day prior to, or the day following the vacation leave.

B. When a member becomes deceased while in paid status, any unpaid vacation leave to the member's credit shall be paid to the surviving spouse or secondarily, to the estate of the deceased, unless the member has designated in writing another individual to receive this payment.

C. A member who is about to be separated from the service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his or her credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his or her last day of active service with the City.

D. A member who resigns without giving at least ten (10) calendar days prior written notice shall forfeit any unused vacation leave to his or her credit, or pay in lieu thereof, on the date of resignation, at the discretion of the Safety Director or designee.

E. Any member who has completed at least six (6) months service will be entitled to vacation pay for all unused vacation upon termination of employment with the City. Vacation entitlement for less than a complete year's service will be based on the schedule provided in Section 27.1.

F. Accrued vacation may be used at any time after completion of six months service and with the approval of the Chief or designee.

G. Members are entitled to take vacations in any multiples of one (1) or more hours.

Section 26.3. Vacation Carry-Over. A member may accumulate and carry over from year-to-year a maximum of nine hundred (900) hours of accumulated but unused vacation leave at any one time. Any vacation balance in excess of nine hundred (900) hours as of December 31 of a calendar year shall be forfeited. Members may not take more than one continuous six (6) weeks (240) hours vacation in any three (3) year period.

ARTICLE 27
SICK LEAVE

Section 27.1. Accrual. All members shall accumulate sick leave credit with pay at the rate of .06250 hours per hour. Overtime hours worked shall not be used in computing sick leave credit. All sick leave shall continue to be cumulative.

Section 27.2. Use. Sick leave with pay may be granted upon approval of the Safety Director, or designee, only for the following reasons:

A. Sickness of the member;

B. Injury to the member;

C. Medical, dental or optical consultation or treatment of the member or a member of the member's immediate family;

D. Sickness of a member of the member's immediate family requiring the presence of the member. The City may require a certificate of the attending physician before authorizing the paying of any member under this paragraph.

E. Quarantine because of contagious disease. The Chief may require a certificate of the attending physician before paying any member under this paragraph.

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

G. When a member is absent because of illness on the workday before and/or workday after a full holiday, and the holiday is celebrated on a regularly scheduled workday, the member shall be charged an additional four (4) hours sick leave, unless he or she works the holiday.

Section 27.3. Verification. The City may require evidence as to the adequacy of the reasons for any member's absence during the time for which sick leave is requested.

Section 27.4. Conditions for Use.

A. Sick leave with pay shall be charged at the rate of one (1) hour for each hour of regularly scheduled work for which a member is absent, when sick leave is charged to such absence under the provisions of this Article.

B. No sick leave with pay shall be credited or allowed except that accredited for services as an employee of the City.

C. Eligibility to use sick leave shall not begin until after the first calendar month of service with the City. No unearned sick leave may be granted to any member.

Section 27.5. Immediate Family. For purposes of this Contract, immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, son, daughter, step-son, step-daughter, step-mother, step-father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, half-brother, half-sister and persons who stand in loco parentis.

Section 27.6. Separation Sick Leave Conversion. Except as provided in Section 28.7, a member who is about to be separated from the City service through retirement, or layoff, shall be paid in lump sum one (1) hour for each four (4) hours of unused sick leave for a total accumulations not to exceed one thousand nine hundred and twenty (1920) hours, and one (1) hour pay for each three (3) hours of unused sick leave for all accumulations in excess of one thousand nine hundred and twenty (1920)

hours. When a member becomes deceased in the status of City employment, compensation for any such unused sick leave to his or her credit shall be paid in lump sum to the surviving spouse, or secondarily, to the estate of the deceased at the rates provided in this Section. Should a member become deceased in the line of duty, the City shall pay to his or her surviving spouse or, secondarily, to the estate of the deceased a lump sum payment equal to the member's total accrued but unused sick leave.

Section 27.7 Annual Sick Leave Conversion. Each calendar year, a member may convert up to sixteen (16) hours of accrued but unused sick leave to vacation leave or to pay. A member may convert up to an additional twenty-four (24) hours of accrued but unused sick leave to vacation leave, or to pay or the untaxed amount directed to a member's HSA account provided that a member retains a balance of at least 300 hours of sick leave as of December 31 of the calendar year. A member must give notification to convert hours to the Auditor's Office by January 15 of the following year, with payment to be made by January 31 of the following year.

ARTICLE 28
INJURY LEAVE

Section 28.1. Injury Leave. A member shall be allowed injury leave with pay, less any Workers' Compensation wage benefits which he or she may be paid, for each service connected injury which has been determined by the member's physician to have so disabled such member that the duties of his or her regular assignment or a transitional light duty assignment cannot be performed. Injury leave with pay shall be granted only for injuries or other disabilities arising out of the actual performance of the duties of a member's position. The City has the right to require certification of injury of disability by a physician assigned by the City as well as documentation of medical treatment and/or appointments.

Section 28.2. Injury Leave Duration. A member shall be granted up to 1040 hours of injury leave for each service connected injury. In cases where more than 1040 hours of injury leave is required, the Safety Director, upon the recommendation of the Chief of Police, may extend the injury leave time up to an additional 1040 hours. Injury leave shall not exceed a total of 2080 hours for each service connected injury nor shall such injury leave extend beyond twenty-four (24) months from the date of injury.

Section 28.3. Injury Leave Administration and Limitations. The member shall follow the City's procedures for reporting all service related injuries. While on injury leave a member shall not engage in any activities inconsistent with any restrictions which gave rise to the injury leave and prevent the member from working.

Time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments by a medical provider resulting from this service-connected injury may be charged injury leave consistent with the provisions of this Article. To the extent possible, a member will coordinate his or her appointment(s) or treatments at such time as to minimize disruption to Division operations.

Section 28.4. Use of Other Paid Leaves. In the event a member who is entitled to injury leave uses up all his or her injury leave time and is still unable to return to active duty, the member may, with the approval of the Safety Director, or designee, use any unused sick leave, compensatory time and vacation time to which he or she is otherwise entitled.

Section 28.5. Light Duty Assignment/Transitional Work. A member with a service-connected injury shall be permitted to work a transitional or light duty assignment, where such work is consistent with applicable medical restrictions determined by the member's physician, if there is an availability of transitional and/or light duty assignment(s). The City does not guarantee the availability or duration of a transitional or light duty assignment.

A member with a service-connected injury, and who has subsequently been granted injury leave under this Article, may be required to work transitional or light duty, where such work is consistent with applicable medical restrictions determined by the member's physician.

Light duty assignments are temporary arrangements intended to complement and facilitate the healing process, and to transition the employee back to a regular assignment. Light duty assignments following service-connected injuries cannot exceed ninety (90) calendar days annually without approval from the Chief of Police and Director of Human Resources based on a thorough analysis of the specific situation.

If an employee with a service-connected injury has a permanent restriction that prevents him or her from performing the essential functions of his or her regular assignment, the City is not obligated to offer the employee a light duty assignment.

ARTICLE 29
SPECIAL LEAVES

Section 29.1. Funeral Leave. Each member shall be entitled to paid leave up to forty (40) hours for a funeral service and/or interment of a member of his or her immediate family as defined in Section 28.5 or eight (8) hours of funeral leave for a funeral service and/or internment of a member's aunt, uncle, niece or nephew. The hours of leave to be given for a funeral shall be those days immediately after death and before the funeral service or interment plus eight (8) hours thereafter, except when the death is that of a member's spouse or child, the member may take an additional forty (40) hours after interment, not to exceed eighty (80) hours.

Section 29.2. Military Training Leave. Members who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, or the U.S. Marine Corps Reserves, or the U.S. Coast Guard Reserves or the U.S. Naval Reserves, shall be granted military leave of absence with pay, for the performance of duty in the uniformed services, for a period 176 hours or 22 eight (8) hour work days during each calendar year. For periods from 177 hours not to exceed 256 hours, the employee is entitled to the lesser of the following:

1. The difference between the permanent public employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month; or

2. Five hundred dollars ($500.00)

The hours taken off work for military duty for the period from 177 hours to 256 hours shall be considered an excused absence. The member may use his or her casual leave time to receive full pay, while on military duty.

Section 29.3. Jury Duty Leave. A member while serving upon a jury in any court of record shall be paid his or her regular wages for the period of time so served. The compensation for services as a juror shall be turned over to the City, less any parking expenses incurred by the member while serving as a juror.

Section 29.4. Unpaid Leave of Absence. A leave of absence may be granted up to sixty (60) calendar days without pay by the Safety Director, upon written request of a member. In the event of a leave of absence, the member will return to his or her duty on the designated day, or the member shall forfeit his or her employment and sick leave rights.

ARTICLE 30
INSURANCE

Section 30.1. Hospitalization, Surgical, Major Medical.

Effective January 1, 2019 the insurance terms set out below shall apply:

The City shall provide all Bargaining Unit Members with health insurance benefits (including medical, (comprehensive hospitalization, surgical, major medical, physician service coverage), prescription drug, vision, and dental), under the group insurance and benefits plans generally provided to the employees of the City, on the same terms and conditions, and at the same rate on which those benefits are generally provided to employees of the City other than those covered by other labor contracts, except as set forth herein in Article 30.

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts. The member may visit a health care provider of his or her choosing for any coverage set forth Article 30 provided the medical provider accepts medical insurance.

Section 30.2. Vision Care Plan. The City will maintain a vision care plan for all members with the City paying all premiums for single and family plan coverage.

Section 30.3. Dental Care Plan. The City will maintain dental coverage for all members with the City paying all premiums for single and family plan coverage.

Section 30.4. Changes to Insurance Plans. If the City decides to change the insurance benefits consistent with Section 30.1 above, they will inform the Union at least 60 days prior to the effective date of the new benefits or changes. The City and Lodge recognize the benefit of an exchange of

ideas and information regarding employee insurance and as such insurance issues are a proper subject for labor relations meetings.

Section 30.5. Maximum Member Contributions. Notwithstanding above Sections, the member's monthly "premium share" of the medical insurance premiums (as measured by the COBRA rate then in effect) shall not exceed each member paying 15% of the medical health insurances premiums.

Section. 30.6 Life Insurance. The City will maintain life insurance for each member in the amount of $100,000 with the City paying all premiums. This coverage shall be doubled when a member is killed in the line of duty. In addition, the City will make available additional insurance for members who choose to purchase through payroll deduction.

Section 30.7 Professional Liability Insurance. The City will pay premiums and keep in force the current amount of Professional Liability Insurance.

Section 30.8 HSA Contributions. For the years 2022 and 2023, the parties agree that the City will make the designated contributions to each Member's Health Saving Account (HSA) as part of the City's high deductible health insurance plan in the first week of January in each calendar year.

If a Member is no longer enrolled and participating in the high deductible health insurance plan by reason of separation from employment or as a result of a Member's election not to participate in the City health insurance plan coverage, the Member shall pay the City an amount equal to the prorated amount of the City's HSA contribution, based upon the number of full months remaining in the calendar year. The City is authorized to collect the above payment through payroll deduction from Member's wages, year-end or terminal pays.

ARTICLE 31
UNIFORMS

Section 31.1. Uniform Issue and Allowance. Uniform and equipment items, as set forth in this Section, shall be provided by the City to each Police Officer upon initial hire. In addition, each member who serves in a uniformed assignment shall receive an annual uniform allowance allocation in the amount of $1,000.00, effective January 1, 2006. A member regularly assigned to a non-uniform assignment shall receive an annual uniform allocation in the amount of $400.00 as and for maintenance of his or her uniform and equipment. Uniform replacement parts will be issued from these funds to officers in uniformed assignments and charged to the individual member's account. Items that are considered chargeable are listed in Section 31.5.

Non-uniform members are those members expected to wear business attire and/or work undercover in their daily work responsibilities.

Any member who purchases uniforms and/or equipment from his or her annual uniform allowance allocation within six (6) months prior to his or her resignation or retirement (excluding resignation to begin receipt of disability benefits) must, unless waived by the Chief or designee, reimburse the City for the cost of said uniforms and/or, at the member's election, reimburse the City for the cost of said equipment or return said equipment to the City.

All uniform parts issued by the Division of Police have been carefully selected and approved by the Chief of Police and are considered "standard issue". Members may not deviate from standard issue and all authorized uniforms must be obtained through the Division's initial issue procedure. Exceptions from this initial issue must be approved in advance by the Chief of Police. Certain item(s) may become unavailable and in that case, the City reserves the right to substitute the item(s) with like or similar item(s) in the initial issue list. The Chief of Police, with approval of the Safety Director, may amend the initial issue as necessary to accommodate new materials and advancements in technology. The elimination of any initial issue list or Allowance lists will only occur by agreement between the City and the Lodge.

Initial issue items are items that are purchased by the City upon initial hire, or upon promotion. The Chief, at his/her discretion, may add "initial issue" equipment and/or uniforms to members assigned to a specialized unit.

Section 31.2. Replacement of Damaged Uniform Part:

Any uniform part damaged in the performance of duty as listed in Section 31.1 shall be replaced at City expense and not charged to the member's annual allotment. This shall also include members who are assigned to non-uniform duty.

Replacement of damaged items listed as Initial Issue items in Section 31.5 shall be made at the City's expense, after inspection, and shall not be charged to the member's uniform allowance.

Members are expected to maintain their uniforms in first class condition. Members who have used all of their clothing allowance will be expected to replenish uniform part that will not pass inspection at their own personal expense.

Section 31.3. Non-Uniform Duty Allowance. Members regularly assigned to non-uniformed duty detail shall be paid a $500.00 allowance semi-annually on January 15 and July 15 of each calendar year. If either designated date falls upon a Saturday, Sunday, or holiday, then the payment shall be made on the next business day. Upon initial assignment to a non-uniformed duty assignment, a member shall receive his or her yearly non-uniformed duty allowance in advance, minus any uniform allowance paid to date.

Section 31.4. Dry Cleaning Allowance. The City shall enter into a contract to provide dry cleaning for bargaining unit members. The contract shall provide for pick-up and drop-off services at the police department once per week. In addition, members may drop off and pick up items at the dry cleaning facility. Members may use this dry cleaning for any uniform items including clothing worn by members in plain clothes assignments that require dry cleaning.

Section 31.5. Uniform and Equipment Classification. Below is a list of approved uniform items. Items indicated as "Initial Issue" are issued to the Officer upon employment or upon addition of item to initial issue list. Items marked indicated as "Allowance" may be purchased or replaced with the Officer's uniform allowance. Items indicated as "Special Assignment" are issued to the Officer upon assignment to a special assignment or special skills assignment.

Item	Initial Issue	Allowance	Special Assignment
Academy Uniforms			X
All-Season Coat (waterproof)	X	X	
Alterations (as required for garments)	X	X	
Awards Ribbon Bar/Holder		X	X
Badge – Breast	X(2)		
Badge – Wallet	X(1)		
Badge – Detective			X
Badge – Retirement (w/ Credentials)			X
Badge – Hat (Silver / Gold)	X		
Ballistic Vest (w/ Extra Carrier)	X		
Ballistic Rifle Plate (w/ Carrier)	X		
Baton - Expandable	X	X	
Baton Holder	X	X	
Belt - Trouser	X	X(2)	
Belt – Utility (Complete)	X	X	
Belt Keepers	X(4)	X	
Bike Patrol Uniforms/Equipment			X
Binoculars	X	X(1)	
Buttons and/or Backs (as needed)	X	X	
Camera (Digital Point & Shoot w/ Accessories)	X		
Clipboard (Form Holder)	X	X	
Chemical Less-Lethal Spray	X		
Chemical Spray Holder	X	X	
Citation Holder	X	X	
Detective – Plain Clothes Holster		X	X
Detective – Plain Clothes Handcuff Case		X	X
Detective – Plain Clothes Magazine Pouch		X	X
Detective – Ballistic Vest Carrier		X	X

Equipment Bag	X	X(1)	
Flashlight(s) (rechargeable and replacement parts as needed)	X	X(2)	
F.T.O. Uniform Pin		X	X
Gas Mask w/ Carrier – Riot Gear	X		
Gas Mask Filters	X		
Gloves	X	X	
Gun Belt	X	X	
Gun Belt Buckle	X	X	
Handcuffs	X(2)	X	
Handcuff Case	X(2)	X	
Handcuff Key	X	X	
Hashmarks/Stars (as needed)		X	
Hat (complete) (Rain Cover)	X	X	
Holster (Duty & Concealment)	X	X	
Honor Guard Uniform/Equipment			X
Identification Card(s) & Case	X	X	
IPOK (or similar) First Aid Kit	X	X	
Key Ring Holder/Carrier (for Utility Belt)	X	X	
Keys	X		
Knife		X	
Latex Glove Holder	X	X	
Lock Box for Duty Weapon	X		
Magazine(s) (Pistol & Rifle)		X	
Magazine Pouch (Duty & Concealment)	X	X	
Mock Turtle Neck Shirts	X(5)	X(5)	
Mourning Band	X	X	
Name Plate/Serving Since Pin (Silver or Gold)	X	X	
Nylon Web Duty Gear		X	
Negotiator Pin		X	X

Patches (as needed	X	X	
Portable Radio	X		
Portable Radio Batteries	X(2)	X	
Portable Radio Holder/Case	X	X	
Rain Coat or Jacket	X	X	
Rain Pants	X	X	
Riot Gear & Bag	X		
Service Weapon w/ 3 magazines	X		
Shirt – Uniform Long Sleeve	X(5)	X(3)	
Shirt – Uniform Short Sleeve	X(5)	X(3)	
Shoes/Boots	X(2)	X(2)	
Spring-Loaded Window Punch	X	X	
SWAT Uniforms/Equipment			X
SWAT Pin		X	X
Sweater – Black/Blue Uniform	X	X	
TASER	X		
TASER Holster	X	X	
TASER Cartridge Holder	X	X	
Tie	X	X	
Tie Bar/Clasp	X	X	
Trousers – Uniform	X(5)	X(4)	
Traffic Safety Vest	X	X	
Utility Uniform Pants		X(2)	
Utility Uniform Shirts		X(2)	
Weapon Lighting / Sighting System	X	X(1)	
Whistle	X	X	
Whistle Chain	X	X	
Winter Hat	X	X	

Section 31.6 Changes in Uniform and Equipment Classification. As necessary, the Labor

Relations Committee may make recommendations to the Chief for additions to, modifications of, and deletion of uniform and equipment classification items listed in Section 31.5. If approved by the Chief, these recommendations shall be incorporated into the provisions of Section 31.5.

ARTICLE 32
TUITION REIMBURSEMENT

Section 32.1. Tuition Reimbursement.

To foster and encourage lifelong learning, all full-time members who have completed one (1) or more years of continuous active service prior to the date of the start of a course shall be eligible for a reimbursement of books, instructional fees, laboratory fees and general fees for courses of study voluntarily undertaken by the member that are directly related to the member's job duties. The amount of reimbursement shall not exceed the following amounts: four thousand dollars ($4,000), increased to five thousand dollars ($5,000.00) for graduate level coursework.
The tuition reimbursement program shall be subject to the following conditions:

(A) No member on an unpaid leave of absence or unauthorized leave of absence may apply for tuition reimbursement.

(B) There must be a correlation between the member's duties and responsibilities and the course of study taken or the degree program pursued.

(C) All undergraduate and graduate courses must be taken other than during scheduled working hours. All scheduled hours for courses of instruction must be filed through the Chief or his/her designee and forwarded to the Auditor or Mayor. All courses of study are subject to approval by Mayor or designee. All scheduled times of courses must be approved by the Chief or his/her designee. Any situation that, in the discretion of the Chief or his/her designee, would require a member's presence on the job, shall take complete and final precedence over any time scheduled for courses.

(D) Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Internet courses will be approved on a case-by-case basis consistent with the provisions of this Article. Seminars, conferences and workshops will only be considered for reimbursement under the provisions of Section 33.1(C) and any related expenses or location must be approved in advance by the Mayor.

(E) The Mayor or designee shall determine the approved institutions for which reimbursement for instructional fees and associated fees (general and laboratory) may be made under this Section. Only those institutions approved by the Mayor or designee shall establish eligibility of the member to receive reimbursement. Additional institutions may be considered by forwarding an application for reimbursement to the Mayor. Application for approval of institutions and courses must be made to the Mayor not more than thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s).

(F) Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to payment from the City.

(G) Reimbursement for instructional fees and associated general, laboratory fees or continuing education fees will be made when the member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment, or unpaid bill, from the institution confirming completion of the approved course.

(H) No reimbursement will be granted for paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of instructional fees and associated fees.

(I) A member participating in the tuition reimbursement program (including continuing education) who terminates City employment for any reason (other than layoff, disability, or death) must repay the tuition reimbursement paid by the City for courses taken within two (2) years, based on the member's termination date (payback period to be based on the date the course or semester ended, not the date of payment by the City).

(J) A Member must achieve a grade of "C" or better.

Any amounts due to the City under this pay back requirement shall be deducted from the member's final paycheck or from the member's terminal leave pay, including any applicable vacation pay, holiday pay, sick leave, etc. The member shall make the arrangements for payment of any additional balance due with the Auditor before his/her last day of employment.

ARTICLE 33
DRUG/ALCOHOL TESTING

The City and the Lodge agree the use of controlled substances which cause intoxication or impairment on-the-job poses risk to the City, the affected member, workers, and the public. To foster a safe, healthy and productive work environment, the City has a drug free work place policy which adhere to all state and federal laws and provides access to services for member assistance.

Section 33.1. Cause for Tests. If drug/alcohol testing is to be conducted on a member, it shall be based upon reasonable suspicion. Reasonable suspicion that a member used or is using a controlled substance or alcohol in an unlawful or job related abusive manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of a member as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Evidence that a member has tampered with a previous drug test;

E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;

F. For a two (2) year period following completion of a treatment program.

Section 33.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. Samples shall be divided into two separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 33.3. Alcohol Testing Procedures. Alcohol testing shall be in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result of .02% or more shall entitle the Employer to proceed with sanctions as set forth in the policy and in compliance with Section 11.4.

Section 33.4. Confirmatory Testing.

A. If a drug/alcohol screening test is positive, a confirmatory test shall be conducted utilizing a second sample from the same container in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the City may proceed with the sanctions as set forth in this policy.

C. In the event that the member disagrees with the results of the first set of tests the member may request the second container be tested by another DHHS certified laboratory at the member's expense.

Section 33.5. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the City and the member tested. A member whose confirmatory test result is positive shall have the right to request a certified copy of the testing results from the Medical Review Officer in which the laboratory shall affirm that the test results were obtained using the approved protocol methods. The member shall provide a signed request for disclosure of the testing results. A Lodge representative shall have a right of access to the results upon request to the City, with the member's consent. Refusal to submit to the testing provided for under this Article may be grounds for discipline up to and including termination as set forth in the policy and in compliance with the provisions in Section 11.4.

Section 33.6. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the City, except that any test initiated at the request of the member shall be at the member's expense.

Section 33.7. Lawful Possession and Storage Permitted. Members, while in the course of their duties, shall be permitted to possess, transport, and store a controlled substance, unlawfully used drug, drug paraphernalia, or alcohol by complying with procedures approved by the Director of Public Safety for handling recovered property.

ARTICLE 34
INTERNAL INVESTIGATIONS

Section 34.1 Scope. Whenever a member is ordered to answer questions as part of internal investigation, including all use of force investigations (administratively interviewed within the chain of command or any other administrative investigation directed by City), the provisions of the Article shall apply.

Section 34.2 Complaints.

A. Non-serious Complaints or Offenses: Nothing in the Article prohibits the use of a non-formal process for complaints brought by citizens and employees that are relatively minor alleged infractions or non-serious allegations.
B. The member may submit a request concerning the status of any investigation in writing every thirty (30) days.

Section 34.3 Required Notice.

Focus: At the time any member is interviewed or interrogated within the chain of command (or any other administrative investigation directed by City) and the investigator reasonably believes that departmental charges could result against the member, that member shall have the right to be represented by a Lodge Representative or attorney. The member shall be notified in writing of the specific nature of the investigation and the scheduled time of the member's interview at least forty-eight (48) hours before any interview. Requests for reasonable extensions to obtain one of the aforementioned representatives will not be unreasonably denied. The Member under investigation shall be given access to, and/or copies of, all documents and records, including but not limited records from Body Worn or other cameras, in the possession of the City that comprise the current IA file or investigation file under review up request at least twenty-four (24) hours prior to the investigatory interview, except investigator notes and reports that are incomplete.

Section 34.4 Conduct of Questioning.

A. Duty Hours: The City shall attempt to do any questioning or interviewing of a Member at hours reasonably related to his shift, preferably during his work hours. Interrogation sessions shall be for reasonable periods of time. Time shall be allowed during such questioning to attend to any normal physical necessities.
B. Recording: The City shall record any interviews conducted at the request of either party. The

recording and any transcript of the tape made by the City shall be provided to the member and/or the Lodge upon request.

C. Charges of Insubordination: Before a member can be charged with insubordination, or similar offense, for failure to answer questions or otherwise participate in an investigation, the member shall be advised that if such conduct is continued, it may be the basis for such a charge. This provision only applies to the investigation process.

Section 34.5 Discussing Investigation. Members under investigation shall not discuss the investigation with other individuals while the investigation in ongoing, except for their union representative and /or attorney.

Section 35.6 Disruption of Interview. The Union representative or attorney shall not unduly disrupt the interview process.

Section 34.7 Results of an Investigation. The results of any internal investigation shall be provided to the member in writing within a reasonable period of time after the conclusion of the investigation.

Section 34.8 Constitutional Rights. A member, who is to be questioned as a suspect in an investigation that may lead to criminal charges against him, shall be advised of his Constitutional rights in accordance with law.

ARTICLE 35
DURATION

Section 35.1. Contract. This Contract shall become effective January 1, 2024 and shall remain in full force and effect until 11:59 p.m. on December 31, 2026, subject to the wage reopener set forth in Article 20.

Section 35. 2. Signatures. Signed and dated at Whitehall, Ohio on this _____ day of _____, 2024 by the authorized representatives of the parties.

ON BEHALF OF THE CITY:

_____
MICHAEL BIVENS, MAYOR

Approved as to form:

_____
MIKE CRISPEN, POLICE CHIEF

_____
MARK FISHEL, ATTORNEY FOR CITY

ON BEHALF OF THE FOP:

_____
JEFF SIMPSON, LODGE PRESIDENT

_____
LT. TANNER WILLIAMS, FOP MEMBER

_____
SGT. JON EARL, FOP MEMBER

_____
PTLM. BROOKE CANO, FOP MEMBER

_____

PTLM. SHANE MCGEE, FOP MEMBER

_____
PTLM. ENRIQUE ORTEGA, FOP MEMBER

_____
CATHRINE HARSHMAN, FOP ATTORNEY

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MICHAEL BIVENS, MAYOR

Approved as to form:

MIKE CRISPEN, POLICE CHIEF

MARC FISHEL, ATTORNEY FOR CITY

ON BEHALF OF THE FOP

BRIAN STEAD
~~JEFF SIMPSON~~, LODGE PRESIDENT

LT. TANNER WILLIAMS, FOP MEMBER

SGT. JON EARL, FOP MEMBER

PTLM. BROOKE CANO, FOP MEMBER

PTLM. SHANE MCGEE, FOP MEMBER

PTLM. ENRIQUE ORTEGA, FOP MEMBER

CATHRINE HARSHMAN, ~~FOP~~ ATTORNEY