

**FINAL AGREEMENT
BETWEEN
CITY OF CHILLICOTHE
AND
THE FRATERNAL ORDER OF POLICE
FIRST CAPITAL LODGE #59**

SERB Case # 2023-MED-09-0823

**Effective 7:00 A.M. January 1, 2024
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ARTICLE 1

AGREEMENT

Section 1.1 This Agreement is between the City of Chillicothe, Ohio, hereinafter referred to as the "City" and Fraternal Order of Police, First Capital Lodge Number 59, hereinafter referred to as the "Association," "Lodge," "Union", "FOP", "OLC," "Ohio Labor Council," "Labor Council," or "FOP/OLC" and 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 other conditions of employment for those employees included in the bargaining units as defined herein.

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

Section 1.2 The parties acknowledge that during the negotiations which resulted in the 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. The parties may be required to bargain mid-term as required under R.C. 4117. Any changes/amendments to the collective bargaining agreement shall be reduced to writing.

Section 1.3 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any court or tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement and they shall remain in full force and effect. The parties agree that if a portion or provision of this Agreement becomes invalid, then the parties shall meet within thirty (30) days to attempt to correct or change the invalid portion so that it is in accordance with the law or tribunal of competent jurisdiction.

Section 1.4 The terms of this Agreement shall be binding on the parties and may not be amended or altered by City ordinance or resolutions. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the Mayor on behalf of the City, and signed by the negotiating committee on behalf of the Union.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the First Capital Lodge #59 as the sole representative and exclusive bargaining agent to represent all full-time Police Officers, Police Sergeants, dispatchers, and all clerks who work solely at the Police Department's Records Division. It is also understood that it shall exclude all full-time Police Officers above the rank of Sergeant, all probationary employees, all temporary employees, all part-time employees, all seasonal employees, and all emergency employees.

Section 2.2 In the event of a new classification created within the City of Chillicothe Police Department, the City agrees to notify the Union within seven (7) days of the creation of the new classification. Within seven (7) days after the notice, both parties agree to sit down for the purpose of determining whether or not the newly created classification is to be included in the bargaining unit. Should the parties fail to agree on the inclusion or exclusion of the newly created classification into the bargaining unit, the City and the Union agree to apply to the State Employment Relations Board for a decision. The decision by the State Employment Relations Board shall be binding and final.

Section 2.3 The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any bargaining unit employee during the length of this Agreement, with the purpose to eliminate such employee from the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

Except to the extent otherwise limited or modified by the Agreement, the management and direction of the affairs of the City as outlined in R.C. 4117.08 are retained by the City. This includes, but is not limited to the following:

- A. Perform all duties required by the City by the Statute or ordinance, or department regulations.
- B. Determine the safety operations of the Police Department in accordance with reasonable municipal standards of Police Department Operations.
- C. Set standards of service to be offered to the public.
- D. Exercise control and discretion over the Police Organization.
- E. Determine the methods by which work is to be performed, the number of employees required, and the amount of City resources to be committed.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may file a grievance as defined herein based on the collective bargaining agreement.

ARTICLE 4

DUES DEDUCTIONS

Section 4.1 The Ohio Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.

The City agrees to deduct membership dues at the rate certified by the Ohio Labor Council. One (1) month's advance notice must be given to the City prior to making any changes in the rate. The employee shall give written authorization for voluntary payroll deduction of the dues and the City shall withhold those dues and forward them to the First Capital Lodge #59, once per month. Upon written authorization, the dues shall continue for a minimum of twelve (12) months unless the employee ceases to be a member of the bargaining unit. The twelve (12) months shall renew without any further notification by the employee.

Section 4.2 The City agrees to deduct regular Union membership dues and any fees or assessments implemented by the Union from the pay of any employee eligible for membership in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Authorization for Dues Deduction Form and will also provide a copy to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the City. Although an employee may exercise his right to membership, no employee shall have the right to challenge through the grievance procedure any removal action, occurring while an employee is serving his probation period. The Union shall be responsible for providing the form to employees.

Section 4.3 The City assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4 The City shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 4.5 The City shall not be obligated to make dues, fees or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 4.6 It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions. If a claim of error is made to the City, in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no

other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.7 Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, subject to Section 4.4, unless an eligible employee provides written notice (which can be provided through electronic means) that he/she wishes to terminate membership in the Union and is revoking the dues check-off authorization. Upon receipt of such notice the City will cease deduction of Union dues effective the pay period following the pay period in which the written dues deduction revocation was received by the City. Not more than fourteen (14) days after receipt of the employee's notification to terminate Union membership and revocation of dues authorization the City shall forward a copy of the same to the Union either in hard copy or electronically. All dues, fees and assessments shall cancel upon the termination date of this Agreement, unless the parties mutually agree otherwise.

Section 4.8 Upon the request during the first pay period in January and July each year the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Said roster may be provided electronically or in hard copy and can be provided directly to the FOP/OLC office or through the Staff Representative.

Section 4.9 The Employer shall notify the FOP/OLC of all newly hired employees within thirty (30) days of their hire. Said notification can be electronic or in hard copy and can be made directly to the FOP/OLC office or through the Staff Representative.

Section 4.10 The FOP/OLC hereby agrees that they will indemnify and hold the City harmless from any claims, actions, or proceedings by an employee or the Labor Council arising from deductions made by the City pursuant to this article, except the non-payment of funds deducted from the employee's pay.

ARTICLE 5

REPRESENTATION

Section 5.1 With prior approval of the Chief of Police or designee, representatives of the FOP/OLC shall be admitted to the City facilities for the purpose of processing grievances and to attend meetings.

Section 5.2 The City shall recognize five (5) bargaining unit members representing the bargaining unit designated by the FOP/OLC to act as FOP/OLC Associates (also may be referred to as stewards) for the purpose of processing grievances and handling contract issues that occur on a day-to-day basis. The Associates shall be granted reasonable release time to attend to Union and Agreement matters within their capacity, while in the City of Chillicothe only. During the release time, the Associate may be called back and will report to duty to perform police work. Such release time shall be with the same benefits as if the Associate were working and on duty. The release time shall not be unreasonably denied, nor shall the Associates devote unnecessary City paid time to these functions. No functions of the Associate on release time will be considered overtime hours. Associates taking release time must first obtain the approval of their immediate supervisor, and may be granted based on operational demands.

Section 5.3 The FOP/OLC shall provide the City with a roster of Associates which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. FOP/OLC position held

The City shall recognize no bargaining unit member as a FOP/OLC Associate until the FOP/OLC has presented the City with written certification of that person's selection.

Section 5.4 Prior to entering any work area other than his/her own work area, and prior to engaging in any representational activities provided for in this section, the Associate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity he/she is to perform. Time for representational activities provided for in this section may be granted based on operational demands.

Section 5.5 The FOP/OLC agrees that no representative or Associate of the FOP/OLC, either employees or non-employees of the City, shall interfere with, interrupt, or disrupt the normal work duties of the employees.

Section 5.6 The FOP/OLC shall be permitted, without cost, to utilize the City's intra-departmental mail system for the purpose of communicating with members of the bargaining unit. Confidential mail shall be marked as "Confidential" and shall be treated as such. The FOP/OLC agrees that the use of intra-departmental mail shall be limited to the normal conduct of business. All mail that is placed in the intra-departmental mail system shall be the property of whom it is addressed and shall not be subject to review by others.

Section 5.7 With prior approval from the Chief of Police or designee, the FOP/OLC shall be permitted to place ballot boxes in the work place for the purpose of collecting employee's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the City or other non-bargaining unit members.

Section 5.8 Local meetings of the Chapters or Committees of the Association as they pertain to the administration of the collective bargaining unit will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of the participants on the day in question.

Section 5.9 Duly elected Association delegates or alternates to the annual or biennial convention, seminars of the Association, State Executive Board Meetings, or meetings with any State Executive Board Member, who are in the bargaining unit shall be granted time off with pay for the purpose of participating in such conventions, seminars, or meetings. The Association shall give the City at least two (2) weeks' written notice of the members who will be attending such functions. In addition, any bargaining unit member elected to the State Executive Board of the Association shall receive time off without loss of pay or other benefits to attend scheduled meetings of the Association's Executive Board. Total leave of absence with pay for such Association activity or Association preparation activity by all members shall not exceed more than

thirty (30) days per calendar year as covered in this Section. No more than three (3) employees shall be granted a leave of absence with pay for Association business at one time.

Section 5.10 The City agrees to allow not more than five (5) bargaining unit representatives, and not more than two (2) professional staff of the Association to serve on the Association Bargaining Committee for time spent in actual negotiations with the City to negotiate or renegotiate this Agreement. Where such meetings occur during such bargaining unit representatives' regularly scheduled straight-time hours on the days in question they shall be attended without loss of pay or benefits. The Association will notify the City of the names and normal shift schedules of representatives selected for this purpose at least one (1) calendar week prior to the first scheduled negotiation date.

ARTICLE 6

BULLETIN BOARDS

Section 6.1 The City shall allow a locked bulletin board in each facility for the exclusive use of the FOP and FOP/OLC. The keys to such bulletin board shall be provided to the top FOP Association official in the bargaining unit, who shall be responsible for the posting and/or approving the posting of notices which employees may read when reporting to, or leaving to their work stations, or during their free time. The maximum size of the bulletin board shall be three (3) feet by six (6) feet.

Section 6.2 The FOP and FOP/OLC agrees that no notices will be placed on the bulletin board that contains:

- A. Personal attacks on any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the administration;
- C. Attacks on any other employee organization;
- D. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or Association office; and
- E. Matters offensive to adults of reasonable sensibility.

ARTICLE 7

LABOR MANAGEMENT MEETINGS/DEPARTMENT MEETINGS

Section 7.1 The Safety Director and/or Chief of the Police Department will meet as often as necessary but not less frequently than every two (2) months, upon demand of the Association or the City at mutually agreeable times and places with representatives of the professional staff of the Association and not more than six (6) bargaining unit representatives. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Discuss grievances that have not been processed beyond the pre-arbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Notify the Association of changes knowingly contemplated by the City which only affect members of the Association; jointly discuss the need for upgrading the current employees

in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of the City and thereby reduce the likelihood of changing skill requirements not being met by current personnel;

- D. Disseminate general information of interest to the parties;
- E. Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of employees in the bargaining unit;
- F. Health and safety matters; and
- G. Training issues.

Section 7.2 As a courtesy and to facilitate the adjustment of work schedules, the Association representatives will personally notify the Chief in writing of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting. An agenda of subjects to be discussed will be given in writing to the Chief ten (10) days prior to the meeting.

Section 7.3 Written responses promised to the Association from the Service Director or the Chief during such meeting to items raised by the Association representatives will be submitted to the Association's (top) representative who attended such meeting within fourteen (14) calendar days after such meeting unless the parties mutually agree to a time extension.

Section 7.4 Should these meetings start before or extend the bargaining unit representatives' regularly scheduled straight-time hours on the day in question, the City shall not be obligated to pay overtime for such additional hours. However, where the Association representatives are in attendance at meetings called for by this Section 7.1, they shall be granted equivalent, flex compensatory time off from their regularly scheduled job, on an hour-for-hour basis and during the same workweek, for any hours spent at such meetings which are outside their regularly scheduled shift. If such compensatory time off cannot be taken during the same workweek due to the straight-time scheduled hours of the employees having already been met or exceeded, such compensatory time off will be granted and taken on the representatives' next workweek. Failure to grant such compensatory time off in either of those two (2) workweeks will automatically result in pay to such employees at the straight time rate.

Section 7.5 Section 7.1 refers only to the formal every two (2) months meeting between the City's and the Association's representatives. Nothing in Section 7.1 is intended to prohibit additional, informal meetings between the City and Association representative where there is mutual agreement of the necessity of such meetings.

Section 7.6 The Chief reserves the right to call at least two (2) department meetings per calendar year pertaining to those issues listed in Section 7.1, A thru G of this Agreement, as well as to job performance of the department. The meeting shall not exceed a two (2) hour period for each meeting, unless by mutual agreement of both parties at the meeting the time limit is extended. The meeting will be held at no cost to the City for those members attending except for on-duty shift personnel. Attendance shall be mandatory except as excused for good cause by the Chief of

Police in advance. Members will be given five (5) days notice unless mutually agreed by both parties.

ARTICLE 8

NONDISCRIMINATION

Section 8.1 Neither the City nor the OLC will unlawfully discriminate against any employee based on age, ancestry, sex, sexual orientation, marital status, race, color, religion, national origin, military/veteran's status, disability, genetic information, or political affiliation. The parties agree not to discriminate against any employee on the basis of his membership or non-membership in the OLC, nor to discriminate, interfere, restrain, or coerce any employee or other representatives of the OLC. The OLC, within the terms of its Constitution and By-Laws and the City agree not to interfere with the desire of any employee to become and remain a member of the OLC, and the OLC members agree not to let membership or non-membership in the OLC affect their on-the-job relationship with other employees.

Section 8.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 9

NO STRIKE/NO LOCKOUT

Section 9.1 Crossing Picket Lines: Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety, and welfare, but only after proper arrangements have been made by the City acting upon the City's request so as to properly protect them from any possible bodily harm.

Section 9.2 No Strikes:

- A. The OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support, or participate in any concerted activity in or about the Employer's premises. The OLC, its affiliates and members, shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. OLC members engaging in a strike as defined herein may be disciplined up to, and including, discharge.
- B. The OLC and its members shall perform their duties in good faith.

Section 9.3 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 Section 9.2 of this article.

ARTICLE 10

HEALTH AND SAFETY

Section 10.1 A joint Quality and Safety First Committee shall be established for the purpose of investigating any unsafe working condition or unsafe equipment not to exceed three (3) representatives from the City and three (3) from the Association. In the event of capital expense

to correct said condition, said recommendations in writing shall be submitted to the City Council, all other recommendations in writing shall be submitted to the Mayor. The Association and the City shall each name their representatives not to exceed three (3) within thirty (30) days of this Agreement and the Association or City shall call the meetings not to exceed three (3) hours duration each by written notice to the City.

Section 10.2 The Association and employees agree to comply with reasonable safety rules and regulations established by the City. The City agrees, to the extent practical, to provide safe working conditions, tools, equipment, and working methods for its employees in conformance with the standards of applicable law.

Section 10.3 Employee representatives to the Quality and Safety First Committee shall be allowed a reasonable amount of City-paid time off their jobs to inventory and investigate health and safety conditions, and to attend any Committee meetings scheduled.

Section 10.4 The City agrees to furnish, and maintain in top working condition, all tools, facilities, vehicles, supplies and equipment, required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the City. All property issued by the City shall remain the property of the City.

Section 10.5 Any equipment, tools and/or vehicles that any employee in good faith believes to be unsafe, shall immediately be reported, in writing, to that employee's supervisor. Upon receiving such a report, the supervisor will immediately investigate the complaint and, if found to be unsafe, shall have the particular equipment, tool, or vehicle to be taken out of service until repairs are made to eliminate the safety hazard. This supervisor will forward to the Chief of Police a report on the act taken by him before going off duty.

It is the responsibility of all supervisors to objectively investigate all such complaints and to render proper action promptly to maintain safe working conditions.

ARTICLE 11

WORK RULES, POLICIES AND DIRECTIVES

AND INTERNAL REVIEW PROCEDURES

Section 11.1 The Association recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 11.2 The parties recognize that it is the philosophy of the City that employee, where possible, will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the City and by their fellow workers. Therefore, the City will promulgate certain written rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's rights to be treated with dignity and respect and maintain the dignity and respect of their position while effectively carrying out the City's programs.

Section 11.3 The City agrees that, to the extent any rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of written rules will be furnished and amendments to existing rules will be discussed with top Association officials at least fifteen (15) work days prior to the effective date of such amendments, except in emergencies. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

Present work rules or policy manual shall be updated every two (2) years from their last effective date. However, failure to update shall not affect their validity and enforcement.

Section 11.4 It is the City's intention that the rules, policies, and directives are to be interpreted and applied uniformly to all employees. The City shall not selectively enforce work rules.

Section 11.5 The City shall furnish to the Association a copy of or copies of its existing written rules and regulations.

Section 11.6 In addition to rules, it is understood that the City has statutory authority to promulgate policies, procedures, and directives to regulate the conduct of the City's business. Such matters, whenever possible, policies will be reduced to writing and will be made available to all members by the City.

Section 11.7 All new employees for the duration of the Agreement shall be supplied with a personal copy of all rules, policies, procedures, and directives that have been reduced to a digital hard copy immediately upon reporting for work. Any City ordinances requested by the Association shall be obtainable upon request from the Clerk of Council.

The City will provide proper and adequate orientation training to employees on an ongoing and periodic basis subject to final approval by the Chief.

Section 11.8 An Internal Investigation of Complaints (I.I.C.) Committee will be developed to handle all complaints against any Police Department Member referred to the committee by the Chief of Police. All written complaints will be numbered and entered into a complaint book. Any act of possible misconduct that requires immediate action will be assigned to the IIC or Supervision for investigation. Minor acts of misconduct will be discussed by management for assignment to IIC or Supervisors. The Chief shall determine, in his sole discretion, the seriousness of the misconduct alleged, and if in the Chief's sole discretion, he deems it necessary, then the Chief may engage an outside law enforcement agency, other City employees with specialized knowledge, or outside entity to investigate such claims of police misconduct.

ARTICLE 12

CORRECTIVE ACTION AND PERSONNEL FILE

Section 12.1 It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Every member shall be allowed to review his or her personal file at any reasonable time upon request, in the presence of the Chief of Police or designee. If any member is involved in a grievance regarding matters in his personnel file which may be material, the Association representative will also be granted access to the member's personnel file at reasonable times where

such access is authorized, in advance, by the employee member, in the presence of the Chief of Police or designee.

Section 12.2 If a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Chief or his appropriate representative explaining the alleged inaccuracy. The memorandum shall be attached to the document and made a permanent part of the file.

Section 12.3 A written performance evaluation shall be made of each employee at least once in every calendar year. The employee shall receive a copy of the evaluation of its final form when he or she signs it.

Recognizing that "Employee Performance Evaluation" should be factual, informative, and constructive in nature, the City and the Association agree that the following guidelines will be followed:

- A. Upon completion of the evaluation form the person rating will arrange for a conference with the person rated to:
 - 1. Specifically explain, discuss, and comment upon each section of the evaluation form.
 - 2. Answer questions pertinent to the evaluation.
 - 3. Elicit comments and questions from the person being rated.
 - 4. Give instructive comments as to how to improve in specific areas.

Each section of the evaluation having been rated less than satisfactory shall be documented. Every effort will be exerted by the rater to be professional, unbiased, and informative in his or her rating. The employee being rated shall view the evaluation as a factual informative key to the efficiency of his performance with the Police Department of Chillicothe. It is fully expected that the rating will serve to cause improvement in the future.

Section 12.4 The employee's signature on any performance evaluation shall be viewed by the parties only as a representation that he or she reviewed the evaluation; it shall not be viewed as a representation that he or she concurred in any or all of the data contained thereon. The employee shall always be the last person to sign his evaluation and he shall receive a copy of the evaluation in its final form when he signs it.

Section 12.5 Performance evaluations for policemen shall be made annually by three (3) separate individuals of higher rank than the employee including his or her immediate supervisor, who are sufficiently familiar with the employee's performance to accurately perform such evaluation. In the case of Sergeant and above, their performance evaluations shall be made by the next ranking senior officer on the shift.

Section 12.6 All actions of record except oral reprimands but including written reprimands, suspensions, demotion, or dismissal will be maintained in each bargaining member's personnel file

throughout his period of employment. In any case in which a written reprimand, suspension, demotion, or dismissal is disaffirmed through the Grievance Procedure, the personnel record shall clearly indicate such disaffirmance and the record shall be removed. A member may make a copy of records and/or documents in his or her personnel file.

Section 12.7 The Employer will not discipline a non-probationary employee without just cause.

Section 12.8 Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

Section 12.9 Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 12.10 There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 12.11 The Employer will administer a system of discipline based on its assessment and similarity of the circumstances. Higher levels of discipline other than warnings and reprimands may be issued instead of a warning.

- A. A warning is a written statement to an employee that a certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline.
- B. A reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future evaluations of him.
- C. A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of workdays without pay. The Employer and Union may also mutually agree to utilize "working suspensions" on a case-by-case basis. The employee shall be paid his normal rate while on "working suspension." The employer will punish similar offenses with similar discipline.
- D. A demotion is a personnel action where an employee is reduced in position or rank, and compensation.
- E. A termination is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A terminated employee is expected to fulfill all of his employment obligations up to the exact time the termination is effective.
- F. The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline.

Section 12.12 Before the Employer issues a suspension or termination, the employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The employer is to notify the employee or the Union representative of the time, date, and place where the hearing is to occur. The employee will have waived his opportunity for a hearing if he fails to attend the scheduled hearing. The bargaining unit member has a right to Union representation at this conference (which must be obtained within a reasonable period of time). He also has the right to bring a tape recorder.

Section 12.13 An employee will receive copies of all materials placed in his personnel record. Any material in the employee's personnel record, which has not been signed, by him or a copy sent to him will not be used against him except as follows. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it. The Chief shall put a note on all materials that the employee has refused to sign.

Section 12.14 Reprimands, suspensions, and terminations are grievable. Only suspension and terminations are arbitrable.

Section 12.15 The results of a polygraph shall not be the sole and determinative factor in bringing forth discipline. The City will disregard evidence of prior disciplinary action, whether contained in an employee's personnel record or from any other source or file, in accordance with the following schedule:

WARNING	—	6 months
REPRIMAND	—	12 months
SUSPENSION	—	24 months
DEMOTION	—	24 months
TERMINATION	—	PERMANENT

The date of previous action will be used as the benchmark for disregarding evidence of prior disciplinary action. The employer will not use, attempt to use, or otherwise rely upon such material after the times specified above, nor will the employer use, attempt to use or otherwise rely upon any other records that might exist where such records relate to matters beyond the times specified above.

Section 12.16 To the extent allowed by State and/or Federal Law, and by State and/or Federal Court Decisions, personnel records shall be considered as public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such a request will be given to the Union President. The Union President is then responsible for communicating such information to the relevant employee. The Employer will determine what information is subject to disclosure under the applicable state and federal laws, regulations, and/or court decisions. The employee may request to view a copy of the materials provided in answer to a public records request pertaining to their personnel records.

Section 12.17 Upon becoming aware of a situation that may require discipline action, the City will initiate an investigation, if necessary, or issue discipline, within thirty (30) days. If an investigation is deemed necessary, discipline will be issued within thirty (30) days upon the completion of the

investigation. The member shall be notified immediately in writing that he/she is under investigation, as long as it does not compromise the investigation.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 A grievance as used in this Agreement is defined as a complaint involving the interpretation, application, or enforcement of the terms of this Agreement or a claim that the City has taken disciplinary action or discharged a non-probationary employee without just cause.

Section 13.2 A grievance, under the procedure, may be brought by an employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group will process the grievance as the defined representative of the group.

Section 13.3 Nothing in Article 12 or Article 13 is intended to deny bargaining unit employees any rights available at law to have redress of their legal rights, including the right to appeal to the Chillicothe Civil Service Commission where that body has jurisdiction under Section (124.34) of the Ohio Revised Code. However, once an employee elects as his remedy the Civil Service Commission (and that body takes jurisdiction) or legal action, he is hereafter denied the remedy of the Grievance Procedure and Arbitration provided herein. Once a grievance is filed, the officer has elected arbitration over the Civil Service Commission.

The employee may elect by Agreement with the City to advance the grievance procedure at the first step where there is reduction, suspension, or removal under Section (124.34) of the Ohio Revised Code. Such procedure will be a notice by the Mayor to appear before the Mayor within a four (4) day period of the reduction or suspension or removal and the Mayor shall hear the matter and make a decision within an eight (8) day period of the suspension, reduction, or removal. The employee may still preserve his appeal rights under Section (124.34) Ohio Revised Code if he uses this procedure.

Section 13.4 The Association will designate not more than two (2) stewards per watch or unit. The Association shall appoint a Grievance Committee, which shall include their stewards. The grievance committee shall assist in completing the grievance prior to submission. Should bargaining unit employment increase during the life of this Agreement or any extensions hereof, upon notification to the City by the Association, negotiations will commence immediately to discuss the need for additional stewards. Stewards shall be paid at the straight-time rate, only, when called in from off-duty to act as a Steward as provided in this Agreement. Payment shall be made to any off-duty steward only under circumstances of suspension, reduction, or removal.

The Association shall notify the Department Head in writing of the names of the stewards and their respective shifts within thirty (30) days after the stewards are appointed. Any changes thereafter will be forwarded to the Department Head by the Association as soon as the changes are made.

Section 13.5 A member of the Association may choose to have his appropriate unit steward represent him beginning with Step One of this Grievance Procedure. If a member brings any grievances to the Employer's attention beginning with Step One without having notified an appropriate steward, the City representatives to whom such grievance is brought shall not discuss

the matter until either he or the member has personally (verbally or in writing) notified an appropriate steward and given such steward an opportunity to be present in such discussion. This notification requirement shall not apply, however, to informal, verbal attempts to resolve a grievance prior to Step One.

Section 13.6 Employees will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents that led to the grievance occur or are first known by the employees.

Section 13.7 An employee may be given a reasonable time to consult with his appropriate steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of such desire. The employee need not reveal to his or her supervisor the nature of the potential grievance matter. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his appropriate steward. Employees and stewards will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The investigation and processing time will not be abused by the member, the appropriate steward or the Employer. In a group grievance, discussed in Section 13.2 of this article, only one (1) of the grievants plus the steward shall be in pay status during the investigation and processing steps provided by this Article.

The Association agrees to limit the time spent by the stewards in handling to that reasonably required to handle the grievance. The steward shall be permitted to investigate and handle grievances during working hours. They shall be compensated at their normal rate of pay for all time spent during shift working hours in handling grievances. The handling of grievance procedures shall not unreasonably interfere with their work schedule.

Section 13.8 Grievant and Grievance representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step Two shall be held during the grievant's shift hours. The Lodge shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

Section 13.9 The following are the implementation steps and procedures for handling members' grievances:

A. Preliminary Step

A member having an individual grievance shall first attempt to resolve it informally with the Chief of Police or designee. Such attempt at informal resolution shall be made by the member (grievant) within ten (10) of the member's working days following the events or circumstances giving rise to the grievance having occurred or that was first known by the member (grievant). Grievances brought to the attention of the Chief of Police or designee (except for automatic time extensions as hereinafter described in Section 13.10) beyond the ten (10) working day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing; however, a Grievance Representative may accompany the member (grievant) should the latter request

his attendance. If the member is not satisfied with the oral response from the Chief of Police or designee at this step, he may pursue the formal steps that follow.

B. Step One – Chief of Police

1. Should the member-grievant not be satisfied with the answer in the Preliminary Step, within ten (10) of his working days thereafter he may appeal the grievance to this Step One by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior steps and any other pertinent documents, to the Chief of Police. The Chief shall date-stamp the form, accurately showing the date he received the form.
2. Within ten (10) working days of his receipt, the Grievance Chairman shall bring with him to the meeting the member-grievant and the appropriate Grievance Representative.
3. In the meeting called for at this Step, the Chief shall hear an explanation of the grievance and the material facts relating thereto.
4. Within seven (7) of his working days of the meeting in this Step, the Chief shall submit to the Grievance Chairman his written response to the grievance. The Grievance Chairman shall meet with the grievant-member and the Grievance Committee to determine if the grievance should go on to Step Two. If the Grievance Chairman does not refer the grievance to the Second Step of the Procedure within seven (7) of his working days after receipt of the decision rendered in this Step, the grievance shall be considered satisfactorily resolved.

C. Step Two – Mayor or Representative of City

1. Should the grievant-member and the Grievance Chairman not be satisfied with the answer in Step One, within seven (7) working days thereafter they may appeal the grievance to this Step Two by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Mayor. The Mayor shall date-stamp the form, accurately showing the date his office received the form, and shall schedule a meeting to be held within seven (7) employee working days or discuss the grievance.
2. Prior to the Step Two meeting, the Mayor or his designated representative shall investigate the circumstances and allegations surrounding the grievance. Such investigations may include the taking of written statements, reviewing all available written reports, assignment sheets, time records, answers at the prior steps, corrective action reports, written instructions, policies, rules and regulations, and all other pertinent information concerning the grievance.
3. The Grievance Chairman shall bring with him to the meeting the member-grievant and the appropriate Grievance Representative. In addition, the Grievance Chairman

may choose a non-employee, duly accredited representative of the OLC to attend this meeting.

4. Upon completion of this Step Two meeting, the Mayor or designated representative shall determine whether the contemplated answer is consistent with this Agreement.
5. The Mayor or designated representative shall render his decision in writing and affix his written response to the form, date and sign his response, and return one copy of it to the Grievance Chairman within fifteen (15) working days after the meeting.

D. Arbitration

1. Should a grievant, after receiving the written answer to his or her grievance at Step Two of the Grievance Procedure still feel that the grievance has not been resolved to his or her satisfaction, he or she may, upon approval of the Association, request that it be heard before an arbitrator. The grievant must make written application to the Mayor for arbitration within ten (10) working days of his or her receipt of the written answer from the Mayor or designated representative as Step Two. A copy of such application shall be sent by the grievant to the top Association official in the bargaining unit and to the Executive Secretary of the Association. It is understood, however, that the Association shall make the determination as to whether any grievance is appealed to arbitration.
2. As soon as is practicable, after the Mayor's receipt of the grievant's application for arbitration but not to exceed fifteen (15) working days, the Mayor or designee shall respond in writing to the grievant, with a copy to the local Association top official and to the Executive Director of the Association as to whether the City is willing to go to arbitration.

Any refusal to arbitrate must be premised upon a determination by the Mayor or designee that the subject grievance involves a clear attack upon an application section of the Ohio Revised Code and City Ordinances not in conflict with this Agreement and as such is not arbitrable, and/or that the issue is clearly not arbitrable under the terms of this Agreement. Where such a determination is made and the grievant and the Association wish to proceed to arbitration, the first question to be placed before the arbitrator will be whether or not the alleged grievance is related to matters specifically covered by the Agreement or above-mentioned Ordinances or statute. The question of arbitrability must be raised at least ten (10) working days prior to the scheduled arbitration. If the grievance is arbitrable, it will be heard on its merits before the same arbitrator in the same hearing. Otherwise, the grievance will be considered concluded at that point in favor of the City with full arbitration costs shared by the Association and the City. The City agrees to appear and present its case to the arbitrator, notwithstanding its contention that the grievance is not arbitrable. Failure to appear will result in the grievance being granted to the grievant.

3. Within fifteen (15) working days following the grievant's receipt of the Mayor's written decision on his or her application for arbitration, a designated representative of the City and a designated representative of the Association will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators (National Academy of Arbitrators, Ohio only) from which the City and the Association representatives shall select one by alternately striking names and selecting the remaining names after eight (8) names have been struck.
4. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and record testimony from both parties applying the rule of the Federal Mediation and Conciliation Service.

The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Association is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify, or otherwise alter this Agreement or any part thereof in any respect.

It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The award, if in favor of the grievant, will be immediately implemented by the City.

5. The costs of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the cost of any evidence produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room shall be borne by the losing party. Where the arbitrator's award is not consistent with the prayer sought by either party, the above costs shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling him. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit employee in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.
6. The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Mayor of the City and to the Columbus headquarters of the Association.

Section 13.10 It is the City's and the Association's intention that all time limits in the Grievance Procedure shall be met. To the end of encouraging thoughtful responses to each step, however, the grievant and the City's designated representative may mutually agree, at any step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties. Untimely responses prior to Step Two may be viewed by the grievant as a negative response and shall be moved to the next step by the grievant.

Section 13.11 In each step of the Grievance Procedure outlined in Section 13.9 certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these meetings will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the Grievance procedure it may be beneficial that other representatives not specifically designated, are in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

Section 13.12 The City and the Association shall develop jointly a grievance form.

Section 13.13 For the purpose of counting days for filing and responding to grievances, all days will be considered working days and shall not include unscheduled Saturdays, Sundays or Holidays, scheduled days off and approved leaves.

Section 13.14 An employee with a grievance, who chooses a steward to attend meetings or discussions, may do so at each step of the grievance procedure during regularly assigned working hours without loss of pay or time to that employee, provided:

- A. an "emergency" situation does not exist requiring their presence at their work station; and
- B. arrangements have been made, and approved by their supervisors, to have their assigned work area properly "covered" during their absence. It is expected that the privilege will not be abused and that approval will not be unreasonably withheld.

ARTICLE 14

SENIORITY

Section 14.1 For purposes of this Agreement: Seniority shall be defined as an employee's uninterrupted service as a full-time sworn Police Officer, Sergeant, Dispatcher or Clerk of the Chillicothe Police Department.

Section 14.2 Uninterrupted service and seniority shall be broken when an employee:

- A. quits, resigns, or retires from the Chillicothe Police Department; or
- B. is discharged for just cause.

If an employee quits, resigns, or retires from the Chillicothe Police Department and the employee is later rehired, the employee's seniority begins with the employee's new hire date and all previous seniority is lost.

Section 14.3 Seniority shall not be a factor in assignments to special units and detectives, which shall be made at the discretion of the Chief of Police.

Section 14.4 The total years of service with the Chillicothe Police Department will be used to determine pay range and vacation accrual if an employee is rehired.

Section 14.5 For cadets, seniority begins on the date they graduate from the Police Training Academy. In the instance of identical graduation dates the OPOTA score shall be the first tiebreaker. The second tiebreaker will be the highest total of the last three numbers of their social security number.

ARTICLE 15

PROMOTIONS

Section 15.1 Promotions shall occur for the rank of Sergeant from a competitive examination open to members of the Chillicothe Police Department with the minimum of four (4) years with the Chillicothe Police Department, in the rank immediately below the rank affected. Such promotions shall be based upon a written examination, assessment center, or both along with seniority points, and performance evaluation. When all components are computed, an eligibility list shall be made known to all members. Promotions shall then be made from that eligibility list by promoting the top scoring individual on the eligibility list until all individuals on the list are promoted or the eligibility list expires. The promotional posting shall indicate whether a written examination, assessment center, or both will be utilized with seniority points and performance evaluations included, and the results shall be final. PRADCO will be the assessment center utilized by the employer.

Section 15.2 Promotions shall occur for the rank of Captain from a competitive examination open to members of the Chillicothe Police Department with a minimum of one (1) year as a sergeant with the Chillicothe Police Department. Such promotions shall be based upon a written examination, assessment center, or both along with seniority points, and performance evaluation. When all components are computed, an eligibility list shall be posted. Promotions shall then be made from the eligibility list by promoting the top scoring individual on the eligibility list until all individuals on the list are promoted or the eligibility list expires. The promotional posting shall indicate whether a written examination, assessment center, or both will be utilized with seniority points and performance evaluations included, and the results shall be final. PRADCO will be the assessment center utilized by the employer.

Section 15.3 The eligibility lists for the ranks of Sergeant and Captain shall be used to fill a position of the same rank. A list shall expire two (2) years following the date of certification, or when only one name remains on the list, whichever occurs first.

ARTICLE 16

MISCELLANEOUS

Section 16.1 Copies of Agreement: Each party shall be responsible for the printing and distribution of this Agreement to its members.

Section 16.2 Residency: All Police Department employees are hereby deemed as essential employees to ensure adequate response times in the event of an emergency or disaster.

Employees of the Police Department who are hired after the effective date of this Agreement, are hereby required as a condition of their employment to reside, within the first year of their employment within a fifty (50) mile straight line radius from the intersection of Paint and Main Streets in Chillicothe.

Section 16.3 New Hire Reimbursement New employees of the department will be obligated to reimburse the City for the cost of tuition, housing and board for all training and the cost of uniforms by the City if the member voluntarily leaves City employment within two years of the member's hiring date and if the member takes employment in the law enforcement or private security field within ninety (90) days of termination. Such new employees will be required to sign an agreement at the time of employment stating the above as a condition to being hired and prior to the initial date of hire.

Section 16.4 Copies of Rules, Policies, and Procedures Immediately upon hire all members of the Bargaining Unit shall be provided with access to a copy of all rules, policies, procedures and directives that have been reduced to writing.

Section 16.5 Training and Travel: The City will provide proper and adequate orientation training to employees on an ongoing and periodic basis subject to final approval by the Chief of Police. Travel time to and from training that occurs in the same day shall be paid as time worked, however, the City may deduct time the employee would normally spend commuting to the regular work site. Overnight travel time shall only be considered paid time for the actual hours of travel that occur during an employee's normal work shift. All travel time shall be paid in accordance with the FLSA regulations.

Section 16.6 Weapon Upon Retirement: When full-time Sworn Officers, who have a minimum of ten (10) years continuous, uninterrupted service with the Chillicothe Police Department retire under a qualified Ohio state retirement system, the City shall make their service weapon (only one) and three (3) magazines, available to them for purchase at the cost of one dollar (\$1.00). The City may deny this purchase if there is pending disciplinary action punishable by dismissal, or when the City has reasonable grounds to believe that the transfer of the weapon may pose a risk to the safety of the public. The City shall also make available for purchase the employee's badge for the rank from which the officer retired at the cost of one dollar (\$1.00). The Officer may purchase one additional badge for each other rank(s) the officer held, including detective, for fifty dollars (\$50.00) per badge.

Section 16.7 Jury Duty The purpose of this section is to compensate an officer for scheduled hours missed due to the obligation of having to report for Jury Duty. It is understood that the employee is to work his/her normal schedule whenever possible and do what is necessary to work that schedule, including calling the court regarding the need to report for jury duty. Employees must give five (5) days advance notice of the need for time off for jury duty. A copy of the summons should accompany the request.

In the event a first shift employee is dismissed from jury duty before the end of the workday, they must report to work for instructions on whether to return for work for the rest of the workday if held less than two (2) hours.

In the event a second shift employee is required to serve on the jury, any scheduled hours missed will be compensated at the employee's regular rate and when released, the employee will be required to report to work for their following shift if held less than two (2) hours.

In the event that a third shift employee is required to serve on the jury, any scheduled hours missed will be compensated at the employee's regular rate and when released, the employee will be required to report to work for their following shift if held less than two (2) hours.

Employees held for jury duty more than two (2) hours shall be excused from work and be paid for the full eight (8) hours.

ARTICLE 17

HOURS AND OVERTIME

Section 17.1 Eight (8) consecutive hours per day including a forty-five (45) minute paid lunch period and two (2) fifteen (15) minute paid breaks, shall constitute a normal day's work. Five (5) normal day's work shall constitute a normal workweek. The unit for calculating weekly overtime is the period of 168 hours at the start of the day watch on Sunday of each week. The unit for calculating daily overtime is the consecutive twenty-four (24) hour period beginning at the start of the day watch on each calendar day.

Section 17.2 One and one-half (1½) times the employee's regular straight-time hourly rate shall be paid for:

- A. All time worked in excess of eight (8) hours in one (1) workday; including any early reporting time required by the City;
- B. Hours worked in excess of forty (40) hours in one (1) workweek; and
- C. Regular straight-time hourly rate includes Shift Differential, Hazardous Duty, and Longevity Pay calculated at an hourly rate for the year. This applies anywhere in this article that addresses regular straight time.

Section 17.3 Overtime shall not extend into an employee's regular shift period except as provided in Sections 17.6 and 17.8 herein.

Section 17.4 Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and unit assignments. Changes in work schedules shall be made only to meet operational needs of the City. A minimum of five (5) working days written notice will be provided to employees affected by a work schedule change, except when changes are necessitated by emergency situations as addressed in Article 32. An employee will not be required to work less than his regular working schedule to avoid overtime payment to such employee.

Sworn personnel ordered in before or held over after their regularly scheduled eight (8) hour shift shall be ordered to work no more than twelve (12) hours total or not more than four (4) hours before or after their scheduled shift. If sworn personnel volunteer for overtime, then they may work the full eight (8) hours.

Employees may be held over their regularly eight (8) hour shift when the preceding day is their regularly scheduled day off. However, employees may not be ordered in before their regularly scheduled shift if it would interrupt their second regularly scheduled day off. If the City determines that an employee must be ordered-in before their regularly scheduled shift interrupting their second day off, the employee will be paid at a rate of two (2) times their regular rate of pay.

Section 17.5 The City may temporarily assign employees to fill class title vacancies while any civil service procedure is being conducted to fill such vacancy. Since the law does not provide for "temporary promotions," if the employee(s) filling such vacancies are of a lower classification and pay than the vacancy, such employee(s) shall receive a higher rate of compensation of the vacant position for all hours worked while so assigned; however, the employee's classification will not change while so assigned. In no event will this procedure continue for any one individual for longer than thirty (30) days. This same procedure shall apply for any temporary assignment of an employee to occupy a position in a higher classification for an employee who is temporarily absent. This section cannot be used for purposes of promotion. Please see memorandum of understanding for procedures in the Appendix.

Section 17.6 Any employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours on a day in question, which hours will not abut his regularly scheduled shift hours and responds to duty on the day will receive a minimum of four (4) hours' pay at the applicable hourly rate. (See Section 17.8 below for modification).

Section 17.7 Any employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours on the day in question shall only be paid for the actual hours worked at the applicable rate of pay, where such additional hours abut his regularly scheduled straight-time. If, however, any employee accepts a request to report early to his required scheduled shift, he shall receive a minimum of two (2) hours' pay at the applicable hourly rate.

Section 17.8 Court Pay: Court time is defined as whenever the City requires an off-duty employee to appear in any court or Civil Service Hearing on matters pertaining to or arising out of city business, including appearance at pre-trial conferences on behalf of the City (exceptions may include Civil Service Appeal Hearings initiated by such employee or witnesses subpoenaed at the request of the employee). Such court time shall be paid at a minimum of four (4) hours overtime pay at the rate of one and one half (1 ½) the employee's straight time rate. However, such overtime shall not be paid as triple time for overlapping court appearances.

Employees shall obtain and attach to overtime slips any witness service fee provided.

Section 17.9 When an employee is called to report for overtime at the beginning of a shift and he reports for duty within forty-five (45) minutes of the time he was called, he shall be paid from the time he was called. If he reports beyond the forty-five (45) minute time frame, he shall be paid from the time of his reporting in for duty (next fifteen (15) minute time increment on the quarter hour).

Section 17.10 When an employee is called while in off-duty status in reference to his input concerning a court case that employee shall receive a minimum of (1) one hours pay at one and

one-half (1½) times the employee's straight time rate. An employee must immediately notify a supervisor when contacted concerning a court case while in an off-duty status.

Section 17.11 In lieu of overtime an employee may select to take compensatory time at the rate of one and one-half (1½) hours compensatory time off for each hour of overtime. Employees may accumulate no more than one hundred twenty (120) hours compensatory time. Compensatory time will be granted at a time mutually convenient to the employee and the employer. The employee must receive approval from the City prior to taking compensatory time off. Comp time must be submitted to the OIC no sooner than 72 hours prior to the day requested. The OIC will submit the request to the Chief of Police, or his designee, who will approve or deny the request at least 24 hours prior to the day requested off. Holiday and vacation days shall take priority over comp time if submitted prior to or the same time as the comp time request. Compensatory time will be taken in one (1) hour increments with a minimum of two (2) hours. Upon separation from service for any reason, employees (or their beneficiary) shall be paid at the employee's current rate of pay for all accumulated, but unused compensatory time. OICs can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires immediate action.

Employees shall be permitted to receive payment (at straight time) for unused compensatory time in addition to their regular pay by requesting the same, in writing to the Chief of Police, up to 40 hours twice a year. Employees must have a minimum of forty (40) hours to request payment.

Current employees who have comp time balances over 120 hours, shall not lose their comp time that they currently have. These employees shall not be allowed to accrue any further comp time until such time that their comp time balance falls below 120 hours. Once the employees' comp time balance falls below 120 hours, they shall be allowed to accrue comp time.

Section 17.12 With the Chief of Police or designee's approval, employees shall be allowed, by mutual agreement, to reasonably trade days off within the same pay period.

Section 17.13 Shift Bid: Shift bids are defined as Time of Day to be worked, with days off for that time period. Patrol Officers, Patrol Sergeants, and Dispatchers agree to bid on shifts over a six (6) month period, running from January to June and July to December of each year.

- A. Bids will be conducted by classification and seniority, and will start with the most senior Patrol Officer, Patrol Sergeant, and Dispatchers on the department, and run from Highest to Lowest in seniority until all have placed a bid for a shift.
- B. Shift bids will be conducted by the Administration and will start two (2) months prior to the new shift cycle starting November 1st at 0700 hours of the prior year and then again on May 1st at 0700 hours of the current year.
- C. A list of each shift with days off shall be hung in the briefing room by classification. Each Patrol Officer, Patrol Sergeant, and Dispatcher will be given 48 hours to place their bid in the schedule, based on seniority. Once a bid is placed it cannot be changed. If the employee fails to place their bid within the 48-hour time frame, they forfeit their bid and the next in line by seniority can bid for their shift.
- D. The new shift cycle will start on the first Sunday in the month of January and again on the first Sunday in the month of July. Once new shifts start, Patrol Officers, Patrol Sergeants,

and Dispatchers will be able to switch shifts within their classification with written notification to the Administration, as long as both parties agree to the switch. The process can be conducted for any amount of time.

- E. In the event a Patrol Officer, Patrol Sergeant, or Dispatcher shift and/or days off become available due to retirement, reassignment, resignation, or termination, Patrol Officers, Patrol Sergeants, and Dispatchers may submit a request to fill that shift and/or days off. Approval from the Administration is needed before any move can be made. The Administration will consider the move by seniority.
- F. In the event a Shift is needed to be filled for staffing issues, the Administration will request volunteers first, in that classification, from the Department. If there are no volunteers, the Administration can move employees by Seniority, lowest to highest, to fill these vacancies.
- G. The Chief of Police will continue to retain his Administrative Rights to move any and all employees as deemed necessary by his office. The Administration will still have the right to place probationary employees in whichever shift the Administration deems necessary.

Section 17.15 Officers on "Day Off" would be treated as those on vacation and holidays when it comes to working "Special Events."

ARTICLE 18

ROTATION OF OVERTIME OPPORTUNITIES

Section 18.1 The City will rotate overtime opportunities among qualified full-time bargaining unit members, who normally perform the work that is being assigned for overtime.

Section 18.2 A list will be posted for those bargaining unit members interested in working overtime. This list will be used by the supervisor to schedule overtime. Overtime hours will be rotated on the basis of accrued hours, with the bargaining unit member with the lowest amount of hours given the first opportunity. Hours accepted will be recorded on the master roster.

Section 18.3 Emergency* holdovers and call-ins for shift staffing will be rotated by seniority, from lowest seniority to highest seniority. Dispatchers will be included in this rotation at the closest point possible to his/her seniority status when a dispatcher position needs to be filled. A holdover will be made from the on-duty shift and the call-ins shall be made from the next shift coming in after the shift with the opening occurs.

Any bargaining unit member that is already in an overtime status (on a day off working) shall not be forced to accept a holdover or a call-in, unless all other personnel available for call-ins or holdovers have already been utilized.

Section 18.4 Rotation of Overtime Opportunities: When a patrolman is promoted to the rank of Sergeant, he will be placed at the highest number of hours of any Sergeant that is on the overtime list.

*The term "emergency" has the same meaning as in Article 32.

ARTICLE 19

SICK LEAVE

Section 19.1 Cash Out All employees may elect at the time of retirement only from active service with the City to be paid for 50% of unused accumulated sick leave not to exceed four hundred (400) hours. Such employees must also have at least ten years of service with the City of Chillicothe. Sick leave payments shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee. The employee's estate or beneficiary shall receive all sick leave benefits in the event of the employee's death. In the event of an employee's death in the line of duty, the accumulated sick leave will be paid to the employee's estate or beneficiary at 100% of the employees rate of pay.

Section 19.2 New Transfers in the City: Employees transferring into the City after January 1, 2015, may only transfer up to four hundred eighty (480) hours of sick leave from a previous employer. Such employee shall provide documentation of unused accumulated sick leave from the previous public employer. Transferred sick leave cannot be cashed out.

Section 19.3 Sick Leave Accrual and Usage: The parties recognize that it is important that each employee demonstrate regular and predictable attendance. Sick leave abuse or misuse will be subject to discipline.

Each employee, whose salary or wage is paid in whole in part by the City, shall be entitled for each completed eighty hours of service to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees and to illness, injury, or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. The Chief of Police shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

Employees who have over 8 instances of sick leave usage in a year will not have sick leave counted towards time worked for the purposes of computing overtime daily or weekly.

Section 19.4 The Chief of Police or designee may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to

perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other appropriate leave. The cost of such examination shall be paid by the City.

Section 19.5 Exhaustion of Paid Leave. Upon the exhaustion of accumulated sick leave for any employee who remains disabled from injury or illness, the employee will receive a COBRA notice and shall be placed upon disability separation.

If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. The City may place the employee on paid administrative leave until returned to duty or separated. If an employee's medical provider certifies that an employee is capable of performing all essential functions of the employee's position, and the Employer requires the employee remain off work pending the outcome of an Employer ordered fitness for duty examination, the employee shall be placed on administrative leave.

Upon receipt of any medical professional's opinion, including the employee's provider and/or the Employer's designated professional, on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability separation.

Section 19.6. Injury Leave When an employee is injured or suffers an occupational disease in the course of employment while actually working for the employer, the employee may be entitled to injury leave pay for up to one hundred eighty (180) days from the original injury date provided that the employee complies with the terms of this Article. Injury on duty pay shall be limited to those physical injuries incurred as a result of performing the functions and duties of the employee's position with the City.

If the Employer and the employee agree, the employee shall participate in a worker's compensation wage continuation program. Under this program, the employee will be paid his or her present hourly rate with applicable federal, state, and local withholdings.

Qualifications.

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident. Unless physically unable to do so.
2. Furnish the Employer with a signed Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the

appropriate form in its entirety and affix his/her original signature to the form. The employee must complete a First Report of Injury (FROI), sign a salary continuation agreement (C-55), authorization to release medical records, and election form.

4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Provide a medical certification from a physician on the list of Employer approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.
6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

Discontinuance of Benefits. All entitlements and benefits described herein will be discontinued upon any one or more of the following:

- A. Physician releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the employee's treating physician.
- D. Employee fails to appear for employer-sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, if the work-related injury exceeds the IOD period, management will evaluate the circumstances of the case and may, at its sole discretion, continue salary continuation or terminate injury leave benefits.
- G. The claim is found to be fraudulent after payment has commenced.
- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

Light Duty/Transitional Assignments during IOD. A member who is not physically capable of performing full duty, with approval of an Employer-appointed physician and the Appointing Authority or his designee, may be assigned to light/transitional duty tasks on a temporary basis. Employees are required to participate fully in any approved light/transitional duty assignments.

Decisions by the Appointing Authority/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

Light Duty/Transitional Work after IOD Period. An employee incapable of returning to work beyond the IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation. Additionally, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty position, an offer of light duty may be made to the employee. The light duty position will be compensated at the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the initial IOD period.

Section 19.7 For any sick leave accumulation over four hundred eighty (480) hours the employee has the option of rolling those sick leave hours into Deferred Compensation at the rate of 100, at the employee's rate of pay at the time of the rollover. All sick leave accrual in excess of one thousand two hundred (1,200) hours shall be automatically rolled into Deferred Compensation at the employee's current hourly rate.

Section 19.8 Each calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31) an employee does not use sick leave that employee shall receive one (1) eight (8) hour personal day. Personal days earned shall only be earned within each set time period and shall not be earned on a rolling basis. A personal day shall be used as the employee wishes and can be used at any time with 24 hour approval, except on times that are designated as "no time off" days by the department or holidays established in Article 22. Employees shall be permitted to carry over up to forty (40) hours of Personal time. Current employees who have more than forty (40) hours personal leave on 12/31/2021 shall have until 12/31/2023 to reduce their Personal time balance to forty (40) hours or less.

ARTICLE 20

BEREAVEMENT LEAVE

Section 20.1 Bargaining unit members who suffer the loss of a member of their immediate family shall be granted bereavement leave by the Chief of Police according to the following schedule:

- A. Five (5) days for the death of a spouse, person who stands in place of a spouse and resides in the same home, parent, parent-in-law, step-parent-in-law, child, brother, sister, stepparent, or stepchild, grandparent, grandchild, half-brother, half-sister, brother-or-sister-in-law, grandparent-in-law, step-brother, step-sister, step-siblings, or other relatives living in the same household or person who acts as a parent in the absence of a parent (loco parentis).

Section 20.2 Upon approval of the Chief of Police, bereavement leave in excess of the number of days allowed in Section 20.1 may be charged to the accrued vacation balance and/or other approved paid leave. Any bereavement leave not charged to the above times, and in excess of the allowances in Section 20.1, shall be considered leave without pay.

ARTICLE 21 **MILITARY LEAVE**

Section 21.1 The Employer shall promulgate policies and comply with applicable state ORC 5923.05 and federal laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, as amended from time to time.

ARTICLE 22 **HOLIDAYS**

Section 22.1 The following days of the year shall be holidays insofar as the administration of personnel matters is concerned, and the term holidays shall be construed to mean the following days:

January 1st
January 8th
Third Monday in January
Third Monday in February
May 15th
Last Monday in May
June 19th
July 4th
First Monday in September
Second Monday in October
November 11th
Fourth Thursday in November
Friday after 4th Thursday in November
December 25th
December 31st

Time off will be granted so as to provide all personnel with a total of fifteen (15) paid holidays.

Bargaining unit employees working an administrative schedule (e.g., Clerks, etc.) shall observe scheduled holidays as days off unless preapproved by their supervisor to work on the holiday.

Section 22.2

- A. Holidays must be taken during the calendar year and cannot be carried over from year to year.

- B. Holiday pay will be paid at one and one-half (1½) times the employee's normal rate for hours worked. There shall be no pyramiding of holiday premium payments.
- C. Holidays will be granted on a first-come-first served basis. O.I.C.s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires an immediate action.
- D. Holiday requests will be accepted on the employee's date for sign-up on the vacation roster for the following year to not exceed ten (10) holiday requests. All requests will be time stamped by the on-duty Sergeant when received. All holiday requests will be approved or denied by December 31st.

Holidays requested there after the initial sign-up date shall not be requested more than sixty (60) days before the date requested and no later than twenty-four (24) hours before the requested date. Such requests will be approved or denied within fifteen (15) working days of when the request is submitted.

Any Holiday requests submitted with less than twenty-four (24) hours' notice may be approved at the sole discretion of the Chief of Police or his designee.

- E. At any time an employee may only have fifteen (15) holidays submitted or the remainder of holidays on books submitted at any time.
- F. All 24/7 bargaining unit employees shall be credited with 120 hours of holiday time on January 1 of each year. Any 24/7 bargaining unit employees hired during the year shall receive their holiday time on a pro-rated schedule based upon their date of hire; employees who separate employment shall be paid for the pro-rated amount of unused holiday time, or excess hours used shall be deducted from the employee's final pay.
- G. An employee working a holiday who is mandated to work overtime on a holiday will be paid at a rate of two and one half (2 ½) times their regular rate for all hours of overtime worked.

ARTICLE 23

VACATION

Section 23.1 Vacation:

- A. Earned vacation with pay shall be granted by the City to each full-time employee who is an employee of the Police Department. Such earned vacation with pay shall be granted in accordance with the following schedule for those employees hired before January 1, 2003:

AS OF BELOW ANNIVERSARY DATE: TOTAL VACATION HOURS FOR YEAR

1 and 2 Anniversaries 2 weeks (80 hours)

3 and 4 Anniversaries 3 weeks (120 hours)

5, 6, 7, 8, and 9 Anniversaries	4 weeks (160 hours)
10, 11, 12, 13, and 14 Anniversaries	5 weeks (200 hours)
15, 16, 17, 18, and 19 Anniversaries	6 weeks (240 hours)
20 Anniversary or over	7 weeks (280 hours)

Earned vacation with pay shall be granted by the City to each full-time employee who is any employee of the Police Department. Such earned vacation with pay shall be granted in accordance with the following schedule for those employees hired after January 1, 2003:

1, 2, Anniversaries	2 weeks (80 hours)
3 and 4 Year Anniversaries	3 weeks (120 hours)
5, 6, 7, 8, and 9 Year Anniversaries	4 weeks (160 hours)
10, 11, 12, 13, 14 Year Anniversaries	5 weeks (200 hours)
15 Years and up Anniversary	6 weeks (240 hours)

- B. Vacation allowed is in addition to any recognized holidays and days off which may fall within or abut the employee's vacation period.
- C. Vacation shall be credited on January 1st of each year and can be carried over from year to year. The Bargaining Unit Member can carry all or part of the earned vacation. If an employee is separated from employment before their anniversary date they shall pay back a prorated amount of vacation time they have used prior to leaving.
- D. Vacation schedules for employees in the department shall be developed by the Chief of Police. It shall be the policy of the department head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to the hiring of additional help. The employee may request a vacation preference. A duplicate request for vacation if granted for the period will be made on the basis of seniority.
- E. An employee can take vacation time in (½) day (4 hour increments). These days can be taken only by prior approval of the Chief of Police or designee. These days are on a first come, first served basis. O.I.C.'s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires immediate action.
- F. There will be two (2) vacation sign ups per year. The first sign up will begin on November 1st for the following year for vacation days between January and June. The second sign up will start on May 1st of the current year for vacation days between July and December of that year. One (1) uniformed Police Office or Dispatcher is permitted to sign up for vacation

at the initial sign up. Four (4) weeks total of vacation per employee will be allowed between the two sign-up periods. If an employee signs up for four (4) weeks of vacation during the December sign up period, they are not permitted to bid for vacation during the June sign up period. (This will not affect the 2024 vacation bid).

- G. Vacation requests other than initial sign-up will be accepted beginning December 15th for the following year. Such request will be accepted for no more than a one (1) week block of vacation leave in addition to the initial sign-up. Subsequent days of vacation will be accepted no more than sixty (60) days prior to the first day of leave requested and no later than twenty-four (24) hours prior to the first day of leave requested. Any vacation requests with less than twenty-four (24) hours' notice may be approved at the sole discretion of the Chief of Police or his designee. The request for a week of vacation will take precedence over a holiday if both are submitted on the same day.
- H. If the employee is administratively transferred from their shift and they can show proof that their vacation was scheduled and paid for, the City will make every reasonable accommodation to allow this employee to have their vacation time.
- I. For any vacation leave accumulation, the employee has the option of rolling those vacation leave hours into Deferred Compensation at the rate of 100%.
- J. Upon separation, an employee will be allowed to sell back to the City a maximum of 400 hours of vacation leave. These hours will be paid at the current rate of pay.

Section 23.2 All vacation time will be paid at straight-time rate with shift differential, in accordance with the employee's normally assigned shift. Vacation allowed is in addition to any recognized holidays and days off which may fall within or abut an employee's vacation period. Employees shall be granted an opportunity to receive payment (instead of time off) for unused vacation in addition to their regular pay (at straight time) by requesting same, in writing to the Chief of Police.

Section 23.3 Dispatchers may overlap vacation days with other dispatchers who do not work the same shift.

ARTICLE 24

WAGES

Section 24.1

The Wage Rate tables for 2024, 2025, and 2026 will be attached to this agreement as Appendix A, B, and C respectively.

- A. Effective the first full pay period following January 1, 2024, all bargaining unit members will receive a \$1.00 per hour increase and the wage rates for all classifications shall be increased by 3.00% (Appendix A).

Additionally, upon ratification of this agreement all current bargaining unit members as of ratification date will receive \$1,000 ratification pay.

- B. Effective the beginning of the first full pay period following January 1, 2025, the wages rates for all classifications shall be increased by 3.50% (Appendix B).
- C. Effective the beginning of the first full pay period following January 1, 2026, the wages rates for all classifications shall be increased by 3.50% (Appendix C).
- D. The following definitions shall apply to Patrol Officers in Appendix A, B, and C (wage rate table):

Cadet – A non-certified employee who is actively attending academy training. The officer will be placed in Step 1 status upon successful completion of the OPOTA State Certification Test.

Step Increases – After completion of the first full year of service (which will include the FTO period), employees shall move to Step 2 on the employee's anniversary date. Thereafter, employees shall advance to the next step upon completion of each successive full continuous year of service on their anniversary date until they reach the top step. Wage increases for each step shall be effective when the employee begins that step.

Upon promotion to Sergeant, the employee shall start at Step 1 for the first year as a Sergeant and move to Step 2 upon completion of the first full year in rank as a Sergeant and the wage increase shall be effective when the employee begins that step.

- E. Nothing in this Article prevents the Chief of Police from placing an employee with prior service from a law enforcement agency into a higher pay step.

ADDITIONAL ITEMS

Section 24.2 On-Call Detective Stipend

Any detective who is on an "on-call" status or is advised to be "on-call" at least once yearly shall receive \$750.00, in addition to their regular rate of pay, on their first pay in November each year.

Section 24.3 Longevity Benefits

All eligible Police Department employees shall be entitled to longevity benefits according to the following schedule for total service in the Chillicothe Police Department:

Two years, but less than six years of service	\$ 850.00
Six years, but less than ten years of service	\$ 1,000.00
Ten years, but less than fifteen years of service	\$ 1,150.00

Fifteen years, but less than twenty years of service	\$ 1,300.00
Twenty years, but less than twenty-five years of service	\$ 1,450.00
Twenty-five or more years of service	\$ 1,600.00

Longevity benefit qualifications shall begin on the anniversary date of the employment with the City shall be payable the first payroll of November of each year with a pro-rated amount paid to those employees who leave city employment between annual benefit dates.

Section 24.4 Shift Differential

Shift differential shall be paid to police employees in the amount of \$1.00 per hour when the employee works any hours of second (2nd) or third (3rd) shift.

Section 24.5 Employees Deferred Compensation Program.

The employer shall make a matching contribution of 10% of the employee's contribution to the employees deferred compensation program. This contribution shall be for all employees who are enrolled in the HSA health insurance plan or employees who waive health insurance coverage. This program is not available to those employees enrolled in the PPO insurance plan. An employee may elect to have compensation from the sale of unused vacation, compensatory time and/or sick leave rolled into their deferred compensation account. All rules, requirements, and conditions of deferred compensation accounts shall apply.

Section 24.6 FTO Pay:

Any employee assigned by the Chief of Police or his designee to be a FTO (Field Training Officer) shall be paid \$1.00 /hour for each eight (8) hour shift or part of a shift that they are acting in that capacity.

Section 24.7 K9 Pay:

Any employee assigned by the Chief of Police or his designee to be a K9 Handler shall be given a "Maintenance Day" once each month for the care and maintenance of his K9 partner. The maintenance day shall count as a duty day on the schedule when taken. K9 handlers shall also be

provided with sixteen (16) hours of scheduled training per month which shall also count as their duty days on the schedule when taken.

Section 24.8 LEADS Technician:

Any dispatcher working as a LEADS technician or Assistant TAC shall be paid in the amount of \$0.50 per hour in addition to their current wage rate.

ARTICLE 25
INSURANCE BENEFITS

Section 25.1. The Employer will continue to provide the same life and health insurance coverage provided by the City of Chillicothe to its other City employees during the term of this Agreement.

Section 25.2. Employees shall pay 13% of the cost of the premium for the coverage the employee elects for plan years 2021 and 2022.

Section 25.3. For 2021 and 2022, the City will continue to provide dental insurance at no cost to bargaining unit employees.

Section 25.4. The City shall provide, to full-time employees only, group term life insurance in the amount of \$50,000.00.

Section 25.5. The City shall provide liability coverage for all employees. Such liability coverage shall be applicable only to claims arising out of an act or omission of the employee while acting within the scope and course of his employment with the City.

Section 25.6. The City shall establish an Employee Assistance Program (EAP) provided at no-cost services to City employees.

Section 25.7 If an employee's spouse or another dependent work(s) for the City, only one can carry the City's Health Insurance as the primary member. The most senior employee shall be the primary member and the other spouse/dependent will be covered as a dependent. The employee not designated as the primary member shall not be entitled to payment under the "Opt Out" provisions included below.

Employees who choose to waive coverage under the City's medical and hospitalization plan shall receive opt-out payments per pay period of \$35.00 for Single, \$75.00 for Dual, and \$125.00 for Family coverage upon written confirmation of alternate insurance coverage and a signed waiver. Any employee who elects not to be covered under any of the plans shall not receive such contribution made by the City for health or life coverage as salary, wages, compensation, reimbursement or in any other form or manner.

Section 25.8. HSA Contribution Option

An employee may elect to designate any legally permitted year-end payments due to the employee as additional employee contributions to the employee's HSA for the following plan year.

Section 25.9 Health Care Committee

- A. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the current bargaining units (FOP, IAFF, and AFSCME), one (1) member of the Personnel Committee of City Council, and three (3) management representatives of the Employer. The City Auditor or designee, or other relevant parties may be invited to meetings of the health care committee to provide information and/ or data on health care costs.
- B. The health care committee shall meet not less than once (1) a month. A regular meeting date and time will be established by the committee and allow for special meetings if needed. The health care committee shall keep record of attendance and meeting notes. The selected health care committee members shall remain on the committee for the duration of the contract and have a dedicated alternate. The committee shall review the current carriers, service providers, plans, and benefit levels and investigate options for coverage, including procuring any Request for Proposals for services as determined by a majority vote to be necessary for the committee's purpose.
- C. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2023 plan year. Specifically, the committee may recommend any of the following options:
 - 1. To keep the same plan and/or benefit levels and how to allocate any cost increase; or
 - 2. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase; or
 - 3. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.
 - 4. To make any other insurance related recommendation approved by majority vote of the committee.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee shall be considered and may be implemented by the City. The Employer's implementation of the Committee's recommendation is final and binding on all parties and shall not be subject to the grievance procedure or any other avenue of appeal.

- D. The Executive Health Care Committee shall convene not later than August 1st to review the recommendation(s) and options available. The Executive Committee shall consist of the three (3) members of the Personnel Committee of City Council, the Human Resources

Director, and one (1) member selected from the IAFF, FOP, or AFSCME health care committee members. Unless the Executive Committee adopts the recommendation(s) from the healthcare committee, the Executive Committee shall not increase employees' cost share for premiums, deductibles, and/or out of pocket maximums that exceeds the statewide average as published in SERB's most recent Cost of Health Insurance in Ohio's Public Sector report. The decision of the Executive Committee is final and binding on all parties and shall not be subject to the grievance procedure or any other avenue of appeal.

- E. To assist the newly formed committee in 2022, the City may have a third-party advisor evaluate and provide an analysis of current health care costs.

ARTICLE 26

UNIFORM ALLOWANCE

Section 26.1 The City shall provide as initial issue to newly hired employees, uniform parts as established by departmental rules and regulations excluding underwear and socks, with additions and replacement parts at the discretion of the City.

Section 26.2 Sworn police department officers will receive up to 108 uniform pieces cleaned per calendar year at a cost absorbed by the City.

Section 26.3 Sworn police department officers shall receive a seven-hundred-dollar (\$700) uniform allowance payable the first payday in March, 2024.

Beginning in March 2025, sworn police department employees shall receive a four-hundred-fifty-dollar (\$450) uniform allowance payable the first pay period in March. Officers will also receive a four-hundred fifty-dollar (\$450) uniform maintenance payment, payable the first pay period in November.

Section 26.4 The City shall be responsible to provide and maintain the following at no cost to the employee: ballistic vest, duty weapon, portable radio, Taser (EDW), OC Spray, and weapon light. The City shall also be responsible to provide and maintain all uniform and equipment for SWAT.

ARTICLE 27

TUITION REIMBURSEMENT

Section 27.1 Each bargaining unit member who has one (1) year of continuous service with the City shall be eligible for tuition reimbursement for courses taken voluntarily by the employee. Tuition must be for courses of instruction taken towards a job-related degree or job-related courses not necessarily within the degree program at an accredited School, College, University, or OPOTA offered course.

Section 27.2 All courses must be taken during non-working hours. All scheduled courses and times must be approved with the Chief of Police. Any situation that would require the employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

Section 27.3 Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of whom such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement that employee is eligible to receive under this agreement. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

Section 27.4 A scholarship will be available for a maximum of \$2,500.00 per employee and \$5,000.00 maximum for the department on an annual basis. A scholarship committee will be convened by the Chief of Police. The committee will consist of no more than 3 union members and 3 management staff with the Chief of Police having the final decision. The scholarship committee will determine what eligible police employees will be awarded the funds. Only those employees that have received approval from the scholarship committee or Chief of Police will be reimbursed. Reimbursement for tuition shall be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Chief of Police. Reimbursement shall be made within sixty (60) days of the date the employee complies with the provisions of the agreement.

Section 27.5 Reimbursement shall be granted up to a maximum of two thousand five hundred dollars (\$2,500.00) per year per employee. The employee will only be reimbursed for tuition, fees, and books; no incidental expenses such as paper, supplies, mileage, parking, meals, and or other expenses.

Section 27.6 Any employee who participates in the Tuition Reimbursement Program or in the pursuit of a degree program shall be required to stay with the City for the five (5) years following completion of the employee's course work, or repay any tuition reimbursement received by the employee within the last five (5) years prior to separation except in the case of disability retirement.

Section 27.7 All distributions under this article shall be at the discretion of the Chief of Police. There shall be a minimum of five thousand dollars (\$5,000) per year available to the Chief of Police for distribution under this article.

ARTICLE 28

OTHER BENEFITS

Section 28.1 All other provisions contained in applicable ordinances, currently existing or promulgated in the future, which provide benefits applicable to this bargaining unit in addition to any provided in this Agreement, requiring Council action is not subject to arbitration.

Section 28.2 Bargaining unit members will be reimbursed for personal property damaged while performing their assigned duty, with the approval of the Chief of Police or his designee. Approved reimbursement shall be paid upon documentation of damage, repair, or replacement cost.

Section 28.3 If a death occurs all accumulated holiday, compensatory time and vacation leave will be paid to the employee's beneficiary 100% at the current rate of pay.

ARTICLE 29

LIMITED DRUG TESTING

Section 29.1 Purpose

The City of Chillicothe is dedicated to providing a safe and drug free workplace. The City of Chillicothe further believes that alcohol and drug use can impair our employee's ability to perform their duties in a safe and efficient manner. The purpose of this policy is:

- A. To provide a consistent and fair policy to deal with Chillicothe Police Department employees who use and abuse alcohol and drugs in the workplace.
- B. To assure the citizens of Chillicothe that the City is committed to providing a safe work place for all of its employees.
- C. To demonstrate the City of Chillicothe is committed to managing the potential and actual risks drug use presents to its workplace.
- D. Assuring that the City is in compliance with all Federal and State mandates and regulations. The U.S. Department of Transportation (US DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- E. To prohibit the unlawful manufacture, distribution, possession, and use of controlled substances in the City's workplace.
- F. To assure worker fitness for duty and to protect Chillicothe Police Department employees and the public from the risk posed by the use and misuse of alcohol and prohibited drugs.

This policy applies to all City of Chillicothe Police Department Employees regardless of title or classification, and to individuals seeking employment with the Chillicothe Police Department. This policy will supersede all prior policies and statements relative to alcohol and drugs.

The City of Chillicothe recognizes that the use of legal drugs (prescription drugs) can adversely affect an employee's work performance and safety. The misuse of legal prescriptions is one of the most common forms of drug abuse. Of course, there are many situations where an employee can safely and efficiently perform their jobs while taking medically prescribed drugs. All situations involving issues of job performance and possible impairment due to use of legal prescription drugs should be discussed with your supervisor prior to reporting to work. All employees are expected to request information about the effects of prescribed medication from their doctor and seek their doctor's advice. The City reserves the right to request a physician's review and/or second opinion.

Section 29.2 Self-Identification of Drug/Alcohol Problem

The Chillicothe Police Department employees with drug/alcohol problems are encouraged to seek help before the problem impacts their employment. Employees who identify themselves as having

a substance abuse problem and choose to enroll in a rehabilitation program approved by the City's EAP provider will be given the opportunity to seek confidential recovery treatment, unless:

- A. The employee is selected for testing prior to enrolling in the rehabilitation program.
- B. The employee is suspected of being under the influence of alcohol/drugs.
- C. The employee is being enjoined with disciplinary action for other conduct.
- D. The employee is already in the treatment process.

Once a Chillicothe Police Department employee falls into one of the above categories, any attempts to self-identify and enroll in the City's EAP will not preclude corrective action.

Section 29.3 Prohibitions

- A. Chillicothe Police Department employees shall not report to work or remain on duty when his/her ability to perform their job is adversely affected by alcohol.
- B. Chillicothe Police Department employees shall not possess, store, manufacture, or use drugs or alcohol while at work or on City property. This applies to both off-site lunch periods and breaks when an employee is scheduled to return to work.
- C. Chillicothe Police Department employees shall not sell or provide drugs or alcohol to any person while at work or on City property.
- D. Any Chillicothe Police Department employee who is arrested for a drug or alcohol-related statute violation shall notify his/her supervisor at the start of the City of Chillicothe's next workday.
- E. A supervisor having actual knowledge that an employee is using or has used alcohol within four hours prior to their shift shall not permit them to remain on the job.
- F. All Chillicothe Police Department employees are responsible for the consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy shall be subject to disciplinary action. Any employee who observes a Supervisor in violation of this policy should report their suspicions to the next higher level of supervision.
- G. No Chillicothe Police Department employees shall refuse to take any of the following required tests:
 - 1. Pre-employment (drug only)
 - 2. Random
 - 3. Post work-related accident
 - 4. Return to duty
 - 5. Reasonable suspicion
 - 6. Follow-up
 - 7. And in accordance with Section 29.9 1 thru 7

Section 29.4 Testing

- A. All Chillicothe Police Department employees are covered by this policy and will be subject to urine drug testing as a condition of employment. The City will be responsible for payment of substance abuse testing as long as the tests are performed at the City of Chillicothe's designated medical facility. Any Chillicothe Police Department employee who refuses to comply with a request for testing shall be removed from duty and the refusal will constitute a verified positive test result. Any Chillicothe Police Department employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification or falsifying test results will result in the employee's removal from duty and shall be subject to disciplinary actions. Refusal to test can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. The drug test can be performed any time a Chillicothe Police Department employee is on duty. An alcohol test can be performed when the Chillicothe Police Department employee is actually performing a duty. Chillicothe Police Department employees found to be under the influence of a prohibited substance or who fails to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in policy.

Testing requirements call for urine test for Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, and Evidential Breath Test (EBT) for alcohol.

- B. All tests will be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Drug testing will be conducted in laboratories certified by the National Laboratory Certification Program as listed on the Substance Abuse and Mental Health Service Administration (SAMHSA) notice. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result. However, the collection may be observed if there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in 49 CFR part 40.25 (e) (2) (i)-(iv). Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. The

minimum thresholds established for each drug and/or its metabolites are listed within this policy. The test results from the laboratory will be reported to a Medical Review Officer (MRO) who is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the City of Chillicothe's Substance Abuse Program Administrator (the Administrative Director or his designated Representative). If a legitimate explanation is found, the MRO will report the test result as negative.

- C. All split specimens will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the Chillicothe Police Department employees through the Medical Review Officer.
- D. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test reveals a breath alcohol concentration of less than 0.02, the test is negative and will be reported as such. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed fifteen (15) minutes later to confirm the results of the initial test. If the second test confirms an alcohol concentration of 0.02 or greater then a confirmatory test that will be a blood test to measure blood alcohol concentration will be performed immediately following the second test. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures/blood alcohol test and validity of the test result.
- E. An alcohol concentration of 0.02 or greater will be considered to have a positive test and in violation of this policy.
- F. Any Chillicothe Police Department employees that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment.

DRUG SCREEN CUT OFF LEVELS

	INITIAL CUTOFF LEVEL	CONFIRMATION CUTOFF LEVEL
Marijuana Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiates Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine Metabolites	25 ng/ml	25 ng/ml
Amphetamines Metabolites	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml

Section 29.5 Prohibited Substances

1. Chillicothe Police Department employees will be tested for marijuana, cocaine, amphetamines, opiates, barbiturates, benzodiazepines, methadone, propoxyphene, and phencyclidine. Illegal use of these nine drugs is prohibited at all times and employees may be tested for these drugs in accordance with section 29.9, 1-7 and anytime that they are on duty.

- a. Legal Drugs:

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her job functions.

- b. Alcohol:

The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while

performing their job functions is prohibited. An alcohol test can be performed on an employee while they are on duty.

Section 29.6 Prohibited Conduct

- A. All Chillicothe Police Department employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in this policy.
- B. Each Chillicothe Police Department employee is prohibited from consuming alcohol while performing their job functions or while on-call to perform job functions. If an on-call Chillicothe Police Department employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The Chillicothe Police Department employee will subsequently be relieved of his/her on-call responsibilities.
- C. The City of Chillicothe shall not permit any Chillicothe Police Department employee to perform or continue to perform a job function if it has actual knowledge that the Chillicothe Police Department employee is using alcohol while on duty.
- D. Each Chillicothe Police Department employee is prohibited from reporting to work or remaining on duty requiring the performance of the job functions while having any alcohol concentration.
- E. No Chillicothe Police Department employees shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- F. No Chillicothe Police Department employee shall consume alcohol within four (4) hours prior to the performance of job functions.
- G. Consistent with the Drug-free Workplace Act of 1988, employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including City of Chillicothe premises, City of Chillicothe vehicles, while in uniform or while on City of Chillicothe business.

Section 29.7 Drug Statute Conviction

Consistent with the Drug Free Workplace Act of 1998, all Chillicothe Police Department employees are required to notify management of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days after such conviction. Failure to comply with this provision shall result in a five workday suspension without pay.

Section 29.8 Testing Requirements

Analytical urine drug testing and breath testing for alcohol will be conducted. All Chillicothe Police Department employees shall be subject to testing prior to employment, for reasonable suspicion, following an accident, and random as defined. All covered Chillicothe Police

Department employees who have tested positive for drugs or alcohol on a random, reasonable suspicion, or post-accident will be tested prior to returning to duty after completion of the Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return-to-duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

A drug and/or alcohol test can be performed any time an employee is on duty.

All employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the City of Chillicothe. Any Chillicothe Police Department employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline. Any employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the employee removal from duty and disciplined.

Section 29.9 Testing Procedures

All tests will be conducted in a manner that assures a high degree of accuracy and reliability. Drug testing will be conducted in laboratories certified by the National Laboratory Certification Program as listed on the Substance Abuse and Mental Health Service Administration (SAMHSA), Department of Health and Human Services (DHHS) notice. The maximum degree of privacy that is practically possible will be afforded in the testing procedures. However, the collection may be observed if there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.

Evidential Breath Test (EBT) will meet the Model Specifications for Devices to Measure Alcohol provided by the National Highway Safety Administration (NHTSA). Such EBTs are listed on NHTSA's Conforming Products List publication found at 59 FR 18839, as amended.

1. Pre-employment

All applicants considered final candidates for a position will be tested for the presence of illegal drugs as a part of the application process. Any job applicant who refuses to submit to drug testing, tampers with the test, or fails to pass the pre-employment test, will be ineligible for hire. Candidates who are scheduled for testing appointments must keep the scheduled appointments when directed by the City to report to the test site to submit to drug test. Pre-employment testing for disabled individuals unable to provide sufficient volume can be reported as negative if medical examination shows no evidence of illegal drug use.

Employees who have a change of employment status such as leave without pay, military, or workers compensation must undergo a drug screen with a negative result before return to work if off for thirty (30) calendar days or more. Employees on military leave will be tested within five (5) days after returning to work.

2. Random

- a. All Chillicothe Police Department employees will be required to submit to drug and/or alcohol testing on a random basis immediately upon notification.
- b. Random testing will be done at quarterly intervals at unannounced times and dates throughout the calendar year. A specific percentage will be randomly tested for drugs and alcohol.
- c. All Chillicothe City employees in the random pool will be grouped together. The percentage rate of covered Chillicothe city employees for drug testing will be set at fifty percent (50%) and for alcohol testing at twenty five percent (25%).
- d. Chillicothe Police Department employee's names will be randomly selected through a scientifically valid method. The City has delegated this selection process to their collection site provider. The "pool" of Chillicothe City employees may be randomly selected for both drug and alcohol tests at the same point in time.
- e. Upon notification of selection for random testing, the employee will be transported to the test site by their supervisor as soon as possible, but not later than one (1) hour after receipt of the notice.

3. Post Accidents

- a. All Chillicothe Police Department employees who are involved in a work-related accident which requires medical treatment, must submit to a drug and alcohol test. Any Police Department employee involved in an accident while operating a City owned vehicle, which results in a fatality, injury requiring medical treatment, damage to one or more vehicles or property, or a citation being issued, must submit to a drug test.
- b. Following an accident, the Chillicothe Police Department employee will be tested within 2 hours, but not to exceed 8 hours for alcohol testing and 32 hours for drug testing. Any Chillicothe Police Department employee involved in an accident must refrain from alcohol use for 8 hours following the accident or until he/she undergoes a post-accident alcohol test. Any Chillicothe Police Department employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including discharge. Any Chillicothe Police Department employee tested under this provision will include not only the operation personnel, but also any other Chillicothe Police Department employees whose performance could have contributed to the accident.

4. Return to Work

Following a Chillicothe Police Department employee first positive drug/alcohol test, the Chillicothe Police Department employee will be subject to unannounced random testing

performed in accordance with previously stated guidelines at the City' designated collection site. Chillicothe Police Department employees must be evaluated by a Substance Abuse Professional (SAP) following a verified positive drug and/or alcohol test, prior to their return to work. A Chillicothe Police Department employee must have a verified negative test in drug and alcohol to return to work.

5. Reasonable Suspicion

Any Chillicothe Police Department employee must submit to a drug and/or alcohol test if reasonable suspicion exists to indicate that their ability to perform work safely or effectively may be impaired. "Reasonable suspicion testing" means drug and/or alcohol testing based on a belief that any Chillicothe Police Department employee is using or has used drugs and/or alcohol in violation of the policy on the basis of physical, behavioral, or performance indicators of probable drug and/or alcohol use. Among other things, such facts and conclusions may be based upon:

- a. Direct observation of drug and/or alcohol use or physical symptoms of being under the influence of drugs and/or alcohol.
- b. Abnormal conduct or inconsistent behavior while at work or a significant deterioration in work performance.
- c. A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently verified.
- d. Gross negligence or carelessness.
- e. Disregard for safety, life, or well being of City employees or individuals utilizing City services.
- f. Reporting to and remaining at work in an apparent, unfit condition.
- g. Excessive tardiness or absenteeism.
- h. Evidence that an individual has tampered with a drug test during his/her current employment.
- i. Evidence that a Chillicothe Police Department employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises or while operating City-owned vehicles, machinery, or equipment.
- j. Any other conduct indicative of the use of alcohol and/or drugs.

Only trained supervisors can make a determination as to reasonable suspicion. When reasonable suspicion is determined, a checklist will be performed to determine if testing is required. The checklist must be signed off by the trained supervisor and the Chief of Police or his designated representative.

6. Follow-up

Once a Chillicothe Police Department employee is allowed to return to work, they will be subjected to unannounced follow-up testing for at least 12 months, but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the Substance Abuse Professional as long as the minimum of six (6) tests are performed during the first 12 months after the Employee returns to work

7. Employee Requested Testing

Any Chillicothe Police Department employee may request a split sample test be conducted when selected for testing. This test must be conducted at a DHHS certified laboratory different from the laboratory selected by the City of Chillicothe. The test must be conducted on a Split Sample that was provided at the same time as the original sample submitted to the testing laboratory and all costs for such testing shall be paid by the employee.

If a second test is requested on the specimen (split sample) the lab is required to test the split specimen for adulterants if the presence of drug/metabolites cannot be detected; the first lab must also test the primary specimens for adulterants.

Section 29.10 Post Test Referral

Following a disciplinary hearing, the Chillicothe Police Department employee will be referred to the City' EAP provider for assessment and treatment recommendations. The employee will be required to sign a Letter of Understanding, stipulating the conditions of employment. The City' EAP assessment process will include a Substance Abuse Professional, be in compliance with an agreed upon Substance Abuse Protocol, and follow the stipulations of the Letter of Understanding.

1. Employee Assessment

Any Chillicothe Police Department employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in this policy, will be referred for evaluation by a Substance Abuse Professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Assessment by a SAP or participation in the City's Employee Assistance Program (EAP) does not shield an employee from disciplinary action.

If a Chillicothe Police Department employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the Chillicothe Police Department employees must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years.

Section 29.11 Information Disclosure

All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Information will only be released in the following circumstances:

1. To a third party only as directed by specific, written instruction of the employee;
2. To the decision-maker in a lawsuit, grievance, or other proceedings initiated by or on the behalf of the employee tested;
3. To a subsequent employer upon receipt of a written request from the employee;
4. To the employee, upon written request.

Section 29.12 Employee and Supervisor Training

All Chillicothe Police Department employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

When alcohol is consumed primarily for its physical and mood-altering effects, it is substance of abuse.

As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- | | |
|---------------------------------|------------------------------|
| *Dulled mental processes | *Lack of coordination |
| *Odor of alcohol on breath | *Possible constricted pupils |
| * Sleepy or stuporous condition | *Slowed reaction rate |
| * Slurred speech | |

Section 29.13 First Offense

Chillicothe Police Department employees who test positive after being ordered to submit to drug testing will be taken off work immediately and may avoid termination of his/her employment by voluntarily signing the City' Letter of Understanding, submitting to a Substance Abuse Assessment process conducted by the City' EAP Provider, and abiding by the EAP treatment recommendations. However, if the employee has engaged in other misconduct resulting in disciplinary action, disciplinary action up to and including termination may be imposed as a result of such misconduct, regardless of the employee' voluntary submission of a treatment program.

The first-time offender will be suspended from work for ten workdays without pay and will have to:

- A. complete their assessment process,
- B. acquired a “Return to Work” release from a Substance Abuse Professional,
- C. a negative test result,
- D. agrees to periodic testing, not to exceed six (6) times each year during the first year immediately following the employee’s return to work,
- E. an agreement to follow specific after-care requirements established by the SAP with the understanding that a violation of this agreement is grounds for immediate termination.
- F. employees may use accumulated leave if available to cover any additional time over and beyond the mandatory suspension.

Section 29.14 Second Offense

Any Chillicothe Police Department employee who tests positive a second time after being ordered to submit to drug testing will be taken off work immediately and will be subject to immediate termination. First offense will remain in effect until the employee remains in compliance with the City’s policy for 60 months from the date of the initial test resulting in a positive test result.

Section 29.15 Definitions

ACCIDENT: Means an occurrence associated with the operation of a city vehicle or equipment or personal vehicle when used on city time and as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment at or away from the scene of the accident; or,
- c. One or more vehicles incurs damage as the result of the occurrence, or any damage to property occurs.

ADULTERATED SPECIMEN: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with normal human urine.

ALCOHOL: Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

ALCOHOL CONCENTRATION: Is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

CANCELED TEST: Is a drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

COVERED EMPLOYEE: Means all employees who perform job functions for the City of Chillicothe including an applicant or transferee who is being considered for hire into a City job.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): An employee authorized by the employer to take immediate action to remove employees from duties and to make required decisions in testing. The DER also receives test results and other communications for the employer; The DER is the Administrative Director or his designated representative.

DILUTED SPECIMEN: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DISABLING DAMAGE: Means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

EVIDENTIARY BREATH TESTING DEVICE (EBT): A Device approved by the NHTSA for the evidential testing of breath alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

MEDICAL REVIEW OFFICER (MRO): Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

NEGATIVE DILUTE: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

NEGATIVE TEST: Result for a drug test means a verified presence of the identified drug or its metabolite below the minimum levels. An alcohol concentration of less than 0.02 BAC is a negative test result.

NON-NEGATIVE TEST: Result is a test result found to be adulterated, substitute, invalid, or positive for drug/drug metabolites

PERFORMING: Means a covered employee is considered to be performing a job function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

POSITIVE TEST: Result for a drug test means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.02 BAC or greater.

PROHIBITED DRUG: Means marijuana, cocaine, opiates, amphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, or phencyclidine at levels above the minimum thresholds.

SUBSTANCE ABUSE PROFESSIONAL(SAP): Means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

SUBSTITUTED SPECIMEN: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

TEST REFUSAL (The following are considered a refusal to test of the Chillicothe Police Department employees):

Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;

Fails to remain at the testing site until the testing process is complete;

Fails to provide a urine or breath specimen for any drug or alcohol test required by **Part 40** or DOT agency **regulations**;

In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;

Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

Fails or declines to take a second test the employer or collector has directed you to take;

Fails to undergo a medical examination or evaluation, as directed by the MRO as **part** of the verification process, or as directed by the DER as **part** of the “shy bladder” or “shy lung” procedures;

Fails to cooperate with any **part** of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), if the MRO reports that there is verified adulterated or substituted test result; or

Failure or refusal to sign alcohol-testing form.

VERIFIED NEGATIVE TEST: Means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

VERIFIED POSITIVE TEST: Means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels.

VALIDITY TESTING: Is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

SECTION 29.16 Responsibilities

Mayor: Assures policy is implemented and guidelines are followed. Designates authorized agent to facilitate administrative actions, reasonable cause testing, and post-accident testing in compliance with policy and federal guidelines.

Administrative Director (Designee of the Mayor): Facilitates administrative actions, authorizes reasonable cause and post-accident testing in compliance with policy and federal guidelines. Implements policy. Assures designated testing facility and EAP Provider maintain accreditation and follow guidelines. Oversees and coordinates internal EAP referral process and promotion

Designated Representative: Person authorized to facilitate administrative action in the absence of the Administrative Director

Department Heads/Supervisors: Implement policy, participate in training, acquire appropriate authorization when necessary, assure employee notification for testing and transportation to testing site is in compliance with policy, and documents observable facts.

Employees: Follows policy and can seek assistance from designated Union Representatives and/or Administrative Director.

Designated Testing Facility: Assures process is in compliance with policy and federal guidelines. Adena Regional Health Center is the designated testing site. Assures credibility for random selection process and that cut-off levels are in compliance with current federal and CDL guidelines.

Designated EAP Provider: Assures process in compliance with policy and federal guidelines, implements stipulations set forth by the Letter of Understanding, notifies Administrative Director of any violations, follows SAP protocol. Coordinates external EAP process and promotions with Administrative Director. The Scioto Paint Valley Mental Health Center is the designated EAP's Provider.

SECTION 29.17 System Contact:

Any questions regarding this policy or any other aspect of the City of Chillicothe's drug-free and alcohol-free program should be addressed to individuals in the City Administration and Police

Department. For names and contacts please refer to appendix Drug and Alcohol Policy contact list.

ARTICLE 30

ACTING SERGEANTS AND OFFICER IN CHARGE

Section 30.1 An Acting Sergeant working a particular shift will not be used to fill a vacancy caused by a Sergeant, if such use would constitute ordering a patrolman to fill the vacancy left by use of the Acting Sergeant. To be eligible to be Acting Sergeant an employee must have taken the most recent promotional exam. The selection of Acting Sergeant will be based on the promotional list with the highest-ranking officer on the list offered first.

Section 30.2 Patrol Officers with not less than a minimum of four (4) years with the Chillicothe Police Department and with no active discipline and who are not on the Civil Service Sergeants List are eligible to voluntarily sign up for the Officer in Charge List (OIC List). A new list shall be posted and available for sign-up every three (3) months. Any patrol officer with any active suspension will be immediately removed from the OIC list.

When filling overtime needs due to the absence of a sergeant, the overtime shall first be offered to those employees who are on the Civil Service Sergeants List. If no one takes the overtime opportunity it shall be offered to officers on the current OIC list. Offering to these officers shall be on a rotation basis in the same manner in which overtime is filled pursuant to Article 18 unless staffing for that shift is above minimum and one of the officers on duty meets the requirements to be OIC. If there is such an officer, he or she may agree, but will not be forced to work as OIC for that shift. If no eligible officer agrees to work the overtime, a sergeant will be mandated to cover.

ARTICLE 31

LAYOFF/RECALL

Section 31.1 When the City determines that a layoff is necessary because of job abolishment, lack of funds, or lack of work, they shall notify the affected employees as soon as is practicable in advance (but not less than fourteen days in advance) of the effective date of the layoff.

Section 31.2 The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Bargaining unit members in Sergeant's rank will have the right to bump out the lower seniority Patrol Officer. A Sergeant must exercise his bumping rights within five (5) days of the notice of layoff if their departmental seniority qualifies. Any sergeant on probationary status at the time of layoff shall have their probationary period suspended and if recalled to the position of sergeant, the employee will be required to resume and fulfill the remainder of the probationary period. The rank of Sergeant seniority will be determined by appointment date, Sergeant's with less rank seniority will be bumped or laid off before a Sergeant with greater rank seniority. Department seniority determines seniority for placement for non-supervisory personnel.

All temporary, intermittent, part-time, and seasonal employees of the Police Division of the Police Department will be laid off before members of the bargaining units.

Section 31.3 The City shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Chief of Police informed of his/her current residence or mailing address.

Laid off employees shall notify the Chief of Police of any temporary absence from their regular address. The City agrees that an employee's recall rights shall continue until said employee is contacted or until seven (7) days have lapsed. Each laid off employee shall be entitled to one (1) temporary absence under this section.

Section 31.4 Following the layoff, if the employee secures other employment, he/she shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his/her time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his/her right to recall.

After proper notice by the Safety Director, if the employee does not have to give notice to the other employer or if proper notice has been given, the employee has three (3) days to report to work after notification or after effective date of proper notice.

Laid off employees shall have recall rights for three (3) calendar years from the effective date of layoff.

If a bargaining unit member has bumped back from Sergeant to Patrol Officer, he/she shall be reinstated to a vacancy in his prior rank before any member is installed to a position in that rank.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

Section 32.1 In cases of emergency, declared by the President of the United States, the Governor of the State of Ohio, the Director of Homeland Security, FEMA, local FEMA, the Sheriff or the Federal or State Legislature, such as acts of God or civil disorder etc., the following conditions of this agreement may be temporarily suspended by the employer:

1. Time limits for the processing of grievances; and/or
2. Work rules and/or agreements and practices relating to the assignment of employees.

Section 32.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and proceed from the point in the grievance procedure to which they, the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 33

SPECIAL ASSIGNMENTS

Section 33.1 Employees assigned to special units shall remain in such unit for at least three (3) years, and shall not be eligible for reassignment to a different unit during such time unless the Chief, in his sole discretion, approves the reassignment. Furthermore, the employee shall not be reassigned by the City during this time unless mutually agreed.

Section 33.2 Special Units include the following:

1. Special Weapons and Tactics
2. Detective
3. Drug and Alcohol Resistance Education (DARE) Officer
4. School Resource Officer
5. Community Relations Officer
6. K-9 Officer

Section 33.3 Section 17.4 of the agreement shall not apply to employees assigned to special units.

Section 33.4 The Employer will cover all expenses associated with boarding the K9 when the K9 Officer is on vacation leave. The Employer will also cover all expenses for the veterinary care of the K9 including food and veterinarian recommended supplements.

ARTICLE 34

PROBATIONARY PERIOD

Section 34.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day the employee receives compensation from the employer and shall continue for a period of one (1) calendar year. However, should the City send a new officer to a police training academy the new-hire probationary period does not begin until the officer graduates from the Police Training Academy. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 34.2 Any employee promoted into a higher-level position shall be required to successfully complete a probationary period of six (6) months. An employee serving a promotional probationary period whose performance is judged unsatisfactory or voluntarily requests shall be returned to his/her former classification. An employee serving a promotional probationary period who is reduced to his/her former classification shall be given a letter stating the reason for the reduction. The reduced employee may grieve the reduction up to Step 2 of the Grievance Procedure outlined in Article 13 of this Agreement.

ARTICLE 35

LATERAL TRANSFERS

Section 35.1 Any person considered a recruit hired by Chillicothe Police Department shall be given credit for prior full-time law enforcement experience, full-time dispatch experience, or full-time clerical experience as if the time was served as a member of the Chillicothe Police Department. This experience credit shall only apply to those articles

under this Agreement concerning wages. This experience credit shall not apply towards seniority within the City of Chillicothe Police Department, or any other contract provisions in which length of service is applicable.

Section 35.2 Any person considered a recruit hire by the Chillicothe Police Department with more than two (2) years of prior full-time law enforcement experience, full-time dispatch experience, or full-time city clerical experience will be given two (2) weeks of vacation upon employment with the Chillicothe Police Department. The recruit will then earn vacation based on Article 23 of this Agreement.

Section 35.3 This Article shall apply to any current employee who has prior full-time law enforcement experience, full-time dispatch experience, or full-time city clerical experience, but outside the City of Chillicothe as it relates to wages and vacation.

ARTICLE 36

DURATION

Section 36.1 This Agreement shall become effective at 7:00 AM, on January 1, 2024, and shall continue to be in full force and effect until 11:59 PM December 31, 2026. Both parties agree that while the successor agreement is being negotiated the terms and conditions of this agreement will continue until the successor agreement is ratified.

Section 36.2 If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be pursuant to the State Employment Relations Board (OAC 4117-9-02).

ADDENDUM
MEMORANDUM OF UNDERSTANDING #1

A situation often develops where we have individuals on a certified Civil Service List who are required to take a temporary position, but not a permanent position due to emergency situations.

The first example would be that we would have a police sergeant's civil service list of three individuals. The appointing authority would certify these individuals on the police sergeant's list who are not permanently classified in the position as part-time police sergeant on the DF-18. This should be done in advance. Then when the emergency exists, they can automatically be paid for the different classification of police sergeant and we would be following the Association Agreement.

The other situation is that if all of the individuals on the police sergeant's list are being used as part-time police sergeant and there is no one on the list, then the appointing authority should list a police sergeant for instance, as a temporary police sergeant on the DF-18 and then the Civil Service Commission will approve the payroll.

In this situation, since it has been brought to the appointing authority's attention that there aren't enough people on the police sergeant's list, the appointing authorities should make a request for another examination and make a request for the filling of the position.

Since the police department has shift work, the appointing authority shall limit their part-time and temporary appointments from those who are eligible on the shift involved.

This memorandum procedure is being prepared so that the Auditor and the Civil Service Commission and the OLC and Mayor's office and police chief will understand the procedures required to the Civil Service Laws of non-temporary appointments for more than thirty (30) days and that appointments cannot be successive.

MEMORANDUM OF UNDERSTANDING #2

The City of Chillicothe (City) and the FOP Lodge #59 (Lodge) agree that for the term of this Agreement the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC), will service the collective bargaining agreement and represent bargaining unit employees as determined by the Lodge and FOP/OLC.

SIGNATURE PAGE

Signed and dated at Chillicothe, Ohio on the 2nd day of May, 2024.

FOR THE CITY OF CHILLICOTHE:

Luke Feeney
Luke Feeney, Mayor

Ron Meyers
Ron Meyers, Chief of Police

Jeff Carman
Jeff Carman, Safety-Service Director

Kristal Spetnagel
Kristal Spetnagel, Auditor

Terrill Barnes
Terrill Barnes, Human Resources Director

Robert Young
Robert Young, Labor Consultant

FOR THE FOP/OLC:

Derek Wallace #216
Derek Wallace, Bargaining Chairman

Stephen Sprague #109
Stephen Sprague, Bargaining Committee

Micah Shanks #33
Micah Shanks, Bargaining Committee

Rebecca Matson #911
Rebecca Matson, Bargaining Committee

Jessica Franken
Jessica Franken, FOP/OLC Staff Attorney

Appendix A

Cadet 2024	\$20.42
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<u>Officer</u>	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year
	\$27.05	\$30.32	\$31.80	\$33.02	\$34.30	\$35.64
2024 (\$1 & 3%)						

<u>Sergeant</u>	1 st Year	2 nd Year
	\$37.71	\$39.91
2024 (\$1 & 3%)		

<u>Clerk</u>	Entry	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
2024 (\$1 & 3%)	\$20.81	\$22.41	\$23.29	\$23.89	\$24.47	\$25.07	\$25.66	\$27.54	\$28.20	\$28.88

<u>Comm. Operator</u>	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
2024 (\$1 & 3%)	\$22.73	\$23.60	\$24.27	\$24.77	\$25.39	\$25.98	\$27.89	\$28.55	\$29.26

<u>Cadet</u> 2025	\$21.31
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<u>Officer</u>						
2025 (3.5%)	1	2	3	4	5	6
	\$28.00	\$31.38	\$32.91	\$34.18	\$35.50	\$36.89

<u>Sergeant</u>	1	2
2025 (3.5%)	\$39.03	\$41.31

Clerk	Entry	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
2025										
(3.5%)	\$21.54	\$23.19	\$24.11	\$24.73	\$25.33	\$25.95	\$26.56	\$28.50	\$29.19	\$29.89

Comm.	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
<u>Operator</u>									
2025									
(3.5%)	\$23.53	\$24.43	\$25.12	\$25.64	\$26.28	\$26.89	\$28.87	\$29.55	\$30.28

Appendix C

Cadet 2026	\$21.87
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<u>Officer</u>									
2026 (3.5%)	1	2	3	4	5	6			
	\$28.98	\$32.48	\$34.06	\$35.38	\$36.74	\$38.18			

<u>Sergeant</u>									
2026 (3.5%)	1	2							
	\$40.39	\$42.76							

<u>Clerk</u>	Entry	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
2026 (3.5%)	\$22.29	\$24.00	\$24.95	\$25.60	\$26.22	\$26.86	\$27.49	\$29.50	\$30.21	\$30.94

<u>Comm.</u>	1 Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	10 Yrs	15 Yrs
<u>Operator</u>									
2026 (3.5%)	\$24.35	\$25.29	\$26.00	\$26.54	\$27.20	\$27.83	\$29.87	\$30.58	\$31.34

Officers and Sergeants

Step 1 is earned immediately upon hire.

Step 2 is earned after one (1) year of continuous service within the assigned classification.

Meaning beginning of 2nd.

Step 3 is earned after two (2) years of continuous service within the assigned classification.

Meaning beginning of the 3rd.

Step 4 is earned after three (3) years of continuous service within the assigned classification.

Meaning beginning of the 4th.

Step 5 is earned after four (4) years of continuous service within the assigned classification.

Meaning beginning of the 5th.

Step 6 is earned after five (5) years of continuous service within the assigned classification.

Meaning beginning of the 6th.