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An

AGREEMENT

between

THE CITY OF FINDLAY, OHIO

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(LIEUTENANTS)

Effective January 1, 2025

Expires December 31, 2027

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union", and the City of Findlay, Ohio, hereinafter referred to as the "Employer".

ARTICLE 2

PURPOSE and INTENT

2.01 The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit defined herein.

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive representative with respect to wages, hours, terms and other conditions of employment as provided by the Public Employees Collective Bargaining Law for full-time employees of the Police Department occupying the position of Lieutenant, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Unless expressly provided to the contrary by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of its Department of Police. Employers rights shall include, but are not limited to, the following: the right to (1) 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure; (2) direct, supervise, evaluate, or hire employees; (3) maintain and improve the efficiency and effectiveness of governmental operations; (4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; (6) determine the adequacy of the work force; (7) determine the overall mission of the Employer as a unit of government; (8) effectively manage the work force; (9) take actions to carry out the mission of the public employer as a government unit; (10) develop, revise, or eliminate work practices, procedures and rules in the operation of the Department of Police and to maintain discipline; (11) to determine work assignments and to establish, revise, or eliminate work schedules, locations or functions, consonant with Department needs; (12) to recruit, select and determine the number and qualifications of employees; (13) to establish basic and in-service training programs and requirements for upgrading the skills of employees; and (14) to take such measures as the Employer and Police Administration might determine necessary for the orderly and efficient operation of the Department of Police.

4.02 To the extent that the rights enumerated at Section 4.01 of this Article are specifically limited by other provisions of this Agreement, alleged violations of the terms of this Agreement are subject to the grievance and arbitration procedures found at Articles 37 and 38, respectively, of this Agreement.

ARTICLE 5

EMPLOYEE RIGHTS

5.01 An employee has the right to the presence of a Union representative of his/her bargaining unit, if

he/she so desires; and the right of cross examination of all witnesses at disciplinary hearings or at any other forum in which he/she is required to participate, including arbitration.

5.02 An employee who is to be questioned as a suspect in any criminal investigation of him/her shall be advised of his/her constitutional rights in that regard before any questioning may begin.

5.03 Before an employee may be charged with any violation of the City's Rules and Regulations or procedures and policy for a refusal to answer or participate in an investigation, he/she shall be advised that his/her refusal to answer questions, or to participate in any such investigation, may be the basis of such charge.

5.04 Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is on duty. In any event, the employee shall be compensated at the applicable rate of pay while he/she is required to participate in the interrogation or questioning. Interrogation sessions shall be for reasonable periods of time; and time shall be allowed during the questioning for rest periods and for other physical necessities.

5.05 The employee shall be informed of the nature of the investigation prior to any questioning. If the employee is a subject of the investigation, he/she shall be informed of the nature of the complaint (i.e., criminal or internal) precipitating the investigation to the extent known at the time of giving notice. The notice shall be provided at least twenty-four (24) hours prior to any investigatory interview of the employee, except in exigent circumstances.

5.06 The Employer may divulge the fact that a particular employee is under investigation, but unless required by law may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Union when, upon inquiry, the Employer divulges the fact that an employee is under investigation.

5.07 An employee who has been charged with a violation of any Rules and Regulations or policy and or procedures, shall, upon request, be provided the opportunity to inspect and to obtain written statements and any other materials as a condition to their use at an administrative hearing on such charge. Such request must be made at least forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived upon agreement of both the Employer and the Union in extenuating circumstances.

5.08 No hearing that might result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least three (3) workdays prior to the hearing, unless postponed for good cause.

5.09 If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal investigation or criminal court action.

5.10 Any employee brought in for an internal investigation has the right, upon request, to have a Union representative present.

5.11 If an employee is under internal investigation, and his/her civil rights or any rights conferred by this Agreement are violated, the violation shall be subject to the grievance procedure.

5.12 All investigations of employees from complaints shall be clearly marked as to the results of the investigation, e.g., unfounded, supported, etc.

ARTICLE 6

NO STRIKE; NO LOCKOUT

6.01 Since the service performed by the employees covered by this Agreement is essential to the public health, safety, and welfare, the Union agrees that neither it nor any of the employees subject to this Agreement shall take part in any strike, slowdown, walkout, work stoppage, concerted "sick" leave, or any other type of work interruption.

6.02 The Employer shall not lock out any employees covered by this Agreement during the term of this Agreement.

ARTICLE 7

DUES DEDUCTION

7.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer shall make the deduction from the next paycheck, providing that the employee will be working during that subsequent period.

7.02 The Employer agrees to supply the Union with a list of those employees from whom dues deductions.

7.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Ohio Patrolmen's Benevolent Association at the current address provided, within ten (10) work days after the date when the deductions were made.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which might arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that might arise.

ARTICLE 8

CREDIT UNION DEDUCTIONS

8.01 The Employer shall make payroll deductions for each employee for authorized amounts of deductions, to be sent to up to three (3) credit unions of the employee's choice, when requested to do so in writing by the employee.

8.02 The City Auditor shall make available to the credit union a list of such employees each bi-weekly pay period.

8.03 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which might arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that might arise.

ARTICLE 9

NON-DISCRIMINATION

9.01 The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. The Union and the Employer agree not to discriminate against any employee(s) on the basis of race, color, disability, religion, sex (including sexual harassment), sexual orientation, gender identity or expression, genetic information, national origin/ancestry, age (40+) and parental status.

9.02 The Union expressly agrees that membership in the Union is at the option of the employee, and that the Union will not discriminate with respect to representation between members and nonmembers.

9.03 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 10 RULES AND REGULATIONS

10.01 The Union agrees that its membership shall comply with Police Department and City of Findlay Rules and Regulations, including those relating to working conditions, conduct, and performance. The Employer agrees that Police Department and City of Findlay Rules and Regulations, which affect working conditions, conduct, and performance shall be subject to the grievance procedure.

10.02 If the Employer makes any changes to the Police Department Rules and Regulations, the Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the proposed effective date(s) of any such change(s), except in emergency situations. Written notification shall include the Section(s) being changed, and the text of the change(s). The Union may request to meet and discuss the proposed rules or policy within seven (7) calendar days of its receipt. If the Union does not respond within these seven (7) calendars day time frame, the Employer may assume that the Union does not wish to meet and discuss the proposed rule changes. If the emergency clause of this Section is invoked, then the Employer will provide the Union with written notification of the rules change(s) when the emergency has abated. However, upon request of Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures as soon as practicable after the Union's request to meet.

10.03 New work rules and changes in existing work rules, policies and procedures shall be reduced to writing and posted for employee review for a period of seven (7) calendar days before becoming effective. During this posting period, employees will sign an acknowledgement of having received and reviewed the work rule, policy, or procedure. If absent during the posting period, the employee will sign an acknowledgement upon his or her return to work. However, this provision does not limit the right of an Employer to implement a work rule prior to conclusion or the posting period if an emergency requires implementation of the work rule, policy or procedure sooner as provided in Section 10.2. The Employer shall provide access to such work rules, policies, and procedures to the employees.

ARTICLE 11 PROMOTION PROCESS

11.01 All promotions within the Police Department to the ranks of Captain and/or Police Chief, hereinafter referred to as the "Chief", shall be made consistent with the provisions of this Article, notwithstanding any Civil Service Ordinance, statute, or regulation that might be inconsistent with this Article.

11.02 The parties further agree that the provisions of the Labor Agreements between the Employer and the Union shall govern promotions within the Police Department to any rank higher than Lieutenant.

When a vacancy at the rank of Captain exists, and there is no extant Civil Service list, the City of Findlay Civil Service Commission will solicit, from among those occupying the rank of Lieutenant, Letters of Intent to sit for the promotional examination. The parties agree, however, that persons submitting Letters

of Intent to sit for the promotion examination to the rank of Captain shall be allotted a sixty (60) calendar day study period in advance of the examination. The examination shall be held as soon as possible after the conclusion of the sixty (60) day period.

If only one Lieutenant submits a Letter of Intent to sit for the examination, the promotion process in that instance shall be opened to Sergeants who have held that rank for at least three (3) years before submitting a Letter of Intent to sit for the Captain's examination.

The Civil Service Commission shall thereafter test for the rank of Captain and certify a resulting promotions list comprised of the names of Lieutenants who passed the examination. The promotion list that the Civil Service Commission shall provide to the Safety Director shall contain the names of persons having the top three (3) scores on the test. For purposes of this Article, the term "top 3 scores", means the top three (3) numerical grades, either percentage or raw score, depending on the method the test provider uses to mark the tests. If the third (3rd) scorer is tied with any other scorer, then the scorer to be considered will be in order of the tied scorer's respective seniority. The list shall be in order of total score, with the person(s) having the highest score(s) ranked first; and all other persons ranked in descending order according to their scores. Persons having the same score shall be ranked at the same number on the list.

No seniority points shall be assessed for the purpose of standing on any eligibility list for promotion to the rank of Captain. The list of eligible candidates for promotion to the rank of Captain shall contain only the names of those whose scores place them in the top three (3) scores, or among the next highest score(s) if more than one vacancy in the rank of Captain exists.

If only two (2) persons have passed the examination, those are the two (2) names that shall be considered for purposes of continuing the promotion process. If only one person has passed the examination, the Civil Service Commission shall solicit from all Lieutenants Letters of Intent to sit for the second promotion examination. Any person who submitted a Letter of Intent for purposes of the first examination, and who passed the first examination, would not be required to sit for the second examination; rather, that person's score on the first examination would remain and would be counted as the person's score on the subsequent examination. Any person who sits for a promotion examination to the rank of Captain is only required to pass one examination for a particular vacancy; and that score shall be counted among passing scores for the subsequent examination for that particular vacancy.

If no person has passed the second examination and there is only one (1) person who has a passing score on the first examination, and the Employer does not promote such candidate, the parties agree to meet in emergency session to petition jointly the Civil Service Commission regarding the quality of the examination, and to demand a new examination. The promotion process for purposes of the third examination would be opened to Sergeants who have held that rank for at least three (3) years before submitting a Letter of Intent to sit for the third examination.

When a vacancy at the rank of Police Chief exists, the City of Findlay Civil Service Commission shall solicit from among those occupying the ranks of Captain and Lieutenant Letters of Intent to sit for the promotion examination. A study period of sixty (60) calendar days between the announcement of the vacancy and the administration of the written examination shall be observed. The Civil Service Commission shall thereafter test for the rank of Chief and certify the resulting promotion list, comprised of the names of the Captain and Lieutenants who passed the examination.

Minimum Rule of Two: If only one (1) person from the ranks of Captain and Lieutenant submit Letters of Intent to sit for the examination, the promotion process in that instance shall be opened to Sergeants who have held that rank for at least seven (7) years before submitting a Letter of Intent to sit for the Chiefs

examination. The names shall be ranked in descending order by test score, which shall be either a percentage grade or raw score, depending on the method the test provider uses to mark the tests. All persons who passed the test for the rank of Chief shall continue in the selection process.

No seniority points shall be assessed for the purpose of standing on any eligibility list for promotion to the rank of Chief. The list of eligible candidates for promotion shall contain only the names of those who passed the test.

Except as indicated below in regard to Sergeants who have passed a particular examination for the rank of Chief, and as otherwise limited in this Article, any person who sits for a promotion examination for the rank of Chief is only required to pass one (1) examination for a particular vacancy; and that score shall be counted among passing scores for the subsequent examination for that particular vacancy. If a second promotion examination for the rank of Chief does not yield a total of two (2) candidates from that examination and the first examination, and the Employer does not promote such candidate, the parties agree to meet in emergency session to petition jointly the Civil Service Commission regarding the quality of the examination, and to demand a new examination. The subsequent examination would be subject to a sixty (60) calendar day study period before administering the examination(s); except that, if new study materials were required for any subsequent examination, a new sixty (60) calendar day study period would be imposed before the subsequent examination could be administered.

If the subsequent exam does not result in two (2) or more candidates, the employer may recruit applicants for an open competitive examination for Chief.

The recruitment information shall include language regarding the following qualifications for the rank of Chief: a minimum of a baccalaureate degree from an accredited college or university, with a major field of study in criminal justice, law enforcement, or a closely related field; a Master's degree is preferred; a minimum of fifteen (15) years of full-time law enforcement experience, including at least five (5) years full time experience of lieutenant or higher; current certification as a peace officer by the Ohio Peace Officer Training Commission, or eligibility to be so certified within less than a six (6) month refresher course.

11.03 A Promotion Board for the rank of Captain consisting of three (3) persons, shall be convened, and comprised of the following persons: (a) the Chief; (b) the Service-Safety Director; and (c) a Police Chief from a city of thirty thousand (30,000) or more population. For promotion to the rank of Chief, a Promotion Board consisting of three (3) persons shall be convened, and comprised of the following persons: (a) the Mayor (b) the Service-Safety Director; and (c) a Police Chief from a city of thirty thousand (30,000) or more population.

11.04 The Promotion Board for the ranks of Captain and Chief shall be appointed in the interim between solicitation of Letters of Intent to sit for the first examination for the vacancy and the date of the first examination.

The same Board would, in most circumstances, remain intact until a person is promoted. The Promotion Board for the rank of Captain shall develop its own procedures to evaluate the candidates fairly and adequately; to review personnel files; and to interview candidates; except that part of the interview process shall include evaluation of each candidate's management and supervision skills appropriate to the rank of Captain. The Promotion Board, in its discretion, shall determine the kinds of candidate assessment it shall use in its evaluation and interview process. In any event, the same standards and process shall be used to evaluate every candidate for promotion to the rank of Captain.

The Promotion Board for the rank of Chief shall develop its own procedures to evaluate the candidate

issues specific to the Police Department, the Committee shall meet with the Chief from time to time. The Union shall also appoint (4) four representatives of its choosing to the City- wide Safety Committee to discuss issues applicable to all City employees.

14.03 Any request for a safety and health-related meeting with the Chief, and proposed safety/health recommendations, shall be made in writing to the Chief, with a copy to the Service- Safety Director. The meeting shall be held at an agreed upon time between the parties.

14.04 In the event that safety and/or health matters cannot be resolved in meetings with the Chief, the Union may reschedule a meeting among the Safety-Safety Director or his/her designee, the Chief, and the Union Safety Committee in an attempt to resolve the matter(s) in question. If a matter cannot be resolved, the matter shall be forwarded to the Mayor, whose decision shall be final. The Chief and/or the Union may request the opinion of a third party who is qualified to provide advice on, and possible solutions to, the issue in contention. Costs of the expert/consultant's intervention shall be borne by the party requesting the opinion.

14.05 Accidents, which occur when an employee is driving an Employer owned vehicle, shall be investigated through the Police Department chain of command. If it is determined through this investigation that the accident was in whole or in part attributable to the employee's conduct, the matter will be referred to the Chief for proceedings under Articles 36 - 38 of this Agreement. The Chief shall not act upon the accident for disciplinary purposes until such time as the accident has been reviewed as provided in this section 14.05 and referred to the Chief for disciplinary action.

The parties agree that the time limit provisions of Article 36 as they relate to disciplinary hearings, will not apply to accidents. The Employer agrees that in the event a traffic citation is issued by the City to the employee as the result of any negligent conduct causing, in whole or in part, the accident, it will not issue disciplinary action under this agreement. Likewise, in the event a disciplinary action under this Agreement is issued to the employee as the result of negligent conduct causing, in whole or in part, an accident, the employee shall not be issued a traffic citation by the City for the same accident.

14.06 The Employer shall establish for all employees of the Police Department, and the immediate families of those employees, a confidential Employee Assistance Program (EAP) that is ready and available to respond to the immediate needs of the employees and their immediate family members.

14.07 For purposes of this Article, the term, "immediate family", means those persons to whom the employee is legally married, or to whom the employee is a natural, adopted, or step-parent; and who is listed as a beneficiary of any health care insurance that the Employer provides for the employee and such family members.

14.08 The Employee Assistance Program shall be administered by a private contractor, who shall provide triage, diagnosis, referral, and preliminary treatment or crisis intervention to employees and their immediate family members. Such services shall be for a variety of crisis or other problem issues that could affect the employee's performance on the job. The nature of the services to be provided shall be disclosed in a contract, which the Employer shall enter with an EAP provider, and on which the Union shall advise before the contract is executed.

14.09 The referral and treatment services that are described in this Section, but which are not directly provided by the EAP staff, shall be those which are covered by the health care insurance that the Employer provides; except that, that Employer shall underwrite the cost of EAP referrals and subsequent treatment that are made as the result of the employee's involvement in a critical incident while on duty.

ARTICLE 15

BULLETIN BOARDS

15.01 The Employer shall allow the Union to maintain one bulletin board in the Police Department within reasonable proximity of the department communication drawers. Employer shall retain the right to approve any such location which approval will not be unreasonably withheld. The Union shall be responsible for the maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material that violates the provisions of Section 15.02 of this Article.

15.02 No notices, memoranda, posters or other forms of communication shall be posted on the bulletin board if the material contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or its employees. The Union shall supply one copy each to the Chief and the Service-Safety Director when posting material.

ARTICLE 16

BALLOT BOXES

16.01 The Union shall be permitted, with prior notice to the Chief, to place a ballot box at a location agreed to by the Chief and the Union for members' voting on issues solely related to Union business. The box shall be the property of the Union; and the Employer shall neither inspect nor review the ballot box or its contents. The ballot box shall be removed as soon as practicable after voting has concluded.

ARTICLE 17

ANNUAL EVALUATION

17.01 Pursuant to Employer policy, every employee may be evaluated annually. The employee shall be given a copy of the evaluation at a meeting with his/her immediate supervisor. The employee shall be offered the opportunity to rebut any statement or other assessment of his/her job performance as it is described in the evaluation instrument. The performance evaluation must be reviewed by the upward chain of command, with each person in the chain of command adding comments, as appropriate, and signing the instrument before the instrument is photocopied and given to the employee. After the instrument is copied, no additions to it may be made. The evaluation instrument shall be forwarded to the employee's personnel file within the time limits stated in Employer policy.

ARTICLE 18

PERSONNEL FILES

18.01 The parties agree that, with some statutory exceptions, employee personnel files are public record. Every employee may review the contents of his/her personnel file, including those portions of the file that are not public record, at all reasonable times, upon request, either written or oral. A representative of the Employer must be present while an employee inspects his/her file. The employee may draft a signed and dated memorandum clarifying and explaining any statement contained in any document in his/her personnel file.

18.02 For purposes of progressive discipline, memoranda of disciplinary action shall not be considered according to the following schedule, provided there has been no intervening disciplinary action:

<u>Memorandum of Discipline</u>	<u>Not Considered After</u>
Oral reprimand	12 months
Written reprimand	18 months
Suspension, 1-4 days	36 months
Suspension	48 months

18.03 In the event the Employer receives a public records request for copies of the materials contained in an employee's personnel file, the employee will be advised of the request prior to the release of the records.

ARTICLE 19 COPIES OF BARGAINING AGREEMENT

19.01 The Employer shall provide to every member of the bargaining unit a copy of this Agreement. The parties agree to share equally the printing costs.

ARTICLE 20 OFFICE EQUIPMENT USE

20.01 With the Chief's advance approval, the Union shall have the reasonable use of Police Department office equipment.

ARTICLE 21 SICK LEAVE and LEAVE CHOICE

21.01 Sick leave shall be defined as absence from work, with pay, due to: (a) illness or injury to the employee; (b) exposure by the employee to a contagious disease communicable to others; (c) and/or illness, injury or death in the employee's immediate family.

21.02 Every employee shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked. There is no ceiling to the amount of sick leave that an employee may accumulate.

21.03 At least one hour before his/her shift is to begin, an employee who is absent on sick leave shall notify his/her immediate supervisor of such absence to be charged as sick leave each day he/she is to be absent.

21.04 Except as otherwise provided in this Agreement, sick leave may be used in segments of not less than one half (1/2) hour. Sick leave shall be paid out at the rate of one-half hour of sick leave pay for each one-half hour of scheduled work missed.

21.05 In the event that the use of sick leave is due to injury sustained while the employee was working for an employer with Workers' Compensation coverage other than the City of Findlay, any Workers' Compensation benefits shall be assigned to the City of Findlay as a condition precedent to any sick leave payments under this Article.

21.06 Before an absence may be charged against accumulated sick leave, the Chief may, in his discretion, require satisfactory proof of the employee's illness or injury; or illness, injury, or death of the employee's immediate family member. The Employer or the Chief may order the employee to be examined by a physician designated and paid by the Employer. If an employee is absent for more than three (3) workdays, the employee must supply a physician's excuse to be paid for sick leave, unless the Chief waives this provision.

21.07 If an employee fails to submit adequate proof of illness or injury to him/herself or an immediate family member, or death of an immediate family member, when ordered to do so; or if an ordered medical examination does not, in the Chiefs discretion, substantiate the employee's claim of illness or injury sufficient to justify absence from work, the employee's absence from work may be considered unauthorized, shall be without pay, and could lead to disciplinary action, pursuant to Article 36 of this Agreement.

21.08 Any abuse or patterned use of sick leave shall be just cause for disciplinary action. Use of sick

leave more than five (5) times (that is, five separate incidents, and not necessarily five (5) consecutive days) in any twelve (12) month period shall result in disciplinary action according to the following schedule:

<u>Number of Absences</u>	<u>Disciplinary Actions</u>
5 occasions	Oral reprimand, with memo in personnel file
6 occasions	Written reprimand
7 occasions	3 day suspension
8 occasions	10 day suspension
9 occasions	20 day suspension
10 occasions	Termination

Any absence accompanied by a valid physician's statement justifying the absence shall not be considered an "occasion" of sick leave. An "occasion" for purposes of this paragraph shall mean an individual utilization of sick leave as defined in Section 21.01, regardless of the number of hours involved (e.g., one (1) day or five (5) consecutive days would be one (1) "occasion" of sick leave.) Any time an employee reports back to work, that "occasion" of sick leave use ends.

21.09 The Chief may require an employee who has been absent due to his/her own serious personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, in order to determine that the employee can fully perform his/her duties without extraordinary accommodation; and that his/her return to duty will not jeopardize the health or safety of other employees.

21.10 When an employee uses sick leave due to illness or injury in the employee's immediate family, "immediate family" shall be defined by Article 23.03. The employee must help care for the family member.

21.11 At the time of separation from employment with this Employer, an employee (or his estate if he dies before retirement) who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, shall be entitled to receive a cash payment at his hourly rate of pay at the time of retirement in accordance with the following schedule:

<u>For Employees Hired on or before</u>		<u>For employees hired after</u>
<u>December 31, 2012</u>		<u>December 31, 2012</u>
First 960 hours	25%	25% up to 1,920 hrs
Second 960 hours	50%	
Over 1,920 hours - all sick leave	50%	

The accumulated sick time shall be paid at the employee's regular rate of pay at the time of his/her retirement or death before retirement.

In order to secure the payment of unused sick time according to the schedule described in this Section, the employee shall be required to notify the Chief and the Service-Safety Director of the employee's intention to retire. The notice must be given at least thirty (30) calendar days in advance of the projected retirement date. Any such payment of sick leave pursuant to this paragraph shall eliminate all of the employee's accrued but unused sick leave.

If an employee is killed in the line of duty, and the death is classified as a line of duty death by the appropriate pension system, the estate of the employee shall receive payment for one hundred percent (100%) of the employee's sick leave balance as quickly as possible in relation to the pension system's classification of the employee's death, regardless of years of service.

22.06 An employee's sick leave that extends beyond four (4) work weeks shall trigger the requirement that the employee complete the appropriate FMLA leave request forms-within a reasonable time.

22.07 An employee on FMLA leave shall be obligated to pay the employee's share of Employer-provided health care premiums, if any, three (3) calendar days prior to the first regular pay day of each month. The Employer shall cease to pay its share of the premium if the employee's payment is more than thirty (30) calendar days late.

ARTICLE 23 BEREAVEMENT LEAVE

23.01 In the event of a death in an employee's immediate family, the employee shall be granted up to three (3) workdays from the date of death to the funeral without loss of pay, vacation, Holivac, or accumulated sick leave. Should notification of death be received during working hours, the employee shall also receive, with the consent of his/her immediate supervisor, the balance of that shift off, without loss of pay, vacation, Holivac, or accumulated sick leave, in addition to the funeral leave.

23.02 The Union acknowledges that funeral leave will be granted for the purpose of permitting the employee to attend the funeral and to take care of any related matters.

23.03 For purposes of the Article, "immediate family" shall be defined as spouse, person residing with the employee as a spouse (Must be approved at the discretion of the Chief), natural child, adopted child, step-child, parents, step-parent, grandparents, sibling, parents-in-law, sibling-in-law, son-in-law, daughter-in-law, or grandchildren of the employee. Immediate family will also apply to a person(s) with whom the employee has legal court ordered guardianship over.

23.04 Additional time off, for a death in the immediate family, shall be given with the consent of the Chief, and shall be deducted from vacation or accumulated sick leave.

23.05 In the event of a death of a member of the employee's extended family occurs, the employee shall be granted one (1) workday without loss of pay for the purpose of attending the funeral, which shall be deducted from the employee's sick leave bank. For the purposes of this paragraph, "extended family" shall be defined to include the employee's aunt, uncle, cousin, and grandparent-in-law.

ARTICLE 24 HOLIDAYS AND VACATIONS - HOLIVAC

24.01 Each employee assigned to the "5-8" plan shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "Holivac":

<u>Completed Years of Service</u>	<u>City Holidays per Year</u>	<u>Earned vacation per Year</u>	<u>Holivac per year Days/Hours</u>	<u>Holivac per Pay Period.</u>
0	12	2	14 (112)	4.3077
1-7	12	12	24 (192)	7.3846
8-14	12	17	29 (232)	8.9231
15-21	12	22	34 (272)	10.4615
22 or more	12	27	39 (312)	12.0000

Each employee assigned to the "5-8" plan shall be awarded an additional eight (8) hours Holivac each January 1st during the term of this Agreement.

Additionally, each employee assigned to the "5-8" plan shall be awarded an additional twenty- four (24) hours of Holivac each January 1ST during the term of this Agreement. These hours may be used as three (3) personal days and its use will be monitored by the employer. The approval of using leave is subject to the operational needs of the Department, but supervisors should make every effort to approve the time. When making notification for use, the requesting employee must indicate that it is a personal day off on the time off card and the request must be made at least 1 hour prior to the start of the employee's scheduled shift. Personal days shall not abut prior approved Holivac, Comp time or the use of sick time, unless approved by the Chief. Personal days cannot be used on a City observed holiday, during any Critical Incident defined in the Department's Emergency Operations Plan, or on a scheduled Department training day, unless approved by the Chief. Approved personal leave shall be considered as time worked in the computation of overtime.

24.02 Each employee who is assigned to the "4-10" plan shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "Holivac:"

<u>Completed Years of Service</u>	<u>City Holidays per Year</u>	<u>Earned vacation per Year</u>	<u>Holivac per year Days/Hours</u>	<u>Holivac per Pay Period.</u>
0	12	2	14 (140)	5.3846
1-7	12	10	22 (220)	8.4615
8-14	12	14	26 (260)	10.0000
15-21	12	18	30 (300)	11.5385
22 or more	12	22	34 (340)	13.0769

Each employee assigned on the "4-10" plan shall be awarded an additional ten (10) hours Holivac each January 1 during the term of this Agreement.

Additionally, each employee assigned to the "4-10" plan shall be awarded an additional thirty (30) hours of Holivac each January 1st during the term of this Agreement. These hours may be used as three (3) personal days and its use will be monitored by the employer. The approval of using leave is subject to the operational needs of the Department, but supervisors should make every effort to approve the time. When making notification for use, the requesting employee must indicate that it is a personal day off on the time off card and the request must be made at least 1 hour prior to the start of the employee's scheduled shift. Personal days shall not abut prior approved Holivac, Comp time or the use of sick time, unless approved by the Chief. Personal days cannot be used on a City observed holiday, during any Critical Incident defined in the Department's Emergency Operations Plan, or on a scheduled Department training day, unless approved by the Chief. Approved personal leave shall be considered as time worked in the computation of overtime.

24.03 All Holivac hours must be earned before being used.

24.04 The Union and the Chief shall determine the Holivac schedule applicable to employees. Upon approval of the Chief or designee, Detectives shall not be required to use Holivac on dates the courts are closed, provided that no overtime cost is incurred on these days.

24.05 An employee can choose to use his/her Holivac hours when he/she has exhausted his/her sick and vacation leave during a leave of absence from work due to illness or injury, but will not be required to do so.

24.06 An employee discharged for cause, other than lack of work or abolishment of job, shall not be entitled to any payment as consideration for accumulated Holivac. Any employee, who leaves the employ

26.03 The maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows:

Employer's Share 90%
Employee's Share 10%

Employees hired prior to January 1, 2013 may choose to enroll in either the HDHP or the Core Plan. The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to equal or greater than the current practice through 2027.

Employees hired on or after January 1, 2013 may only choose to enroll in the "high Deductible Plan" (HDHP) which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the ten (10%) percent premium contribution limit, employees must participate in the Employer's Wellness Program. If an employee does not participate, the Employer's share of the premium contribution for the HDHP shall be eighty (80%) percent not ninety (90%) percent and the employee's share shall be twenty (20%) percent not ten (10%) percent. The Health Insurance Committee will be responsible for developing participation criteria for earning the lower premium contributions. The developing of Wellness Program participation criteria shall encourage and reward healthy behavior and goal setting. For 2025 2027, the only Wellness Program participation requirements will be to participate in the open enrollment process and to complete a wellness exam before November 1st of the year preceding.

26.04 In the event health insurance costs increase by more than ten (10%) percent the Employer reserves the right to make plan design changes to lower the overall increased cost of the plan to ten (10%) percent. The Employer will be required to share any proposed changes with the Health Insurance Committee and seek input from the Health Insurance Committee prior to implementing any changes.

26.05 Employees will contribute the cost of the optional dental program, if they elect the coverage, as follows:

Employer's Share 90%
Employee's Share 10%

26.06 The employee's share of the cost of providing hospital/medical, dental, or vision coverage shall be deducted from the payroll of each participating employee bi-weekly.

26.07 An eligible employee's coverage under this plan shall become effective on the date the employee has completed the waiting period under the plan provided he/she agrees to make a required contribution and makes written application to the Plan Administrator for coverage within thirty-one (31) days of that date. Coverage provided under the plan for the covered employees shall be in accordance with the employee's eligibility, effective date and termination provisions included herein and coverage classification (if any) under the plan.

All coverage under the plan shall begin at 00:01 hours on the date such coverage is effective. Coverage shall be effective the first of the month following or coincident with the completion of a thirty (30) day waiting period.

26.08 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department, eight (8) representatives from the

27.05 Employees serving as Patrol Division Lieutenant shall be paid an allowance of five-hundred dollars (\$500.00) per year for civilian dress clothing. Lieutenants newly assigned to Special Services and Detective Division shall be allowance seven hundred fifty (\$750.00) dollars at the beginning of the assignment, and seven hundred fifty (\$750.00) dollars after having served as the Detective Division Lieutenant or Special Services Lieutenant for 6 months. An employee who has served for at least one year in Special Services and Detective Division Lieutenant shall be allowed one thousand five hundred dollars (\$1,500.00) per calendar year for civilian clothing and footwear, and two hundred (\$200.00) per calendar year for uniforms, duty footwear, and duty gear. The civilian clothing allowance shall be paid during the first pay period of February in each year of this Agreement.

27.06 Lieutenants shall be entitled to receive a monthly cell phone allowance in the amount of Forty-eight (\$48.00) dollars per month for a basic plan.

ARTICLE 28 CLEAN UP TIME

28.01 An employee may, at his/her option, be excused early or toward the end of his/her work shift when necessary, to clean up due to duty-related activity.

28.02 An employee exercising this option must first obtain the permission of his/her immediate supervisor. Overtime used pursuant to this Article is subject to the advance approval of the Chief or his/her designee.

ARTICLE 29 OVERTIME PAY AND COMPENSATORY TIME

29.01 An employee who works more than forty (40) hours in any calendar week shall be paid for the extra hours at one and one-half (1 ½) times the employee's regular hourly rate of pay.

29.02 An employee who is eligible for overtime may take compensatory time ("Comp Time") instead of overtime pay for overtime work. The compensatory time shall be allotted in the same way as is overtime pay (time-and-a-half). Any employee may cash in accumulated compensatory time up to forty (40) hours total in June and forty (40) hours in December for each year of the Agreement. The Employer will provide for a Comp Time conversion form for cash-in purposes. When an employee retires or voluntarily leaves the Employer's employ, unused accumulated compensatory time shall be paid as cash. An employee may accumulate up to one-hundred sixty (160) hours of Comp Time.

29.03 Comp Time may be used in increments of no less than one hour, and may be used at any time; providing that the employee submits a Comp Time request reasonably in advance of its use; and provided that there is sufficient staffing, as the Chief determines. Comp Time used shall be considered as time worked in the computation of overtime. Comp Time off requests that are denied shall be denied in writing.

29.04 As much as practical, approval of Comp Time shall be granted on a first come, first served basis. If two (2) or more requests for the same time period are submitted, seniority shall prevail, when practical, as determined by the Chief, based on Department needs.

29.05 Overtime allotted under this Article shall be scheduled or granted on the approval of the Chief or his/her designee.

29.06 Notification and approval of all extra jobs shall continue according to practice. Extra duty work that is paid at the overtime rate shall be assigned by rank seniority, then department seniority. Extra duty that is paid at the extra duty rate of pay by a third party shall be assigned upon department seniority as a full-time patrol officer. Off duty, third party work will be contracted directly between the employee and the contracting party. Such work will not be paid by the employer.

29.07 Approved, paid leave time shall be considered as time worked in the computation of overtime.

29.08 All shift differential earned during overtime hours will be paid at shift differential time-and-a-half (1 ½) or double time, regardless if taken in overtime pay or comp time.

ARTICLE 30 CALL-IN PAY

30.01 Any employee who is called in to work during off-duty hours; or who is required to appear in court or to appear before the Prosecutor at a time when the employee is not on duty, shall be paid at least three (3) hours at one and one-half (1 ½) times his/her regular hourly rate of pay. No hours worked or paid under this provision shall be counted as hours worked as part of the employee's regular forty (40) hour workweek. An employee invoking this Section must have worked forty (40) hours, as scheduled, to be eligible for such call-in pay. If an employee is off duty for previously scheduled Holivac or Comp Time, and they are called in for a Prosecutor meeting, court subpoena, or an emergency call back to duty will be compensated at the call-in pay rate, or the employee may elect to have their time off adjusted so that the hours worked are credited to their accrual bank.

30.02 There shall be no duplication of overtime during the same three (3) hour call in period.

30.03 Members of the Crisis Management Team that are activated for a critical incident shall be compensated at a rate of two (2) times his/her regular hourly rate of pay for the incident. If the employee is not on regular duty, then the three (3) hour call-in minimum applies. For an employee who was already working at the time of the activation, then the double time applies only to the time that the employee is actively assisting with the incident. It does not apply to the employee's full shift.

ARTICLE 31 LONGEVITY

31.01 Each employee-who has completed seven (7) years through ten (10) years of continuous service with the Employer shall receive a longevity payment of one (\$1.00) dollar per hour.

31.02 Each employee who has completed eleven (11) through fifteen (15) years of continuous service with the City shall receive a longevity payment of one dollar and twenty-five cents (\$1.25) per hour.

31.03 Each employee who has completed sixteen (16) through twenty (20) years of continuous service with the City shall receive a longevity payment of one dollar and fifty cents (\$1.50) per hour.

31.04 Each employee who has completed twenty-one (21) years or more of continuous service with the Employer shall receive a longevity payment of one dollar and seventy-five cents (\$1.75) per hour.

ARTICLE 32 WAGE SCHEDULE

32.01 Effective at the beginning of the first full payroll period in January, 2025 through the full pay period that includes December 31, 2028, the employee shall receive fifteen percent (15%) over the top

Sergeant rate of pay based on Article 35 of the Sergeants contract.

32.02 The Employer shall continue to provide a tax-deferred compensation plan for pension contributions, as approved by the Ohio Police and Fire Pension System and United States Internal Revenue Service Regulations.

32.03 **Educational incentive allowance:** An employee who has earned a Police Science, Law Enforcement, Criminal Justice, Public Administration or other degree approved by the Chief and Service-Safety Director shall be paid, in the first pay period in March, the following allowance:

Associate's degree	\$400
Baccalaureate degree	\$800
Master's degree	\$900

The employee shall be paid only the single allotment amount corresponding with the highest degree earned. No compounding of allotment will be permitted.

32.04 The employee who actually works the afternoon shift (2nd shift) (1400 hrs. to 0001 hrs.) and night shift (3rd shift) (2100 hrs. to 0700 hrs.) shall be paid a, **One dollar and Sixty cents (\$1.60) per hour.** **Shift differential will not apply to 3-hour call in.**

32.05 Any employee designated by the Employer as a certified instructor shall receive an additional five dollars (\$5.00) per hour for each hour, or part of an hour, actually spent conducting in-service training on the topic that they are certified on.

32.06 The Crisis Management Team Commander and the Emergency Response Team Tactical Commander, which have been selected by the Command Staff, shall be paid a one-time yearly allotment of one thousand nine hundred and fifty (\$1,950.00) dollars and nine hundred and seventy-five (\$975.00) dollars, respectively. This payment shall occur in the first pay period of March. Should a change in personnel occur after the allotment has been paid, then the incoming Commander will not be paid an allotment until March of the following contract year.

ARTICLE 33 SUBSTANCE TESTING AND ASSISTANCE

33.01 All employees are subject to drug and alcohol testing pursuant to the policy, which is attached to this Agreement, and is incorporated as part of this Agreement by reference to the attached Substance Abuse Testing policy statement.

33.02 Additionally, all employees are also subject to random drug testing up to three (3) times per year.

ARTICLE 34 HEADINGS

34.01 The parties agree that the use of headings before Articles is for convenience only; and that no heading shall be used in the interpretation of any Article, or affect interpretation of any Article.

ARTICLE 35 GENDER-NEUTRAL PRONOUNS AND PLURALS

35.01 Unless a specific named person is referred to in this Agreement, every pronoun, singular and plural, shall be gender-neutral.

37.02 The grievance procedure has specific steps and time limitations. If the steps are not followed, or if the grievance is not brought or does not proceed within the stated time limits, the grievance shall be considered void. If the grievance is not responded to within the specified time limits, it shall move to the next step. Time limits exclude vacation, Holivac, and sick leave. Time limits may be extended, or steps waived, by mutual consent of the parties, in writing. For purposes of this Article, a "working day" is defined as a calendar day, but excludes Saturdays, Sundays, or Employer holidays.

37.03 An employee and his/her Union representative(s) shall be allowed time off from regular duties, with pay, for attendance at meetings scheduled pursuant to the Grievance Procedure, with prior approval of the Chief. The Chief shall grant approval for time off with pay to attend to Union business if the approval can reasonably be given, taking into account emergent circumstances and staffing levels.

37.04 All grievances shall be administered according to the following procedure:

Step 1:

The employee must submit a written grievance to the Chief within ten (10) working days after the event(s) giving rise to the grievance has/have occurred. The written grievance must contain:

- a. A statement of the nature of the grievance.
- b. The provision(s) of this Agreement alleged to have been violated.
- c. The time, date, and place of the claimed violation(s).
- d. The employee's proposed fair solution to the grievance.
- e. The employee's signature and date of submission.

When two (2) or more employees believe a violation has occurred, one grievance may be written for the affected employees. At least one (1) affected member of the bargaining unit shall sign the grievance and shall attach a list of all additional affected employees to the grievance.

37.05 The Chief shall respond to the grievance, in writing, within ten (10) working days after having received the grievance. The Chiefs written response shall:

- a. Agree with or deny, in whole or in part, the assertions upon which the grievance is based.
- b. Include a proposed remedy or adjustment, if any is to be made. A time limit in which the remedy shall be completed must be stated.
- c. Include the Chiefs signature and date of reply.

Step 2:

If a grievance is not settled at Step 1, the aggrieved party may, within ten (10) working days after having received the Chiefs answer, submit copies of the written grievance to the Service-Safety Director. The submission at Step 2 shall include a typed cover letter, signed by the grievant, identifying the submission as a Step 2 grievance. The Service-Safety Director may make any additional investigation either might deem necessary. The Service-Safety Director shall schedule a grievance meeting within ten (10) working days after the grievance at Step 2.

If the Step 2 grievance concerns proposed disciplinary action, the typed cover letter to the Safety Director must indicate that the issue at Step 2 is discipline. Submission shall include any documents related to the

bargaining unit member who is called as a witness shall not lose pay or any benefits to the extent that such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

38.07 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 39 DELAYED RETIREMENT OPTION PROGRAM

39.01 The parties agree that Ohio Police and Fire Pension Fund Deferred Retirement Option Plan (hereinafter "DROP"), established pursuant to §§ 742.42, 742.44, 742.441, 742.443, 742.444, 742.445, 742.446, and 742.447 of the Ohio Revised Code, shall be available to any employee who wishes to participate, and shall be governed by the Rules established by the Pension Fund. There shall be no changes in the terms and conditions of employment for officers who elect to participate in DROP.

ARTICLE 40 TRAINING

40.01 The Employer and the Union shall make a concerted effort to improve Police Department in-service training.

40.02 The Employer and the Union recognize three (3) tiers of in-service training:

- a. Voluntary optional training - that which an employee obtains outside of his/her work hours, not on Employer time or at Employer expense, from providers and at sites apart from the Police Department.
- b. Mandatory in-service training - that which the Employer or the State of Ohio requires to maintain certification as a peace officer or to enhance an Officer's skills, or to train Officers in new skills.
- c. Job-specific in-service training - that which the Employer offers to employees to acquire specialized job- or assignment-specific skills, which are required of employees when assigned to specialized operations or tasks, and which involve instruction beyond that offered to all employees in mandatory in-service training.

40.03 The Employer agrees to offer mandatory in-service training and job-specific in-service training on Employer time and at Employer expense. Any employee may request voluntary optional training opportunities. In the Chiefs sole discretion, the requesting employee might be granted permission to attend voluntary-optional in-service training while on duty; and the Officer's fees, mileage, and expenses, or a portion of them, may be paid by the Employer, if the Chief decides that it is in the Employer's interest to do so.

40.04 The Employer and the Union agree that, if an employee has obtained specialized job- specific in-service training; or if an employee has such specialized job-specific training when he/she is hired by the Employer, the Employer has no obligation to maintain the employee's certification, or to offer training in order for the employee to receive specialized training, unless the employee is, at the time he/she requests such training, assigned to a specialized Unit or assignment which requires such job specific training, notwithstanding the general prohibition in this Section, if the Chief believes that it is in the Employer's interest to do so.

40.05 The Employer agrees to designate a specifically trained sworn Officer as Training Coordinator.

ARTICLE 41

RESIDENCY REQUIREMENT

41.01 Within six (6) months after date of hire, every employee of the Police Department is required to establish physical residence in Hancock County or in any county contiguous to it. Every employee of the Police Department must maintain physical residence in Hancock County or any county contiguous to it throughout the term of his/her employment with the Police Department.

41.02 The Chief and the Service-Safety Director shall determine whether to grant any exception to the residency requirement, or extension of time to comply with it, upon written request of the employee seeking the exception or extension.

41.03 For purposes of this Article, "physical residence" shall be defined as the place where the employee actually lives and sleeps, and the place considered to be the employee's usual home or domicile. The term, "physical residence", does not mean only a mailing address or telephone forwarding or answering site.

41.04 Every employee of the Police Department must have a form of telephone service.

41.05 Every employee of the Police Department is required to inform the Chief and the City Auditor whenever the employee changes his/her residence address of telephone number.

ARTICLE 42

CONFORMITY TO LAW

42.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws; and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

42.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision had not been included in this Agreement.

ARTICLE 43

APPENDICES AND AMENDMENTS

43.01 All appendices and amendments to this Agreement shall be reduced to writing, dated, and signed by the parties to this Agreement; and shall be subject to the provisions of this Agreement, unless the amendment(s) specifically supersedes existing terms of this Agreement.

ARTICLE 44

TOTAL AGREEMENT

44.01 This Agreement represents the entire agreement between the City and the Union; and unless specifically and expressly modified by the provisions of this Agreement, all rules, regulations, benefits and practices of the Employer, which were previously and are currently in effect, may be modified or discontinued at the sole discretion of the Employer; provided that the Employer gives the Union 14 (fourteen) calendar days' advance notice, except in emergency situations.

ARTICLE 45

DUTY WEAPON

45.01 Any employee who retires after twenty-five (25) years of law enforcement experience shall be entitled to purchase their duty weapon for the sum of one dollar (\$1.00). All purchases must comply with State and Federal Laws.

ARTICLE 46

DURATION

46.01 This Agreement shall become effective January 1, 2025, with the exception of any Sections of this Agreement which have a specific time span; and shall continue in full force and effect, along with any amendments made and annexed hereto, until 12 o'clock midnight, December 31, 2027.

46.02 Any pay or accrual related items within this Agreement starts with the first full pay period in January of each year.

ARTICLE 47

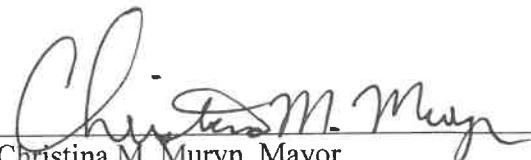
EXECUTION

47.01 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 2nd day of January, 2025.

FOR THE UNION:

FOR THE EMPLOYER:



Ohio Patrolmen's Benevolent Association


Christina M. Muryn, Mayor


Ohio Patrolmen's Benevolent Association


Rob Maritn, Service Safety Director

Ohio Patrolmen's Benevolent Association


Donald Rasmussen, Law Director
Approved as to Form