

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 22- 06

TO APPROVE CONTRACT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. FOR THE PERIOD BEGINNING APRIL 1, 2022 AND ENDING DECEMBER 31, 2024.

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, Inc., is the recognized bargaining unit for the full-time police officers, corporals, and police sergeants in the City of Cheviot;

WHEREAS, the labor union and the City have a current contract, which expires on March 31, 2022;

WHEREAS, prior to the expiration of the current contract, the labor union and the City have been in negotiations to enter into a new agreement; and

WHEREAS, an agreement has been reached between the Bargaining Team of the City of Cheviot and the representatives of the labor union, and the union membership has voted to approve the contract.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO THAT:

Section 1. The collective bargaining agreement between the City of Cheviot and the Fraternal Order of Police, Ohio Labor Council, Inc., for the period beginning April 1, 2022 and ending December 31, 2024, a copy of which is attached hereto and made a part hereof, is hereby approved.

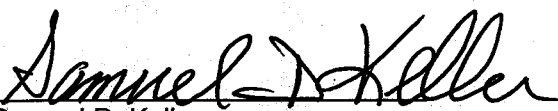
Section 2. This resolution shall take effect immediately.



Kerry Smyth
President of Council

4/5/22

Date passed

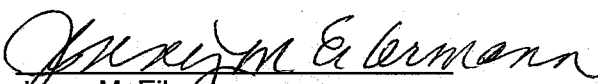


Samuel D. Keller
Mayor

4/5/22

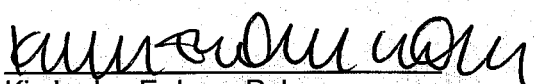
Date approved

Attest:



Jenny M. Eilermann
Clerk of Council

Approved as to form:

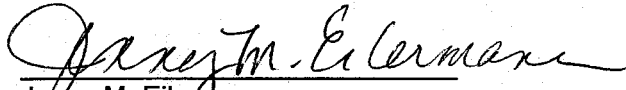


Kimberlee Erdman Rohr
Law Director

CERTIFICATE OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the Western Hills Press, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

- 1) 4/13, 2022, and
- 2) 4/20, 2022.


Jenny M. Eilermann
Clerk of Council

**LABOR AGREEMENT
BETWEEN**



**THE CITY OF CHEVIOT, OHIO
AND**



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
April 1, 2022 through December 31, 2024**

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ARTICLE 1 AGREEMENT/PURPOSE

SECTION 1.1. This agreement, entered into by the City of Cheviot, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", has as its purpose the following : to comply with the requirements of chapter 4117 of the Ohio Revised Code as to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit(s) as defined herein.

ARTICLE 2 FOP RECOGNITION

SECTION 2.1. The Employer recognizes the FOP as the sole and exclusive representative for those employees of the Employer in the bargaining unit(s). Whenever used in this agreement, the term "bargaining unit(s)" shall be deemed to include those full-time Patrol Officers, Corporals and those full-time employees employed by the Employer in the classification of Sergeant. The parties recognize and agree that this agreement constitutes a multiple unit agreement and, unless delineated specifically by clause, all provisions of this Agreement apply equally to both units.

SECTION 2.2. All management level employees, confidential employees, professional employees, seasonal and casual employees, supervisory employees as defined in the Ohio Revised Code and all other employees of the Employer specifically excluded from the bargaining units.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 3.1. The Employer possesses the sole right to operate the Department and all management rights repose in it. The Employer's exclusive management rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this agreement:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Department, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate or hire employees.

- C. To maintain and improve the efficiency and effectiveness of operations and programs.
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the work force.
- G. To determine the overall mission of the Department as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the Department as a government unit.
- J. The right to test for illegal drugs or the involvement in controlled substance abuse, whenever the City, during the course of an investigation by authorized City personnel, has reasonable suspicion that the employee has engaged in such activity. This type of testing would also be subject to the same requirements and restrictions as stipulated in the Drug and Alcohol Abuse policy.
- K. The right to establish a policy against sexual harassment, and to set rules for the enforcement of that policy.

SECTION 3.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights, responsibilities and functions of the Employer.

ARTICLE 4 DUES DEDUCTION AND FOP SECURITY

SECTION 4.1. The Employer agrees to deduct FOP membership dues, fees and assessments in accordance with this Article for all Employees eligible for the bargaining unit.

SECTION 4.2. The Employer agrees to deduct FOP membership dues once each pay period from the pay of any eligible employees in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the Employer or his designee by the Employee or his designee. Upon receipt of the proper authorization, the Employer or his designee will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer or his designee.

SECTION 4.3. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues.

The FOP agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition shall be the sole and exclusive obligation and the responsibility of the FOP.

SECTION 4.4. The Employer shall be relieved from making such individual "check off" deductions upon an employee's: (1) Termination of Employment; (2) Transfer to a job other than one covered by the bargaining unit; (3) Layoff from work; or (4) An unpaid leave of absence.

SECTION 4.5. The Employer or his designee shall not be obligated to make deductions from any Employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

SECTION 4.6. The parties agree that neither the Employee nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless claim of error is made to the Employer or his designee in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

SECTION 4.7. The rate of which dues are to be deducted shall be certified to the Employer or his designee by the FOP. One (1) month advance notice must be given the Employer or his designee prior to making any changes in an individual's dues deductions.

SECTION 4.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits revocation of the dues deduction authorization to the Employer or his designee.

SECTION 4.9. All dues shall be forwarded to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215 once each month via ACH payment or by regular US mail.

ARTICLE 5 FOP REPRESENTATION

SECTION 5.1. Non-Employee representatives of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as

permitted herein. Upon arrival, the FOP representative shall identify himself to the Employer or his designee.

SECTION 5.2. The Employer shall recognize three (3) employee's, (one [1] Police Officer, one [1] Corporal and one [1] Sergeant), designated by the FOP to act as FOP representatives authorized under this agreement. Alternate representatives may be designated by the FOP to perform the duties of a regular representative in the absence of said representative. The FOP shall submit in writing the names of the Employee's to act as representatives for the purpose of this Agreement.

SECTION 5.3. The investigation and writing of grievances shall normally be performed on non-work time (defined as off-duty hours, authorized breaks and meal periods) unless otherwise authorized by the shift supervisor at a time when such activities do not interfere with the efficient and proper operation of the Department. An Employee or employee representative involved in grievance presentation's, pre-disciplinary hearings or other authorized representational activities shall not suffer any loss of pay for time spent in activities, if such activities are scheduled on the Employee's work time, nor shall such Employee receive any compensation or benefits from the Employer if such activities take place during the Employee's off-duty time.

ARTICLE 6 NON-DISCRIMINATION

SECTION 6.1. The provisions of this Agreement shall be applied equally to all Employee's in the bargaining units without discrimination as to age, sex, race, color, religion, handicap or national origin.

SECTION 6.2. The Employer agrees not to interfere with the rights of the Employees to become members of the FOP, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any Employee because of FOP membership or because of any legal employee activity in an official capacity on behalf of the FOP.

SECTION 6.3. The FOP agrees not to interfere with the rights of the Employees to not become members of the FOP, and there shall be no disparate treatment, restraint, or coercion by the FOP or its representatives against any Employee exercising the right to abstain from membership in the FOP or involvement in FOP activities.

SECTION 6.4. All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female Employees.

ARTICLE 7
LABOR / MANAGEMENT MEETINGS

SECTION 7.1. In the interest of sound labor/management relations, upon the request of either party, not more than once each quarter on a mutually agreeable day and time, the Employer and/or its designee(s) shall meet with not more than three (3) representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship.

SECTION 7.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of changes made by the Employer which effect bargaining unit members of the FOP.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedures when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to Employees.

SECTION 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 8.1. The term "grievance" shall mean any allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor in those matters not covered by this Agreement.

SECTION 8.2. If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (such as workers' compensation, unemployment compensation, equal employment opportunity, civil rights, etc.) such matters may not be subject of a grievance or be processed as such.

SECTION 8.3. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates. Grievances of Suspension without pay, Reduction in pay and position or Discharge from employment shall be presented directly to Step 2 in the grievance process. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Employee within the time limits provided shall be considered resolved based upon Employer's last answer. Grievances of Written reprimand are not subject to Arbitration (Step 5).

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

A grievance may be brought by any aggrieved Employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several Employees in the same manner, one (1) Employee shall be selected by the group to process the grievance. Each aggrieved Employee who desires to be included in such a grievance shall be required to sign the grievance.

SECTION 8.4. The aggrieved Employee shall use a written grievance form which shall provide the following information:

1. Aggrieved Employee's name and signature;
2. Date, Time and Location of grievance;
3. Description of incident giving rise to the grievance;
4. Articles and Sections of the Agreement violated;
5. Date grievance was first discussed;
6. Name of Supervisor with whom grievance was first discussed;
7. Date grievance was filed in writing; and
8. Desired remedy to resolve grievance(s).

The FOP shall have the responsibility for the duplication and distribution of, and its own accounting for, the grievance forms.

SECTION 8.5. It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every possible effort shall be made by the Employer and the FOP to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following shall be followed:

STEP 1: In order for a grievance to receive consideration under this procedure, the Employee shall orally present the grievance to the Employee's immediate supervisor within seven (7) calendar days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

STEP 2: If the grievance is not resolved in Step 1 and the Employee wishes to proceed to Step 2, the Employee, shall reduce the grievance to writing and shall, within fourteen (14) calendar days of the occurrence that gave rise to the grievance, present the written grievance to the Police Chief or his designee. The Police Chief or his designee shall investigate and respond in writing to the Employee within seven (7) calendar days following the presentation of the grievance to Step 2.

STEP 3: If the grievance is not resolved in Step 2 and the Employee wishes to proceed to Step 3, the Employee shall present the written grievance to the Safety- Service Director or his designee within seven (7) calendar days from receipt of the Step 2 answer. The Safety-Service Director or his designee shall investigate the matter and shall respond in writing to the Employee seven (7) calendar days following the presentation of the grievance to Step 3.

STEP 4: If the grievance is not resolved in Step 3 and the Employee wishes to proceed to Step 4, the Employee shall present the written grievance to the Mayor or his designee within seven (7) calendar days from receipt of the Step 3 answer. The Mayor or his designee shall investigate the matter, shall meet with the Employee and his desired FOP representative, if any, within fourteen (14) calendar days of the receipt of the grievance, if the Mayor or his designee determines that a meeting is necessary, and shall respond in writing to the grievant within twenty-one (21) calendar days following the presentation of the grievance to Step 4.

STEP 5 (ARBITRATION): If the grievance is not satisfactorily resolved in Step 4, it may be submitted to Arbitration upon request of the FOP in accordance with this section of this Article. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty one (21) calendar days from the date of the final answer on such grievance under Step 4 in the grievance procedure, the FOP shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. After receipt of a request to arbitrate, a representative of each of the parties (the FOP and the Employer) shall attempt to agree on an arbitrator. Should representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternately striking the names from the list until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

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

The decisions of the arbitrator shall be final and binding. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous agreement, grievances or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge, suspension, or reduction, the arbitrator shall have the authority to award modification of said discipline.

The fees and other costs for services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be equally borne by the parties.

The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of the court reporter's attendance are split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, nor shall such Employee receive any compensation or benefits from the Employer if such hearing hours are during the Employee's off duty time.

SECTION 8.6. When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP grievance representative will be notified of his right to be present at the adjustment. In the event the Employee seeks arbitration without the approval of the FOP, he shall be solely responsible for any and all expenses ordered by the arbitrator.

ARTICLE 9 DISCIPLINE

SECTION 9.1. The tenure of every bargaining unit Employee of the Cheviot Police Department shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. The Employer may take this type of action while the Employee is on duty, working under the colors of the Employer, or off-duty representing himself as an Employee of the Police Department. The Employee may not be disciplined for actions on his own personal time that do not reflect directly on the Police Department, or do not violate any State or Federal statutory provisions, or departmental standards of conduct, rules or regulations. The forms of disciplinary action are:

1. Written reprimand
2. Suspension without pay or Temporary assignment, not to exceed sixty (60) calendar days
3. Reduction in pay and position, or
4. Discharge from employment.

SECTION 9.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, violation of Departmental standards of conduct, rules or regulations, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

SECTION 9.3. Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.

SECTION 9.4. Any time the Employer or any of its representatives has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

SECTION 9.5. During the course of any Departmental investigation into allegations of violations of Departmental standards of conduct or rules and regulations, including pre-disciplinary conferences, the Employee suspected of a violation, and/or any Employee being questioned regarding another Employee suspected of a violation, shall be informed, prior to questioning, that failure to respond or respond truthfully to questioning

may result in a charge of insubordination and/or neglect of duty for which the Employee may be subject to discipline.

SECTION 9.6. Whenever the Employer or his designee determines that an Employee may be disciplined for cause (including only suspensions, reductions or discharge), a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

SECTION 9.7. Pre-disciplinary conferences will be conducted by a neutral Department supervisor selected from those supervisors not directly in the chain of command of the Employee, or by a neutral selected from outside of the Department. The Employer, or his designee, shall select the neutral.

SECTION 9.8. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the Employee a written outline of the charges, the reason(s) and basis for disciplinary action. The Employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure to elect and pursue one of the above three (3) options will constitute the Employee's waiver of his right to a pre-disciplinary conference.

SECTION 9.9. At the pre-disciplinary conference, the neutral will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.

SECTION 9.10. At the conference the Employer and Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employee may be represented by any person he chooses. The Employer and Employee shall provide a list of witnesses to the neutral as far in advance as possible, but not later than two (2) hours prior to the pre-disciplinary conference. It is the Employer and Employee's responsibility to notify witnesses that either desires their attendance at the pre-disciplinary conference.

SECTION 9.11. The Employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral concluding as to whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. The neutral shall have ten (10) days to prepare his report. A copy of the neutral's report will be provided to the Employee within five (5) days following its preparation.

SECTION 9.12. Disciplinary action may be appealed through the grievance procedure.

ARTICLE 10 PERSONNEL FILES

SECTION 10.1. Each Employee may inspect his official personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any document contained therein at the Employee's cost. An Employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 10.2. No anonymous material of any type or statements of hearsay shall be included in the Employee's personnel file. If an unfavorable statement or notation is in the file the Employee may place a statement of explanation or rebuttal in the file. Any and all material three (3) years old shall be purged entirely from the file in accordance with guidelines established by the Ohio Revised Code concerning public records.

SECTION 10.3. Records of written reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the Employee, be removed from the official personnel file, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect three (3) years from the date of issuance and shall, upon request of the Employee, be removed from the official personnel file. Any oral/verbal warning(s) issued prior to the signing of this agreement shall have no force or effect.

SECTION 10.4. The following items shall be considered public information available upon request to the Employer, from an Employee's official personnel file: annual salary, degree(s) held, areas of special certification, and awards or commendations. All other documents in the official personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the Employee.

ARTICLE 11 PROBATIONARY PERIODS

SECTION 11.1. Every newly hired Employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary Employee may be terminated any time during his probationary period and shall have no right to appeal the termination.

SECTION 11.2. Any Employee promoted into a higher level position shall be required to successfully complete a probationary period of one (1) calendar year. An Employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former position, or a similar position.

SECTION 11.3. Any Employee who has successfully completed a probationary period with the Employer as a Part-Time Police Officer and is hired by the Employer as a Full-Time Police Officer shall complete an additional probationary period of six (6) months, however the Probationary pay rate will be in effect for one (1) year. A newly hired

probationary Employee may be terminated any time during his Part-Time and/or Full-Time probationary period and shall have no right to appeal the termination.

ARTICLE 12 SENIORITY

SECTION 12.1. "Seniority" shall accrue to all Employee's in accordance with the provisions of this Agreement. Seniority, as defined in Section 12:2., of this Article, will apply wherever Employee seniority rights are established in the terms and conditions of this Agreement.

SECTION 12.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the Police Department.

- I. The following situations shall not constitute a break in continuous service:
 - A. Absence while on approved leave of absence.
 - B. Absence while on approved sick or disability leave.
 - C. Military leave.
 - D. A layoff of two (2) years duration or less; and
 - E. A resignation where the Employee is re-employed or reinstated within thirty (30) days.

- II. The following situations constitute breaks in continuous service for which seniority is lost:
 - A. Discharge for just cause.
 - B. Retirement.
 - C. Layoff for more than two (2) years.
 - D. Failure to return to work within fifteen (15) calendar days of a recall from layoff.
 - E. Failure to return to work at the expiration of a leave of absence, and
 - F. Resignation where the Employee is re-employed or reinstated after thirty (30) days.

SECTION 12.3. The Employer shall post a seniority list, once every six (6) months, on the Department bulletin board showing the continuous service of each Employee. One (1) copy of the seniority list shall be furnished to the FOP upon request.

SECTION 12.4. Employee's laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

ARTICLE 13 LAYOFF AND RECALL

SECTION 13.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected Employee's fifteen (15) days in advance of the effective date of the layoff or job abolishment. Employee's will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP, agrees to discuss with representatives of the FOP the impact of the layoff on bargaining unit employees.

SECTION 13.2. Layoffs in the sergeant bargaining unit shall be in inverse order of seniority in rank, with the least senior sergeant being laid off first. Any Employee in the sergeant bargaining unit receiving notice of long term layoff lasting more than seventy-two hours shall have five (5) calendar days following the receipt of such notice in which to exercise his right to bump the least senior Employee in the patrol officer bargaining unit. Any sergeant bumping into the patrol officer bargaining unit shall be paid a rate not in excess of the rate of pay of the highest paid member of the patrol officer bargaining unit.

SECTION 13.3. Layoffs in the patrol officer bargaining unit shall be in inverse order of seniority with the least senior patrol officer being laid off first.

SECTION 13.4. Employee's who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled, in inverse order of their layoff, provided they are presently qualified to perform their work in the work section to which they are recalled. Any recalled Employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall at the discretion of the employer. Any training required in this section shall be at the Employer's expense.

SECTION 13.5. Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee.

SECTION 13.6. The recalled Employee shall have fifteen (15) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice

in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

SECTION 13.7. For the purpose of Section 13.3. of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service in the Police Department.

SECTION 13.8. Before any bargaining unit member is laid off, officers working special assignments, including but not limited to investigations and Drug Taskforce officers will be assigned to patrol duties.

**ARTICLE 14
WAGES AND COMPENSATION**

SECTION 14.1.

Effective April 1, 2022, rates of pay for Patrol Officers bargaining unit members shall be increased by six percent. Police Corporal and Police Sergeants rate of pay, shall be increased as indicated in Section 14.1.A.

Class: Patrol Officers	Probation Rate	After One Year
ANNUAL:	\$62,591.19	\$77,473.74
BI-WEEKLY:	\$2,407.35	\$2,979.76
HOURLY:	\$30.09	\$37.25

Class: Corporal	Rate
ANNUAL:	\$83,284.27
BI-WEEKLY:	\$3,204.24
HOURLY:	\$40.04

Class: Police Sergeants	Probation Rate	After One Year
ANNUAL:	\$84,446.37	\$89,094.80
BI-WEEKLY:	\$3,247.94	\$3,426.72
HOURLY:	\$40.60	\$42.83

Effective January 1, 2023, rates of pay for Patrol Officers bargaining unit members shall be increased by five percent. Police Corporal and Police Sergeants rate of pay, shall be increased as indicated in Section 14.1.A.

Class: Patrol Officers	Probation Rate	After One Year
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ANNUAL:	\$65,720.75	\$81,347.42
BI-WEEKLY:	\$2,527.72	\$3,128.75
HOURLY:	\$31.60	\$39.11

Class: Corporal	Rate
ANNUAL:	\$87,448.48
BI-WEEKLY:	\$3,363.40
HOURLY:	\$42.04

Class: Police Sergeants	Probation Rate	After One Year
ANNUAL:	\$88,668.69	\$93,549.54
BI-WEEKLY:	\$3,410.33	\$3,598.06
HOURLY:	\$42.63	\$44.98

Effective January 1, 2024, rates of pay for Patrol Officers bargaining unit members shall be increased by four percent. Police Corporal and Police Sergeants rate of pay, shall be increased as indicated in Section 14.1.A.

Class: Patrol Officers	Probation Rate	After One Year
ANNUAL:	\$68,349.58	\$84,601.32
BI-WEEKLY:	\$2,628.83	\$3,253.90
HOURLY:	\$32.86	\$40.67

Class: Corporal	Rate
ANNUAL:	\$90,946.42
BI-WEEKLY:	\$3,497.94
HOURLY:	\$43.72

Class: Police Sergeants	Probation Rate	After One Year
ANNUAL:	\$92,215.44	\$97,291.52
BI-WEEKLY:	\$3,546.75	\$3,741.98
HOURLY:	\$44.33	\$46.77

Section 14.1.A. Compensation differentials shall be recognized between the ranks of patrol officers and sergeants in the Cheviot Police Department as follows:

1. A fifteen percent (15%) differential between the rank of Police Officer (Top Pay Scale, not including investigator) and Non-Probationary Police Sergeant.
2. A nine percent (9%) differential between the rank of Police Officer (Top Pay Scale, not including investigator) and Probationary Police Sergeant.
3. A seven and one half percent (7.5%) differential between the rank of Police Officer (Top Pay Scale, not including investigator) and Police Corporal.

Section 14.1.B. The selection of Investigators shall be as follows:

- Posting of position, no less than fifteen (15) days prior to appointment.
- Interested Employees must submit a letter of interest.
- Interested Employees who submit a letter of interest shall be interviewed by Cheviot Police Supervisors and Chief of Police. The chief of police will make the final decision.

Police Officers assigned to the position of Investigator shall receive a three and one-half percent (3.5%) differential above the top Pay Scale in their rank classification for all hours assigned as an Investigator.

Section 14.1.C. If prior to or during the term of this agreement the Employer creates and promotes an Employee to the rank of Corporal, the promotion shall be based on the eligibility list from the Sergeants promotional exam. If no valid Sergeants promotional eligibility list exists, the Employer shall give a Sergeants promotional exam in order to fill the promotion.

Section 14.2 Shift Differential: Effective April 1, 2019, regarding twelve (12) hour shift assignments consisting of two (2) separate shift assignments per day. All bargaining unit members working a tour of duty on night shift between 1730 hours thru 0530 hours and/or between 1800 hours thru 0800 hours shall receive a shift differential of Sixty cents (\$.60) per hour in addition to their regular rate of pay for all time worked on that shift. All bargaining unit members working a tour of duty on day shift between 0530 hours thru 1730 hours and/or 0600 hours thru 1800 hours shall receive a shift differential of Sixty cents (\$.60) per hour in addition to their regular rate of pay while starting or ending their shift listed in the aforementioned "night shift" shift differential description. Payment of shift differential compensation earned during any portion of the previous twelve-month period shall be made in a lump sum, by separate check, during the first pay period in December of each year.

Section 14.2.A. Field Training Officer (FTO) Pay: Effective April 1, 2016 all Patrol Officers assigned as Field Training Officers shall receive one dollar (\$1.00) per hour above their base rate of pay for all hours actually working as a Field Training Officer.

SECTION 14.3. The listing of annual salaries in Section 14.1. is accurate, and an Employee's base pay (excluding overtime and premiums) per pay period is determined by dividing the annual salary by the number of pay periods within a twelve (12) month

period. The listing of hourly rates of pay is used for the calculation of overtime or premium pay entitlement, and shall not operate to reduce or increase an Employee's pay entitlement per pay period as a result of shift fluctuations.

SECTION 14.4. On the effective date of this Agreement, all employees shall be placed in the pay step in their assigned pay range which corresponds to their length of service in rank. Thereafter, probationary Employees shall be advanced to the higher step at the beginning of the pay period which follows their anniversary date on entry into their rank.

SECTION 14.5. The Employer reserves the right to begin a new hire Employee at the rate above the probationary rate where exceptional qualifications or experience warrant it. Promoted Employees shall begin at the probationary rate, and then advance to the higher step as in Section 14.4.

ARTICLE 15 HOURS OF WORK AND OVERTIME

SECTION 15.1. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall be comprised of twelve (12) hour or a majority of twelve (12) hour days. The work schedule shall begin on Saturday and end on Friday and consist of forty (40) hours of work performed during a seven (7) day workweek. The Employer reserves the right to determine a change in the schedule as to the normal hours worked per day. The schedule for a calendar year shall be posted on or before December 1st prior to the calendar year.

SECTION 15.2. When an employee is required to work in excess of their regularly scheduled work shift, the employee shall be paid overtime pay for such work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours of work for the purpose of this Article shall mean all hours in active pay status, which shall be defined as actual hours worked, hours on paid vacation, hours on paid sick leave and hours on paid personal/compensatory leave. The Employee will have the right to choose between paid overtime and compensatory time, until he or she builds eighty-four (84) hours of compensatory time, which will be the maximum. Any overtime worked after the maximum number of hours of compensatory time eighty-four (84) hours will be paid at a rate of one and one half (1-1/2) times the officer's regular salary as overtime compensation. During the time which the City maintains Bargaining Unit Employees on a twelve (12) hour work schedule, the City shall grant four (4) hours of "Kelly Time" every two weeks to each Bargaining Unit Member on a twelve (12) hour work schedule.

Forty-two (42) hours of compensatory time may be carried over from one calendar year to the next. All compensatory time in excess of forty-two (42) hours must be used by the employee either in time off or in financial compensation, at the chief's discretion, before December 31 in the calendar year in which it was earned.

SECTION 15.3. There shall be a minimum of two (2) officers working each shift at all times during the shift. These officers must be below the rank of chief and in uniform.

SECTION 15.4. The bargaining units shall vote in November of each year whether to work permanent or rotating shifts, and that decision shall become effective on January 1, of the following year. If the units vote to work permanent shifts they shall be assigned according to seniority in each bargaining unit (Patrol Officer and Sergeant).

ARTICLE 16 COURT TIME AND CALL-IN TIME

SECTION 16.1. Any Employee who is required to appear on off-duty time before an official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the Employee's official duties, and any Employee called in to work at a time outside his regularly scheduled shift, which call-in does not abut either end of his regular shift, shall receive credit for four (4) hours actually worked at the time and one-half rate of pay, excepts as follows.

An Employee appearance for Mayors Court shall receive credit for three (3) hours actually worked at the time and one-half rate of pay.

If court time appearance or call-in lasts more than the hours set above, the Employee shall receive credit for all hours actually worked, at the rate of time and one-half (1-1/2) the Employee's regular rate of pay.

ARTICLE 17 LONGEVITY PAY

SECTION 17.1. Employee's who have completed twenty-four (24) months of continuous service with the Cheviot Police Department prior to each November 1, shall be entitled to receive longevity pay in the amount of one hundred seventy five dollars (\$175.00) per year for each year of service up to a maximum of ten (10) years of service. The maximum amount payable under this Article is one thousand seven hundred and fifty dollars (\$1,750.00) per Employee. Payment of longevity pay shall be made in a lump sum with the first pay in each December.

Employees hired on or after April 1, 2013 shall not receive longevity benefits.

ARTICLE 18

INSURANCE

SECTION 18.1. The city shall provide a Health Medical Plan. The City shall provide to the employees a copy of the Health Medical plan each benefit year.

All employees electing to be included in the Health Medical Plan shall contribute toward the premium an amount equal to Twenty 20% percent of the cost to the City depending on the level of coverage and plan chosen by the employee for the benefit years January 1, 2022 through December 31, 2024. The employee contribution of twenty percent (20%) shall be adjusted annually as the cost to the City is adjusted by the medical plan provider. All payments required hereunder shall be made on a pretax deduction basis. Said deductions shall be made in equal installments in each biweekly pay period.

The city shall provide a Health Reimbursement Allowance Account (HRA) for all employees and contribute annually the dollar amount described below. The city fiscal year regarding the Health Medical Plan shall be August 1 through July 31 of each year. Reimbursement for any deductible expenses must be accompanied by your Explanation of Benefits (EOB) form from the insurance company. The HRA Allowance shall depend on the coverage level chosen by the employee; all unused HRA Allowance shall be rolled over into the employee HRA account for the subsequent year with no cap on the dollar amount. Upon retirement, the employee will be able to access his/hers unused HRA Allowance that he/she accumulated during his/hers active employment. However, if the employee resigns or terminates employment he/she shall no longer be eligible for the allowance. Receipts of services will still be required in order to receive a reimbursement. The City and employee shall abide by The Federal Statute regarding HRA accounts. See HRA schedule below.

If there is a change in status, adding or dropping dependents the HRA Allowance will be changed accordingly as of the first (1st) of the following month.

The City also agrees that once an employee has depleted their HRA account, they may submit additional HRA eligible expenses for reimbursement. See additional Health Reimbursement Funding below.

Health Reimbursement Arrangement (HRA) Allowance:

<u>Coverage Level</u>	<u>Employers Annual Contribution</u>
Single	\$ 420.00
Employee/Spouse	\$ 840.00
Employee/Child(ren)	\$ 840.00
Family	\$1,200.00

The City of Cheviot will also offer a HSA (health savings account) to its employees at the same funding levels.

Additional Health Reimbursement Funding

Employee Expenses

\$1,000-\$1,999.99
\$2,000 – and above

Additional City Funding

50% once HRA is exhausted
City pays one hundred percent (100%)

Employee Opt Out

Each employee shall be eligible to opt out of the Health Medical Plan provided by the City if they so choose, and can show proof of health coverage elsewhere. Employees choosing to opt out will have no health medical coverage through The City of Cheviot, however he/she will be entitled to a monthly prorated amount that is as follows:

Single	\$2,000 or \$166.66 per month
Employee/Spouse	\$2,500 or \$208.33 per month
Employee/Children	\$2,500 or \$208.33 per month
Employee/Spouse/1 Child	\$3,000 or \$250.00 per month
Employee/Souse/2+ Children	\$3,000 or \$250.00 per month

In the event the employee has chosen to opt out of the Health Medical Plan and subsequently loses his/her coverage from their plan, he/she shall be eligible to return to the City's Health Medical Plan upon completion of the enrollment documents. The HRA allowance shall be prorated based on the entry into the Health Medical Plan.

** If the new Federal Health Care Plan (when adopted) imposes penalties or sanctions of any type , for any reason, on a city for employee withdrawal from their health plan, then the city reserves the right to stop the employee opt out payments.

Representatives of the bargaining unit employees will form a two (2) person insurance committee so their views may be considered when the Employer purchases this insurance. The Union and bargaining unit members agree that no substantially equivalent clause will exist with regard to the choice of medical plan providers, insurance company, or levels of benefits.

SECTION 18.2

The Employer shall maintain Police liability insurance coverage for all bargaining unit Employees, substantially equivalent to that in effect as of the effective date of this

Agreement, for the duration of this Agreement, so long as it is available to the Employer at a reasonable cost. The Employer shall pay the total monthly premiums for such coverage.

SECTION 18.3

All full-time employees shall have a Life and AD&D insurance policy equal to one (1) year salary paid to the Employee's designated beneficiary at the current rate of pay provided by the City. The Employer shall pay the total monthly premiums for such coverage. Life and AD&D coverage amount is subject to the age reduction schedule in the prevailing insurance policy.

SECTION 18.4 There will be a spousal waiver/surcharge for the spouse of an employee who is eligible for health insurance coverage through their Employer, but chooses to enroll in the City of Cheviot health insurance plan.

Subject to the following conditions:

- 1) The spouse must be working an average of 32 hours per week at their Employer.
- 2) The Employer must offer an Employer sponsored health plan with an Employer contribution level of 75% or greater.
- 3) If the two above conditions are met and the spouse still wants to be covered under the City of Cheviot health insurance plan an additional amount will be added to the employee's contribution rate for coverage of employee/spouse, employee/spouse/1 child or employee/spouse/2+ child.
- 4) The additional surcharge amounts will be \$35 bi-weekly for the life of this agreement.

ARTICLE 19 EQUIPMENT/CLOTHING

SECTION 19.1. The Employer shall supply and replace at no cost to the Employee's, all equipment and uniforms required by the Employer, excluding footwear, socks, and underwear, in quantities specified by the Employer, but the cleaning expense shall be the responsibility of the Employee. In addition to the Employer supplying and replacing all necessary uniforms and equipment, each Employee will receive six hundred dollars (\$600.00) clothing allowance payable by the Employer in two (2) equal installments on June 30th and December 31st. Clothing allowance shall be calculated at 1/12 of the annual allowance for every month or portion thereof that the officer is employed. An Employee who terminates employment shall not be entitled to a pro-rata portion of the clothing allowance on severance.

SECTION 19.2. All uniform and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an Employee, be returned to the Employer prior to the issuance of any final compensation to the Employee. Any issued item which is lost by an Employee shall either be replaced or paid for at current market value, at the option of the Employee.

SECTION 19.3. Equipment and other items not issued or required by the Employer may be utilized or worn on duty only with the permission of the Police Chief.

SECTION 19.4. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prostheses, which damage occurs in the active discharge of an Employee's duties, the Employee shall file a damage claim with the Ohio Bureau of Worker's Compensation and, if the claim is allowed by Workers' Compensation, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement of the damaged item(s).

SECTION 19.5. When an Employee provides evidence that he has sustained damage to personal property while on duty and without negligence or misuse on his part, the Employer shall reimburse him or her for the cost of necessary replacement or repairs up to a maximum of two hundred dollars (\$200.00) per year, but no more than one hundred dollars (\$100.00) for jewelry items. Any restitution received by the Employee as compensation for this damage shall be remitted to the Employer up to the amount that was paid by the Employer.

ARTICLE 20 HOLIDAYS

SECTION 20.1. Employees shall receive holiday pay as defined below, for the following holidays, which shall be observed on the day indicated:

NEW YEAR'S DAY - JANUARY 1ST
MARTIN LUTHER KING DAY - THIRD MONDAY IN JANUARY
PRESIDENT'S DAY - THIRD MONDAY IN FEBRUARY
MEMORIAL DAY - LAST MONDAY IN MAY
INDEPENDENCE DAY - JULY 4TH
LABOR DAY - FIRST MONDAY IN SEPTEMBER
THANKSGIVING DAY - FOURTH THURSDAY IN NOVEMBER
VETERANS DAY
CHRISTMAS EVE - DECEMBER 24TH
CHRISTMAS DAY - DECEMBER 25TH
EMPLOYEE'S BIRTHDAY

SECTION 20.2. For each holiday listed above, Employees shall receive their regular daily rate of pay as holiday pay, up to but no more than eighty-eight (88) hours for employees working eight (8) hour shifts and up to but no more than ninety-six (96) hours for employees working 12 hour shifts. In lieu of holiday pay as defined herein above, an Employee may elect to receive holiday compensatory time off at the rate of one (1) hour off for each holiday hour. Holiday compensatory time shall be considered separately from overtime compensatory time. The Employee shall indicate to the Police Chief or his designee, his choice of holiday pay or holiday compensatory time off at the end of the pay period in which the holiday occurred. Requests to take holiday compensatory time off must be submitted to the Police Chief or his designee at least one (1) week in advance of the date for which it is requested. Holiday compensatory time off requires the approval of the Police Chief or his designee, and is subject to the operational needs of the Department. Employees who actually work on a holiday will be paid overtime compensation in salary rate of one and a half (1 1/2) times the actual overtime hours, or portions thereof, worked. Overtime for fractions of hours will be reported in one-half (1/2) increments. The employee will be paid overtime for all hours worked on a shift which begins on a holiday. Any holiday compensatory time that is not used throughout the year shall be paid to the employee during the first pay period in December of each year.

SECTION 20.3. Employees on an approved vacation leave shall receive holiday pay. Employees on disciplinary suspensions or unpaid leaves of absence during a holiday shall not be paid holiday pay. Employees on sick leave on a holiday or the day immediately preceding or following a holiday shall receive holiday pay, but may be required by the Employer to provide a written statement from a licensed medical physician stating the nature of the illness and that such illness required the Employee to be absent from work. Failure or refusal of the Employee to provide such required medical statement shall result in forfeiture of the holiday pay or holiday compensatory time.

ARTICLE 21 VACATIONS

SECTION 21.1. Bargaining unit employees shall earn vacation leave according to their number of years of service credit* as follows:

8 Hour Shifts

- A. Less than one (1) year of service completed - NO VACATION.
- B. One (1) year of service but less than six (6) years completed - 80 hours (ten working days). Rate 3.08 hours per pay period.
- C. Six (6) years of service but less than twelve (12) years completed - 120 hours (15 working days). Rate: 4.62 hours per pay period.

- D. Twelve (12) years of service but less than eighteen (18) years completed - 160 hours (20 working days). Rate 6.15 hours per pay period.
- E. Eighteen (18) years or more of service completed - 200 hours (25 working days). Rate: 7.69 hours per pay period.
- F. Twenty-four (24) years or more of service complete, 240 hours (30 working days). Rate: 9.23 hours per pay period.

12 Hour Shifts

- A. Less than one year (1) year of service completed – NO VACATION
- B. One (1) year of service, but less than six (6) years completed – 84 hours (seven working days). Rate: 3.23 hours per pay period.
- C. Six (6) years of service but less than twelve (12) years completed – 132 hours (11 working days). Rate: 5.08 hours per pay period.
- D. Twelve (12) years of service but less than eighteen (18) years completed – 168 hours (14 working days). Rate: 6.46 hours per pay period.
- E. Eighteen (18) years or more service completed – 216 hours (18 working days). Rate: 8.31 hours per pay period.
- F. Twenty-four (24) years or more of service completed – 252 hours (21 working days). Rate: 9.69 hours per pay period.

*For all Employees hired on or after April 1, 2016, Service credit includes all prior Full-Time service time with a political subdivision of the State of Ohio, plus all time, Full-Time or Part-Time, served with the Cheviot Police Department. An Employee with prior service does not receive credit for that service until completion of one (1) year of service with the Cheviot Police Department.

SECTION 21.2. Vacation credit accrues while on vacation and sick leave. No vacation credit is earned while an Employee is on any unpaid leave or disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Five (5) additional working days of vacation credit is added at the completion of 6, 12, 18, and 24 years of employment in addition to the increased rate of accrual.

SECTION 21.3. The Employer shall post a vacation calendar during the month of January of each year. Employees may request, prior to April 1, the dates for that vacation year (January 1 through December 31 of that calendar year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the Employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. An Employee may request no more than two (2) weeks vacation for the vacation year prior to April 1 closing date. After April 1, Employees may request to schedule remaining vacation on the basis of seniority.
- B. Vacation request for any dates designated by the Employer as "NOT AVAILABLE FOR VACATION" shall not be honored.
- C. Vacation requests submitted after May 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- C. Vacation requests for less than one full work week are honored solely on the basis of order of application.
- D. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- E. Vacation time may be taken in one (1) hour increments.

SECTION 21.4. Employees may carry over one week (5 working days) of earned vacation time from one calendar year to the next. All other vacation credit must be used within one (1) calendar year of the date of its actual accrual or else it will be paid. Any vacation leave properly scheduled for use in time to avoid a cash payment hereunder, which leave is thereafter canceled by the Employer due to operational needs of the Department at a time which precludes it being rescheduled and used in time to avoid a cash payment, may be carried over into and used within the thirty (30) calendar day period following the forfeiture date. Vacation credit carried over in this manner, but not actually used within the thirty (3) calendar day period, will be paid.

SECTION 21.5. An Employee hospitalized for twenty-four (24) hours or more while on vacation shall, upon request and upon submission of sufficient evidence of hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the Employee for the duration of the illness shall be restored to his credit.

SECTION 21.6. An Employee who voluntarily resigns shall be paid for any earned but unused vacation leave providing the Employee meets the following terms and conditions:

- A. The Employee must have had more than one (1) year of continuous service with the Employer as a member of the Police Department prior to the resignation.
- B. The Employee must have given at least two (2) weeks written notice prior to the date of the resignation, and
- C. The Employee must have resigned in good standing with the Employer.

SECTION 21.7. In the case of death of an active Employee with more than one (1) year of continuous service with the Employer, the Employee's earned but unused vacation will be converted to a lump sum payment, payable to the Employee's beneficiary as previously designated by the Employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the Employee's estate, upon application by the fiduciary of the estate.

ARTICLE 22 SICK LEAVE

SECTION 22.1. Sick leave shall be earned and credited at the rate of four and nine-tenths (4.9) hours for each pay period in active pay status, including paid vacations, sick leave, and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave may accumulate without limit.

SECTION 22.2.A. When an Employee is unable to report to work, he shall notify his immediate supervisor or other designated person, two (2) hours or more (unless extenuating circumstances prohibit) prior to the time he is scheduled to report to work each day of absence, unless prior notification was given of the number of days to be off. When prior notification is given, the employee is responsible for notifying the Police Chief at the start and the end of such period.

SECTION 22.2.B. Upon return to work, an Employee shall complete an application form for use of sick leave to justify the use of sick leave. When an Employee utilizes sick leave for medical appointments, or when an absence is for three (3) consecutive days or more, the Employer may require the Employee to furnish a certificate from a physician, dentist, or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action up to and including dismissal.

SECTION 22.2.C. Sick leave may be granted to an Employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the Employee, or a member of his immediate family for whom the Employee's care and presence is required.
- B. Death of a member of his immediate family. Maximum usage hereunder is limited to three (3) consecutive working days (the day before, of and after the funeral.) This time off shall be independent of, and shall not be debited from the Employee's bank of accrued sick time. However, an Employee may request additional time off with advanced approval of the Employer and this time off shall be charged to employee sick time.

- C. Death of any aunt, uncle, nephew, niece, grandparent, grandchild, in-law, or other relative of spouse who was not, at the time of their death, a permanent resident of the Employee's household, or death of a close personal friend of the Employee (sick leave usage hereunder to be limited to one (1) day for actual attendance of funeral unless the Employee requests and receives the Employer's advance approval of additional time).
- D. Medical, dental, or optical examination or treatment of the Employee or a member of his immediate family which requires the presence of the Employee, and cannot be scheduled during non-working hours.
- E. Exposure of the Employee to a contagious disease when such exposure, in the opinion of a licensed physician, would render the Employee a hazard to the health of others.
- F. Pregnancy and/or childbirth and other conditions related thereto. An Employee may be carried on limited duty, with the approval of the Police Chief.

SECTION 22.2.D. Sick leave usage shall be charged in the minimum of one quarter (1/4) hour for any hour or fraction of an hour taken by an Employee.

SECTION 22.2.E. For purpose of this Article, the definition of immediate family shall be spouse, child (including stepchild), mother (including step-mother), father (including step-father), brother (including step-brother), sister (including step-sister), and any aunt, uncle, nephew, niece, grandparent, grandchild or in-law, who was, at the time of their death, a permanent resident of the Employee's household.

SECTION 22.3. A. Any Employee who retires from active service shall be paid for fifty percent (50%) of the value of his accrued but unused sick leave up to a maximum total payment of thirty (30) work days.

SECTION 22.3.B. An Employee hired prior to 04/01/00, who retires from active service, may be eligible for payment for accrued but unused sick leave in an amount greater than that specified in Section 22.3.A. Such Employees shall be paid for the value of the accrued but unused sick leave in an amount which is the lesser of:

- A. The number of sick leave days accrued but unused as of the effective date of this Agreement, plus fifty percent (50%) of the value of sick leave days accrued but unused after the effective date of this Agreement up to thirty (30) additional days; or
- B. The actual number of sick leave days accrued but unused at the time of their retirement. The maximum total payment to any Employee hereunder shall be for one hundred twenty (120) work days.

SECTION 22.3.C. "Retirement" as used in this Agreement shall mean approved service retirement as defined in Section 742.37 of the Ohio Revised Code.

SECTION 22.3.D. Payment hereunder shall be considered to eliminate any and all sick leave credit accrued by the Employee.

SECTION 22.4. An Employee who is laid off shall, upon reinstatement, have placed to his credit all accumulated and unused sick leave existing at the time of his layoff.

SECTION 22.5. In the case of death of an active Employee the Employee's accumulated sick leave will be converted to a lump sum payment in the same manner, up to the same maximum payment, as set forth in Section 22.3 of this Article, payable to his beneficiary as previously designated by the Employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the Employee's estate, upon application by the fiduciary of the estate.

ARTICLE 23 INJURY LEAVE

SECTION 23.1. In the event of a service connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not a result of "horseplay", self infliction, or negligence by the Employee, the Employer may grant the Employee, beginning on the eighth (8th) calendar day of absence, or on the first (1st) day the Employee is admitted to a hospital as an inpatient, whichever is earlier, injury leave with full pay for a period not to exceed sixty (60) work days. Extensions of injury leave may be granted at the discretion of the Employer upon request for an extension from the Employee.

SECTION 23.2. Any Employee claiming a service connected illness or injury under this Article, shall file an injury claim with the Ohio Bureau of Workers' Compensation. The term "full pay" shall not include any time considered a benefit or an accrual while on injury leave such as sick time, compensatory time, or vacation time, which shall continue to accrue normally. In the event the claim is denied by the BWC, the Employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation for all time paid by the Employer for the injury leave claim.

SECTION 23.3. It is understood and agreed that the Employer's obligation under this Article is only for the difference between the Employee's regular rate of pay and the amount of income benefits to the Employee from Workers' Compensation, and is not in lieu of Workers' Compensation.

SECTION 23.4. An Employee partially disabled who is eligible for injury leave under this Article may be required by the Police Chief or his designee to perform limited duty work, subject to the limitations set and approved by the Employee's physician.

ARTICLE 24 COURT LEAVE

SECTION 24.1. The Employer shall grant required leave with full pay where an Employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the normal working hours. An Employee released from jury duty prior to the end of his scheduled work day shall report to work for the remaining hours of his work shift. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. It is not proper to pay Employees for appearing in court for cases being heard in connection with the Employees' personal matters, including, but not limited to, criminal or traffic charges against the Employee, domestic relations matters to which the Employee is a party, appearing as directed with a juvenile, etc.. These absences would be leave without pay, compensatory time off, or vacation leave at the discretion of the Employer. An Employee shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 25 MILITARY LEAVE

SECTION 25.1. Military Leave and pay shall be in accordance to Federal and Ohio Law.

ARTICLE 26 UNPAID LEAVES OF ABSENCE

SECTION 26.1. Employees may be granted the following types of unpaid leaves of absence:

- A. **Personal leave.** The Employer may grant a leave of absence to any Employee for a maximum duration of six (6) months for any personal reasons of the Employee, including medical disability. Such a leave may not be renewed or extended beyond six (6) additional months.

- B. **Disability leave.** A physically or mentally incapacitated Employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and/or vacation leave rights or beyond the period of a personal leave for medical reasons, provided the Employee furnishes satisfactory medical proof of such disability, along with his written request and is:
 - 1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer.

It is the Employee's responsibility to request a disability leave since such leave is not granted automatically when the Employee's sick leave has expired.

When an Employee is ready to return to work, he shall furnish a statement by his attending physician certifying the Employee is able to return to work.

C. Maternity Leave. A female Employee who has exhausted all paid leaves of (sick leave and vacation) may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement verifying the Employee's pregnancy, and:

1. The leave of absence will begin on the date the physician states that the Employee can no longer perform the substantial portion of her duties, and
2. The leave of absence will end sixty (60) days after delivery, or sooner if the physician releases the Employee as medically able to return to work.
3. No later than thirty (30) days after delivery, the Employee will notify the Employer, in writing, of her desire to return to work and her anticipated date of return. Lack of such notification shall be considered a resignation. Employees who desire to return to work shall be placed in their original position, or a similar position at the same pay, as needs of the Department dictate.
4. Should it become necessary to extend the Employee's leave of absence for maternity purposes beyond six (6) months, the Employee shall be placed on a disability leave in accordance with this Article.
5. The Employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.

An Employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total. Leave for male employees may be deducted from sick leave for care of the Employee's wife and family during the postnatal period. Such sick leave shall be for a maximum of ten (10) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer.

GRANTING OF UNPAID LEAVES OF ABSENCE

SECTION 26.2. The authorization of an unpaid leave of absence is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

SECTION 26.2.A. The granting of any unpaid leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

SECTION 26.2.B. Upon completion of an unpaid leave of absence, the Employee is to be returned to the position formerly occupied, or to a similar position if the Employee's former position no longer exists. Any replacement in the position while the Employee is on leave will be terminated upon reinstatement of the Employee from leave. The terminated Employee may be considered for other vacancies.

SECTION 26.2.C. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. If the Employee fails to return to work at the expiration of an approved unpaid leave of absence, such Employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority credit for the period of leave.

ARTICLE 27 EXPENSES

SECTION 27.1. When an Employee is required or authorized by the Employer to travel on official business, the Employer shall reimburse the Employee for all reasonable and necessary expenses actually incurred by the Employee in the performance of his duty, including, but not limited to, expenses incurred for meals, lodging, and parking, subject to established limits and rates, upon presentation to the Employer of receipts showing the Employee's payment for same.

SECTION 27.2. When an Employee is required or authorized by the Employer to travel on official business and to drive his own automobile, the Employer shall reimburse the Employee for all miles actually driven for official business by the Employee in his automobile at the Internal Revenue Service, Standard Mileage Rate for Business Miles.

ARTICLE 28 SEVERANCE PAY

SECTION 28.1. An Employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, and pay for unused vacation and sick leave conversion in accordance with Articles 21 and 22 of this Agreement.

SECTION 28.2. In the event of death of an Employee, any severance pay to which the Employee would have been entitled shall be paid directly to the Employee's designated beneficiary, or his estate, if no beneficiary is named, in accordance with the terms of this agreement.

SECTION 28.3. An Employee who retires from service with the Employer shall be presented his badge. An Employee who retires from service with the Employer shall be able to purchase his service weapon from the City for one dollar (\$1.00).

ARTICLE 29 NO STRIKE / NO LOCKOUT

SECTION 29.1. The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health, safety and welfare of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the FOP shall not, for any reason authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. 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 29.1.A. of this Article and are subject to disciplinary action, up to and including discharge by the Employer.

SECTION 29.2. In addition to any other remedies available to the Employer, Employee(s), either individually or collectively, who violate Section 29.1.A of this Article, are subject to disciplinary action, up to and including discharge by the Employer.

SECTION 29.3. In the event of any violation of Section 29.1.A of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

SECTION 29.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 30 SEVERABILITY

SECTION 30.1. This Agreement supersedes and replaces all applicable State and Local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent

jurisdiction finds any provisions of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 30.2. The parties agree that should any provisions of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

SECTION 31.1. In cases of emergency declared by the President of the United States, the Governor of the State Ohio, the Hamilton County Sheriff or the Federal or State Legislature, such as acts of God, or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

SECTION 31.2. Upon 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 shall proceed from the point to the grievance procedure to which the grievances had properly progressed prior to the emergency.

ARTICLE 32 DURATION

SECTION 32.1. This Agreement shall be effective as of April 1, 2022, and shall remain in full force and effect through midnight December 31, 2024.

SECTION 32.2. If either party desires to modify or amend this Agreement, it shall give written notice or electronic filing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be via electronic filing such as by email. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice on intent.

SECTION 32.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement and all prior agreements, practices, and policies, either oral or written, are hereby

canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 33 TRAINING

SECTION 33.1. The Employer will pay all necessary cost for training required for an Employee's certification as full time Ohio Police Officer.

SECTION 33.2. In the event the Employee leaves the service of the Employer as a full time Police Officer for any reason he shall reimburse the Employer for the cost of such training in the following amount:

- A. If he leaves during the first year of full time service, 100% of such cost.
- B. If he leaves during the second year of full time service, 65% of such cost.
- C. If he leaves during the third year of full time service, 35% of such cost.

ARTICLE 34 OFF DUTY DETAILS

SECTION 34.1. Any business or organization that operates within the City limits and requests Police services shall use the services of off duty Cheviot Police Officers if they are available unless they have made arrangements with another police agency.

SECTION 34.2. Off duty details must be offered to full-time bargaining unit members first, then can be offered to part-time officers if enough full-time officers have not volunteered to work the detail. All off duty details are subject to approval of the Chief of Police or the Safety Service Director.

ARTICLE 35 OFFICERS' RIGHTS – RIGHTS AFTER CRITICAL INCIDENT

Section 35.1 This Article only pertains to Officers' Rights after a critical incident with respect to an administrative interview/investigation. For the purposes of this Agreement, a "critical incident" is defined as a situation beyond the realm of an employee's usual experience on duty that overwhelms an employee's sense of vulnerability and/or lack of control over the situation which includes the following:

- Officer-involved shooting while on-duty;

- Vehicle crash involving serious injury or death to an officer or citizen while on-duty;
- Officer being the victim of a felonious assault while on-duty;
- Witnessing the death of a fellow officer, colleague or partner while on-duty;
- Death or serious injury to someone in custody of officer while on-duty;
- Witnessing severe trauma or death of a child while on-duty (particularly if officer has a child near same age)
- Incident involving multiple deaths or injuries in short amount of time while on-duty (natural disaster or terrorist attack)

Section 35.2 Officers involved in a critical incident shall not be denied individual access to their legal and Union representation upon request. Officers involved shall not meet with a representative collectively or in groups prior to being interviewed.

Section 35.3 Officers involved in a critical incident shall be allowed to view and review any notes, reports, video(s), audio or other media created during or after the event upon request, to the extent permitted by law. This includes, but is not limited to, any body cam, dash cam video/audio should any exist. Any request under this Section shall not delay an administrative interview/investigation, acknowledging the requirement for the Employer to provide notice to the Employee of certain information forty-eight (48) hours in advance of a conference pursuant to Article 9.


Section 35.4 No employee may be compelled to submit to a polygraph, CVSA, or any other truth verification instrument examination, nor shall any refusal to submit to such examination be mentioned in any investigation report, and such refusal shall not be construed in a negative light. If an employee voluntarily submits to a polygraph, CVSA, or any other truth verification instrument examination, no discipline shall result based solely on the result of the polygraph, CVSA, or other truth verification instrument or the interpretation of such.

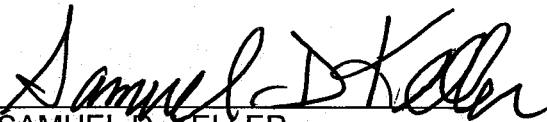
Section 35.5 Currently, no form of Civilian oversight exists in Cheviot. Should such a Civilian Review Board or other Civilian oversight body be formed or declared mandatory during the term of this agreement, while a member may be required to appear before, give evidence or statement(s) to such a Civilian oversight body, the member shall have the right to be represented by legal counsel and/or a Union representative. Members have the right to invoke their right against self-incrimination. A Civilian body shall have no authority to impose discipline on a member. A Civilian body may make a recommendation on the merit of a complaint but shall be only advisory in nature and shall not be binding. Reports or determinations of a Civilian oversight body shall not be placed in a member's personnel file unless discipline is issued by the City.

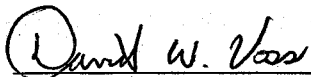
Section 35.6. Except as what may otherwise be required in this agreement, the Employer shall not mandate medical procedures, treatments, medications, or vaccinations to the Bargaining Unit Members.

IN-WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SIGNED BY THEIR AUTHORIZED REPRESENTATIVES THIS 5 DAY OF APRIL, 2022, AT CHEVIOT, OHIO.

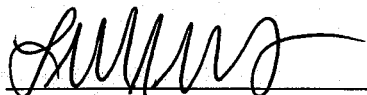
FOR THE CITY


KIMBERLEE ERDMAN ROHR
LAW DIRECTOR
AS TO FORM


SAMUEL D. KELLER
MAYOR, CHEVIOT, OHIO


DAVID W. VOSS
BARGAINING TEAM MEMBER
CITY COUNCIL


BRIAN SMYTH
BARGAINING TEAM MEMBER
CITY COUNCIL


LINDSAY M. JONES
BARGAINING TEAM MEMBER
CITY COUNCIL

APPROVED AND RATIFIED BY THE COUNCIL OF THE CITY OF CHEVIOT, OHIO
ON April 5, 2022.

FOR THE FOP

BARRY L. GRAY
SENIOR STAFF REPRESENTATIVE
FOP OLC, INC.

SGT. JEFF PATTON
BARGAINING TEAM MEMBER

CPL. BRANDON GOFF
BARGAINING TEAM MEMBER

PTL. STEPHEN KNAPP JR.
BARGAINING TEAM MEMBER

ADDENDUM A

(INSURANCE)

EACH YEAR AS BENEFITS CHANGE A NEW ADDENDUM WILL BE ISSUED TO THE MEMBERS.