

# RECORD OF RESOLUTIONS

Resolution No. 2020-U

August 24, 2020

## City of Bellbrook

### Resolution No. 2020-U

#### **A Resolution Authorizing the City Manager to Execute a Three Year Agreement between the City of Bellbrook and the Police Sergeants Represented by the Fraternal Order of Police, Ohio Labor Council, Inc.**

WHEREAS, the City met with the police sergeants represented by the Fraternal Order of Police, Ohio Labor Council, Inc. to review the terms of the labor agreement covering wages, fringe benefits and work rules; and

WHEREAS, the parties agreed to terms for a three year contract starting August 1, 2020 and concluding July 31, 2023; and

WHEREAS, the City believes that this three year contract will allow for the continued provision of exceptional police service to the residents and is in the best financial interests of the City.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the City Manager is hereby authorized to execute a three year agreement, attached hereto, between the City and the Police Sergeants represented by the Fraternal Order of Police, Ohio Labor Council, Inc. with effective dates of August 1, 2020 to July 31, 2023.

Section 2. That this resolution shall take effect and be in force forthwith.

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Michael W. Schweller, Mayor

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Pamela Timmons, Clerk of Council



AGREEMENT

BY AND BETWEEN

THE CITY OF BELLBROOK, OHIO



and



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

SERGEANTS

August 1, 2020 through July 31, 2023

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**ARTICLE 1 - AGREEMENT/PURPOSE**

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

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

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

**ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY**

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2. The parties agree that should any provision of this Agreement be invalid as a matter of law, then, upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time and attempt to modify the invalid provisions of this Agreement by good faith negotiations, but in the event they are unable to reach agreement, then the City shall retain its inherent rights, subject to its obligations to comply with applicable law and neither party shall have access to dispute resolution procedures of Chapter 4117 of the Ohio Revised Code, but shall have access to the grievance procedure set forth in this contract.

**ARTICLE 3 - RECOGNITION**

Section 3.1. The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for all regular full-time employees in the bargaining units set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

- a. 93-REP-02-0019 as certified April 8, 1993: includes all full-time personnel in the rank of Sergeant.
- b. Excluded: Chief, Lieutenant(s), Administrative Assistant and all other employees.

Section 3.2. The Employer will not recognize any other union, organization, or person as the representative for any of the bargaining unit members unless required by law to do so.

**ARTICLE 4 - FOP/OLC SECURITY/DUES DEDUCTION**

Section 4.1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions will commence. All dues collected shall be paid over by the Employer once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

Section 4.2. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Section 4.3. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.

During the first pay period in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within seven (7) days of this request.

**ARTICLE 5 - FOP/OLC REPRESENTATION**

Section 5.1. One (1) employee, as selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure, shall be known as the Associate. The Associate may have an alternate who shall act in his/her absence. The Union shall notify the Employer in writing of all employees selected to hold the position of Associate, alternate Associate, or any other position within the Union or the bargaining unit within a reasonable time period.

Section 5.2. No union meetings or other union activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his/her supervisor, for a reasonable period of time. The Union will make reasonable efforts to conduct its affairs in such a manner as not to interfere with the Employer's business.

Section 5.3. The FOP/OLC shall have reasonable access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

Section 5.4. FOP/OLC non-employee representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement or attending meetings.

Section 5.5. A total of twenty-four (24) hours of paid leave per calendar year shall be available for use collectively by all employees covered by this Agreement, for the purpose of attending FOP/OLC functions such as conventions, educational meetings and seminars. Said leave shall be taken in no less than four (4) hour increments. The Employer shall not unreasonably deny the authorization of vacation leave, holidays or the use of compensatory time for a member to attend

said functions in addition to the above-mentioned twenty-four (24) hours. Under no circumstances will the Employer be required to provide paid leave to any employee for attending said functions once twenty-four (24) hours of paid leave have been provided, in the aggregate, to employees covered by this Agreement in any calendar year.

Section 5.6. FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Section 6.1. Unless expressly provided to the contrary by a specific provision of this Agreement, management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department, as such rights existed prior to the execution of this or any other previous agreement.

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

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline for just cause.
- B. Determine the overall methods, process, means, or personnel by which operations are to be conducted, and establish work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or demote employees; or, to lay off, terminate or otherwise relieve employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of employees required.
- E. To establish basic and in-service training programs and requirements for upgrading skills of employees.
- F. To take such measures as the City or Department of Police may determine to be necessary to carry out the mission of the department as a governmental unit.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedure.

## **ARTICLE 7 - NON-DISCRIMINATION**

Section 7.1. Neither the Employer, its agents, or officials, nor the FOP/OLC or its agents or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, disability, or union activity.

Section 7.2. All references in this Agreement to the male gender shall be construed to be equally applicable to females.



## **ARTICLE 8 - BULLETIN BOARD**

Section 8.1. The Employer shall provide the Union with a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP/OLC and shall be solely for Union business; and,
2. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and
3. Upon request from an appropriate official of the Employer, the Union will immediately remove any notice or other writing that the Employer believes violates subparagraphs (1) and (2), but the Union shall have the right to grieve such action through the grievance procedure.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of this Agreement, or an allegation that discipline has not been for just cause.

Section 9.2. Disciplinary matters must be brought pursuant to this Grievance Procedure before any appeal to any court or outside agency.

Section 9.3. Grievances will be settled at the earliest possible step of the procedure. The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.

Section 9.4.

Step 1 - Immediate Supervisor. Any employee or FOP/OLC representative having a grievance shall present his or her grievance in writing to their immediate supervisor, so long as that supervisor is not a bargaining unit member. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within seven (7) calendar days from the date of the incident or when the employee knew or should have known of the incident giving rise to the alleged grievance. Within seven (7) calendar days from the date the employee first presented his or her complaint, the supervisor will attempt to resolve the matter or provide a written response to the grievance.

Step 2 - Department Head. If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance to the Chief within seven (7) calendar days of the date the reply was received or was due to be received in Step 1. The Chief will meet with the grievant and his/her representative(s) and otherwise attempt to resolve the matter within seven (7) calendar days of receipt of the grievance. The Chief after review and investigation of all matters of fact relative to the grievance shall issue a decision on the grievance form within seven (7) calendar days following the meeting.

Step 3 - City Manager. Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance to the City Manager within seven (7) calendar days of the date of receipt of the Step 2 answer or the date the answer was due to be received. The City Manager will review

the grievance and all responses within seven (7) calendar days following the date he received the grievance.

If the City Manager determines that the previous responses were adequate and proper, he will so inform the grievant within fourteen (14) calendar days following the day he received the grievance.

If the City Manager or designee determines the responses to be incomplete or improper, or that sufficient evidence does not appear on its face to warrant a response, he may exercise the following procedure:

Conduct a meeting with all parties involved in attendance and available for questioning within fourteen (14) calendar days following the day he received the grievance. The City Manager or designee will inform the grievant of his decision within five (5) calendar days of the meeting.

Arbitration. When the grievant is unsatisfied, the matter may be taken to arbitration by the FOP/OLC, at its sole discretion, by filing, within fourteen (14) calendar days of the decision of the City Manager a Notice of Intent to Arbitrate. Within ten (10) calendar days of receipt of intent to arbitrate under the grievance arbitration procedure, the City and the FOP/OLC shall by joint letter solicit a list of at least seven nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Services (FMCS area #15 Ohio). Either party may once reject the list and request from FMCS another list of seven (7) names. The parties shall strike from that list. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the FOP/OLC and the availability of the arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. Said award shall be provided to the parties as soon as possible after the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the FOP/OLC shall share equally in the cost of the arbitrator.

The Arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision that is contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure, or in matters of discipline, the date the grievant was affected.

Section 9.5. Time limits and steps as set forth in this procedure may be extended or waived by mutual agreement of the parties in writing.

Section 9.6. All grievances under this procedure shall be written on forms provided by the FOP/OLC.

**ARTICLE 10 - LABOR/MANAGEMENT MEETINGS**

Section 10.1. The parties will establish two (2) labor-management committees consisting of no more than two (2) bargaining unit employees per bargaining unit and the Chief of Police which may meet separately or together upon the request of the Chief or the Associate for the bargaining unit (but in no event more than monthly without mutual consent). The committees may meet at agreeable dates and times for the following purpose:

1. To disseminate general information of interest to the parties.
2. To give the FOP/OLC Representatives the opportunity to share the views of their members and/or suggestions on subjects of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Employer and the FOP in the best interest of the community.
5. To discuss safety and health issues of the Department.

Section 10.2. All bargaining unit employees of the Labor Management Committee shall be paid at their regular rate of pay while performing committee duties on a no loss/no gain basis.

**ARTICLE 11 - DISCIPLINE**

Section 11.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or in the instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

1. Verbal reprimand.
2. Written reprimand.
3. Suspension without pay. (At the option of the employee, and the concurrence of the Employer, accrued vacation, holiday time or compensatory time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. Reduction in rank.
5. Discharge.

Section 11.2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written explanation of the charges and evidence supporting such charges. A pre-disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written explanation of charges. A copy of the Hearing Officers decision will be provided to the employee within ten (10) calendar days following the Pre-disciplinary Hearing. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's decision. Time frames may be extended by mutual agreement.

Pre-disciplinary hearings will be conducted by the City Manager and/or the Chief of Police. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.
2. Appear at the hearing and have an employee or non-employee representative of the FOP/OLC present oral or written statements in his defense.
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

At the pre-disciplinary hearing, the hearing officer(s) will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses, if called by the Employer. The Employer will decide what discipline, if any, is appropriate.

Section 11.3. Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Loss of pay discipline shall start at Step 2 of the grievance procedure.

Section 11.4. The bargaining unit employee under investigation shall be entitled to the presence of an employee and/or a non-employee O.L.C. representative at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

Section 11.5. The City agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 11.6. If a complaint is received on any behavior that violates our policy/procedures the Employer will always investigate the complaint. Based on the investigation information obtained, Employer would pursue the level of discipline, if necessary, in accordance to current contractual agreements.

Section 11.7. If any employee is notified of being the focus of an internal investigation, the Employer shall place the employee on paid administrative leave while the investigation occurs. The Employer shall reserve the right to determine the terms of the administrative leave such as hours the employee must be available to participate in the investigative process.

## **ARTICLE 12 - PROBATIONARY PERIOD**

### **SERGEANTS**

Section 12.1. Every new Sergeant promoted by the City of Bellbrook shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Sergeants' probation shall continue for a period of 6 (six) months which may be extended at the discretion of the Chief of Police. Sergeants who fail to successfully complete the probationary period may be returned to their original position without loss of seniority.

### **ARTICLE 13 - (NO CONTENT)**

### **ARTICLE 14 - PERSONNEL FILES**

Section 14.1. Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 14.2. Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 14.3. All entries of a disciplinary or adverse nature shall be maintained in the personnel file which shall be maintained in the Administration office. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a statement. No unfounded complaint shall become part of any bargaining unit member's personnel file.

Section 14.4. Records of counseling shall cease to have force and effect six (6) months from the date of issue. Verbal reprimands and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance and shall, upon the written request of a bargaining unit member, be totally removed and without further reference from the personnel file, provided no similar intervening discipline has occurred. Any record of discipline involving suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, provided no similar intervening discipline has occurred, and placed in a separate file.

### **ARTICLE 15 - SENIORITY**

Section 15.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 15.2. An approved leave of absence of one (1) year or less does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the Chief of Police for one (1) additional year for educational purposes.

Section 15.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.4. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the City.

Section 15.5. The Employer may hire individuals with prior training or experience to serve as full-time Officers. The Employer retains the right, to be exercised in its sole discretion, to place such individuals at any pay level on the appropriate pay scale immediately upon hiring consistent with any restrictions contained in Article 20.

## **ARTICLE 16 - LAYOFF AND RECALL**

Section 16.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees thirty (30) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 16.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior employee being laid off first. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit employees on layoff or on voluntary demotion.

Section 16.3. Any employee laid off from the bargaining unit position may, at his option, displace a regular part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position. Sergeants who are laid off shall be able to bump the least senior patrol officer and shall be placed on the seniority list according to their uninterrupted length of continuous service with the City of Bellbrook Police Department.

Section 16.4. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 16.5. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.6. The employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice, shall be removed from the recall list and be deemed to have resigned.

Section 16.7. For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City.

**ARTICLE 17 - HOURS OF WORK AND OVERTIME**

Section 17.1. The standard work period for all bargaining unit employees shall normally consist of forty (40) hours within a seven (7) day period. The standard work day for all bargaining unit members shall normally consist of eight (8) hours.

Section 17.2. Employees required to work in excess of eight (8) hours per work day, or in excess of forty (40) hours within a seven (7) day work period, shall be paid at the rate of one and one-half (1 - 1/2) times their regular hourly rate of pay for all such excess time.

- A. For purposes of computing hours of work and overtime compensation, anytime an employee is receiving pay from the employer including vacation time, compensatory time, holidays, personal days and sick leave or any other paid time, shall be considered time worked.
- B. There shall be no pyramiding of overtime.
- C. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.
- D. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation. Employees may not exchange for the purpose of creating overtime.
- E. Overtime will be calculated within each pay period for hours worked in excess of the employee's regularly scheduled hours. Overtime will be paid with the regular pay for that pay period.

Section 17.3. Compensatory time shall be granted in lieu of overtime compensation at the request of the employee, and shall not be unreasonably denied. Employees may accumulate a maximum of two hundred forty (240) hours of compensatory time. In the event an employee accumulates two hundred forty (240) hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with a minimum of seven (7) days' notice subject to the operational needs of the Police Department as determined by the Police Chief or his designee. On the first regularly scheduled pay day in December, of one of the years 2020, 2021 or 2022, employees may elect to cash in their accumulated compensatory time. If an employee elects to cash in their accumulated compensatory time, they will notify the Chief or designee in writing by the end of September in the cash out year.

Section 17.4. Work schedules shall be posted ten (10) calendar days prior to their effective date. Seven (7) calendar days' notice must be given by the Employer prior to any non-emergency change in a posted schedule. All vacation, holiday compensatory time, training, and other leave requests must be submitted in writing to the Chief of Police or his designee no later than seven (7) days prior to the requested time off. The Employer shall have no obligation to grant any request not submitted in accordance with this Section.

Section 17.5. Except for retraining (up to three (3) months), disciplinary reasons and special assignments (current example would be Detective), all bargaining unit employees shall be assigned to specific shifts based on seniority preference with the most senior member having priority selection. Specialty assignments shall not preclude a member from seniority shift selection.

Section 17.6. In the event of non-emergency shift changes, or reassignments, the changes or reassignments shall be made on a seniority basis, with the least senior bargaining unit employee being reassigned first and subject to the provisions of Section 17.5 of this Article.

Section 17.7. Overtime will be equally offered and distributed to employees. Overtime rosters will be kept and will include a list of overtime hours worked and refused. All overtime will be logged except a shift extension due to a late detail or court time. The only time that will not be charged to an employee is when an employee is not spoken to. Advance patrol overtime shall be posted and awarded based on the number of overtime hours worked, starting with the least hours worked and moving forward. Only the person working the overtime will be charged with the hours. If no one is willing to work the overtime and it is needed to be filled or unscheduled overtime needs to be filled a supervisor may order an officer to work the overtime. In this case the officer with the least number of hours will be ordered to work.

Section 17.8. Overtime that is offered/posted for off-duty details is separate from patrol overtime. This overtime will be offered to full-time officers based on seniority, assigned on a rotating basis. With the exception of the Sugar Maple Festival, the Lions Festival and the National Night Out event, overtime for off-duty details will be offered to full-time officers first before scheduling part-time officers for the off-duty detail.

Section 17.9. When additional officers are needed due to scheduled time-off, the City has the right to schedule any officer, full-time or part-time, to fulfill this need. When additional officers are needed due to unscheduled time-off, the City will offer these additional hours to full-time officers first and then to part-time officers. For the purposes of this section, the first two (2) shifts of unscheduled time off shall be offered to full-time officers first.

## **ARTICLE 18 - CALL-IN PAY**

Section 18.1. Call-in time is defined as time for work assigned by the Chief of Police or his designated representative and performed by an employee at a time disconnected from his normal or prescribed hours of work. Call-in time is not extra time at the beginning or end of the normal or prescribed hours of work.

Section 18.2. An employee who is called in will be credited with a minimum of three (3) hours of work at the rate of one and one-half times his normal rate of pay. An employee who is called in and works more than three hours will be paid for actual hours worked at the rate of one and one-half times his normal rate of pay. An employee may elect to receive compensatory time in lieu of pay.

Section 18.3. An employee will be compensated for call-in pay, provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at his regular pay rate for actual hours worked until he has a sum of hours equal to regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in



accordance with Section 18.2 of this Article. An employee may elect to receive compensatory time in lieu of pay.

Section 18.4. The employee on call-in who has worked less than three (3) hours is required to check with his supervising authority on duty if additional necessary work is to be performed at that time before leaving. Except in circumstances unforeseeable to the Employer, the employee shall be notified at the time of call-in that there will be additional necessary work to be performed, and approximately how long such work will take to complete.

## **ARTICLE 19 - COURT TIME**

Section 19.1. All employees who are required to appear in court for criminal proceedings or administrative hearings, when off duty, shall be credited with the actual time that they are required to be in court at a time and one-half rate. In no event will an employee receive less than three (3) hours pay at a one and one-half time rate of pay. An employee may elect to receive compensatory time in lieu of pay.

Section 19.2. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, he shall be paid for the time he is actually required to be at court at a time and one-half rate, provided such time is in excess of his regularly scheduled hours, but in no event is less than three (3) hours time to be paid at one and one-half times the regular rate of pay. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half hours off for every hour worked consistent with the prior provisions of this Agreement.

## **ARTICLE 20 - WAGES**

Section 20.1. Effective August 1, 2020, current bargaining unit employees shall receive the hourly wage set forth in the pay schedules attached hereto. New employees shall be placed on the schedule in accordance with the terms of this Agreement. Employees shall move to the next step on the appropriate schedule on the appropriate anniversary date. Police officers promoted to the rank of Sergeant shall be placed on the Sergeant pay scale at a rate that provides at least a five percent wage increase. If the Employer exercises its right to hire an officer and treat such person as a lateral entry pursuant to Article 15 of this Agreement, then the Employer shall have the sole discretion to place such person on the pay scale as follows:

Wages shall increase 2.00% effective August 1, 2020, 2.50% August 1, 2021 and 2.50% August 1, 2022.

Section 20.2. Officers assigned by the Chief, or designee, to serve as an officer-in-charge shall be entitled to receive an officer-in-charge supplement. Employees serving as an officer-in-charge shall be entitled to a supplement of one dollar (\$1.00) per hour.

Section 20.3. A shift differential of fifty cents (\$0.50) per hour shall be paid to all officers who work any hours between 1600 and 0800. This shift differential shall not be increased for overtime hours.

## **ARTICLE 21 - INSURANCE**

Section 21.1. The Employer agrees to maintain for bargaining unit members and their dependents the same Health Care Insurance Plan and Life Insurance Plan offered to all other City of Bellbrook employees. It is understood that such health care insurance plan may change from time-to-time during the term of the agreement. The Life Insurance Plan will be for \$50,000.00 minimum per employee. The City may offer employees the option of purchasing additional life insurance coverage through the City's group life insurance provider.

Section 21.2. Employees shall contribute the same amount of monthly premium as all other non-union employees not to exceed thirteen percent (13%) of the monthly premium. Employees selecting single coverage shall have one hundred percent (100%) of the premium paid by the City. If the employees elect to participate in a high deductible health care plan, the City will contribute the same amount to the employee's health savings account as it does for all other non-union employees. The health savings account contribution shall not be less than forty percent (40%) of the corresponding deductible.

Section 21.3. The City will continue to participate in the wellness program established by the insurance provider. Employees covered by this agreement will be required to be compliant with the standards of the wellness program. Employees that are non-compliant will have a premium surcharge of \$300 for single coverage or \$600 for employee/spouse and family coverage. This premium surcharge will be deducted from the employee's paycheck on a bi-weekly basis. If the amount of the surcharge increases from \$300 for single coverage or \$600 for employee/spouse and family coverage during the term of this contract, the City will pay the difference.

Section 21.4. In an effort to promote health and wellness of employees, the City will provide the equivalent of a "classic level membership" to Planet Fitness. Should the employee elect to join a different facility, the City will honor the current monthly membership fee of Planet Fitness.

This membership will be provided to those employees who request to utilize this incentive through the Chief of Police by filling out a request form. This form will be used to provide the employee with a check in the amount equivalent to a six month membership in advance.

Use of this membership will occur on the employee's own time. The employee will be required to submit a check in log, provided by Planet Fitness or other facility, on January 1 and July 1 of each year to verify usage and continue in the program. Memberships which are not used an average of once per week (twenty six visits) during the six month period will be required to pay back the Employer for any months unused. For the purpose of repayment, four visits will be considered one month's usage. Employees may choose to start/pause/restart the membership at any time and will be provided with a prorated membership fee if requested outside of the six month cycle.

## **ARTICLE 22 - HOLIDAYS**

Section 22.1. All full-time bargaining unit employees are entitled to the following paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

Section 22.2. The length of the holidays listed above shall be eight (8) hours. All hours worked on the Holiday shall be at the overtime rate.

Section 22.3. On the Sunday after the first pay period paid in December of each year of this agreement, each employee shall be credited with ninety-six (96) hours holiday compensatory time. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the department, in accordance with Section 17.4.

Section 22.4 On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit at their current rate of pay.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 22.5. FOP members may request in writing to have Holiday compensatory time paid before the first regularly scheduled pay day in December of each year. Only one (1) request shall be allowed per year. These requests will be reviewed and approved as appropriate by the employer. Available Holiday compensatory time paid under this provision will correspond to the member's Holiday compensatory time balance in regard to those holidays having already occurred. Upon the member's request, the Holiday compensatory time pay may be directly deposited into the member's health savings account (HSA).

## **ARTICLE 23 - VACATIONS**

Section 23.1. Bargaining unit employees shall be granted their appropriate vacation leave yearly, with full pay, based on their length of service of full-time employment with the City and subject to the terms of this Agreement.

Section 23.2. Vacation shall be earned as follows:

1. Two (2) weeks vacation (80 hours) after twelve (12) months of continuous service and thereafter in each calendar year after January 1;
2. Three (3) weeks vacation (120 hours) during the calendar year in which the fifth (5th) employment anniversary date occurs;

3. Four (4) weeks vacation (160 hours) during the calendar year in which the fifteenth (15th) employment anniversary date occurs; and
4. Five (5) weeks vacation (200 hours) during the calendar year in which the twentieth (20th) employment anniversary date occurs.

Vacation accumulations are credited to the employee on January 1<sup>st</sup> of each year.

Section 23.3. Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

Section 23.4. Employee's shall notify the Employer no later than seven (7) days prior to the requested time off to use vacation. Employees may request prior to March 1, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. These requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department. Requests submitted after March 1 shall be honored on a first come first serve basis.

Section 23.5. Bargaining unit employees shall be permitted to carry over and may accumulate unused vacation leave as follows:

Annual Accrual Amount	Maximum Accumulation
2 weeks (80 hours)	160 hours
3 weeks (120 hours)	240 hours
4 weeks (160 hours)	320 hours
5 weeks (200 hours)	400 hours

Employees who are at the maximum vacation accumulation as of December 31st of each calendar year will not receive any additional vacation time as of January 1st. Those employees under the maximum vacation accumulation as of December 31st of any calendar year shall only receive the hours necessary to put them at the maximum vacation accumulation amount as of January 1st. Any employee who has accumulated vacation hours over the maximum vacation accumulation rate as of December 31st of any calendar year shall lose the excess amount as of January 1st.

Section 23.6. Bargaining unit employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

## **ARTICLE 24 - SICK LEAVE**

Section 24.1. Each full-time employee shall be entitled to 4.6 hours of sick leave with pay, up to an accumulation and maximum annual usage of one hundred twenty (120) days for every eighty (80) hours of regular time, not overtime, worked. A written statement by a physician may be required after three (3) consecutive sick leave days, at the discretion of the Chief of Police or the City Manager. Regular time shall be defined as anytime an employee is receiving pay from the Employer including vacation time, compensatory time, Holidays, personal days, sick leave, or any other paid time excluding overtime.

Section 24.2. An employee may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, or exposure to a contagious disease which could be communicated to other employees.

Section 24.3. An employee may use ten (10) days of sick leave per year to care for an ill or injured member of the immediate family (when the employee is the primary care giver), as defined in Section 24.4 (excluding aunt and uncle). The employer may reasonably request documentation from an attending physician that the employee's presence is necessary.

Section 24.4. For the purpose of this Article, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, aunt, uncle, in-laws, legal guardian or other person who stands in the place of a parent.

Section 24.5. Each Sergeant shall notify or cause his supervisor to be notified of his absence not later than one (1) hour prior to the regular starting time of the working day.

Section 24.6. Employees shall receive accrued sick leave upon active service or disability retirement from OP&F for all days accrued, at the rate of one (1) days pay for each three (3) days accrued but in no event shall any employee receive more than sixty (60) days of pay upon retirement.

Section 24.7. Any employee who does not utilize sick leave for any one hundred twenty (120) consecutive calendar days period shall be entitled to one (1) earned vacation day.

Earned vacation days must be requested in advance and scheduled with the approval of the Chief of Police or his designee.

The one hundred twenty (120) consecutive day period begins the first day following the last occurrence of sick leave usage and ends one hundred twenty (120) calendar days later.

Earned vacation days must be taken within one year of the date of earning; if not taken within one year, the day shall be paid to the employee.

The use of earned vacation days shall not be deducted from the member's accumulated sick time.

Section 24.8. All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

#### Rules and Procedures:

1. When an employee's sick leave hours are about to be exhausted, he/she or the FOP Representative shall request, in writing, to the Chief of Police, consideration for receipt of donated sick leave hours from other bargaining unit members.
2. The Chief of Police has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.
3. Upon application, the Chief of Police will respond to the employee within five (5) business days.
4. Upon approval of the request, the Chief of Police will post a sick leave donation request announcement for the employee.

5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.
6. Any employee providing hours must have a minimum of 200 hours to participate. Only hours above the 200 level may be used.
7. Donation of sick leave hours must be in 40-hour blocks (minimum and maximum), except for employees with less than 240 hours.
8. Donated hours are deducted from an employee's available number of days to use each year. Example – 40 hours donated, 120 days – 5 days + 115 days left.
9. Each employee may donate sick leave hours only once in a calendar year.
10. This program is used only when the employee exhausts all other leave (earned vacation days, vacation and compensatory hours).
11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.

#### **ARTICLE 25 - INJURY LEAVE**

Section 25.1. No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties.

Section 25.2. An employee who suffers a service-connected injury incurred in the course of and arising out of employment with the City shall be eligible for injury leave. Injury leave shall be available for a maximum of one hundred eighty (180) working days per injury. After one hundred eighty (180) working days, the employee may utilize sick time or other approved leave of absence.

Section 25.3. When an employee applied for injury leave with pay, he must execute an agreement assigning to the City any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau Workers' Compensation. After approval of the injury leave by the City, the City will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

Section 25.4. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the City. If the employee and the City are unable to agree upon such third physician, both the City's physician and the employee's physician shall together select such third physician.

Section 25.5. For the purposes of this Article, an injury is defined as a traumatic damage to the body or resulting psychological distress resulting in an inability to perform the essential functions of their position.

## **ARTICLE 26 - FUNERAL LEAVE/BEREAVEMENT LEAVE**

Section 26.1. If a death occurs among members of an employee's immediate family as defined in Article 24 of this Agreement, the employee shall be granted three (3) days paid funeral leave/bereavement leave without loss of pay, benefits, days off, holidays or vacation time. Funeral leave may be extended at the discretion of the Chief of Police, based on individual circumstances. Any granted extension of funeral leave/bereavement leave beyond the original three (3) paid days shall be charged to the employee's sick leave.

## **ARTICLE 27 - LEAVES OF ABSENCE**

Section 27.1. Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave. An employee who has completed their probationary period and is unable to perform the essential functions of their position may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated paid and unpaid leave rights provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Disability leave will continue for a period of one (1) year from the date the employee first went on leave due to their disabling condition, unless the employee becomes certified by a licensed medical practitioner as able to return to work and to perform the essential functions of their position. If the employee is not able to return to work by the end of the one (1) year period, the employee shall be deemed separated from employment with the Employer.

If the employee is certified as able to return to work by a licensed medical practitioner, the employer shall have the right to have the employee examined prior to their return to work. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance or arbitration procedure.

B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (a) above, at the Employer's expense to determine the employee's physical or mental capability to perform the essential functions of their position. Examinations may be periodic or as the Employer requires. If the employee disagrees with the results of an examination ordered by the Employer, the employee may be examined by a licensed medical practitioner of their choice. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical

practitioner whose decision shall be final, binding and not subject to appeal under the grievance or arbitration procedure. If the employee, after examination, is found to be unable to physically or mentally perform the essential duties of their position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

If the employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability leave.

C. Leave of Absence. The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended except for educational purposes.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
5. No benefits shall accrue or be paid during any unpaid leave of absence.

D. Family and Medical Leave. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. Such leave may be granted for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;
2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The period of FMLA leave shall include any period of sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days' notice is not possible. The employee must provide the



Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation time, and any other paid time off (except compensatory time) before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for his share of the health insurance cost during unpaid leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City. The City, as its sole discretion, may waive the insurance premium repayment.

Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Section 27.2. Leaves With Pay Employer shall provide two (2) weeks of paid Parental Leave to run concurrently with the current FMLA twelve (12) weeks. Leave can be used by a mother or father before, during, and/or after the birth of the child, or adoption of a child

Section 27.3. The Employer agrees to comply with State and Federal laws governing paid court and military leaves.

## **ARTICLE 28 - SUBSTANCE TESTING**

Alcoholism, drug addiction, or drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

The Chief or the City Manager may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the employee is under the influence of alcohol while on duty.

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

- A. Observable phenomena, such as direct observations of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .02 percent, as outlined under O.R.C. 4511.19(B). The City may also suspend the employee without a loss of pay before the time the confirmatory test result is complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline up to and including discharge.

If the employee: (1) refuses to take a screening or confirmatory test or undergo rehabilitation or detoxification or (2) fails to complete a program of rehabilitation or detoxification or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, he shall be subject to disciplinary action up to and including discharge.

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

The Employer shall pay for drug and alcohol screening and confirmatory tests.

## **ARTICLE 29 - EQUIPMENT/CLOTHING**

Section 29.1. The Employer will provide all uniforms and accessories at no cost to the employee.

Section 29.2. The Employer will provide all safety equipment including ballistic vests, and shall replace or update said items as necessary or according to manufacturer's specifications. The

employer may require employees to use or wear items purchased under this Article. Said items shall fit properly, shall be in good order and free from defects.

Section 29.3. The Employer will provide a uniform allowance to each employee on January 1<sup>st</sup> each year of the contract in the amount of \$325 for employees to replace worn uniform items, as necessary, and without delay. Uniform items and vendors shall be approved by the Chief of Police or designee. Employee shall be responsible for ordering, making returns, alterations and any other necessary transactions related to the replacement and upkeep of uniforms and equipment. Mistakes on behalf of the vendor shall not be the responsibility of the employee to correct.

### **ARTICLE 30 - EQUIPMENT REPLACEMENT**

Section 30.1. Employees who damage or lose issued equipment or personal property in the line of duty should apply in writing to their immediate supervisor for reimbursement or replacement. The immediate supervisor will investigate the request and turn in an evaluation to the Chief. The Chief will then decide if a requisition or reimbursement shall be made. Each situation will be judged on a case-by-case basis, but replacement or reimbursement shall not be unreasonably denied. If the employee follows this procedure, the Chief will decide the matter and requisition a replacement of comparable value or repair (if the decision is favorable) as soon as possible but in no case later than thirty (30) days of the application. The Chiefs decision shall not be subject to the grievance procedure contained herein.

### **ARTICLE 31 - VOLUNTARY TRAINING AND SAFETY**

Section 31.3. All employees will attend training sessions necessary to maintain and improve skills as mutually agreed to by the Chief of Police or his authorized designee. Article 32 will not apply to a voluntary training session or conference as defined in this Article.

Section 31.2. An officer may request authorization from the Chief of Police to attend a training session that is not required, but is optional or voluntary. If an officer is authorized to attend a voluntary training session or conference, the City may, at the discretion of the Chief of Police or his designee, pay for some or all of the cost of attending this training session or conference. If an officer is authorized to use his own vehicle to attend the training session, the City shall reimburse the officer for mileage, pursuant to the current IRS rate, if the location is beyond a reasonable commuting distance of fifty (50) miles from the City.

Section 31.3. The City agrees to maintain safe and healthy working conditions in all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The FOP/OLC agrees to work cooperatively in maintaining safety in the Department.

Section 31.4. The City agrees to discuss safety conditions and practices with the employees and the employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

### **ARTICLE 32 - MANDATORY TRAINING**

Section 32.1. All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or his designee.

Section 32.2. Off-duty time spent in required training or instruction connected to the officer's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for actual hours the employee is involved in the training or instruction. Training or instruction disconnected from an employee's normal work schedule shall be treated as call-in time in accordance with Article 18. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with prior provisions of this Agreement.

Section 32.3. When possible, checks for expenses maybe drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be as follows:

A. Transportation. For personal vehicle use, monetary transportation allowances will be provided for travel outside of an employee's reasonable commute. For the purposes of this article, reasonable commute shall be more than 30 miles one way. Current IRS rate at the time for use of personal vehicle or the actual cost of the ticket, if commercial transportation is used. City vehicles shall be used when feasible and approved. When a City vehicle is used, the employee shall obtain authorization from his supervisor.

B. Meals. A meal reimbursement may be requested for meals not provided as part of an outside attended training. Meals required to be purchased by the employee because of official business shall be advanced at rates not to exceed:

Breakfast - \$10.00      Lunch - \$20.00      Dinner - \$30.00

C. Lodging. If official City business requires the employee to stay overnight 50 miles or more away from the City, advance payment for lodging shall be the actual cost up to \$175.00 per night.

D. Travel Time. Reasonable travel time to and from out of town training or schools shall be counted as hours worked to the extent that it exceeds a reasonable commute. For purposes of this Article, reasonable commute is more than thirty (30) miles one way. Should the City provide overnight accommodations only one (1) round trip may be compensated.

E. Miscellaneous. If the official City business requires the employee to be away from the City, actual costs will be reimbursed by the City in addition to the expenses listed above in this paragraph to cover miscellaneous expenses such as parking and tolls.

Section 32.4. Either reimbursement or advance payment shall be reviewed by the Chief and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 32.5. This Article does not apply to FOP/OLC business. Expenses related to FOP/OLC business are not chargeable to or reimbursable by the City.

**ARTICLE 33 - EMERGENCY MEAL ALLOWANCE**

Section 33.1. The City will either furnish meals or reimburse employees for meals, provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be \$6.00 per meal. Whenever practicable and while on City time, employees shall be given a period of thirty (30) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of unforeseeable circumstances or emergencies and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

**ARTICLE 34 - COMMUNICABLE DISEASES**

Section 34.1. The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be issued to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self protection. Said policy and procedures shall be updated as often as new information is made available.

Section 34.2. The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provide viable options for that affected employee.

**ARTICLE 35 - TUITION REIMBURSEMENT**

**Section 35.1 Reimbursement Program**

Each full-time employee who is subject to the provisions of this Agreement will be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. An estimate of costs and education goals shall be submitted in writing via an Education Plan to the Department Director and City Manager for approval. This must be submitted on an annual basis for budgetary purposes.
- B. All courses must be job related and approved by the Employer. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the employee's immediate supervisor and with the City Manager's office. All scheduled times of courses must be approved by the Chief and/or City Manager. Any situation, which in the discretion of the Chief would require a member's presence on the job shall take complete and final precedence over any times scheduled for courses.
- C. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Section.

- D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.
- E. Reimbursement for tuition will be made when the Employee presents an official certification, or its equivalent, and a receipt of payment from the institution confirming satisfactory completion of the approved course.
- F. Reimbursement of tuition may be made at one hundred percent (100%) with a maximum reimbursement per employee per year set at the beginning of each fiscal year by the City Manager based on budget constraints.
- G. Reimbursement will be eligible if the employee has:
  - 1. A grade of "C" or better, ("B" or better in a graduate level course.);
  - 2. A passing grade in a pass/fail course;
  - 3. In a "Test Out" course either number 1 or number 2 shall apply.
- H. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City:

Persons working on a Post Graduate/Masters Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.

Persons working on a Bachelors Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.

Persons working on an Associates Degree will reimburse the City if they leave within one (1) year after receiving reimbursement.
- I. These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.

## **ARTICLE 36 - STRIKES AND LOCKOUTS**

### **Section 36.1.**

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

During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation of services of the Employer during the life of this Agreement.

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

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate this article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

In the event of any violation of this article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

### **ARTICLE 37 - RETIREMENT**

Section 37.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the Employer.

Section 37.2. Retired employees shall be permitted to retain their department identification credentials. The Employer may exercise the option to stamp said credential with the term "Retired."

Section 37.3. Retired employees may retain one complete set of the department's formal uniform with all accessories (one pant, one shirt, dress jacket, nameplate, service stars and award ribbons), and service weapon. .

Section 37.4. Employees within twelve (12) months of retirement shall be allotted one (1) workday at department expense to travel to the Police and Fire Pension System and correlate any retirement related affairs.

### **ARTICLE 38 - SCOPE OF BARGAINING**

Section 38.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed unless the FOP is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or effects of the decision on bargaining unit employees as that bargaining obligation is defined by law.

### **ARTICLE 39 - COPIES OF AGREEMENT**

Section 39.1. The FOP/OLC will provide each covered employee, at no cost to the employee, a copy of this Agreement.

### **ARTICLE 40 - DURATION**

Section 40.1. This Agreement shall be effective as of August 1, 2020, and shall remain in full force and effect until midnight July 31, 2023.

Section 40.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement, and no later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 40.3. If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14(G)(11), the fact-finder and/or conciliator

shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to August 1, 2023.

### **ARTICLE 41 - PROMOTIONAL STANDARDS FOR SERGEANTS**

Section 41.1. All current bargaining unit members holding the rank of Patrol Officer applying for promotional consideration to the rank of Sergeant will be required to meet the following criteria. All dates refer to the date of the promotional test. Promotional testing procedures are detailed in the City of Bellbrook Police Department's General Orders.

Section 41.2. All such applicants must:

- A. Have completed five years of full-time service as a Patrol Officer;
- B. Have actively served as a Field Training Officer for the City of Bellbrook within the last three years;
- C. Have not been subject to any disciplinary suspensions for the last three years while employed with the City of Bellbrook;
- D. Be current in all training and certifications; and
- E. Have received positive evaluations for the last three years while employed with the City of Bellbrook.

Section 41.3. The Employer shall, in its sole discretion, determine if an applicant is qualified to sit for the Sergeant's test in light of the foregoing criteria. The Employer's judgment in that regard shall be final.

Section 41.4. Any or all of the foregoing may be waived by the Employer, in its sole discretion, if the applicant pool contains two or fewer Patrol Officers.

Section 41.5. Nothing in this Article shall limit the Employer's rights under Article 6 and 15 to hire new employees.

### **ARTICLE 42 - MERGER OF SERVICES**

Section 42.1. Should a merger of services occur with the City of Bellbrook and any other Government entity and the City becomes the jurisdiction of name either by retaining the name of "The City of Bellbrook" or by changing its name, all existing employees of The Bellbrook Police Department shall retain their jobs and benefits under the current agreement without being required to reapply for those positions.

Section 42.2. In the event formal merger discussions are started with another entity, the City of Bellbrook and the Union will meet to discuss the terms of a merger, upon written request of either party.

Section 42.3. In the event of a merger as described in section 42.1, a promotional test will be administered for all newly created sergeant positions. Current Bellbrook officers that are no longer



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in probationary status shall be eligible to participate in the promotional test. Officers from the other entity holding the rank of Sergeant will also be eligible to participate in the promotional test.

Section 42.4. All other officers from the other entity that are hired shall be hired at the rank of Police Officer.

**ADDENDUM “A” - PAY SCALES**

8/1/20 - 7/31/21: - 2 % increase

<i><b>SERGEANTS WAGES</b></i>	
<b>STEP</b>	
1	\$34.13
2	\$35.84
3	\$37.63
4	\$39.51
5	\$41.48

8/1/21- 7/31/22: 2.50 % increase

<i><b>SERGEANTS WAGES</b></i>	
<b>STEP</b>	
1	\$34.98
2	\$36.73
3	\$38.57
4	\$40.50
5	\$42.52

8/1/22 – 7-31-23: - 2.50 % increase

<i><b>SERGEANTS WAGES</b></i>	
<b>STEP</b>	
1	\$35.86
2	\$37.65
3	\$39.53
4	\$41.51
5	\$43.58

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorization representative

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CITY OF BELLBROOK:

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

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City Manager

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FOP/OLC, STAFF REPRESENTATIVE

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Chief of Police

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NEGOTIATING COMMITTEE

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NEGOTIATING COMMITTEE

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NEGOTIATING COMMITTEE