

1. January 6, 2026 Agenda

Documents:

[20260106 AGENDA.PDF](#)

2. January 6, 2026 Workbook

Documents:

[1.6.2026 WORKBOOK.PDF](#)



MIDDLETOWN CITY COUNCIL AGENDA  
Tuesday, January 6, 2026

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**CITY COUNCIL BUSINESS MEETING – 5:30 PM – COUNCIL CHAMBERS – LOWER LEVEL**

**MOMENT OF MEDITATION/PLEDGE OF ALLEGIANCE TO THE FLAG/ ROLL CALL**

**CITIZEN COMMENTS**

**COUNCIL COMMENTS**

**CITY MANAGER REPORTS**

Butler Tech Aviation Center Update

**CONSENT AGENDA.** . . Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote of consent. There will be no separate discussion of these items. If discussion is desired, that item will be removed and considered separately.

- a) Receive and file the following board and commission minutes:  
Airport Commission – November 17, 2025
- b) Confirm the conditional appointments of Braden Morris, Tristan Gesler and Wyatt Duff to the position of Patrol Officer in the Division of Police, Public Safety Department
- c) Receive and file the oaths of office for Joe Mulligan and Paul Lolli

**LEGISLATION**

1. **Ordinance No. 02025-75**, an ordinance enacting and adopting the 2025 supplement (S-17) to the codified ordinances of the City of Middletown, Ohio. (Second Reading)
2. **Ordinance No. 02026-01**, an ordinance establishing a procedure for and authorizing an extension of the current contract with SmartBill, Ltd. for the printing and mailing of water bills and declaring an emergency.
3. **Ordinance No. 02026-02**, an ordinance authorizing a collective bargaining agreement with Fraternal Order of Police, Ohio Labor Council (Police Civilian Employees) for the term January 1, 2026 through December 31, 2028 and declaring an emergency.
4. **Ordinance No. 02026-03**, an ordinance authorizing a collective bargaining agreement with Fraternal Order of Police, Ohio Labor Council (Corrections Officers) for the term January 1, 2026 through December 31, 2028 and declaring an emergency.
5. **Ordinance No. 02026-04**, an ordinance authorizing a collective bargaining agreement with Fraternal Order of Police, Ohio Labor Council (Dispatchers) for the term January 1, 2026 through December 31, 2028 and declaring an emergency.

**UNFINISHED BUSINESS**

**NEW BUSINESS**



MIDDLETOWN CITY COUNCIL AGENDA

Tuesday, January 6, 2026

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**EXECUTIVE SESSION** – Under the authority of O.R.C. 121.22 (G) (1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official; and (G) (8) To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (a) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.
- (b) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.



MIDDLETOWN CITY COUNCIL AGENDA  
Tuesday, January 6, 2026

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**MIDDLETOWN**  
MIDDLETOWN CITY COUNCIL AGENDA  
Tuesday, January 6, 2026

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# CITIZEN COMMENTS

# COUNCIL COMMENTS

# **CITY MANAGER REPORTS**

# CONSENT AGENDA

# Middletown Regional Airport/Hook Field

## Airport Commission

Meeting Minutes – 17 NOV 2025

### *Location*

Middletown City Building Conference Room 2C.

### *Commission Members*

MEMBER	PRESENT	ABSENT	MEMBER	PRESENT	ABSENT
Tim Epperhart (TE)	<input checked="" type="checkbox"/>		Thomas Rudolf (TR)	<input checked="" type="checkbox"/>	
Jeff Hensley (JH)	<input checked="" type="checkbox"/>		Mark Sams (MS)	<input checked="" type="checkbox"/>	
Harvey Poff (HP)		<input checked="" type="checkbox"/>	James Watson (JW)	<input checked="" type="checkbox"/>	
Jon Graft (JG)	<input checked="" type="checkbox"/>				

### *Other Attendees*

1. Nikolas Brumback (NB) – City of Middletown - MWO Airport Manager
2. Courtney Riley (CR) – FBO Manager for AMS
3. Bruce Brandstetter (BB) – Brandstetter-Carroll Inc.
4. Paul Horn (PH) – Middletown City Council

### *Call to Order*

Meeting Called to Order by TR 17 NOV at 18:00.

### *Excuse Absences*

MS moved to excuse the absence of TE. Motion was 2<sup>nd</sup> by JH. Motion carried unanimously.

### *Approval of Minutes*

Meeting notes were presented for the previous meetings with status as:

20 OCT 2026: Motion Motion to approve MS, 2<sup>nd</sup> JW, Unanimously Approved with edits.

### *Reports*

- Engineering report.(BB)
  - See Attached
  - JW made a motion to send letter supporting applying for a grant to build hangar on airport. 2<sup>nd</sup> by JH. Unanimously passed
    - TR to draft letter
- FBO Report (CR)
  - Fuel Sales & Operations, detailed report reviewed.
  - See attached.
- Airport Manager Report (NB)
  - See attached.
  - Leasing
    - 25 on wait-list
  - Events Update
    - DEC 7 – Cookies with Santa - BCW

### *Old Business*

- PH reported that on 5 OCT 2025, the lawsuit between the city and Start Skydiving had been settled.

### *New Business*

- PH announced that this would be his last meeting with us.

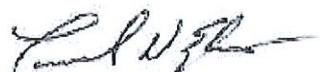
- TE reported on the Eagle Scout project that was under way in and around the museum. Including a new dumpster pad and covering.

*Open Discussion*

- None

*Meeting Adjournment*

- Motion to adjourn meeting by JW, 2<sup>nd</sup> by JH, meeting adjourned by unanimous consent at 19:07.
- Next meeting 15 DEC 2025 in Conference Room 2C.



Minutes Submitted by Timothy D Epperhart



Minutes Approved by Tom Rudolf

**PROJECT STATUS**  
**MIDDLETOWN REGIONAL/HOOK FIELD AIRPORT**  
**MIDDLETOWN, OHIO**  
**25009**



November 17, 2025

- 1. Shift/Reconstruct Taxi Lane B - Design (23104)**
  - FAA Closeout out was submitted on 1/31/25.
  - FAA approved final payment of on 11/13/25. Expect payment in 3-5 business days.
- 2. Shift/Reconstruct Taxi Lane B - Construction (23104)**
  - Closeout submitted to FAA on 8/1/25.
    - Asphalt work for the flares is complete. BCI visited the site on 11/14/25.
- 3. Apron Expansion - Between Jets Hangar and Safe Skies (22010)**
  - FAA Closeout was submitted on 3/14/24.
  - FAA requested a revision on SF 425, resubmitted 7/1/25. Final closeout per FAA is near.
- 4. Jets Hangar Roof Replacement (25011)**
  - Construction is complete. Project is on budget. Working through the closeout.
- 5. FAA/ODOT Coordination**
  - FAA Planning Meeting was held on 10/20/25.
  - BCI meeting to discuss new ODOT funding and potential projects on 11/14/25.
  - New Supplement Direct Grant Program.
    - \$750,00 maximum grant
    - Up to 90% eligible costs
    - Deadline 12/31/25, Bids due by 4/1/26
    - Eligible Projects Include:
      - New Hangar Development
      - Hangar Replacement
      - New Aviation Fuel Farm (Add a fuel type)
      - Aviation Fuel Farm Replacement
      - Items not listed can be considered on a case-by-case basis
  - Considering proposed box hangar 4.

Bruce Brandstetter, P.E.  
November 17, 2025

BGB/smt

C: Ashley Combs, City of  
Middletown Nik Brumback, City of  
Middletown Ed Roth, Brandstetter  
Carroll Inc.  
Phillip Davison, Brandstetter Carroll Inc.

Airport Manager

11/17/25

Working with Brandstetter in addressing obstructions at the airport and surrounding airports

First committee meeting between the three Butler County Airports on 9/17/25 (as updates come out we will keep the airport commission posted with vital information)

Meeting held with the FBO and MRFTI to discuss FBO move on 9/13/25

Working on a reliable rental car service for the airport (with the city legal team for review)

Airport Commission Expiring terms *TC HP TR End of 2025*

OKI AAM infrastructure/budget plan are in final review

Contractor coming out later this week to look at several leaks in the hangar

Asphalt patches has been completed at the north THANGAR/Museum areas

MIDDLETOWN AIRPORT COMMISSION FBO REPORT

Month: October 2025

GALLONS SOLD:

This Year	Last Year
AvGas: 3,271.86	AvGas: 4,345.65
Jet: 8,034	Jet: 8,023.9
TOTAL: 11,305.86	TOTAL: 12,369.55
LY Verse TY Difference: -1,063.69	

Current fuel prices :	JET: \$ 5.82
	AVGAS FS: \$ 6.51
	AVGAS SS: \$ 6.40

News Updates:

2024 w/o BCSO  
 AVGAS: 4,129.35  
 Jet: 7,960.9  
 Total: 12,090.25

2023 w/o BCSO  
 AVGAS: 2,907.56  
 Jet: 8,745  
 Total: 11,652.56

Tenant Gallons are down, quite a bit across tenants and businesses on field.



## Middletown Regional Airport | Runway Operations Report

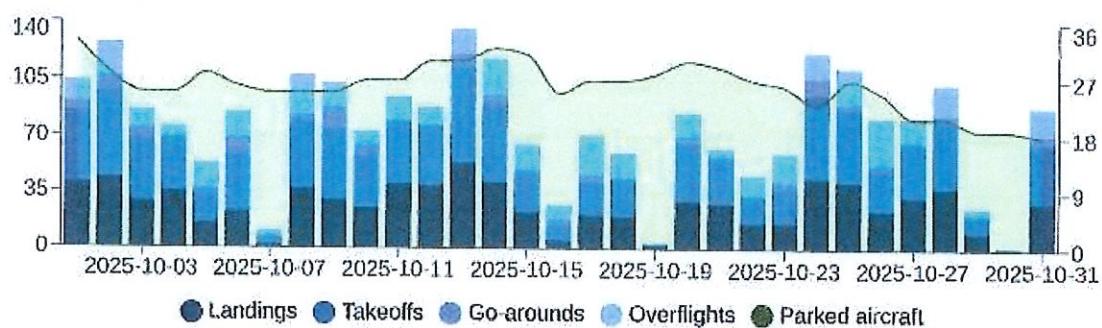
Report Date Range: 10/2025

Report creation date: 11/17/2025 01:25

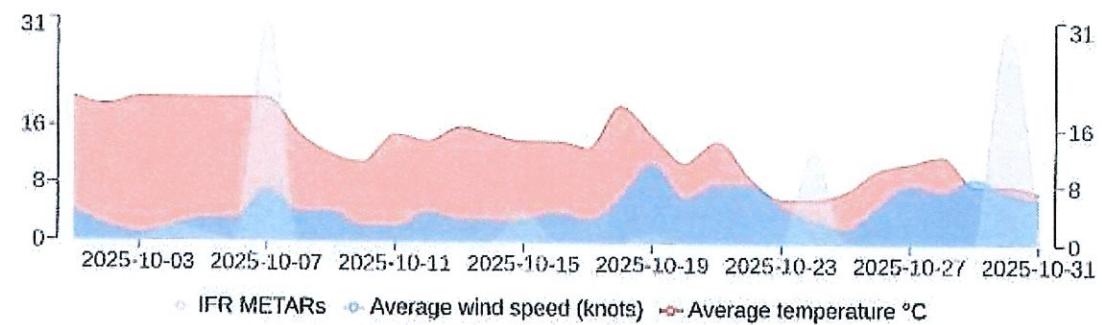
Generated by: courtney.riley@airlinems.com

Total Operations	Landings	Takeoffs	Go-Arounds	Overflights
2,361	830	960	134	437

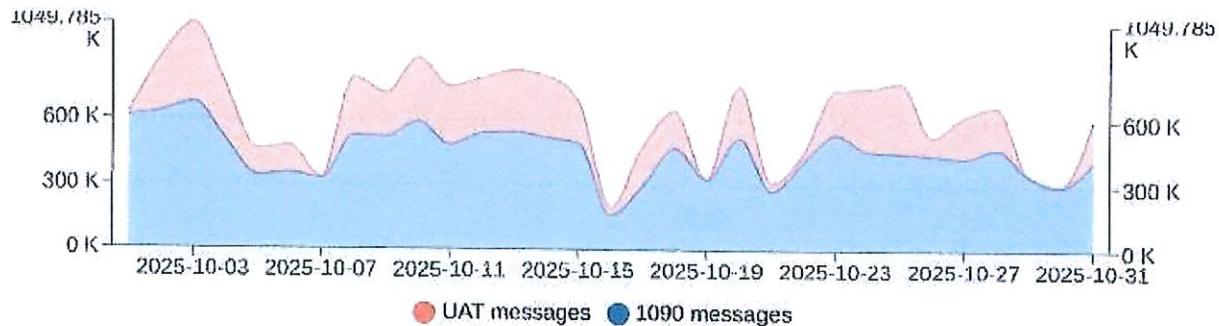
### Operations by Day



### Weather Conditions



### Receiver health

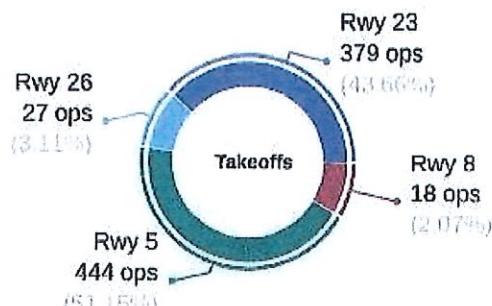
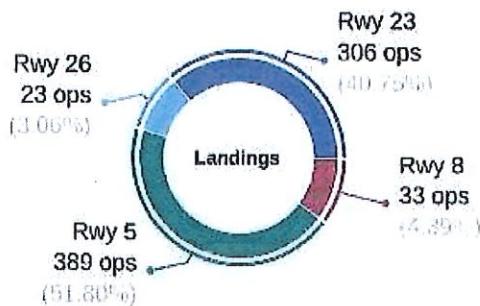




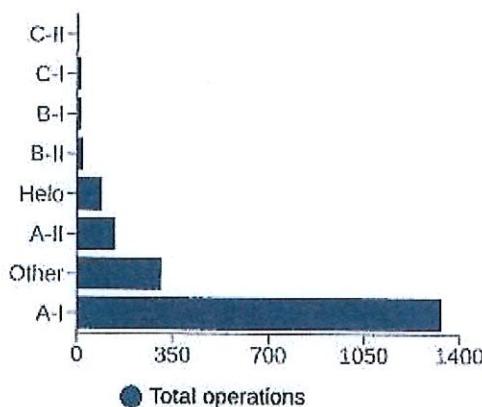
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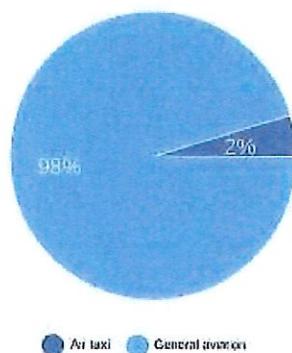
### Operations by Runway



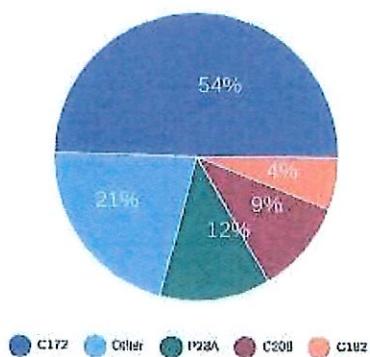
### Operations by Category



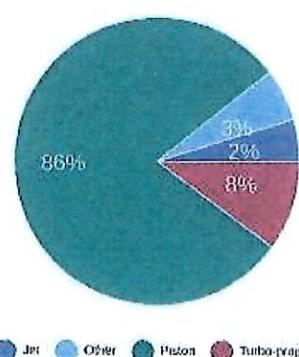
### Operations by Type



### Top Aircraft Types



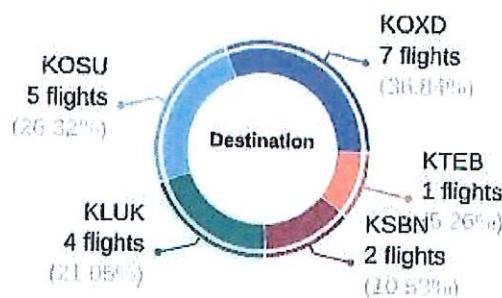
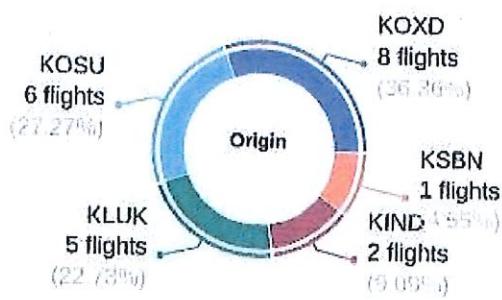
### Operations by Engine Type



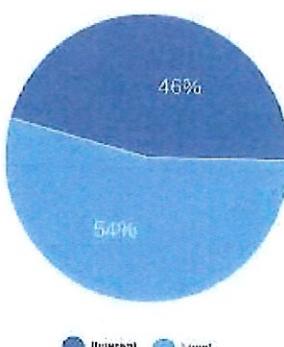
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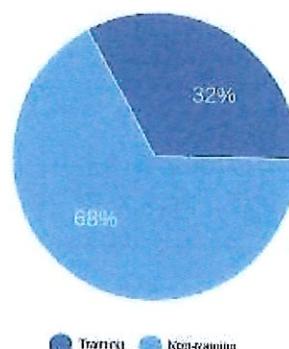
### Top Airports



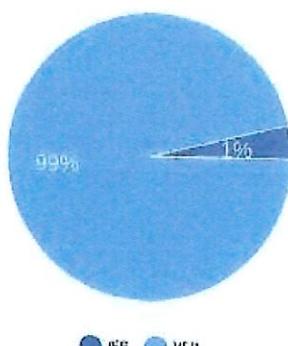
### Local vs Itinerant Flights



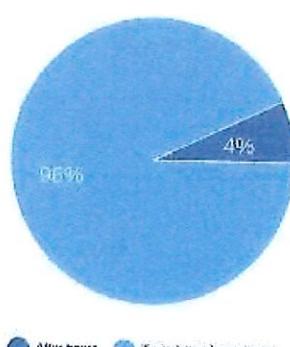
### Training Operations



### IFR vs VFR Flights



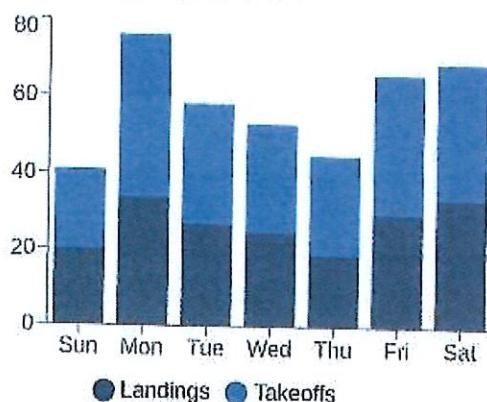
### After Hours Operations



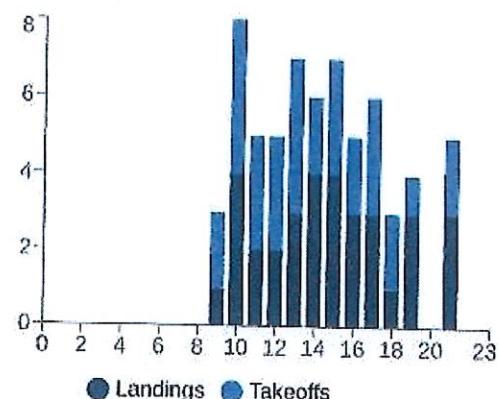
## Middletown Regional Airport | Runway Operations Report

Report Date Range: 10/2025

### Operations by Day of Week

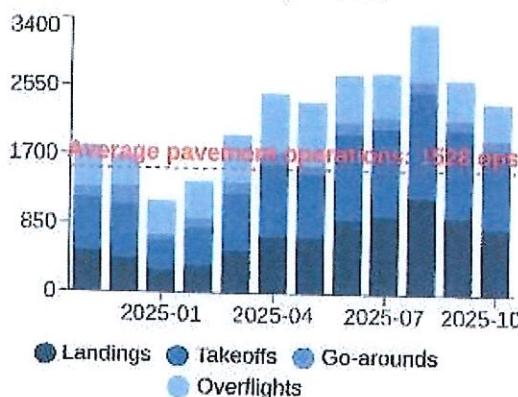


### Operations by Hour



### Historical Data

#### Landings and Takeoff By Month



#### Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2023-07-22 (S)	403	13
2	2023-07-21 (F)	262	21
3	2024-07-20 (S)	229	14
4	2025-07-18 (F)	184	12
5	2024-07-19 (F)	182	22
6	2025-06-20 (F)	172	26
7	2024-06-18 (T)	161	20
8	2024-07-02 (T)	159	26
8	2024-06-11 (T)	159	23
9	2024-07-11 (T)	158	25

December 22, 2025

**To:** Ashley Combs, City Manager

**From:** Megan Ellis, Human Resources Manager

**SUBJECT: APPOINTMENT - PATROL OFFICER**

We are recommending the conditional appointment of **BRADEN MORRIS** to the position of Patrol Officer in the Department of Public Safety, Division of Police. Mr. Morris was selected from the eligibility list as a result of Civil Service testing procedures. This is a new position in the 2025 budget.

Mr. Morris will be assigned to Pay Range Cadet, which provides a salary of \$20.51 hourly. The appointment is conditional upon the candidate successfully passing the required background and medical evaluation.

C: Amy Schenck, Clerk of Council

Earl Nelson, Chief of Police

Human Resources

Finance (Payroll)

File

Cmt01/06/2026

December 23, 2025

**To:** Ashley Combs, City Manager

**From:** Megan Ellis, Human Resources Manager

**SUBJECT: APPOINTMENT - PATROL OFFICER**

We are recommending the conditional appointment of **TRISTAN GESLER** to the position of Patrol Officer in the Department of Public Safety, Division of Police. Mr. Gesler was selected from the eligibility list as a result of Civil Service testing procedures. This is a new position in the 2025 budget.

Mr. Gesler will be assigned to Range PO1, Step B, which provides a salary of \$77,244.52 annually. The appointment is conditional upon the candidate successfully passing the required background and medical evaluation.

C: Amy Schenck, Clerk of Council

Earl Nelson, Chief of Police

Human Resources

Finance (Payroll)

File

Cmt01/06/2026

December 23, 2025

**To:** Ashley Combs, City Manager

**From:** Megan Ellis, Human Resources Manager

**SUBJECT: APPOINTMENT - PATROL OFFICER**

We are recommending the conditional appointment of **WYATT DUFF** to the position of Patrol Officer in the Department of Public Safety, Division of Police. Mr. Duff was selected from the eligibility list as a result of Civil Service testing procedures. He will fill the vacancy created by the promotion of Adam Cox.

Mr. Duff will be assigned to Pay Range Cadet, which provides a salary of \$20.51 hourly. The appointment is conditional upon the candidate successfully passing the required background and medical evaluation.

C: Amy Schenck, Clerk of Council

Earl Nelson, Chief of Police

Human Resources

Finance (Payroll)

File

Cmt01/06/2026

CITY OF MIDDLETOWN  
OATH OF OFFICE

I, JOE MULLIGAN, DO MOST SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THAT OF THE STATE OF OHIO; AND THE LAWS OF THE STATE OF OHIO, AND THE CHARTER AND ORDINANCES OF THE CITY OF MIDDLETOWN; THAT I WILL NOT BE INFLUENCED BY ANY CONSIDERATION EXCEPT THAT OF MERIT AND FITNESS IN THE APPOINTMENT OR DISCHARGE OF EMPLOYEES; THAT I WILL NOT MAKE OR AUTHORIZE EXPENDITURES OF PUBLIC MONEY OTHER THAN FOR ADEQUATE CONSIDERATION AND EFFICIENT SERVICE, AND THAT I WILL, IN ALL RESPECTS, FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF CITY COUNCIL MEMBER OF THE CITY OF MIDDLETOWN, BUTLER AND WARREN COUNTIES, STATE OF OHIO.

  
Joe Mulligan

JOE MULLIGAN

SWORN TO BEFORE AND SUBSCRIBED IN OUR PRESENCE THIS 9<sup>TH</sup> DAY OF DECEMBER, 2025.

  
Judge James Serron  
MIDDLETOWN MUNICIPAL COURT

CITY OF MIDDLETOWN  
OATH OF OFFICE

I, PAUL LOLLI, DO MOST SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THAT OF THE STATE OF OHIO; AND THE LAWS OF THE STATE OF OHIO, AND THE CHARTER AND ORDINANCES OF THE CITY OF MIDDLETOWN; THAT I WILL NOT BE INFLUENCED BY ANY CONSIDERATION EXCEPT THAT OF MERIT AND FITNESS IN THE APPOINTMENT OR DISCHARGE OF EMPLOYEES; THAT I WILL NOT MAKE OR AUTHORIZE EXPENDITURES OF PUBLIC MONEY OTHER THAN FOR ADEQUATE CONSIDERATION AND EFFICIENT SERVICE, AND THAT I WILL, IN ALL RESPECTS, FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF CITY COUNCIL MEMBER OF THE CITY OF MIDDLETOWN, BUTLER AND WARREN COUNTIES, STATE OF OHIO.

*Paul Lelli*

PAUL LOLLI

SWORN TO BEFORE AND SUBSCRIBED IN OUR PRESENCE THIS 9<sup>TH</sup> DAY OF DECEMBER, 2025.

*Judge James Sherron*  
JUDGE JAMES SHERRON  
MIDDLETOWN MUNICIPAL COURT

# **LEGISLATION**

## **ITEM 1**

**ORDINANCE NO. O2025-75**

**AN ORDINANCE ENACTING AND ADOPTING THE 2025 SUPPLEMENT (S-17) TO  
THE CODIFIED ORDINANCES OF THE CITY OF MIDDLETOWN, OHIO.**

**WHEREAS**, American Legal Publishers Corporation of Cincinnati, Ohio has completed supplement 2025 S-17 to the Codified Ordinances of the City of Middletown, which supplement contains all ordinances of a general and permanent nature, enacted by City Council through O2024-86 adopted November 19, 2024, and any additional editing changes, including state law changes through June 26, 2024; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Codified Ordinances which are based on or reference sections of the Ohio Revised Code; and

**WHEREAS**, it is the intent of City Council to accept these updated sections in accordance with the changes of the law of the State of Ohio; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

**Section 1**

The 2025 S-17 supplement to the Codified Ordinances of the City of Middletown as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and on file with the Clerk of City Council, be and the same are hereby adopted by reference as if set out in its entirety.

**Section 2**

One copy of the 2025 S-17 supplement to the Codified Ordinances shall be certified as correct by the Mayor and the Clerk of Council, as on file in the Clerk of Council's Office, and filed with the permanent ordinance records of the City of Middletown, Ohio.

**Section 3**

Pursuant to Article IV, Section 5, of the City Charter, a copy of this ordinance shall be promptly published one (1) time in a newspaper of general circulation in the City or electronically on the City's website or other electronic media generally available to the public. As provided in such section, no further publication of this ordinance or of the 2024 S-16 supplement to the Codified Ordinances hereby adopted shall be required.

#### **Section 4**

All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 1 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows: (a) The enactment of such sections and subsections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and codification. (b) The repeal provided above shall not affect any ordinance or resolution enacted by City Council subsequent to November 19, 2024.

#### **Section 5**

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
Elizabeth Slamka, Mayor

1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Effective: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of City Council

## STAFF REPORT

For the Business Meeting of December 16th, 2025

December 09, 2025

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TO: Ashley Combs, City Manager  
FROM: Julie Klehamer, Paralegal

### ADOPT & ENACT SUPPLEMENT S-17 TO THE CODIFIED ORDINANCES

#### **PURPOSE**

To recommend the adoption of an ordinance approving the editing and inclusion of certain ordinances as part of the various component codes of the Codified Ordinances, to provide for the adoption of new matter in the updated and revised Codified Ordinances, to provide for the publication of such new matter, and to repeal ordinances and resolutions in conflict therewith.

#### **BACKGROUND AND FINDINGS**

The City of Middletown contracts with American Legal Publishing to maintain the City's codified ordinances. Periodically, all of our ordinances are sent to the publisher for their review and to be incorporated into our codified ordinances. In addition, they also review changes in State Law that need to be adopted into the City code. In order for the City to be appropriately adjusted to include this new material, and to remove old material that is inconsistent therewith, it is necessary for City Council to approve the codified ordinances as revised by the publishing company.

We have received the new supplement to the codified ordinances (2025 S-17). These revisions are consistent with changes in State Law through June 26, 2024, and the ordinances that have been passed by City Council through November 19, 2024. The ordinance before City Council will approve these changes and effectuate the updating of the codified ordinances. A copy of the Middletown Code of Ordinances is available in the office of the Clerk of City Council and is available on the City's website. It is the recommendation of the Law Department that the proposed ordinance be adopted in order to complete the update of the codified ordinances.

#### **ALTERNATIVES**

The failure of City Council to adopt this ordinance could result in a court determining that the codified ordinances do not accurately reflect the law in the City of Middletown. Consequently, there will be no codification of City law, and significant confusion could result.

#### **FINANCIAL IMPACT**

All costs of the update and revision of the codified ordinances have been included in the budget. There is no cost associated with the adoption of this ordinance.

#### **EMERGENCY/NON-EMERGENCY**

Non-emergency

# **LEGISLATION**

## **ITEM 2**

**ORDINANCE NO. O2026-**

**AN ORDINANCE ESTABLISHING A PROCEDURE FOR AND AUTHORIZING AN EXTENSION OF THE CURRENT CONTRACT WITH SMARTBILL LTD. FOR THE PRINTING AND MAILING OF WATER BILLS AND DECLARING AN EMERGENCY.**

**WHEREAS**, in 2009 the City entered into a three-year contract with SmartBill, Ltd. as the lowest and best bidder for the printing and mailing of water bills; and

**WHEREAS**, the City has extended the contract for one-year terms since 2013; and

**WHEREAS**, in 2019, the City requested bids for the mailing of tax bills and it was determined that SmartBill was still the lowest and best price for this type of service; and

**WHEREAS**, there was a slight increase in cost for 2025, but SmartBill, Ltd. is willing to extend the contract for another year (January 1 – December 31, 2026) with a minimal increase;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

**Section 1**

The City Manager, without complying with the procedures of Chapter 735 of the Revised Code shall enter into an extension of the contract with SmartBill Ltd. for the printing and mailing of water bills for 2026. The rate per bill will be \$0.1648 plus postage. The extension agreement shall be in a form approved by the Law Director.

**Section 2**

The Finance Director is authorized and directed to expend a sum not to exceed \$120,000.00 to be paid equally from the Water and Sewer Funds (Fund # 510 & 520).

**Section 3**

City Council hereby determines that the procedure to be followed in the award and execution of the aforesaid contract shall consist solely of the procedure set forth in this Ordinance and the provisions of Chapter 735 of the Revised Code shall not be applicable to the award and execution of the aforesaid contract.

---

#### **Section 4**

It is hereby determined that the subject matter of this legislation is not of a general and permanent nature, does not provide for a public improvement, and does not assess a tax or payment.

#### **Section 5**

This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to permit the contract to be signed as soon as practicable, and shall take effect and be in force from and after its adoption.

---

Elizabeth Slamka, Mayor

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the City Council

## **STAFF REPORT**

For the Business Meeting of January 6, 2026

---

December 9<sup>th</sup>, 2025

TO: Ashley Combs, City Manager  
FROM: Kayla Carle, Purchasing Agent

### **Printing & Mailing of Water Bills**

#### **PURPOSE**

To recommend the extension of the contract for the printing and mailing of water bills to SmartBill, Ltd., of Hebron, Ohio, in the amount of \$0.1648/bill, plus postage.

#### **BACKGROUND and FINDINGS**

The City presently mails approximately 18,500 water bills each month. These bills are on a 5- day billing cycle, which means there is a massive mailing of bills every five days. Prior to 2009, the City handled the printing and mailing of all the bills.

In 2009, the City bid this service to find an outside contractor. At that time SmartBill, Ltd., submitted the lowest bid. The implementation of this service allowed us to outsource one of our processes in an effort to save both money and staff time. This has worked well for the City. SmartBill has provided excellent service over the past several years, and is willing to extend the contract through December 31, 2026 at a slight increase of \$0.0025/bill.

Finance has a pending conversion with the utility billing software and would like to continue with SmartBill to ease the transition.

#### **ALTERNATIVES**

1. Return the service in-house. However, contracting the service out results in reduced postage rates, wear and tear on the City's mailing equipment, and software maintenance costs, as well as reduced staff time, resulting in significant savings.
2. Request bids for this service. SmartBill has kept our price the same since 2009. City staff are satisfied with SmartBill and the 2019 rebid of tax bills confirms SmartBill's prices have remained competitive.

#### **FINANCIAL IMPACT**

We anticipate an expenditure of approximately \$8,500/month for this service through the 2026 contract year, plus an additional \$14,000 annually in stock costs (bills, envelopes, etc.). Any postage increases will be absorbed by the City.

# **LEGISLATION**

## **ITEM 3**

**ORDINANCE NO. O2026-02**

**AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT  
WITH FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL (POLICE  
CIVILIAN EMPLOYEES) FOR THE TERM JANUARY 1, 2026 THROUGH  
DECEMBER 31, 2028 AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED**, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

**Section 1**

The collective bargaining agreement for three years, January 1, 2025 through December 31, 2028, between the City and Fraternal Order of Police, Ohio Labor Council (Police Civilian Employees) is hereby approved, and the City Manager is authorized to execute said agreement, in a form substantially similar to Attachment "1", attached hereto.

**Section 2**

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the new contract to be implemented as soon as practicable, and shall be in full force and effect from the date of its adoption.

---

Elizabeth Slamka, Mayor

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of City Council

ATTACHMENT "1"

AGREEMENT

BETWEEN

THE CITY OF MIDDLETOWN

AND

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



(POLICE CIVILIAN EMPLOYEES)

January 1, ~~2023~~2026 – December 31, ~~2025~~2028

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## AGREEMENT

This Agreement (hereinafter "Agreement", "Contract" or "Collective Bargaining Agreement") is made and entered into by and between **THE CITY OF MIDDLETON, OHIO**, (hereinafter referred to as the "City", "Employer" or Management") and **THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**, (hereinafter referred to as the "Union" "Labor Council" or "FOP") acting herein on behalf of the employees of the City, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### WITNESSETH:

**WHEREAS**, the City recognizes the union as the collective bargaining representative for the employees covered by the Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement set forth their agreement covering wages, hours and conditions of employment;

**NOW, THEREFORE**, and in consideration of the mutual covenants contained herein the parties hereto agree as follows:

### **ARTICLE 1 – Recognition – The Collective Bargaining Unit**

1. The City recognizes the Union as the sole and exclusive bargaining representative of a bargaining unit consisting of all permanent, full-time Police Department Civilian Employees in the classifications of Word Processing Operator, Community Service Officer, Neighborhood Improvement Specialist and Police Records Clerk as set forth in the certification issued by the Ohio State Employment Relations Board in case number 07-REP-02-0027 on May 22, 2007. All other personnel employed by the City are excluded from this bargaining unit.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

### **ARTICLE 2 – No Discrimination**

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

## **ARTICLE 3 – Union Activity, Visitation and Bulletin Boards**

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or employees for the purpose of administering this Agreement, providing that the Employer's operation shall not be impaired. This request shall not be unreasonably denied.

2. The Employer shall provide bulletin boards which shall be used for the purpose of posting proper Union notices, including official Union publications or official communications. Such bulletin boards shall be placed conspicuously in one central location selected by mutual agreement. Any Union notices other than above which are considered inflammatory, political or devoted to Union organizing or grievance matters other than stated above are not permissible for posting on City bulletin boards or property and shall be removed by Management.

3. No insignia which has not been authorized by the Employer shall be worn on employee uniforms and/or civilian attire while at work.

### **4. Representation.**

(a) Negotiations. The Union, shall select from the bargaining unit two (2) negotiators. Union representatives and/or alternates, on duty, shall be paid their regular rate of salary for the time spent in contract negotiations.

(b) Union Business Leave. Union representatives and/or alternates shall be entitled to a total of 72 hours of paid Union business leave for each year. The Union representatives and/or alternate shall receive their full pay for Union business leave. Union business leave will be used for the purpose of participation in conventions, pension business, educational conferences, grievance handling, negotiation preparation, and to attend to the normal operating functions of the Union. Normally, notice of three (3) working days will be given the Chief of Police for the use of this time. There shall neither be a carryover nor an accumulation of unused leave to the next contract year. Necessary contacts between the Union and bargaining unit members shall be made during non-productive and off time where possible.

## **ARTICLE 4 – No Strike or Lockout**

1. No member shall engage in any unlawful strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work, except as permitted by Ohio Revised Code Chapter 4117 and regulations promulgated thereunder.

2. The Union, its officers, members and agents, shall not in any way authorize, assist, encourage or participate in any strike, slowdown, sit-down, sit-in, cessation,

stoppage or refusal to perform work, etc. except as permitted by Ohio Revised Code Chapter 4117 and regulations promulgated thereunder.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should an unlawful strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease action and return to work immediately;
- (d) Post notices at locations approved by the Employer, advising that it disapproves of such action, and instructing employees to return to work immediately.

4. The Employer agrees that it will not lockout employees during the term of this Agreement and the Union and employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement or unless a lawful strike has been authorized.

5. In addition to other rights and remedies provided by applicable law or statute, the Employer shall have the right to discharge or otherwise discipline any member violating the provisions of this Article if the strike has been found to be unauthorized under Ohio Revised Code Chapter 4117 and regulations promulgated thereunder.

## ARTICLE 5 – Management Rights

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

- (a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) direct, supervise, assign, reassign, schedule, evaluate, and subject to applicable civil service rules and regulations, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote or retain employees;

- (c) maintain and improve the efficiency and effectiveness of the Employer's operations;
- (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, and standard operating procedures and general and special orders;
- (f) determine the overall mission of the Employer as a unit of government;
- (g) effectively manage the work force;
- (h) take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer. It is further agreed the Employer's failure to exercise any rights or functions hereby reserved to it or the Employer's exercise of any such right or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right or function or preclude it from exercising the same in some other way not in conflict with this Agreement.

3. It is intended by the parties that the terms of this Agreement shall be consistent with that legislative authority which devolves upon the City Council of the City of Middletown, the statutes and, in so far as applicable, the rules and regulations of the Civil Service Commission and the Chief of Police. Furthermore, it is understood by the parties that no provision of this Agreement is intended to abrogate the duties, obligations, or responsibilities of any agency or department of the City which is now expressly provided for respectively by State Statute, Ordinances, Administrative Regulations, Charter or Resolution, of the City of Middletown.

4. The right of contracting or subcontracting is vested exclusively in the City. If operations are contracted or subcontracted, then the City shall negotiate the effects of the contracting or subcontracting upon union members as otherwise provided by law.

5. The City shall retain the right to hire part-time employees in the Division of Police, including within the job classifications covered by this Agreement.

## **ARTICLE 6 – Employee Rights**

1. During the course of an investigation of employee misconduct where discipline may result, an employee may request the presence of a Union representative and/or another unit employee to be present during the investigating interview, provided the representative is reasonably available.

2. The employee being interviewed shall be informed verbally of the nature of the investigation before the interview commences.

3. Copies of all disciplinary actions will be given to the affected employee.

4. When a member is being interviewed, where discipline may result, the member shall answer truthfully and completely all questions concerning the investigation posed to him or her by the interviewing officer. A member who refuses to answer such questions shall be informed that his or her refusal to answer constitutes insubordination and can be a basis for disciplinary action.

5. (a) Each employee may inspect their personnel file maintained by the Employer in the presence of a management representative designated by the Chief of Police, during the employee's non- working hours, at a reasonable time, and shall, upon request, receive a copy of any or all documents contained therein, provided the employee pays any reasonable charge for the copies. An employee shall be entitled to have a representative of his/her choice to accompany him/her during such review. Said representative of the employee shall not be compensated by the City. An employee's personnel file shall be made available for review and/or copying to the employee when the employee is preparing for a grievance or disciplinary hearings.

(b) The employee is entitled to place a letter of rebuttal or explanation to be attached to any such entry relating to disciplinary action or performance so long as said explanation or rebuttal does not exceed 200 words in length and is submitted within 7 working days of the date the employee is provided with the entry.

(c) Written reprimands may be kept in an employee's personnel file for 2 years. After 2 years, if no further disciplinary action has been taken against the employee the written reprimand shall not be considered in any subsequent disciplinary actions.

56. Preliminary investigations and disciplinary hearings shall be held either during the employee's scheduled working hours or at a time in reasonable proximity to the employee's commencement or completion of the work day.

67. All contacts verbal or written be it disciplinary or any other between an employee and a superior shall be conducted in a calm and professional manner.

78. If the Employer chooses to tape record a preliminary investigation or disciplinary hearing, the employee will, upon request be provided a copy of said tape

recording. If an employee wishes to tape record a preliminary investigation or disciplinary hearing, upon the request of the employee, the City will tape record such preliminary investigation or disciplinary hearing and provide a copy of the tape to the employee.

9. ~~8.~~ The employee may take notes of any proceeding.

### **ARTICLE 7 – Probationary Employees**

1. Newly hired employees shall be considered probationary for a period not to exceed ~~six~~<sup>twelve</sup> (6~~12~~) months as set forth and defined in the rules, regulations, general orders, and policies and procedures of the Employer. Said probationary period may be extended up to six additional months, at the discretion of the Employer.

2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

### **ARTICLE 8 – Dues Deduction**

1. The Employee agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions shall commence.

2. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification shall be in writing to the FOP/OLC within 30 days of their hire date.

3. The Labor Council agrees to indemnify and to save the Employer harmless from any action commenced by an employee arising as a result of the deductions made under this Article.

4. The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment; or
- (b) transfer to a job other than one covered by the bargaining unit; or
- (c) lay off from work; or
- (d) an agreed leave of absence; or
- (e) written revocation of the check off authorization by the employee.

5. The Employer shall not be obliged to make dues deductions of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

6. All dues collected shall be paid over by the Employer once each month and sent to the F.O.P. Ohio Labor Council, Inc. via ACH or USPS to 222 East Town Street, Columbus, Ohio 43215-4611.

7. During the first pay period in July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit employee wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 14 days of the request.

## ARTICLE 9 – Discipline

1. (a) The Employer shall have the right to reprimand, discharge, suspend, with or without pay, demote or otherwise discipline any employee for just cause. Discipline will be administered in a fair and equitable manner.

(b) If an employee fails to furnish satisfactory proof justifying the reason for an absence from work (excluding vacation and holidays not scheduled to be worked) upon request of the Employer, such employee is subject to disciplinary action.

2. The Employer will endeavor to notify the Union in writing of any discharge or suspension without pay within forty-eight (48) hours from the time of such discharge or suspension. When being sent, such notice shall be forwarded to the offices of the FOP, Ohio Labor Council, 222 E. Town Street, Columbus, OH 43215, via ~~regular mail and facsimile email~~. If the Union desires to contest (i.e. grieve) the discharge or suspension without pay, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure. An employee shall mitigate any back pay liability resulting from his discharge or suspension pending resolution of the grievance and arbitration procedure hereinafter set forth.

3. The City will endeavor to issue written reprimands within thirty (30) days of the City's knowledge of the offense. Written reprimands shall be subject to the grievance procedure set forth in this Agreement up to and including the Step 2 only.

4. A disciplinary suspension or discharge requires:

- (a) Written notice be given to the employee of the charges against him and the evidence upon which they are based within twenty (20) calendar days of Management's knowledge of the alleged incident and within a reasonable amount of time before the hearing referred to below so the member can prepare an explanation.
- (b) A pre-suspension hearing be held, unless waived by the employee, before the Chief of the Division of Police. The employee shall be afforded, at the hearing, the right to question witnesses and a fair opportunity to be heard in opposition to the charges against him.
- (c) The member has a right to have with him an employee or Union representative of his choosing and any such meeting shall be continued at the request of the employee for a reasonable period of time, not to exceed ten (10) calendar days, to permit the attendance of the representative.
- (d) In special cases, as determined by Management, the employee may be suspended without pay pending a hearing. The suspended employee may request a hearing to be held by the close of the next succeeding work-day. An employee who has been suspended without pay pending a hearing shall have such unpaid time credited towards a subsequent suspension.
- (e) The employee shall be informed of Management's decision and the reasons for it in writing.

5. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action(s).

## **ARTICLE 10 – Grievance Procedure**

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

**Step 1:** Within a reasonable time, not to exceed seven (7) calendar days following the date of occurrence, or when the employee or the Union should have had knowledge of the occurrence, an employee having a grievance and/or his Union representative shall put the grievance in writing and present it to the appropriate Deputy Chief or his designee. The Employer shall give its answer to the employee and/or his Union representative within seven (7) calendar days after the presentation of the grievance in Step 1. Within this fourteen (14) calendar day period, the employee is encouraged to seek to resolve this grievance on an

informal basis. Grievances based on disciplinary action shall proceed immediately to Step 2 of this grievance procedure.

Step 2: If the grievance is not settled in Step 1 or has proceeded immediately to Step 2 in the case of discipline, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief of Police, or his designee. If the grievance is not presented within said time period, it will be considered resolved. A grievance so presented in Step 2 shall be answered by the Employer within seven (7) calendar days after its presentation. If the Chief of Police or his designee fails to answer in writing within seven (7) calendar days, the grievance shall be deemed denied.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee. At this time a Local or State Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. If the grievance is not presented to the City Manager or his designee within said time period the grievance shall be considered resolved. A grievance so presented in Step 3 shall be answered by the Employer within seven (7) calendar days after its presentation. If the City Manager or his designee fails to answer in writing within seven (7) calendar days, the grievance shall be deemed denied.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The parties may by mutual written agreement extend the time within which to answer or appeal. Any step in the grievance procedure may be skipped on any grievance by mutual consent.

3. Filing a grievance by an employee or the Union under this Article concerning any matter otherwise appealable to the Civil Service Commission shall be deemed an election by the employee and the Union to use the provisions of this Agreement rather than an appeal to the Civil Service Commission, as the sole and exclusive remedy for resolution of the said grievance or complaint.

## ARTICLE 11 – Arbitration

1. A grievance as defined in Article 10 which has not been resolved hereunder may, within 14 calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement. The arbitrator shall be selected from a panel of 12 arbitrators who have officesa primary office located within the State of Ohio or within 125 miles of Middletown, Ohio, furnished by the Federal Mediation Conciliation Service (FMCS). The arbitration shall be conducted in conformity with FMCS or the respective arbitration services rules, as applicable.

2. In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall be selected from a panel of (7) arbitrators who have a primary office located within the State of Ohio or within 125 miles of Middletown Ohio. The parties agree that AAA will provide a "list only" and not provide administration services. Each party shall alternately strike names from the panel, and the remaining arbitrator shall be selected to hear the dispute. Either party may strike the entire panel list once, prompting the issuance of a new panel from the same arbitration service. The cost of the initial panel shall be shared equally by the parties; however, the party requesting the additional panel shall bear the full cost of the replacement list.

3. The fees and expenses of the arbitrator shall be borne equally by the parties.

34. The award of the arbitrator hereunder shall be binding upon the Employer, the employee and the Union and its members.

45. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operating procedures set forth in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness and appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures. This provision does not prevent an employee disciplined by any such existing or future rule to grieve the application of that rule to his or her particular circumstances. It is further understood that the said rules and regulations, general and special orders and standard operating procedures shall not be interpreted so as to conflict with the explicit written terms of this Agreement.

56. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the grievance will be denied. This provision shall not be construed to foreclose the jurisdiction of the State Employment Relations Board.

67. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and as such an arbitrator shall not conduct an independent investigation. This provision shall not prohibit an arbitrator from considering any applicable law or legal precedent in determining an award.

78. The decision of the arbitrator in any case, shall not require a retroactive wage adjustment in any other case.

## **ARTICLE 12 – Paid Leaves and Unpaid Leaves**

### **A. Paid leaves.**

1. **Reasons for Paid Leave.** Leaves of absence with pay may be granted for any legitimate reason including, but not limited to the following, provided such absence has been approved in advance by the proper authority, as outlined below:

- (a) For military pre-induction examinations.
- (b) When called (not volunteered) to serve on a jury.
- (c) When subpoenaed as a witness in a court case in which the employee is not a party.
- (d) To attend meetings, conventions, conferences, or short courses of instruction which benefit the City, as determined by the City.

2. **Procedure for Approval.** An employee desiring to apply for a leave of absence with pay must submit an application to his immediate supervisor outlining the reason for the request. Leave requests of five (5) days or less will be acted upon by the Chief of Police. Leave requests exceeding five (5) days will be forwarded to the City Manager by the Chief of Police, together with his recommendations. Approval of all such leaves of absence with pay will be in writing with a copy to the employee and the Human Resources Division.

3. **Conditions.** In all cases, approval of a leave will be given in writing with a copy directed to the Human Resources Division. When pay is granted by another agency, such as in a court proceeding, the statement from the agency must be submitted with the next payroll following return to work. The employee may: 1) submit the fee to the Finance Department or 2) have the fee subtracted as an adjustment to his/her next paycheck. The length and other conditions of each leave granted will be determined by the facts and circumstances of the case.

### **B. Unpaid Leaves.**

1. **Reasons for Leave.** Leaves of absence without pay for a legitimate reason not covered by the FMLA policy may be granted as follows:

- (a) To further an employee's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the City as well as the individual, and provided the employee agrees to return to City employment for a specified period of time after such leave.)
- (b) To attend funerals not covered by funeral leave and/or sick leave.

- (c) To care for a member of the immediate family during an extended illness after paid leave and FMLA unpaid leave are exhausted.
- (d) Personal illness after paid leave and FMLA unpaid leave are exhausted.
- (e) Injury not covered by injury leave.

2. Procedure for Approval. Requests for Leave Without Pay must be submitted to the Chief of Police in a letter outlining the reason for the request. This letter will then be forwarded to the City Manager for approval and the Human Resources Division for coordination.

3. Automatic Leave. An employee who ceases to receive a payroll check as a result of an approved unpaid leave is considered to be automatically on a leave of absence, even though still being carried on the payroll.

4. Conditions. The length and other conditions of each leave granted will be determined by the facts and circumstances of the case. All fringe benefits cease while an employee is on a leave without pay after such leave exceeds ten (10) days (pro-rata with no accrual for the period of time on leave without pay). The employee may continue his/her health insurance coverage at his/her sole expense. Longevity pay shall be paid to an employee on a leave of absence without pay during the year on a prorated basis.

The period of the leave of absence without pay will be excluded from the longevity payment.

C. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces shall be granted in accordance with applicable City ordinances and the Policy and Procedures Manual.

D. Family and Medical Leave. An employee may take Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act and the Policy and Procedures Manual.

## ARTICLE 13 – Holidays

1. (a) Holidays. The following days shall be celebrated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

Independence Day

Employee's Birthday\*

\*(b) Employees may take this holiday on their birthday or anytime during the year, subject to the approval of the Chief of Police. The employee birthday is not subject to premium pay. Employees who are scheduled to work, and do work, on any holiday or day observed as a holiday, as determined by the City Manager, other than employee's birthday, shall be paid an amount equal to one and one-half (1-1/2) times the amount which they receive for any other regular work day, in addition to their regular holiday pay, or receive compensatory time off on the basis of one and one-half hours off for each holiday hour worked, at the discretion of the Chief of Police.

(c) It is the parties' intent that this language supersede federal, state and local laws.

2. All holiday leave shall be subject to the following terms:

- (a) In the event that an employee is scheduled to work on one of the above holidays, such employee shall not be excused from work unless prior approval has been obtained from the Chief of Police allowing the employee to be excused from work.
- (b) Loss of Holiday. If an employee is off without pay and the absence is unexcused either the workday before or the workday after a holiday, that holiday pay is forfeited and the employee may be subject to disciplinary action. (An unexcused absence is an absence not covered by approved vacation, disciplinary suspension, accumulated sick leave, military leave or any other approved leaves with pay.) In addition, holiday pay ceases during any period an employee is not being paid his regular salary or wage.
- (c) During Vacation. If a holiday falls during an employee's vacation period, it shall not be charged to vacation time, except where division policy is to grant additional vacation time in lieu of granting regular holidays off.
- (d) If any of the above listed holidays (excluding Employee's birthday) fall on a Saturday, the preceding Friday will be granted as a day off with pay in lieu of the actual holiday. If the holiday falls on a Sunday, the following Monday will be granted as a day off with pay in lieu of the actual holiday.
- (e) Personal Day. All employees covered by this contract, shall be granted one (1) personal day each year. This day will be scheduled in the same manner as vacation and longevity days. Only one employee per shift will be granted personal leave. A personal day

cannot be accumulated, carried over to the next year or banked. Personal leave can be taken in four (4) hour increments.

## **ARTICLE 14 – Vacation**

1. (a) Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based upon vacation credit earned in the previous year. Employees on leave without pay for any reason exceeding ten (10) days shall not accrue vacation benefits (pro rata with no accrual for the period of time on leave without pay).

(b) Vacation Credit. Employees shall receive vacation credit as follows:

1 - 4 Years – 10 days  
5 - 9 Years – 13 days  
10 - 14 Years – 18 days  
15 - 19 Years – 20 days  
20 - 24 Years – 25 days  
25+ Years – 28 days

Employees who as of January 1, 2020 receive more vacation leave than provided in this schedule shall continue to receive their current level of vacation benefits until they progress to the next step in the schedule.

(c) Employees may take vacation during their first calendar year of employment after they have been employed for ninety (90) days in accordance with the schedule below. Scheduling of vacation during the first year of employment will be at the discretion of the Chief of Police.

<u>Month of Hire:</u>	<u># Days of Vacation:</u>
January	9
February	8
March	7
April	6
May	5
June	4
July	3
August	2
September	1
October	0
November	0
December	0

(d) (1) First Full Year of Service. On January 1<sup>st</sup> of the first full calendar year of employment, employees will be deemed to have earned their vacation credit in accordance with this provision, in full, which may be scheduled at any time during

such first full year of employment in accordance with the terms of this agreement. If an employee terminates their employment with the City prior to reaching January 1<sup>st</sup> of the first full calendar year of employment no terminal pay will be made for such vacation time.

(2) Subsequent Years of Service. On January 1<sup>st</sup> of an eligible employee's second year of service and in each year thereafter, employees shall receive vacation credit in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. Vacation credit will be deemed to have been earned in the employee's prior year of service. Upon termination or retirement, or in the case of leave without pay, vacation shall be pro-rated on the basis of monthly accrual. When calculating vacation credit earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire.

(e) Non-Accrual. Employees on leave without pay for any reason for ten (10) days shall not accrue vacation benefits.

(f) Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Chief of Police. In general, the Chief of Police will give as much consideration as possible to the employee's preference, while, at the same time, maintaining the staff necessary to meet operational requirements. Vacation may be taken in increments of four (4) hours.

(g) Vacation Carryover. Vacation credit must be used by year-end, subject to departmental rules and regulations. Requests to carryover vacation must be approved by the City Manager in writing in order to be deferred to the next year.

2. Conversion to Vacation Credit. Employees may convert sick leave credit to vacation once a year on the following basis:

- (a) An employee with more than 280 sick leave hours credit may convert all those hours over 280 hours to vacation credit at the rate of 24 sick leave hours for one vacation day, providing that not more than 120 sick leave hours are so converted in any one vacation year.
- (b) An employee with more than 800 sick leave hours may convert all those hours over 800 to vacation credit at the ratio of eight (8) sick leave hours for eight vacation hours, providing that not more than 40 sick leave hours are so converted in any one vacation year.
- (c) The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.

3. Terminal Vacation Provisions.

(a) Vacation from Previous Year. An employee who voluntarily resigns with two weeks notice, or who dies, shall be paid for vacation credit earned in the previous year, but not yet taken.

(b) Vacation for Year of Termination. An employee who voluntarily resigns or retires with two weeks notice, must be paid for vacation credit earned in the present year, provided such is recommended by the Chief of Police. In the case of death of an employee, vacation for the present year will be paid.

(c) Vacation Upon Dismissal. An employee who has been employed for more than one (1) year and is dismissed will receive payment for his vacation which he has earned in the previous year and not yet taken. Employees terminated during their probationary period will receive vacation payment at the discretion of the Chief of Police. Total vacation credit will be calculated to the nearest full day.

## ARTICLE 15 – Longevity

1. Eligibility. Employees shall be eligible for Longevity payment as follows:

(a) In December of the calendar year of the attainment of the seventh (7th) anniversary and each calendar year thereafter through the nineth (9th) anniversary of employment, each salaried employee shall be eligible for .75% of his/her existing base salary as of November 30th of the year in which they are paid the longevity.

(b) (a) In December of the calendar year of the attainment of the tenth (10th) anniversary and each calendar year thereafter through the fourteenth (14th) anniversary of employment, each salaried employee shall be eligible for 1.5% of his/her existing base salary as of November 30th of the year in which they are paid the longevity.

(c) (b) In December of the calendar year of the attainment of the fifteenth (15th) anniversary and each calendar year thereafter through the nineteenth (19th) anniversary of employment, each salaried employee shall be eligible for 2.5% of his/her existing base salary as of November 30th of the year in which they are paid the longevity.

(d) (c) In December of the calendar year of the attainment of the twentieth (20th) anniversary and each calendar year thereafter through the twenty-fourth (24th) anniversary of employment, each

salaried employee shall be eligible for 3.5% of his/her existing base salary as of November 30th of the year in which they are paid the longevity.

(e) ~~(d)~~—In December of the calendar year of the attainment of the twenty-fifth (25th) anniversary and each calendar year thereafter until retirement or resignation, each salaried employee shall be eligible for 4% of his/her existing base salary as of November 30th of the year in which they are paid the longevity.

2. Payment of Longevity.

(a) Longevity will be paid in a lump sum in December of each year.  
a  
(b) In order to receive longevity payments, an employee must be on the payroll when such payment is made, except as provided herein.

3. Longevity Vacation Provision.

(a) An employee will be entitled to two (2) longevity vacation days annually after the first full five (5) years of service; thereafter, each employee shall be entitled to one (1) additional longevity vacation day annually for each additional full five (5) years of service.  
(b) Eligible employees may take longevity vacation days as of his or her appropriate anniversary date subject to the approval of the Chief of Police.

Example:    5 years - 2 longevity days  
                  10 years - 3 longevity days  
                  15 years - 4 longevity days  
                  20 years - 5 longevity days, etc.

(c) Longevity vacation credit may not be advanced from one vacation year to the next, nor can it be deferred.  
(d) Longevity vacation days may be taken in four (4) hour increments.

4. Death, Retirement or Resignation. In the event of death, retirement or resignation of an employee, longevity pay for that year will be paid pro rata to the date of death, retirement, or resignation. This proration shall not apply to employees who have been dismissed from City employment.

## **ARTICLE 16 – Bereavement Leave**

1. Bereavement leave shall be granted to full-time employees, including probationary employees, in the amounts listed below:

<u>Relationship to Employee</u>	<u>Number of Work Days</u>
Spouse, child, step-child, parent, step-parent or someone standing in loco parentis	5
Immediate family: Grandchild, grandparent, brother, sister, step-brother, step-sister, brother or sister-in-law, parents or step-parents of spouse and grandparents of spouse	3

2. Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled work-days at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, or voluntary unpaid leave of absence). In no event will a member on bereavement leave be paid for more than their regularly scheduled hours in a 24-hour period.

3. (a) Eligibility is further conditioned upon submission by the employee to his supervisor of a certificate as to the purpose and validity of leave usage and, if required by the Employer, proof of death and relationship. If the conditions set forth in the Article are not satisfied the Employer has the authority to deny the use of bereavement leave.

(b) Bereavement leave need not be taken in consecutive calendar days. Requests for bereavement leave with pay will not be approved for absences not taken within a fourteen (14) calendar day period of the date of death, except that one of the allocated days may be used within thirty (30) days of the date of death. Leave requests meeting the conditions of this Article must be approved by the employee's immediate supervisor.

4. In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one work day may, at the sole discretion of the Chief of Police, be taken for participation in funeral services. Such day shall be deducted from the employee's accrued sick leave.

## **ARTICLE 17 – Sick Leave**

1. Eligibility. Each employee is credited with 10 hours of sick leave for each full calendar month of service. The hours of sick leave earned shall be credited to each employee on the first check of every month.

2. Accumulation. Employees may accumulate a maximum of up to 2,000 hours of sick leave. Employees on leave without pay for any reason exceeding ten (10) days shall not accrue sick leave benefits (pro rata with no accrual for the period of time on leave without pay).

3. Approval of Usage. The Chief of Police or his designee has authority to approve or deny the use of sick leave. Sick leave shall not be approved for unauthorized uses. The Chief may, at his/her discretion, require a doctor's certificate of cause and/or a signed statement regarding the facts surrounding the reason for sick leave for any claim of sick leave.

Sick leave credit may be used for the following:

- (a) Sickness or off-duty injury to the employee, provided in the case of injury, it is not in connection with outside employment.
- (b) On-the-job injury of the employee, the first five days off following the day of the injury unless the employee is hospitalized during these days. The first five days off will be credited back to the employee as allowed under the Injury Leave Policy.
- (c) Quarantined because of contagious disease, and/or exposure to contagious disease which could be communicated to other employees.
- (d) Sickness or disability in the immediate family that requires the employee's presence at home. For purposes of this section the immediate family is defined as the father, mother, sister, brother, husband, wife, child or step-child in the employee's custody or care. Time off shall not exceed three days for any one illness of the family member without the written approval of the Chief of Police except for medical leave cases covered by the FMLA policy.
- (e) Bereavement Leave. For purposes of this section, an employee may utilize sick leave with the approval of the Chief of Police for participation in funeral services or arrangements not covered by Bereavement Leave, subject to the limitations in Article 16.
- (f) Family leave as defined in the Family Medical Leave Act policy.

4. Computation of Sick Leave. An employee shall be charged for sick leave usage on a half hour basis in increments of not less than one-half hour. If an employee who works a 40-hour week is scheduled to work on a holiday and reports off sick, the employee will receive regular holiday pay and no sick leave will be charged. In no event will a member on sick leave be paid for more than their regularly scheduled hours in a 24-hour period.

5. Reporting Off Sick. Sick leave will be paid only when the employee or a member of his immediate family notifies the employee's immediate supervisor of his absence one hour prior to the commencement of the employee's start time.

6. Employee's Claim for Sick Leave. An employee shall submit those forms and follow those procedures specified in the Division of Police Rules and Regulations for sick leave claims, including submission of a sick leave form upon the employee's return to work. Upon the request of the Employer, an employee must furnish satisfactory proof of his or her illness or disability before a day of sick leave is paid. In the case of an illness or disability for three (3) or more consecutive days, an employee may not return to work without a statement from the employee's physician. In cases of illness in the employee's immediate family requiring him to be at home, the employee may be required to submit a certificate from the attending physician attesting to the need, before sick leave will be allowed.

7. Conversion to Vacation Credit. Employees may convert sick leave credit to vacation once a year as set forth in Article 14.

8. Conversion to Terminal Leave. ~~With the approval of the Chief of Police, sick leave may be converted from sick leave to terminal payment as follows:~~ Upon the death, retirement, resignation or involuntary layoff of an employee with less than 25 years of service, dismissal of a member all unused sick leave time credit, in excess of 280 hours, will be converted to termination terminal leave pay ~~on in the basis of 24 hours sick leave for 8 hours pay, to a maximum of five (5) weeks' pay (25 working days or 200 hours); following manner:~~

~~Upon~~

(a) If the member has accumulated three hundred (300) hours or less of unused sick leave, no terminal shall be paid;

(b) If the voluntary resignation of an employee, and at the election of the employee, regardless of age or years of service member has accumulated between three hundred and one (301) hours and one thousand (1000) hours of unused sick leave, all unused sick leave credit ~~in excess of 280 hours~~ will be converted to termination pay on the basis of ~~24 hours sick leave for 8 hours pay, to a maximum of five weeks pay (25 working days or 200 hours);~~

~~Upon the death or retirement of an employee with 25 or more years service, all unused sick leave credit, in excess of 280 hours, will be converted to termination pay on the basis of 16 hours ~~twenty four (24)~~ sick leave hours for eight (8) hours of terminal pay, to a maximum of ~~ten three hundred and thirty-three (1033) weeks pay (50 working days or 400 hours;~~~~

(c) In addition to the terminal pay set forth in paragraph (b) above, if the member has accumulated one thousand and one (1001) hours;

~~Upon the voluntary resignation of an employee with 25 or more years of service, and at the election of the employee unused sick leave, all unused sick leave credit in excess of 280 one thousand (1000) hours will be converted to termination pay on the basis of sixteen (16 hour) sick leave hours for eight (8) hours pay, to a maximum of ten (10) weeks pay (50 working days or 400 hours).~~

~~If a member chooses to take a disability retirement due to injury or illness, these same procedures will apply if the member files for the disability pension within 60 days of the injury or illness and the disability retirement is granted within 120 days of the injury or illness. terminal pay to a maximum of five hundred (500) hours;~~

(d) Notwithstanding paragraph (b) and (c) above, if a member is terminated or dismissed from employment, the member shall not receive in excess of two hundred (200) hours of terminal pay.

(e) Any hours left over after the conversion set forth in the immediate preceding paragraphs shall be banked to be available for use for a member who suffers a catastrophic illness and whose sick leave time has run out. Catastrophic illness is defined as an unusual serious health disorder or injury of a duration of three months or more. In no event shall these banked hours be available to any member who has used or has available 12 months or more of sick leave.

9. If accumulated sick leave is exhausted, an employee may request an advance of sick leave credit in accordance with Administrative Regulation 2-27.

## ARTICLE 18 – Injury Leave

Employees are entitled to receive injury leave for on-the-job injuries, in accordance with the conditions and limitations set forth in this article. Such leave shall be in addition to all other leaves provided in this agreement.

A. An on-the-job injury is a physical injury that an employee suffers during the course and scope of his/her employment for the City of Middletown. On-the-job injury does not include pre-existing injuries, injuries suffered at the workplace which are not in

the course and scope of the employee's work activity, psychological or psychiatric injuries or conditions.

B. Employees in the classifications of police records clerks and word processing operator shall receive up to one hundred (100) working days of injury leave.

1. Injury leave shall be used consecutively from the date of injury, except that if an employee has not exhausted the leave for an injury, he/she may take such leave for the same injury at anytime within three (3) years of the on-the-job injury. However, any such non-consecutive use of injury leave shall be available only after the employee uses five (5) consecutive days of sick leave before each such non-consecutive use of injury leave. In no event shall injury leave be available more than two years after the initial date of the injury.

C. In order to be eligible for injury leave, the employee must submit, within twenty-four (24) hours of the on-the-job injury, a report, in a form established by the employer, to the appropriate supervisor. In addition, the employee must submit to the employer, within five (5) days of the on-the-job injury, a physician's statement, describing the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within five days after his dismissal from the hospital to the employer.

1. If the employee fails to comply with the requirements of paragraph (C) of this article, the first ten (10) days of leave shall be charged as sick leave and subtracted from the injury leave balance, unless the employee fails to submit either the report or the physician's statement within thirty (30) days of the injury, in which case, the employee shall lose his/her entitlement to any injury leave.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer from time to time to submit himself for a medical examination by a licensed physician, selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or workers' compensation does not cover, including travel expenses.

If an employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination, provides that the employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

If the report from the physician selected by the city is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be

mutually agreed to by the parties. The opinion of said third physician shall be determinative.

E. An aggravation or re-injury of an existing injury or condition shall be treated as part of the original injury, and shall be subject to the limitations in paragraph B of this Article. The employer retains the right to require written evidence of the aggravation or re-injury from the employee's physician. This provision is subject to paragraph (D) of this Article.

F. A member who is injured and unable to perform his regularly assigned duties may be assigned at the sole discretion of the Chief of the Division to perform duties consistent with their medical restrictions in lieu of receiving injury leave compensation, with the approval of the member's physician or the employer's physician as set forth in paragraph (D) above.

G. Employees who are injured while under the influence of alcohol or drugs are not eligible for injury leave under this Article.

## ARTICLE 19 – Insurance

1. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(a) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006 and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement and health insurance shall be a mandatory subject of collective bargaining in successor agreements unless otherwise agreed to by the parties.

(b) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee, regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions. The City agrees to adhere to the recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending

meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(c) All coverage shall be subject to the insurance company's requirements and eligibility.

2. All employees shall receive group life insurance coverage paid by the City in amount of \$50,000. Double indemnity premiums shall be paid by the City on all such coverage. Additional coverage through "Voluntary Life Insurance" may be purchased by the employees in accordance with the insurance company's requirements.

3. Members retiring from the City who were hired prior to January 1, 2011 shall receive \$5,000.00 life insurance coverage paid by the City. Double indemnity will not be provided on such coverage.

## **ARTICLE 20 – Miscellaneous Benefits**

1. Influenza Shots. Employees may receive free annual immunization against influenza, at such times as may be scheduled by the Health Department, at the discretion of the City Manager.

## **ARTICLE 21 – Wages**

1. Bi-weekly pay ranges are hereby established for members of this bargaining unit of the City.

2. ~~Effective January 1<sup>st</sup> of each contract year there shall be~~Base wage increases ~~as follows:~~

~~2023 – As set forth in~~according to the ~~attached wage~~following schedule:

~~2024 – 3.0%;~~

~~2025 – 3.0%.~~

- i. 2026 – 5%
- ii. 2027 – 4.5%
- iii. 2028 – 4.0%

3. (a) All employees shall follow Wage Scale 1, attached hereto.  
(b) Bargaining unit members shall receive ~~an annual a one-time~~, lump sum bonus ~~at 2% of their regular rate for hours worked, with the bonus paid in January 2023, January 2024, and January 2025, respectively \$2000.~~

(c) Members shall participate in the "Performance-Based Compensation" set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown each year.

4. Shift Differential. For any shift commencing between the hours of 3:00 P.M. and 4:00 A.M. of the following day, differential pay shall be as follows:

- (a) For any shift starting at 3:00 P.M. or after, but not later than 11:00 P.M., \$0.35 per hour.
- (b) For any shift starting at 11:00 P.M. or after, but not later than 4:00 A.M., \$0.45 per hour.

5. Salary Adjustment. The salary of each member in the bargaining unit shall be reviewed annually by the Chief of Police for the purpose of determining which member may be entitled to a step increase. All personnel records, performance, and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the Chief of Police, the City Manager may advance an employee until the maximum step has been reached.

6. Training Pay. When a trainee is assigned to a shift, non-probationary employees responsible for training activity for the trainee on that shift shall receive a training adjustment of one dollar (\$1.00) per hour for all hours they spend training the trainee. The length of an employee's training period shall be determined by the City.

7. Clothing and Equipment Maintenance Allowance. Each member who may be required to wear a uniform shall be provided such uniform and any necessary replacement at the cost of the Employer. Each eligible member shall be paid a maximum of \$1,000.00 annually to cover individual expenditures for wearing apparel. Said amount is to cover future individual expenditures for wearing apparel and will be paid to members who have been assigned positions effective January 15<sup>th</sup> and July 15<sup>th</sup> of each year, in equal installments of \$500.00 each, payable on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.

8. Direct Deposit. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

9. Employees shall receive ~~four~~<sup>16</sup> sixteen (416) hours of compensatory time per calendar year in consideration of being assigned to work the job of another employee (e.g. detective secretary).

10. Employees assigned to review and redact body worn camera video for the purposes of responding to public records requests for such footage shall be paid \$3.00 per hour premium pay for those hours in which they are actually performing those duties.

## **ARTICLE 22 – Hours of Work and Overtime**

1. (a) The work week of all employees covered by this Agreement shall be forty (40) hours per week with work schedules and starting times to remain flexible based on the need of the Employer.

(b) Before any schedule of a bargaining unit member is changed for more than a five (5) day period the parties shall convene a special labor management meeting to discuss the necessity for the change and to explore other schedules that are mutually acceptable to the parties. In absence of a mutually acceptable schedule the City shall make any necessary scheduling changes.

(c) All members shall be entitled to breaks as set forth in the Fair Labor Standards Act, as amended.

2. An employee working in excess of forty (40) hours in one week, as defined by the Fair Labor Standards Act, as amended (provided that vacation, holidays, funeral leave, and injury leave for which the employee is paid shall be counted in the forty (40) hours), shall either be paid time at one-half his regular rate, or receive compensatory time off on the basis of one and one-half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within twenty (20) days of the request made by the employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime. No employee shall be permitted to accrue more than two-hundred forty (240) hours of unused compensatory time and any employee who has accrued two-hundred forty (240) hours of compensatory time shall be paid in cash for all overtime in excess thereof, at the employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher. Each employee shall be able to cash out up to eighty (80) hours of compensatory time each year in November on a separate check. Any payment for compensatory time shall be at the employee's current rate of pay and subject to availability of funds in the police salary budget for payment.

3. Any hour for which an employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail. This section shall not eliminate shift premium, where applicable during overtime hours.

4. Right of First Refusal for Overtime Work. In the event that the City wishes to authorize overtime work hours for work duties performed by members of the bargaining unit, the members of the bargaining unit shall be given the first opportunity to work those overtime hours offered. If members decline the overtime hours, it may be offered to employees outside of the bargaining unit.

## **ARTICLE 23 – Labor–Management Meetings**

1. In the interest of sound labor/management relations, labor management meetings will be held. The meetings will not be held more frequently than every 90 days unless mutually agreed upon. The meetings will be held on a mutually agreeable day and time for approximately 1 hour. The Employer or his designee shall meet with (1) one Union representative from each bargaining unit, to discuss pending problems and to promote a more harmonious labor/management relationship.

Upon request by an FOP/OLC Union representative, (1) one Ohio Labor Council Representative may be present at the above mentioned meetings.

2. An agenda will be exchanged by the parties at least (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 who will be attending. The committee will alternately consider items of each party's agenda during the meetings. 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 affect bargaining unit employees of the FOP.
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure 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.
- (g) To discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

## **ARTICLE 24 – Drug and Alcohol Testing**

1. Purpose of Drug and Alcohol Testing Program.

(a) The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an

employee who is free from drug dependence or illegal drug use or being under the influence of alcohol while on the job.

(b) A reasonable drug and alcohol testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves or the public.

(c) There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) and being under the influence of alcohol seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by police employees (therefore, possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police.

2. Definitions.

(a) Drug Test. A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified in accordance with Department of Health and Human Services rules and regulations.

(b) Alcohol Test – A breathalyzer or urinalysis test administered by a provider facility under approved conditions and procedures to detect prohibited levels of alcohol at or exceeding 0.04% BAC.

(c) Reasonable Suspicion. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/narcotics.

(d) Illegal Drug – Any “controlled substance,” as defined in Ohio Revised Code 3719.01 and any “dangerous drug,” as defined in Ohio Revised Code 4729.01, the possession or sale of which without a prescription or license is prohibited by law, provided that if an employee has a prescription for either a controlled substance or a dangerous drug, it shall not be considered an illegal drug under this section except as otherwise set forth herein. Illegal drug also includes recreational marijuana/adult use cannabis, medical marijuana and any CBD product containing 0.3 percent or more tetrahydrocannabinol-9 on a dry weight basis.

3. General Rules.

(a) Department employees shall not take any narcotic, illegal drug, or other dangerous drug unless prescribed by a person licensed to practice medicine or otherwise given lawful prescribing authority. Employees who are required to take prescription medicine shall notify their immediate supervisor if the medication prescribed has the potential to impair the employee's performance. The specific medication prescribed need not be identified, but the employee shall provide a statement from the prescribing

physician that medication is prescribed for a physical, mental or psychological condition, and any potential side effects of the medication which may impact on the employee's ability to perform his or her job. If side effects exist, which are not certified by the physician, the employee shall present such side effects to his/her supervisor in writing. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, the use of medical marijuana with or without a prescription, the use of other drugs prescribed to the employee in material violation of the prescription, and/or being under the influence of alcohol while on the job is prohibited.

(b) All property belonging to the Department, including the entire premises of the department, is subject to inspection at any time without notice as there is no exception of privacy.

1. Property includes, but is not limited to, City owned vehicles, desks, files, and storage lockers.

2. Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after accepted reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

(c) Failure of any police employee to comply with the intent or provisions of this article of the contract is grounds for disciplinary action, including dismissal or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined in paragraph 2 (B) above, or under circumstances described in paragraphs 4, (A) and (B), below, or comply with this article of the collective bargaining agreement, will result in immediate relief from duty pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

#### 4. Policy – Drug Testing/Urinalysis.

(a) Employees of the department shall be required to submit to a test for drug or narcotic use as outlined below:

1. The Chief of Police or a police supervisor may order an alcohol or drug test when he or she has reasonable suspicion that an employee is using, or is under the influence of alcohol, drugs or narcotics.

(a) All employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics or illegal drugs or is under the influence of alcohol at work shall immediately report the facts and circumstances of such use to their supervisor.

2. The employee shall be advised of circumstances surrounding the order to test.

3. Whenever practical, prior approval should be obtained from the Chief of Police before the Supervisor orders the test.

4. A supervisor who orders a drug or alcohol test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs or alcohol, shall forward a report containing the facts and circumstances directly to the Chief of Police. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses.

5. Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, an alcohol level of 0.04% BAC or above, or the abuse of prescribed drugs, will be submitted as a part of a written complaint by the supervisor ordering the test.

(b) In the event that an employee is required to submit to a drug test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing.

2. The employee will be transported to the designated testing center by a supervisor.

3. The employee may request that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

4. A controlled test will be conducted by personnel of the testing site.

5. The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.

6. All parties involved will be transported back to the police department.

7. If the employee is held over his/her assigned time, he/she will be compensated for that time.

(c) A negative test result shall bar the City from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy.

(d) A positive result, after a second qualifying screening test, may serve as a basis to refer the employee to the Employee Assistance Program maintained by the City

of Middletown and will result in discipline of the employee, up to and including termination. If the employee refuses or fails to attend the EAP or to follow any and all recommendations of the EAP, the employee shall be subject to disciplinary action. The Employer shall have the option to have a third screening test performed. The third test shall be performed by the designated test center, or a laboratory designated by the test center. The third test shall be a G.C. Mass spec. or a test of equal or greater accuracy (at the designating test center's option).

5. Random Drug Testing. Random drug testing will be implemented in accordance with a General Order to be issued by the Chief of the Division of Police. The General Order implementing random drug testing for bargaining unit members shall not be amended without the agreement of the parties.

## **ARTICLE 25 – Modification and Separability**

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the term of this Agreement each further agree that the other shall not be obligated to bargain collectively with the respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. The parties to this contract agree that, where the contract deals with a particular subject, the contract takes precedence over sections of Ohio law, City ordinances, administrative regulations, including the policies and procedures manual, and rules of the Chief of Police, unless specifically prohibited by Ohio law, court decision, or a decision by the State Employment Relations Board. Where this contract does not speak to a particular subject, then the relevant section of Ohio law, City ordinance, administrative regulations, including the policies and procedures manual, or the rules of the Chief of Police shall prevail.

3. If a Court of competent jurisdiction finds any provision 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. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

## **ARTICLE 26 – Seniority**

1. Seniority shall be defined as total length of continuous service in a permanent full-time position(s) with the City.

2. Classification seniority shall be defined as the uninterrupted length of service in any one classification. If two or more employees have the same classification seniority, employment seniority shall be used to establish seniority among those employees. The length of any temporary demotion shall be excluded from the length of service of that employee for purposes of calculating classification seniority.

3. Seniority shall be broken, i.e. interrupted, when an employee:

- (a) resigns, unless reinstated within one (1) year;
- (b) is discharged for just cause;
- (c) is laid off and not recalled within the time limits;
- (d) retires;
- (e) engages in a strike or work stoppage during the term of this agreement;
- (f) fails to return to work after a leave of absence.

4. The City shall establish and post a seniority list no later than December 1 of each calendar year, and such list shall be effective the following January 1. The list shall contain the following information:

- (a) names of bargaining unit members;
- (b) classification;
- (c) date of original City hiring;
- (d) date of classification appointment.

Employees shall have the right to challenge their seniority listing for fifteen (15) days after the date of posting. Thereafter, the list shall remain unchanged until the next yearly posting. A copy of the list shall be given to the Union on the date of posting.

5. Seniority, as defined in this Article, shall be used for all seniority applications specifically set forth in other Articles of this Agreement. If those Articles do not specifically apply to seniority, the City shall not be required to consider seniority in applying the provisions of that Article. Seniority does not apply and shall not be required

to be used as a factor in assigning particular types of work to employees with a position classification, or in assigning employee's machines, equipment or places of work.

## **ARTICLE 27 – Layoff and Recall**

1. Layoff. In the event the City should decide to lay off personnel in the job classifications covered by this collective bargaining agreement, the following procedure shall be followed:

- (a) The employee(s) with the least continuous classification seniority shall be laid off first from the affected classification.
- (b) Before a bargaining unit employee is laid off from their position all seasonal, part-time and government funded program employees in the same classification subject to the layoff shall be laid off prior to the layoff of any full-time bargaining unit employee in the affected classification. The City will not negate this provision by transferring seasonal, part-time and government funded program employees to other classifications prior to laying off bargaining unit employees.
- (c) In the event an employee is laid off, the employee shall receive payment for earned but unused vacation, birthday, personal day and sick leave conversion, with the employee's termination pay.

2. Recall. Employees who are on layoff shall be placed on a recall list by classification for a period of twelve (12) months and shall be recalled in reverse order of their layoff by position in the affected classification with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

3. Recall Notification. No new employee shall be hired in a classification until all employees who have been laid off in that classification in the previous twelve (12) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list. In addition, no seasonal, part-time, or government funded program employees shall be hired in the affected classification(s) until all employees on the layoff list have been recalled to the affected classification or until after the twelve (12) month recall period expires.

4. Layoff/Termination. An employee who is on layoff for a period of twelve (12) months is automatically terminated and loses all seniority.

5. Insurance. To the extent that applicable Federal law permits such coverage, an employee on layoff shall have the opportunity to continue health insurance coverage at the sole expense of the employee.

## ARTICLE 28 – Termination

This agreement shall become effective January 1, ~~2023~~2026 and shall remain in force until December 31, ~~2025~~2028.

### SIGNATURES

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

---

Rick Paquette  
Staff Representative, FOP/OLC, Inc.

---

Cheryl A. Linkous  
Erin Caito  
Bargaining Team Member

---

Cindy Cobaugh-Hogan  
Negotiator  
Bargaining Team Member

**CITY OF MIDDLETOWN**

---

Paul LelliAshley Combs  
City Manager

---

David Birk  
Earl Nelson  
Police Chief

---

Beverly MeyerAlex Ewing, Esq., Chief  
and on behalf of the Law Director

Wage Scale 1

Police Records Clerks

1/1/2023	AA	A	B	C	D	E	F	G
Annual	37,561.26	39,194.98	41,035.28	42,961.57	45,436.00	47,405.55	49,296.24	51,664.70
Bi-Weekly	1,444.66	1,507.38	1,578.28	1,652.37	1,736.00	1,811.75	1,896.04	1,987.10
Hourly	18.0583	18.8423	19.7285	20.6546	21.7000	22.6469	23.7004	24.8388

1/1/2024	AA	A	B	C	D	E	F	G
Annual	38,688.24	40,367.84	42,266.43	44,250.34	46,490.08	48,518.70	50,775.09	53,244.72
Bi-Weekly	1,488.04	1,552.64	1,625.63	1,701.94	1,788.08	1,866.40	1,952.89	2,046.72
Hourly	18.6004	19.4076	20.3204	21.2742	22.3540	23.3263	24.4144	25.5840

Effective January 1, 2026 – 5.0%

1/1/2025	AA	A	B	C	D	E	F	G
Annual	<u>39,848.85</u>	<u>41,578.78</u>	<u>\$45,711.12</u>	<u>43,534.40</u>	<u>45,578.00</u>	<u>47,883.68</u>	<u>49,974.29</u>	<u>52,298.27</u>
Bi-Weekly	<u>\$41,8841.28</u>	<u>\$43,657.74</u>	<u>\$47,856.85</u>	<u>\$50,277.97</u>	<u>\$52,472.99</u>	<u>\$54,913.25</u>	<u>\$57,551.73</u>	<u>54,811.12</u>
Hourly	<u>\$20.1160</u>	<u>\$20.9893</u>	<u>\$21.9765</u>	<u>\$23.0081</u>	<u>\$24.1721</u>	<u>\$25.2274</u>	<u>\$26.4006</u>	<u>\$27.6691</u>

Effective January 1, 2027 – 4.5%

	AA	A	B	C	D	E	F	G
--	----	---	---	---	---	---	---	---

<u>Annual</u>	\$43,724.10	\$45,622.30	\$47,768.03	\$50,010.48	\$52,540.38	\$54,834.21	\$57,384.29	\$60,141.54
Bi-Weekly	1,532.66	1,599.18	1,837.23	1,674.40	1,753.00	1,841.68	1,922.08	2,011.47
	\$1,681.70	\$1,754.70	\$1,923.48	\$2,020.78	\$2,109.01	\$2,207.09	\$2,313.14	2,408.12

Hourly	19.1584	19.9898	20.9300	21.9125	23.0210	24.0264	25.1434	26.3515
	\$21.0212	\$22.9338	\$22.9654	\$24.0435	\$35.2598	\$26.3626	\$27.5886	\$28.9142

Effective January 1, 2028 – 4.0%

	<u>A</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Annual</u>	\$45,472.96	\$47,447.30	\$49,678.72	\$52,010.82	\$54,642.02	\$57,027.57	\$59,679.57	\$62,547.26
<u>Bi-Weekly</u>	\$1,748.96	\$1,824.90	\$1,910.72	\$2,000.42	\$2,101.62	\$2,193.37	\$2,295.37	\$2,405.66
<u>Hourly</u>	\$21,8620	\$22,8112	\$23,8840	\$25,0052	\$26,2702	\$27,4171	\$28,6921	\$30,0708

#### Word Processing Operators

1/4/2023	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Annual</u>	35,877.30	37,434.80	39,194.98	41,035.28	42,961.57	44,982.70	47,105.55	49,296.24
<u>Bi-Weekly</u>	1,379.90	1,439.80	1,507.38	1,578.28	1,652.37	1,730.40	1,814.75	1,896.04
<u>Hourly</u>	17.2487	17.9975	18.8423	19.7285	20.6546	21.6263	22.6469	23.7004

1/4/2024	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Annual</u>	36,953.70	38,557.79	40,367.84	42,266.43	44,250.34	46,332.24	48,518.70	50,775.00
<u>Bi-Weekly</u>	1,421.30	1,482.99	1,552.64	1,625.63	1,701.94	1,782.04	1,866.10	1,952.89
<u>Hourly</u>	17.7662	18.5374	19.4076	20.3204	21.2742	22.2754	23.3263	24.4111

<b>Annual</b>	<b>38,062.43</b>	<b>39,744.48</b>	<b>41,578.78</b>	<b>43,534.40</b>	<b>45,578.00</b>	<b>47,722.06</b>	<b>49,974.29</b>	<b>52,298.27</b>
<b>Bi-Weekly</b>	<b>1,463.93</b>	<b>1,527.48</b>	<b>1,599.18</b>	<b>1,674.40</b>	<b>1,753.00</b>	<b>1,835.46</b>	<b>1,922.09</b>	<b>2,014.47</b>
<b>Hourly</b>	<b>18.2994</b>	<b>19.0935</b>	<b>19.9898</b>	<b>20.9300</b>	<b>21.9425</b>	<b>22.9433</b>	<b>24.0264</b>	<b>25.1434</b>

Effective 1/1/2023 1/1/2026, the unit employees will be placed as follows in the Wage Scale:

Police Record Clerks:	Step:
Erin Caito	<u>AD</u>
Kelly Metzger	<u>DG</u>
Cindy Cobaugh-Hogan	<u>DG</u>
Cheryl Linkous	<u>G</u>
Theresa Crout	<u>G</u>

0058126.0813117 4914-9148-5054v3

Effective 1/1/2023, Cheryl Linkous and Theresa Crout will receive an additional 4% stipend to be paid in January 2023.

Document comparison by Workshare Compare on Thursday, December 18, 2025 11:59:46 AM

**Input:**

Document 1 ID	netdocuments://4914-9148-5054/1
Description	Middletown Police Civilian Employees Contract 2026-28
Document 2 ID	netdocuments://4914-9148-5054/3
Description	Middletown Police Civilian Employees Contract 2026-28
Rendering set	standard

**Legend:**

<u>Insertion</u>	
<u>Deletion</u>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<u>Moved deletion</u>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

**Statistics:**

	Count

Insertions	204
Deletions	278
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	484

**STAFF REPORT**  
For the Business Meeting of January 6, 2026

December 31, 2025

---

TO: Ashley Combs, City Manager

FROM: Alexander Ewing, Law Director  
Prepared by: Julie Klehamer, Paralegal

**Police Civilian Employees (FOP/OLC) Collective Bargaining Agreement 2026-2028**

**PURPOSE**

To approve a collective bargaining agreement between the City and FOP/OLC (Police Civilian Employees) for the term January 1, 2026 through December 31, 2028.

**BACKGROUND AND FINDINGS**

After several months of negotiations, the City and Police Civilian Employees bargaining unit have tentatively agreed to a new CBA for the term January 1, 2026 through December 31, 2028. Some of the key changes to this new agreement are:

1. Article 7 – Probationary Employees. Extends probation period from 6 to 12 months.
2. Article 11 – Amend arbitration language for selection of arbitrator
3. Article 15 – Longevity.
  - Adds longevity payment of 0.75% for employees at years 7 through 9.
  - Adds language for longevity vacation days.
4. Article 17 – Sick Leave. Amend rate of conversion for terminal leave.
5. Article 22 – Wages.
  - Wage increases as follows: 2026 – 5%, 2027 – 4.5%, 2028 – 4%.
  - One-time lump sum bonus of \$2,000 in 2026.
  - Increase from 4 to 16 hours of comp time per calendar year for assisting with the job of another employee.
  - \$3.00 per hour worked for reviewing and redacting body worn camera video for public record requests. This was added after the last contract by separate agreement and is being incorporated into the CBA.

**FINANCIAL IMPACT**

The recently approved 2026 budget projected a 4.5% wage increase for this bargaining unit, but the proposed contract is 5% in 2026 and a lump sum payment of \$2,000.00. The cost of the additional .5% and the lump sum payment will require a supplemental appropriation of approximately \$14,900.03 later this year.

The cost of the future wage increases and the lump sums will be included in the annual budget and are estimated to be an additional \$15,611.63 in 2027 and \$14,501.47 in 2028.

**EMERGENCY/NON-EMERGENCY**

Emergency

# **LEGISLATION**

## **ITEM 4**

**ORDINANCE NO. O2026-03**

**AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT  
WITH FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL (CORRECTIONS  
OFFICERS) FOR THE TERM JANUARY 1, 2026 THROUGH DECEMBER 31, 2028  
AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED**, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

**Section 1**

The collective bargaining agreement for three years, January 1, 2025 through December 31, 2028, between the City and Fraternal Order of Police, Ohio Labor Council (Corrections Officers) is hereby approved, and the City Manager is authorized to execute said agreement, in a form substantially similar to Attachment "1", attached hereto.

**Section 2**

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the new contract to be implemented as soon as practicable, and shall be in full force and effect from the date of its adoption.

---

Elizabeth Slamka, Mayor

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of City Council

**ATTACHMENT "1"**

**AGREEMENT  
BETWEEN  
THE CITY OF MIDDLETOWN  
AND  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
(CORRECTIONS OFFICERS)**

**January 1, 20232026 – December 31, 20252028**



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## AGREEMENT

**AGREEMENT** made and entered into by and between **THE CITY OF MIDDLETOWN, OHIO** (hereinafter called the "City" or "Employer" or "Management") and **THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.** (hereinafter referred to as "Labor Council" or "Union" or "FOP") acting herein on behalf of the employees of the City, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### **WITNESSETH:**

**WHEREAS**, the City recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Middletown and surrounding communities and to set forth herein their Agreement covering wages, hours, and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE 1 – Recognition – The Collective Bargaining Unit**

1. The City recognizes the Union as the sole and exclusive bargaining representative of a bargaining unit consisting of all permanent, full-time Corrections Officers, formerly known as Civil Jail Matrons, employed by the Employer, but excluding all other employees of the Employer. The SERB certification number is 99-REP-05-0109 and it was certified June 3, 1999.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

### **ARTICLE 2 – No Discrimination**

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

## **ARTICLE 3 – Union Activity, Visitation and Bulletin Boards**

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or employees for the purpose of administering this Agreement, providing that the Employer's operation shall not be impaired. This request shall not be unreasonably denied.

2. The Employer shall provide bulletin boards which shall be used for the purpose of posting proper Union notices, including official Union publications or official communications. Such bulletin boards shall be placed conspicuously in the Jail Office. Any Union notices other than above which are considered inflammatory, political or devoted to Union organizing or grievance matters other than stated above are not permissible for posting on City bulletin boards or property and shall be removed by Management.

3. No insignia which has not been authorized by the Employer shall be worn on employee uniforms.

4. **Representation.**

(a) **Negotiations.** The Union shall select from the bargaining unit two (2) negotiators.

(b) Union representatives and/or alternates, on duty only, shall be paid their full pay for hours spent in contract negotiations.

(c) Union representative and/or alternate shall be entitled to 72 hours of paid Union business leave each year for the term of this agreement. The Union representative and/or alternate shall receive their full pay for Union business leave. Union business leave will be used for the purpose of participation in conventions, pension business, educational conferences, grievance handling, negotiation preparation, and to attend to the normal operating functions of the Union, excluding contract negotiations.

## **ARTICLE 4 – No Strike or Lockout**

1. No member shall engage in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease action and return to work immediately;
- (d) Post notices at locations approved by the Employer, advising that it disapproves of such action, and instructing employees to return to work immediately.

4. The Employer agrees that it will not lockout employees during the term of this Agreement and the Union and employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

5. In addition to other rights and remedies provided by applicable law or statute, the Employer shall have the right to discharge or otherwise discipline any member violating the provisions of this Article if the strike has been found to be unauthorized under Section 4117.23 of the Ohio Revised Code.

## **ARTICLE 5 – Management Rights**

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

- (a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) direct, supervise, assign, reassign, schedule, evaluate, and subject to applicable civil service rules and regulations, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote or retain employees;
- (c) maintain and improve the efficiency and effectiveness of the Employer's operations;

- (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, and standard operating procedures and general and special orders;
- (f) determine the overall mission of the Employer as a unit of government;
- (g) effectively manage the work force;
- (h) take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

3. It is intended by the parties that the terms of this Agreement shall be consistent with that legislative authority which devolves upon the City Commission of the City of Middletown, the statutes and, in so far as applicable, the rules and regulations of the Civil Service Commission and the Chief of Police. Furthermore, it is understood by the parties that no provision of this Agreement is intended to abrogate the duties, obligations, or responsibilities of any agency or department of the City which is now expressly provided for respectively by State Statute, Ordinances, Administrative Regulations, Charter or Resolution, of the City of Middletown.

4. In the event the Employer determines to abandon its current practice of rotating shifts, the Employer agrees that it will meet and confer with the Labor Council regarding the implementation of its decision regarding new schedules and the effects of such new schedules on unit employees.

5. The Employer shall not hereafter subcontract work which will adversely affect unit employees without first notifying the Labor Council of such intention to subcontract and bargaining with the Union about its intention to subcontract. If, after notifying and bargaining with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its employees and carry out any agreements which may be reached during the course of such discussions.

6. The Employer shall not permit part-time employees to work a number of hours in a calendar week exceeding twenty percent (20%) of the product of 40 hours times the number of full-time Corrections Officers authorized in the annual budget (e.g., 40 hours x 12 officers = 480 hours x 20% = 96 hours per week). Hours worked by

part-time employees, which were refused by full-time employees, shall not be considered in applying this limitation.

## **ARTICLE 6 – Employee Rights**

1. During the course of an investigation of employee misconduct where discipline may result, an employee may request the presence of a Union representative and/or another unit employee to be present during the investigating interview, provided the representative is reasonably available.

2. The employee being interviewed shall be informed verbally of the nature of the investigation before the interview commences.

3. Copies of all reprimands, disciplinary actions will be given to the affected employee.

4. When a member is being interviewed, where discipline may result, the member shall answer truthfully and completely all questions concerning the investigation posed to him or her by the interviewing officer. A member who refuses to answer such questions shall be informed that his or her refusal to answer constitutes insubordination and can be a basis for disciplinary action.

5. (a) Each employee may inspect their personnel file maintained by the Employer in the presence of a management representative designated by the Chief of Police, during the employee's non-working hours, at a reasonable time, and shall, upon request, receive a copy of any or all documents contained therein, provided the employee pays any reasonable charge for the copies. An employee shall be entitled to have a representative of his/her choice to accompany him/her during such review. Said representative of the employee shall not be compensated by the City. An employee's personnel file shall be made available for review and/or copying to the employee when the employee is preparing for a grievance or disciplinary hearings. In responding to requests for Employees' personnel files the City shall comply with Federal and State law.

(b) The employee is entitled to place a letter of rebuttal or explanation to be attached to any such entry relating to disciplinary action or performance so long as said explanation or rebuttal does not exceed 200 words in length and is submitted within 7 working days of the date the employee is provided with the entry.

(c) Written reprimands may be kept in an employee's personnel file for 2 years and verbal reprimands for 1 year. Suspensions of any amount may be kept in an employee's personnel file for 5 years. If no intervening disciplinary action has been taken against the member, the reprimand and/or suspension, as applicable, will be removed from the personnel file and cannot be used for any purpose. The occurrence of any

intervening discipline re-initiates the time periods set forth herein for all discipline in the file.

56. Preliminary investigations and disciplinary hearings shall be held either during the employee's scheduled working hours, or at a time in reasonable proximity to his/her shift.

67. All contacts verbal or written be it disciplinary or any other between an employee and a superior shall be conducted in a calm and professional manner.

78. If the Employer chooses to tape record a preliminary investigation or disciplinary hearing, the employee will, upon request be provided a copy of said tape recording. If an Employee wishes to tape record a preliminary investigation or disciplinary hearing, upon the request of the employee, the City will tape record such preliminary investigation or disciplinary hearing and provide a copy of the tape to the employee.

89. The employee may take notes of any proceeding.

## **ARTICLE 7 – Probationary Employees**

1. Newly hired employees shall be considered probationary for a period not to exceed one (1) year as set forth and defined in the rules, regulations, general orders, and policies and procedures of the Employer.

2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE 8 – Dues Deduction**

1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions shall commence.

2. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification shall be in writing to the FOP/OLC within 30 days of their hire date.

3. The Labor Council agrees to indemnify and to save the Employer harmless from any action commenced by an employee arising as a result of the deductions made under this Article.

4. The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) lay off from work, or
- (d) an agreed leave of absence, or
- (e) written revocation of the check off authorization by the employee.

5. The Employer shall not be obliged to make dues deductions of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

6. All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the F.O.P. Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

7. During the first pay period in July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 14 days of the request.

## **ARTICLE 9 – Discharges, Suspensions and Penalties**

1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause. Discipline will be administered in a fair and equitable manner.

2. The Employer will endeavor to notify the Union in writing of any discharge or suspension without pay within forty-eight (48) hours from the time of such discharge or suspension. If the Union desires to contest the discharge or suspension without pay, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure. An employee shall mitigate any backpay liability resulting from his discharge or suspension pending resolution of the grievance and arbitration procedure hereinafter set forth.

3. Upon request of the Employer, an employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in

other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

4. The City shall endeavor to issue written reprimands within thirty (30) days from the date of the City's knowledge of the offense. Written reprimands shall be subject to the grievance procedure set forth in this Agreement up to and including the 2nd step only.

5. A disciplinary suspension or discharge requires:

- (a) Written notice is given to the employee of the charges against him and the evidence upon which they are based within a reasonable amount of time before the hearing referred to below so the member can prepare an explanation.
- (b) A pre-suspension hearing be held, unless waived by the employee, before the Chief of the Division of Police. The employee shall be afforded, at the hearing, the right to question witnesses and a fair opportunity to be heard in opposition to the charges against him.
- (c) The member has a right to have with him an employee or Union representative of his choosing and any such meeting shall be continued at the request of the employee for a reasonable period of time, not to exceed ten calendar days, to permit the attendance of the representative.
- (d) In special cases the employee may be suspended pending a meeting; the suspended employee may request a hearing to be held by the close of the next succeeding workday.
- (e) The employee shall be informed of the Chief's decision and the reasons for it in writing.

6. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action(s).

## ARTICLE 10 – Grievance Procedure

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, not to exceed five (5) calendar days following the date of occurrence, or when the employee or the Union should have

had knowledge of the occurrence, an employee having a grievance and/or his Union representative shall put the grievance in writing and present it to the Deputy Chief assigned to jail operations or his designee. The Employer shall give its answer to the employee and/or his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this ten (10) calendar day period, the employee is encouraged to seek to resolve this grievance on an informal basis. Grievances based on disciplinary action shall proceed immediately to Step 2 of this grievance procedure.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief of Police, or his designee. A grievance so presented in Step 2 shall be answered by the Employer within five (5) calendar days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) calendar days after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee. At this time a Local or State Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) calendar days after its presentation.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. If the Employer fails to respond within the time limits herein provided, the grievance will proceed to the next step unless the parties have mutually agreed, in writing, to extend the time within which to answer or appeal. Any step in the grievance procedure may be skipped on any grievance by mutual consent.

3. Filing a grievance by an employee or the Union under this Article concerning any matter otherwise appealable to the Civil Service Commission shall be deemed an election by the employee and the Union to use the provisions of this Agreement rather than an appeal to the Civil Service Commission, as the sole and exclusive remedy for resolution of the said grievance or complaint.

## ARTICLE 11 – Arbitration

1. A grievance as defined in Article 10 which has not been resolved ~~therunder~~hereunder may, within ~~ten~~fourteen (~~10~~14) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement. The arbitrator shall be selected from a panel of 12 arbitrators who have ~~offices~~a primary office located within the State of Ohio or within 125 miles of Middletown, Ohio furnished by the Federal Mediation Conciliation Service (FMCS). The arbitration

shall be conducted in conformity with FMCS or the respective arbitration services rules, as applicable.

2. In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of twelve (12) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall be selected from a panel of 12 arbitrators who have a primary office located within the State of Ohio or within 125 miles of Middletown, Ohio. The parties agree that AAA will provide a "list only" and not provide administration services. Each party shall alternately strike names from the panel, and the remaining arbitrator shall be selected to hear the dispute. The cost of the initial panel will be shared equally by the parties.

3. The fees and expenses of the arbitrator shall be borne equally by the parties.

34. The award of the arbitrator hereunder shall be binding upon the Employer, the employee and the Union.

45. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operating procedures set forth in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness and appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures. This provision does not prevent an employee disciplined by any such existing or future rule to grieve the application of that rule to his or her particular circumstances. It is further understood that the said rules and regulations, general and special orders and standard operating procedures shall not be interpreted so as to conflict with the explicit written terms of this Agreement.

56. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the grievance will be denied. This provision shall not be construed to foreclose the jurisdiction of the State Employment Relations Board.

67. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and as such an arbitrator shall not conduct an independent investigation.

78. The decision of the arbitrator in any case, shall not require a retroactive wage adjustment in any other case.

## ARTICLE 12 – Paid Leave

1. Employees shall be entitled to holiday pay, vacation leave, sick leave, and injury leave, as provided in Articles 13, 14, 17 and 18 of this Agreement.

2. Employees who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror.

3. Employees will be granted paid leave at their regular rate of pay less their pay as a witness, if they are subpoenaed as a witness in work related court proceedings.

4. A paid leave of absence may be granted to attend seminars or conferences which are work related. The method for approval shall be the same as set forth in Article 19 herein regarding Unpaid Leave.

5. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of information with respect to any paid leave shall be grounds for discipline.

### ARTICLE 13 – Holidays

1. (a) Holidays. The following days shall be celebrated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday*

\*(b) Employees may take this holiday on their birthday or anytime during the year, subject to the approval of the Chief of Police.

(c) It is the parties' intent that this language supersede federal, state, and local laws.

2. All holiday leave shall be subject to the following terms:

(a) In the event that an employee is scheduled to work on one of the above holidays, such employee shall not be excused from work unless prior approval has been obtained from the Chief of Police allowing the employee to be excused from work.

(b) Loss of Holiday. An employee who is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or, if scheduled, on the holiday itself, shall forfeit holiday

pay. An unexcused absence is defined as an absence not covered by approved vacation, sick leave, unless accompanied by a doctor's certificate, approved leaves with pay or approved leaves without pay. In addition, holiday pay ceases during any period an employee is not being paid his regular salary or wage.

- (c) During Vacation. If a holiday falls during an employee's vacation period, it shall not be charged to vacation time, except where division policy is to grant additional vacation time in lieu of granting regular holidays off.
- (d) Holiday Pay. Employees who work on a holiday will be entitled to "bank" a holiday (up to eight hours) in addition to their regular work pay, except that employees working on New Year's Day, Thanksgiving Day, or Christmas Day shall be entitled to an additional 1/2 hour's pay for each hour worked between the hours of 7 a.m. the morning of the holiday and 7 a.m. the following day, in addition to their regular work pay.
- (e) Banking of Holiday. Each employee shall be able to accumulate (bank) holidays up to 150 days. Once an employee accumulates 150 banked holidays, any holidays over and above that amount will be paid in the current pay period at current holiday rate. An employee who resigns, retires with (2) weeks notice, or dies will be paid at the employee's current regular rate of pay for holidays which have been accumulated but not taken.
- (f) Personal Day. All employees covered by this contract shall be granted one (1) personal day each year. This day will be scheduled in the same manner as vacation and longevity days. A personal day cannot be accumulated, carried over to the next year or banked.
- (g) Conversion to Pay. In accordance with the first payrolls in February, ~~April, June, August, October~~ and December of each year, an employee shall have the option to request the exchange of a total of up to twenty (20) holidays annually for their equivalent in salary, provided: (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment. Any member with fifteen (15) years of service or more may cash in an additional forty (40) hours per year of holiday time earned, but not taken, for pay at the member's current hourly rate.

## ARTICLE 14 – Vacation

1. (a) Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based upon vacation credit earned in the previous year.

(b) Vacation Credit. Employees shall receive vacation credit as follows:

1 - 4 Years – 10 days  
5 - 9 Years – 13 days  
10 - 14 Years – 18 days  
15 - 19 Years – 20 days  
20 - 24 Years – 25 days  
25+ Years – 28 days

Employees who as of January 1, 2020 receive more vacation leave than provided in this schedule shall continue to receive their current level of vacation benefits until they progress to the next step in the schedule.

(c) Employees may take vacation during their first calendar year of employment after they have been employed for 90 days in accordance with the schedule below. Scheduling of vacation during the first year of employment will be at the discretion of the Chief of Police.

<u>Month of Hire:</u>	<u># Days of Vacation:</u>
January	9
February	8
March	7
April	6
May	5
June	4
July	3
August	2
September	1
October	0
November	0
December	0

(d) (1) First Full Year of Service. On January 1<sup>st</sup> of the first full calendar year of employment, employees will be deemed to have earned their vacation credit in accordance with this provision, in full, which may be scheduled at any time during such first full year of employment in accordance with the terms of this agreement. If an employee terminates their employment with the City prior to reaching January 1<sup>st</sup> of the first full calendar year of employment no terminal pay will be made for such vacation time.

(2) Subsequent Years of Service. On January 1<sup>st</sup> of an eligible employee's second year of service and in each year thereafter, employees shall receive

vacation credit in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. Vacation credit will be deemed to have been earned in the employee's prior year of service. Upon termination or retirement, or in the case of leave without pay, vacation shall be pro-rated on the basis of monthly accrual. When calculating vacation credit earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire.

(e) Non-Accrual. An employee on leave without pay for more than two (2) consecutive weeks in any calendar month for any reason shall not accrue vacation benefits.

(f) Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Chief of Police. In general, The Chief of Police will give as much consideration as possible to the employee's preference, while at the same time, maintaining the staff necessary to meet operational requirements. Vacation may be taken in increments of not less than four (4) hours.

(g) Vacation Carryover. Vacation credit must be used by year-end, subject to departmental rules and regulations. Requests to carryover vacation must be approved by the City Manager in writing in order to be deferred to the next year.

(h) Yearly Sellback. Any member may request to receive pay at the member's current hourly rate for up to forty (40) hours of vacation leave in the year in which it is accrued in lieu of using that vacation leave. The request is subject to the availability of funds in the budget to pay such request and must be approved by the Chief of the Division of Police, the Director of Finance, and the City Manager.

## 2. Terminal Vacation Provisions.

(a) Vacation from Previous Year. An employee who voluntarily resigns with two weeks notice, or who dies, shall be paid for vacation credit earned in the previous year, but not yet taken.

(b) Vacation for Year of Termination. An employee who voluntarily resigns or retires with two weeks notice, must be paid for vacation credit earned in the present year, provided such is recommended by the Chief of Police, In the case of death of an employee, vacation for the present year will be paid.

(c) Vacation Upon Dismissal. An employee who has been employed for more than five (5) years and is dismissed will receive payment for his vacation which he has earned in the previous year and not yet taken. He may receive vacation credit earned in the present year as determined by the Chief of Police. Total vacation credit will be calculated to the nearest full day.

## ARTICLE 15 – Longevity

### 1. Longevity Vacation Provision.

(a) An employee will be entitled to two (2) longevity vacation days annually after the first full five (5) years of service; thereafter, each employee shall be entitled to one (1) additional longevity vacation day annually for each additional full five (5) years of service.

(b) Eligible employees may take longevity vacation days as of his or her appropriate anniversary date subject to the approval of the Chief of Police.

Example:     5 years - 2 longevity days  
                 10 years - 3 longevity days  
                 15 years - 4 longevity days  
                 20 years - 5 longevity days, etc.

(c) Longevity vacation credit may not be advanced from one vacation year to the next, nor can it be deferred.

(d) Longevity vacation days may be taken in four (4) hour increments.

### 2. Longevity Pay Provision. Each employee will receive longevity pay calculated and paid in the following manner:

After 25 years of service with the Employer – 4%  
After 20 years of service with the Employer – 3.5%  
After 15 years of service with the Employer – 2.5%  
After 10 years of service with the Employer – 1.5%  
After 8 years of service with the Employer – 0.75%

Longevity pay is due by the first payday in December of the year in which it is due and shall be paid in a separate check.

## ARTICLE 16 – Bereavement Leave

### 1. Bereavement leave shall be granted to full-time employees, including probationary employees, in the amounts listed below:

<u>Relationship to Employee</u>	<u>Number of Work Days</u>
Spouse, child, step-child, parent, step-parent or someone standing in loco parentis	5

Immediate family: Grandchild, grandparent, brother, sister, step-brother, step-sister, brother or sister-in-law, parents or step-parents of spouse and grandparents of spouse

3

2. Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, or voluntary unpaid leave of absence).

3. (a) Eligibility is further conditioned upon submission by the employee to his supervisor of a certificate as to the purpose and validity of leave usage and, if required by the Employer, proof of death and relationship.

(b) Requests for bereavement leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of death or funeral services. Leave requests meeting the conditions of Sections 1 and 2 of this Article must be approved by the employee's shift commander or shift supervisor.

4. In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one eight (8) hour work day may, at the sole discretion of the Chief of Police, be taken for participation in funeral services. Such day shall be deducted from the employee's accrued sick leave.

5. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against sick leave time with the approval of the Chief of Police.

## ARTICLE 17 – Sick Leave

1. Eligibility. Each employee is credited with 10 hours of sick leave for each full calendar month of service.

2. Accumulation. Employees hired on or after January 1, 2017 may accumulate a maximum of 2,000 hours of sick leave. Employees on leave without pay for any reason exceeding ten (10) days shall not accrue sick leave benefits (pro rata with no accrual for the period of time on leave without pay).

3. Approval of Usage.

(a) An employee may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, participation in funeral service or arrangements, and for illness in the employee's immediate family

requiring the employee's presence at home. Immediate family is defined as the father, mother, sister, brother, spouse, child or stepchild of the member.

(b) Upon the request of the Employer, an employee must furnish satisfactory proof of his or her illness or disability before a day of sick leave is paid. In the case of an illness or disability for three (3) or more consecutive days, an employee may not return to work without a statement from the employee's physician.

(c) In cases of illness in the employee's immediate family requiring him to be at home, the employee may be required to submit a certificate from the attending physician attesting to the need, before sick leave will be allowed.

4. Computation of Sick Leave. An employee shall be charged for sick leave usage on a half hour basis in increments of not less than one-half hour.

5. Reporting Off Sick. Sick leave will be paid only when the employee or a member of his immediate family notifies the employee's immediate supervisor of his absence one hour prior to the start of the employee's shift.

6. Non-Accrual. An employee on leave without pay for any reason for more than two (2) consecutive weeks in any calendar month shall not accrue sick leave benefits.

7. Employee's Claim for Sick Leave. An employee shall submit those forms and follow those procedures specified in the Division of Police Rules and Regulations for sick leave claims.

8. Conversion to Vacation Credit. Employees may convert sick leave credit to vacation once a year on the following basis:

- (a) An employee with more than 280 sick leave hours credit may convert all those hours over 280 hours to vacation credit at the rate of 24 sick leave hours for one vacation day, providing that not more than 96 sick leave hours are so converted in any one vacation year.
- (b) An employee with more than 800 sick leave hours may convert all those hours over 800 to vacation credit at the ratio of eight (8) sick leave hours for one (1) vacation day, providing that not more than 40 sick leave hours are so converted in any one vacation year.
- (c) The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.

9.9. Conversion to Terminal Leave. Upon the death, retirement, resignation or dismissal of a member all unused sick time credit will be converted to terminal leave pay in the following manner.

- (a) UponIf the death or retirement of an employee with member has accumulated three hundred (300) hours or less than 25 years of service, all of unused sick leave credit will be converted to, no terminal leave pay on the basis of 24 sick leave hours for one day's pay, to a maximum of 5 weeks pay (25 working days). shall be paid;
- (b) UponIf the death or retirement of an employee with 25 or more years service member has accumulated between three hundred and one (301) hours and one thousand (1000) hours of unused sick leave, all unused sick leave credit will be converted to terminal leave pay on the basis of 16 twenty four (24) sick leave hours for one day's eight (8) hours of terminal pay, to a maximum of 12 weeks pay (60 working days). three hundred and thirty-three (333) hours;
- (c) UponIn addition to the retirement of a member with twenty-five (25) or more years service, and at least 48 years old terminal pay set forth in paragraph (b) above, if the member has accumulated one thousand and one (1001) hours or more of unused sick leave, all unused sick leave credit in excess of one thousand (1000) hours will be converted to terminal leave pay on the basis of sixteen (16) sick leave hours for eight (8) hours of terminal pay to a maximum of five hundred (500) hours, provided, the member gives six (6) months notice. The notice must be in writing with a specific date, with the understanding that this is a valid resignation date, which the City is not obligated to extend.:
- (d) If a member chooses to take a disability retirement, due to injury or illness, the same procedures will apply if the member files for the disability pension within 60 days of the injury or illness, and the disability retirement is granted within 120 days of the injury or illness. Notwithstanding paragraph (b) and (c) above, if a member is terminated or dismissed from employment, the member shall not receive in excess of two hundred (200) hours of terminal pay.
- (e) Any hours left over after the conversion set forth in the immediate preceding paragraphs shall be banked to be available for use for a member who suffers a catastrophic illness and whose sick leave time has run out. Catastrophic illness is defined as an unusual serious health disorder or injury of a duration of three months or more. In no event shall these banked hours be available to any member who has used or has available 12 months or more of sick leave.

**109.** If accumulated sick leave is exhausted, an employee may request an advance of sick leave credit in accordance with Administrative Regulation 2-27.

## **ARTICLE 18 – Injury Leave**

Employees are entitled to receive injury leave for on-the-job injuries, in accordance with the conditions and limitations set forth in this article. Such leave shall be in addition to all other leaves provided in this agreement.

A. An on-the-job injury is a physical injury that an employee suffers during the course and scope of his/her employment for the City of Middletown. On-the-job injury does not include pre-existing injuries, injuries suffered at the workplace that are not in the course and scope of the employee's work activity, psychological or psychiatric injuries or conditions. However, any member who suffers a heart attack or stroke, is over forty (40) years of age and has been employed by the City of Middletown for a period of ten (10) consecutive years as a corrections officer shall be presumed to have suffered an on-the-job injury.

B. An employee who suffers an on-the-job injury shall receive up to one hundred and thirty (130) working days of injury leave.

1. Injury leave shall be used consecutively from the date of injury, except that if an employee has not exhausted the leave for an injury, he/she may take such leave for the same injury at anytime within two (2) years of the on-the-job injury. However, any such non-consecutive use of injury leave shall be available only after the employee uses five (5) consecutive days of sick leave before each such non-consecutive use of injury leave. In no event shall injury leave be available more than two years after the initial date of the injury.

C. In order to be eligible for injury leave, the employee must submit, within twenty-four (24) hours of the on-the-job injury, a report, in a form established by the employer, to the appropriate supervisor. In addition, the employee must submit to the employer, within five (5) days of the on-the-job injury, a physician's statement, describing the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within five days after his dismissal from the hospital to the employer.

1. If the employee fails to comply with the requirements of paragraph C of this article, the first ten (10) days of leave shall be charged as sick leave and subtracted from the injury leave balance, unless the employee fails to submit either the report or the physician's statement within thirty (30) days of the injury, in which case, the employee shall lose his/her entitlement to any injury leave.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer from time to time to submit himself for a medical examination by a licensed physician, selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or workers' compensation does not cover, including travel expenses.

If an employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination, provides that the employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

If the report from the physician selected by the city is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

E. An aggravation or re-injury of an existing injury or condition shall be treated as part of the original injury, and shall be subject to the limitations in paragraph B of this Article. The employer retains the right to require written evidence of the aggravation or re-injury from the employee's physician. This provision is subject to paragraph D of this Article.

F. A member who is injured and unable to perform his regularly assigned duties may be assigned at the sole discretion of the Chief of the Division to perform duties consistent with their medical restrictions in lieu of receiving injury leave compensation, with the approval of the member's physician or the employer's physician as set forth in paragraph (D) above.

G. Employees who are injured while under the influence of alcohol or drugs are not eligible for injury leave under this Article.

## **ARTICLE 19 – Unpaid Leave**

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Maternity Leave.** Upon exhaustion of sick leave and all other paid leave that the employee is entitled to, a member who is off of work due to maternity leave shall, subject to the requirements of the insurer, have continued the health insurance provided by this agreement, with the City and the employee paying their respective amounts for a period not to exceed a maximum of 9 months.

2. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable City ordinances and the Policy and Procedures Manual.

3. Other Leaves. Leaves of absence without pay or benefits for other reasons may be granted at the sole discretion of the Employer.

4. When an employee returns to work following a leave of absence, he shall be returned to his former classification without the loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

5. Except as otherwise provided in this Agreement, benefits and insurance will not accrue during any period of unpaid leave exceeding two (2) consecutive weeks, except that during such leave of absence, upon the employee's request, the Employer will continue group health insurance coverage at the expense of the employee.

6. An employee desiring to apply for a leave of absence without pay must submit an application to his immediate supervisor outlining the reason for the request. Leave requests of five (5) days or less will be acted upon by the Chief of Police. Leave requests exceeding five (5) days will be forwarded to the City Manager by the Chief of Police, together with his recommendations. Approval of all such leaves of absence without pay will be in writing with a copy to the employee and the Human Resources Division.

7. Family and Medical Leave. An employee may take Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act and the appropriate City policy and procedures as promulgated by the City Manager governing such leave.

## ARTICLE 20 – Insurance

1. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(a) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006, and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement and health insurance shall be a mandatory subject of collective bargaining in successor agreements unless otherwise agreed to by the parties.

(b) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions. The City agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(c) All coverage shall be subject to the insurance company's requirements and eligibility.

2. All employees shall receive \$50,000 group life insurance coverage paid by the City. Double Indemnity premiums shall be paid by the City on all coverage.

3. Members retiring from the City who were hired prior to January 1, 2011 shall receive \$5,000 life insurance coverage paid by the City. Double indemnity will not be provided on such coverage.

## **ARTICLE 21 – Miscellaneous Benefits**

1. Influenza Shots. Employees may receive free annual immunization against influenza, at such times as may be scheduled by the Health Department, at the discretion of the City Manager.

2. Skin Tests for Tuberculosis. So long as there is no cost to the City, an employee and his family living in Butler County, may obtain skin tests.

## **ARTICLE 22 – Wages**

1. There are hereby established the following pay ranges for Corrections Officers:

(a) All employees shall follow Wage Scale 1, attached hereto.  
(b) ~~Effective January 1st of each contract year there shall be~~ Base wage increases as follows according to the following schedule:

~~2023 – 3.0%      2024 – 3.0%      2025 – 3.0%~~

i.      2026 – 5.0%  
ii.     2027 – 4.5%

iii. 2028 – 4.0%

- (c) Members shall participate in the "Performance-Based Compensation" set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown each year.
- (d) Bargaining unit members shall receive ~~an annual a one-time~~, lump sum bonus ~~at 2% of their regular rate for hours worked, with the bonus paid in January 2023, January 2024, and January 2025, respectively \$2000.~~

2. Shift Differential. For any regularly assigned shift commencing between the hours of 2:45 p.m. and 6:44 a.m. of the following day, differential pay shall be as follows:

- (a) For any shift starting at 2:45 p.m. or after, but not later than 7:44 p.m. shall be \$1.00 per hour effective January 1, 2018.
- (b) For any shift starting at 7:45 p.m. or after, but not later than 6:44 a.m. shall be \$0.75 per hour effective January 1, 2018.

3. Salary Adjustment. The salary of each member in the bargaining unit shall be reviewed annually by the Chief of Police for the purpose of determining which member may be entitled to a step increase. Upon reaching Step C, the salary of each member in the bargaining unit shall be reviewed every 6 months. All personnel records, performance, and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the Chief of Police, the City Manager may advance an employee until the maximum step has been reached.

4. (a) Clothing and Equipment Maintenance Allowance. Each member shall receive a clothing and equipment maintenance allowance in the amount of \$1,100.00 to be paid in two equal installments on January 15 and July 15 of each year.

(b) All monetary allowances under Section 4(a) of Article 22 of this contract should be prorated with no allowance paid for periods prior to hire, or after resignation, retirement, death, dismissal or during leaves of absence without pay. Said allowance shall be paid during disability leaves of absence. All allowances shall be paid on the 15<sup>th</sup> of the payment month and the pro-rations shall be calculated by looking back retroactively for the six month period before the payment date to determine the above prorated factors. Partial allowance payment shall be paid in accordance with the above prorated factors.

5. When a trainee is assigned to a shift, all non-probationary employees on that shift shall receive a Field Training Officer (FTO) adjustment of three dollars (\$3.00) per hour for all hours they spend training the trainee. The length of an employee's training period shall be determined by the City.

6. Employees will be granted paid leave at their regular rate of pay, less their pay as a witness, if they are subpoenaed as a witness in work related court proceedings. If the court proceedings are during an off-duty period for the employee, the employee will be paid for court time, which is three (3) hours pay at time and one-half. If the employee is required to be at the court proceedings for longer than three (3) hours, the employee will be paid at time and one-half for the time spent in court. In the event less than three (3) hours has elapsed between a scheduled court appearance and the scheduled beginning of work on a particular day, the employee will be compensated for the elapsed time between the scheduled court appearance and the scheduled beginning of work on that day.

7. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

8. All corrections officers who are working a shift where no other corrections officer is working and a police officer is working instead shall receive an additional three dollars (\$3.00) per hour, in addition to their regular rate for all hours that the police officer is working.

9. All corrections officers who have passed the OPOTA firearms qualifications and are able to transport prisoners to various locations (i.e., court, medical appointments, etc.) shall be paid an additional \$1.00 per hour for all hours worked.

## **ARTICLE 23 – Hours of Work and Overtime**

1. Effective January 1, 1990, the workweek of all employees covered by this Agreement will be forty (40) hours per week with work schedules and starting times to remain flexible based on the needs of the Employer.

2. (a) An employee working in excess of forty (40) hours in one week, as defined by the Fair Labor Standards Act, as amended, (provided that holidays for which the employee is paid, injury leave and bereavement leave, and vacation are counted in the 40 hours) shall be paid time and one half his/her regular rate or receive compensatory time off on the basis of one and one half hours off for each hour of overtime worked. Each employee shall have the right to request payment of overtime work in compensatory time off at a rate equal to the rate of pay to which he would be entitled for the overtime. Time off to use earned compensatory time will be granted within twenty (20) days of the request made by the employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime.

No employee shall be permitted to accrue more than 300 hours of unused compensatory time. Members that have more than 300 hours at execution of this agreement shall be allowed to draw down their balance to below 300 hours before being

subject to the new limit. Once members go below 300 hours their limit cannot go back over 300 hours. Any member who has accrued unused compensatory time to the 300 hours limit shall be paid in cash for additional overtime worked. If an employee is paid in cash for accrued compensatory time, he/she shall be paid at the employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher.

Any member may request to receive pay for accrued compensatory time in excess of 300 hours at the member's current hourly rate for up to 40 hours in each year. The request is subject to the availability of funds in the budget to pay such request and must be approved by the Chief of Police, Finance Director and City Manager.

(b) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

(c) An employee shall not be ordered to work two (2) consecutive calendar days of overtime. An employee voluntarily working overtime on their day off shall not be ordered to work any time over the amount the employee has volunteered to work on that day.

3. Shift differential shall be paid for any and all overtime worked.

~~(a) An employee who is already in overtime status will not be subject to an involuntary holdover. Employees who are involuntarily held over shall receive pay at the rate of 1 1/2 times their regular rate of pay.~~

4. If overtime is refused by all corrections officers on a shift, the supervisor in charge shall have the right to hold over, or work, corrections officers as needed, where there are additional manpower needs, beginning with the least senior corrections officer on duty. If a corrections officer is involved in an ongoing situation, he shall remain at work on overtime at the request of his supervisor. A member shall not be subject to an involuntary holdover more than once in a forty-eight (48) hour period, or at anytime when the member is already in an overtime situation. An involuntary holdover shall be paid at one and one-half times the member's regular rate.

## **ARTICLE 24 – Labor–Management Meetings**

1. In the interest of sound labor/management relations, labor management meetings will be held. The meetings will not be held more frequently than every 90 days unless mutually agreed upon. The meetings will be held on a mutually agreeable day and time for approximately 1 hour. The Employer or his designee shall meet with one (1) Union representative from each bargaining unit, to discuss pending problems and to promote a more harmonious labor/management relationship.

Upon request by an FOP/OLC Union representative, one (1) Ohio Labor Council Representative may be present at the above-mentioned meetings.

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 who will be attending. The committee will alternately consider items of each party's agenda during the meetings. 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 affect bargaining unit employees of the FOP.
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure 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.
- (g) To discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

3. Any issue unresolved at the labor-management meeting may be appealed to the City Manager or his designee.

## ARTICLE 25 – Drug and Alcohol Testing

### 1. PURPOSE OF DRUG AND ALCOHOL TESTING PROGRAM

- (a) The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use or being under the influence of alcohol while on the job.
- (b) A reasonable drug and alcohol testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves or the public.

(c) There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) and being under the influence of alcohol seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by police employees (therefore, possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police.

2. DEFINITIONS

(a) Drug Test – A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified no later than 12/31/90 in accordance with Department of Health and Human Services rules and regulations.

(b) Alcohol Test – A breathalyzer or urinalysis test administered by a provider facility under approved conditions and procedures to detect prohibited levels of alcohol at or exceeding 0.04% BAC.

(c) Reasonable Suspicion – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/narcotics.

(d) Illegal Drug – Any “controlled substance,” as defined in Ohio Revised Code 3719.01 and any “dangerous drug,” as defined in Ohio Revised Code 4729.01, the possession or sale of which without a prescription or license is prohibited by law, provided that if an employee has a prescription for either a controlled substance or a dangerous drug, it shall not be considered an illegal drug under this section except as otherwise set forth herein. Illegal drug also includes recreational marijuana/adult use cannabis, medical marijuana and any CBD product containing 0.3 percent or more tetrahydrocannabinol-9 on a dry weight basis.

3. GENERAL RULES

(a) Department employees shall not take any narcotic, illegal drug, or other dangerous drug unless prescribed by a person licensed to practice medicine or otherwise given lawful prescribing authority. Employees who are required to take prescription medicine shall notify their immediate supervisor if the medication prescribed has the potential to impair the employee's performance. The specific medication prescribed need not be identified, but the employee shall provide a statement from the prescribing physician that medication is prescribed for a physical, mental or psychological condition, and any potential side effects of the medication which may impact on the employee's ability to perform his or her job. If side effects exist, which are not certified by the physician, the employee shall present such side effects to his/her supervisor in writing. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, the use of medical

marijuana with or without a prescription, the use of other drugs prescribed to the employee in material violation of the prescription, and/or being under the influence of alcohol while on the job is prohibited.

(b) All property belonging to the Department, including the entire premises of the department, is subject to inspection at any time without notice as there is no exception of privacy.

1. Property includes, but is not limited to, City owned vehicles, desks, files, and storage lockers.

2. Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after accepted reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

(c) Failure of any police employee to comply with the intent or provisions of this article of the contract is grounds for disciplinary action, including dismissal or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined in paragraph 2 (B) above, or under circumstances described in paragraphs 4 (A) and (B), below, or follow this article of the collective bargaining agreement, will result in immediate relief from police duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

#### 4. POLICY-DRUG AND ALCOHOL TESTING/URINALYSIS

(a) Employees of the department shall be required to submit to a test for alcohol, drug or narcotic use as outlined below:

1. The Chief of Police or a police supervisor may order an alcohol or drug test when he or she has reasonable suspicion that an employee is using, or is under the influence of alcohol, drugs or narcotics.

- (a) All employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics or illegal drugs or is under the influence of alcohol at work shall immediately report the facts and circumstances of such use to their supervisor.

2. The employee shall be advised of circumstances surrounding the order to test.

3. Whenever practical, prior approval should be obtained from the Chief of Police before the Supervisor orders the test.

4. A supervisor who orders a drug or alcohol test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs or alcohol, shall forward a report containing the facts and circumstances directly to the Chief of Police. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses.

5. Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, an alcohol level of 0.04% BAC or above, or the abuse of prescribed drugs, will be submitted as a part of a written complaint by the supervisor ordering the test.

(b) In the event that an employee is required to submit to a drug test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing.

2. The employee will be transported to the designated testing center by a supervisor.

3. The employee may request that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

4. A controlled test will be conducted by personnel of the testing site.

5. The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.

6. All parties involved will be transported back to the police department.

7. If the employee is held over his/her assigned time, he/she will be compensated for that time.

(c) A negative test result shall bar the City from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy, as it relates to the test in that instance. Nothing in this provision is intended to limit the ability to test an employee under this policy, either randomly or under other facts establishing a basis for a test under this policy.

(d) A positive result, after a second qualifying screening test, may serve as a basis to refer the employee to the Employee Assistance Program maintained by the City of Middletown and will result in discipline of the employee, up to and including termination. If the employee refuses or fails to attend the EAP or to follow any and all recommendations of the EAP, the employee shall be subject to

disciplinary action. The Employer shall have the option to have a third screening test performed. The third test shall be performed by the designated test center, or a laboratory designated by the test center. The third test shall be a G.C. Mass spec. or a test of equal or greater accuracy (at the designating test center's option).

(e) Employees who have found to be using illegal drugs or narcotics, or abusing prescription drugs, shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

## 5. RANDOM DRUG TESTING

Random drug testing will be implemented in accordance with a General Order to be issued by the Chief of the Division of Police. The General Order implementing random drug testing for Corrections Officers shall not be amended without the agreement of the parties.

## **ARTICLE 26 – Modification and Separability**

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the term of this Agreement each further agree that the other shall not be obligated to bargain collectively with the respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. The parties to this contract agree that, where the contract deals with a particular subject, the contract takes precedence over sections of Ohio law, City ordinances, administrative regulations, including the policies and procedures manual, and rules of the Chief of Police, unless specifically prohibited by Ohio law, court decision, or a decision by the State Employment Relations Board. Where this contract does not speak to a particular subject, then the relevant section of Ohio law, City ordinance, administrative regulations, including the policies and procedures manual, or the rules of the Chief of Police shall prevail.

3. If a Court of competent jurisdiction finds any provision 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. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

## ARTICLE 27 – Seniority

1. Seniority shall be defined as total length of service in a permanent full-time position(s) with the City.

2. Classification seniority shall be defined as the uninterrupted length of service in any one classification. If two or more employees have the same classification seniority, employment seniority shall be used to establish seniority among those employees. The length of any temporary demotion shall be excluded from the length of service of that employee for purposes of calculating classification seniority.

3. Seniority shall be broken, i.e., interrupted, when an employee:

- (a) resigns, unless reinstated within one (1) year;
- (b) is discharged for just cause;
- (c) is laid off and not recalled within the time limits;
- (d) retires;
- (e) engages in a strike or work stoppage during the term of this agreement;
- (f) fails to return to work after a leave of absence.

4. The City shall establish and post a seniority list no later than December 1 of each calendar year, and such list shall be effective the following January 1. The list shall contain the following information:

- (a) names of bargaining unit members;
- (b) classification;
- (c) date of original City hiring;
- (d) date of classification appointment.

Employees shall have the right to challenge their seniority listing for fifteen (15) days after the date of posting. Thereafter, the list shall remain unchanged until the next yearly posting. A copy of the list shall be given to the Union on the date of posting.

5. Seniority, as defined in this Article, shall be used for all seniority applications specifically set forth in other Articles this Agreement. If those Articles do not

specifically apply to seniority, the City shall not be required to consider seniority in applying the provisions of that Article. Seniority does not apply and shall not be required to be used as a factor in assigning particular types of work to employees with a position classification, or in assigning employee's machines, equipment or places of work.

## **ARTICLE 28 – Layoff and Recall**

1. Layoff. In the event the City should decide to layoff personnel in the job classifications covered by this collective bargaining agreement, the following procedure shall be followed:

- (a) The employee(s) with the least continuous classification seniority shall be laid off first from the affected classification.
- (b) Before a bargaining unit employee is laid off from their position all seasonal, part-time and government funded program employees in the same classification subject to the layoff shall be laid off prior to the layoff of any full-time bargaining unit employee in the affected classification. The City will not negate this provision by transferring seasonal, part-time and government funded program employees to other classifications prior to laying off bargaining unit employees.
- (c) In the event an employee is laid off, the employee shall receive payment for earned but unused vacation, birthday, personal day and sick leave conversion, with the employee's termination pay.

2. Recall. Employees who are on layoff shall be placed on a recall list by classification for a period of twelve (12) months and shall be recalled in reverse order of their layoff by position in the affected classification with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

3. Recall Notification. No new employee shall be hired in a classification until all employees who have been laid off in that classification in the previous twelve (12) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list. In addition, no seasonal, part-time, or government funded program employees shall be hired in the affected classification(s) until all employees on the layoff list have been recalled to the affected classification or until after the twelve (12) month recall period expires.

4. Layoff/Termination. An employee who is on layoff for a period of twelve (12) months is automatically terminated and loses all seniority.

5. Insurance. To the extent that applicable Federal law permits such coverage, an employee on layoff shall have the opportunity to continue health insurance coverage at the sole expense of the employee.

## **ARTICLE 29 – Disability Leave**

The City shall comply with State law in regards to disability leave.

## **ARTICLE 30 – Termination**

This agreement shall become effective January 1, ~~2023~~2026 and shall remain in force until December 31, ~~2025~~2028.

### **SIGNATURES**

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

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Tom Fehr  
Staff Representative, FOP/OLC, Inc.

Bargaining Team Member

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Negotiator  
Bargaining Team Member

**CITY OF MIDDLETOWN**

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Paul LelliAshley Combs  
City Manager

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David BirkEarl Nelson  
Police Chief

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Beverly MeyerAlex Ewing, Esq., Chief  
and on behalf of the Law Director

## WAGE SCALE 1

### Effective January 1, 2026 – 5.0%

	Pro	A	B	C	D	E	F	G
Annual	\$48,716.72	\$50,743.89	\$52,862.58	\$55,094.00	\$57,414.45	\$59,854.08	\$62,393.55	\$65,214.03
Bi-Weekly	\$1,873.72	\$1,951.69	\$2,033.18	\$2,119.00	\$2,208.25	\$2,302.08	\$2,399.75	\$2,508.23
Hourly	\$23.4215	\$24.3961	\$25.4147	\$26.4875	\$27.6031	\$28.7760	\$29.9969	\$31.3529

### Effective January 1, 2027 – 4.5%

	Pro	A	B	C	D	E	F	G
Annual	\$50,909.04	\$53,027.31	\$55,241.47	\$57,573.15	\$59,998.02	\$62,547.47	\$65,201.34	\$68,148.70
Bi-Weekly	\$1,958.04	\$2,039.51	\$2,124.67	\$2,214.35	\$2,307.62	\$2,405.67	\$2,507.74	\$2,621.10
Hourly	\$24.4755	25.4939	\$26.5584	\$27.6794	\$28.8452	\$30.0709	\$31.3468	\$32.7638

### Effective January 1, 2028 – 4.0%

	Pro	A	B	C	D	E	F	G
Annual	\$52,945.36	\$55,148.50	\$57,451.06	\$59,876.13	\$62,397.92	\$65,049.30	\$67,809.46	\$70,874.75
Bi-Weekly	\$2,036.36	\$2,121.10	\$2,209.66	\$2,302.93	\$2,399.92	\$2,501.90	\$2,608.06	\$2,725.95
Hourly	\$25.4545	\$26.5137	\$27.6207	\$28.7866	\$29.9990	\$31.2737	\$32.6007	\$34.0744

## WAGE SCALE 1

Effective January 1, <del>2023</del> <ins>2026</ins> – 3% <ins>5.0%</ins>								
	Pro	A	B	C	D	E	F	G
Annual	<del>38,685.09</del> <ins>\$48,716.72</ins>	<del>40,504.88</del> <ins>\$50,743.89</ins>	<del>42,406.83</del> <ins>\$52,862.58</ins>	<del>\$55,094.00</del> <ins>\$57,414.45</ins>	<del>44,410.08</del> <ins>\$59,854.08</ins>	<del>46,492.99</del> <ins>\$62,393.55</ins>	<del>48,683</del> <ins>\$65,214</ins>	
Bi-Weekly	<del>1,487.89</del> <ins>\$1,873.72</ins>	<del>1,557.88</del> <ins>\$1,951.69</ins>	<del>1,631.03</del> <ins>\$2,033.18</ins>	<del>\$2,119.00</del> <ins>\$2,208.25</ins>	<del>1,708.08</del> <ins>\$2,302.08</ins>	<del>1,788.19</del> <ins>\$2,399.75</ins>	<del>1,872</del> <ins>\$2,508</ins>	
Hourly	<del>18.5986</del> <ins>\$23.4215</ins>	<del>19.4735</del> <ins>\$24.3961</ins>	<del>20.3879</del> <ins>\$25.4147</ins>	<del>21.3510</del> <ins>\$26.4875</ins>	<del>22.3524</del> <ins>\$27.6031</ins>	<del>23.4053</del> <ins>\$28.7760</ins>		
Effective January 1, <del>2024</del> <ins>2027</ins> – 3% <ins>4.5%</ins>								
	Pro	A	B	C	D	E	F	G
Annual	<del>39,845.52</del> <ins>\$50,909.04</ins>	<del>\$53,027.31</del> <ins>\$55,241.47</ins>	<del>\$55,241.47</del> <ins>\$57,573.15</ins>	<del>41,720.02</del> <ins>\$59,998.02</ins>	<del>43,678.96</del> <ins>\$2,307.62</ins>	<del>45,742.32</del> <ins>\$2,405.67</ins>	<del>47,887.84</del> <ins>\$2,507.74</ins>	<del>50,142</del> <ins>\$2,621.10</ins>
Bi-Weekly	<del>1,532.52</del> <ins>\$1,958.04</ins>	<del>\$2,039.51</del> <ins>\$2,124.67</ins>	<del>\$2,124.67</del> <ins>\$2,214.35</ins>	<del>1,604.62</del> <ins>\$2,209.66</ins>	<del>1,679.96</del> <ins>\$2,302.93</ins>	<del>1,759.32</del> <ins>\$2,399.92</ins>	<del>1,841.84</del> <ins>\$2,501.90</ins>	<del>1,921</del> <ins>\$2,608</ins>
Hourly	<del>\$24.4755</del> <ins>Hourly</ins>	<del>25.4939</del> <ins>19.1565</ins>	<del>\$26.5584</del> <ins>20.0577</ins>	<del>\$27.6794</del> <ins>20.9995</ins>	<del>\$28.8452</del> <ins>21.9915</ins>	<del>\$30.0709</del> <ins>23.0230</ins>		
Effective January 1, <del>2025</del> <ins>2028</ins> – 3% <ins>4.0%</ins>								
	Pro	A	B	C	D	E	F	G
Annual	<del>41,040.90</del> <ins>\$52,945.36</ins>	<del>42,971.55</del> <ins>\$55,148.50</ins>	<del>44,989.36</del> <ins>\$57,451.06</ins>	<del>47,114.50</del> <ins>\$59,876.13</ins>	<del>49,324.50</del> <ins>\$62,397.92</ins>	<del>51,647.86</del> <ins>\$65,049.30</ins>	<del>54,066.48</del> <ins>\$65,752.59</ins>	<del>56,752.59</del> <ins>\$67,809</ins>
Bi-Weekly	<del>1,578.50</del> <ins>\$2,036.36</ins>	<del>1,652.75</del> <ins>\$2,121.10</ins>	<del>1,730.36</del> <ins>\$2,209.66</ins>	<del>1,812.10</del> <ins>\$2,302.93</ins>	<del>1,897.10</del> <ins>\$2,399.92</ins>	<del>1,986.46</del> <ins>\$2,501.90</ins>	<del>2,079.48</del> <ins>\$2,608</ins>	<del>2,182.79</del> <ins>\$2,608</ins>
Hourly	<del>19.7312</del> <ins>\$25.4545</ins>	<del>20.6594</del> <ins>\$26.5137</ins>	<del>21.6295</del> <ins>\$27.6207</ins>	<del>22.6512</del> <ins>\$28.7866</ins>	<del>23.7137</del> <ins>\$29.9990</ins>	<del>24.8307</del> <ins>\$31.2737</ins>		

On new wage scale:  
 Wilson stays at Pro  
 Hoover stays at Step A

Scott stays at Step A  
Manning moves to Step B  
Morgan moves to Step B  
All others are already on Wage Scale 1

0058126.0813117 4923-6029-8110v4

Document comparison by Workshare Compare on Thursday, December 18, 2025  
12:07:45 PM

<b>Input:</b>	
Document 1 ID	netdocuments://4923-6029-8110/1
Description	Correction Officers Contract 2026 - 2028
Document 2 ID	netdocuments://4923-6029-8110/4
Description	Correction Officers Contract 2026 - 2028
Rendering set	standard

<b>Legend:</b>	
<u>Insertion</u>	
<u>Deletion</u>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<u>Moved deletion</u>	
Inserted cell	Blue
Deleted cell	Red
Moved cell	Green
Split/Merged cell	Yellow
Padding cell	Grey

<b>Statistics:</b>	
	Count
Insertions	145
Deletions	136
Moved from	2
Moved to	2
Style changes	0
Format changes	0
Total changes	285

**S T A F F   R E P O R T**  
For the Business Meeting of January 6, 2026

December 31, 2025

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TO: Ashley Combs, City Manager

FROM: Alexander Ewing, Law Director

Prepared by: Julie Klehamer, Paralegal

**Corrections Officers (FOP/OLC) Collective Bargaining Agreement 2026-2028**

**PURPOSE**

To approve a collective bargaining agreement between the City and FOP/OLC (Corrections Officers) for the term January 1, 2026 through December 31, 2028.

**BACKGROUND AND FINDINGS**

After several months of negotiations, the City and Corrections Officers bargaining unit have tentatively agreed to a new CBA for the term January 1, 2026 through December 31, 2028. Some of the key changes to this new agreement are:

1. Article 11 – Amend arbitration language for selection of arbitrator
2. Article 17 – Sick Leave. Amend rate of conversion for terminal leave.
3. Article 22 – Wages.
  - Wage increases as follows: 2026 – 5%, 2027 – 4.5%, 2028 – 4%.
  - One-time lump sum bonus of \$2,000 in 2026.
  - \$1.00 per hour worked for prisoner transports when CO is OPOTA firearms qualified.
4. Article 23 – Hours of Work and Overtime. Adjustment to overtime holdover language.

**FINANCIAL IMPACT**

The recently approved 2026 budget projected a 4.5% wage increase for this bargaining unit, but the proposed contract is 5% in 2026 and a lump sum payment of \$2,000.00. The cost of the additional .5% and the lump sum payment will require a supplemental appropriation of approximately \$30,180.83 later this year.

The cost of the future wage increases and the lump sums will be included in the annual budget and are estimated to be an additional \$39,197.75 in 2027 and \$36,410.35 in 2028.

**EMERGENCY/NON-EMERGENCY**

Emergency

# **LEGISLATION**

## **ITEM 5**

**ORDINANCE NO. O2026-04**

**AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT  
WITH FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL (DISPATCHERS)  
FOR THE TERM JANUARY 1, 2026 THROUGH DECEMBER 31, 2028 AND  
DECLARING AN EMERGENCY.**

**BE IT ORDAINED**, by the City Council of the City of Middletown, Butler/Warren Counties, Ohio that:

**Section 1**

The collective bargaining agreement for three years, January 1, 2025 through December 31, 2028, between the City and Fraternal Order of Police, Ohio Labor Council (Dispatchers) is hereby approved, and the City Manager is authorized to execute said agreement, in a form substantially similar to Attachment "1", attached hereto.

**Section 2**

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: to allow the new contract to be implemented as soon as practicable, and shall be in full force and effect from the date of its adoption.

---

Elizabeth Slamka, Mayor

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of City Council

**ATTACHMENT 1**

**AGREEMENT  
BETWEEN  
THE CITY OF MIDDLETON  
AND  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
(DISPATCHERS)**

**January 1, ~~2023~~2026 – December 31, ~~2025~~2028**

1

## AGREEMENT

**AGREEMENT** made and entered into by and between **THE CITY OF MIDDLETOWN, OHIO** (hereinafter called the "City" or "Employer" or "Management") and **THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.** (hereinafter referred to as "Labor Council", "Union" or "FOP") acting herein on behalf of the employees of the City, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### WITNESSETH:

**WHEREAS**, the City recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Middletown and surrounding communities and to set forth herein their Agreement covering wages, hours, and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE 1 RECOGNITION – THE COLLECTIVE BARGAINING UNIT**

1. The City recognizes the Union as the sole and exclusive bargaining representative of a bargaining unit consisting of all permanent, full-time Dispatchers employed by the Employer, but excluding all other employees of the Employer. The SERB certification number is 99-REP-05-0110 and it was certified June 3, 1999.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

A bargaining unit member who is promoted to Dispatch Supervisor may return to his/her previous bargaining unit position within twelve (12) months of the promotion date, provided there is an available position. The time spent in the supervisory position shall count as time spent in the bargaining unit for purposes of the member's future step increases, if any. Upon return to the bargaining unit, the member will be assigned his/her old seniority date. This provision shall apply whether the return to the unit is completely voluntary or is the result of failure to satisfactorily complete the probationary period of the supervisory position, assuming the member is still eligible for employment as a dispatcher.

## **ARTICLE 2NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

## **ARTICLE 3UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or employees for the purpose of administering this Agreement, providing that the Employer's operation shall not be impaired. This request shall not be unreasonably denied.

2. The Employer shall provide bulletin boards which shall be used for the purpose of posting proper Union notices, including official Union publications or official communications. Such bulletin boards shall be placed conspicuously in the Communications Office. Any Union notices other than above which are considered inflammatory, political or devoted to Union organizing or grievance matters other than stated above are not permissible for posting on City bulletin boards or property and shall be removed by Management.

3. No insignia which has not been authorized by the Employer shall be worn on employee uniforms.

4. Representation.

(a) Negotiations. The Union, shall select from the bargaining unit two (2) negotiators. Union representatives and/or alternates, on duty, shall be paid their regular rate of salary for the time spent in contract negotiations.

(b) Union Business Leave. Union representatives and/or alternates shall be entitled to a total of 72 hours of paid Union business leave for each year. The Union representatives and/or alternate shall receive their full pay for Union business leave. Union business leave will be used for the purpose of participation in conventions, pension business, educational conferences, grievance handling, negotiation preparation, and to attend to the normal operating functions of the Union.

## **ARTICLE 4NO STRIKE OR LOCKOUT**

1. No member shall engage in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease action and return to work immediately;
- (d) Post notices at locations approved by the Employer, advising that it disapproves of such action, and instructing employees to return to work immediately.

4. The Employer agrees that it will not lockout employees during the term of this Agreement and the Union and employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

5. In addition to other rights and remedies provided by applicable law or statute, the Employer shall have the right to discharge or otherwise discipline any member violating the provisions of this Article if the strike has been found to be unauthorized under Section 4117.23 of the Ohio Revised Code.

## **ARTICLE 5 MANAGEMENT RIGHTS**

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

- (a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) direct, supervise, assign, reassign, schedule, evaluate, and subject to applicable civil service rules and regulations, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote or retain employees;
- (c) maintain and improve the efficiency and effectiveness of the Employer's operations;
- (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, and standard operating procedures and general and special orders;

- (f) determine the overall mission of the Employer as a unit of government;
- (g) effectively manage the work force;
- (h) take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

3. It is intended by the parties that the terms of this Agreement shall be consistent with that legislative authority which devolves upon the City Commission of the City of Middletown, the statutes and, in so far as applicable, the rules and regulations of the Civil Service Commission and the Chief of Police. Furthermore, it is understood by the parties that no provision of this Agreement is intended to abrogate the duties, obligations, or responsibilities of any agency or department of the City which is now expressly provided for respectively by State Statute, Ordinances, Administrative Regulations, Charter or Resolution, of the City of Middletown.

4. In the event the Employer determines to change a current practice of assigning shifts, the Employer agrees that it will meet and confer with the Labor Council regarding the implementation of its decision regarding new schedules and the effects of such new schedules on unit employees.

5. The Employer shall not hereafter subcontract work which will adversely affect unit employees without first notifying the Labor Council of such intention to subcontract and bargaining with the Union about its intention to subcontract. If, after notifying and bargaining with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its employees and carry out any agreements which may be reached during the course of such discussions.

6. ~~The Employer shall not permit part-time employees to work a number of hours in a calendar week exceeding fifteen percent (15%) of the product of 40 hours times the number of full-time Dispatchers authorized in the annual budget (e.g., 40 hours x 17 dispatchers = 680 hours x 15% = 102 hours per week). Hours worked by part-time employees, which have been refused by full-time employees, shall not be considered in applying this limitation.~~

## ARTICLE 6 EMPLOYEE RIGHTS

1. During the course of an investigation of employee misconduct where discipline may result, an employee may request the presence of a Union representative and/or another unit employee to be present during the investigating interview, provided the representative is reasonably available.

2. The employee being interviewed shall be informed verbally of the nature of the investigation before the interview commences.

3. Copies of all disciplinary actions will be given to the affected employee.

4. When a member is being interviewed, where discipline may result, the member shall answer truthfully and completely all questions concerning the investigation posed to him or her by the interviewing officer. A member who refuses to answer such questions shall be informed that his or her refusal to answer constitutes insubordination and can be a basis for disciplinary action.

5. 4.(a) Each employee may inspect their personnel file maintained by the Employer in the presence of a management representative designated by the Chief of Police, during the employee's non-working hours, at a reasonable time, and shall, upon request, receive a copy of any or all documents contained therein, provided the employee pays any reasonable charge for the copies. An employee shall be entitled to have a representative of his/her choice to accompany him/her during such review. Said representative of the employee shall not be compensated by the City. An employee's personnel file shall be made available for review and/or copying to the employee when the employee is preparing for a grievance or disciplinary hearings. In responding to requests for Employees' personnel files the City shall comply with Federal and State law.

(b) The employee is entitled to place a letter of rebuttal or explanation to be attached to any such entry relating to disciplinary action or performance so long as said explanation or rebuttal does not exceed 200 words in length and is submitted within 7 working days of the date the employee is provided with the entry.

(c) Letters of counseling may be kept in a member's personnel file for up to six (6) months. After six (6) months if no further disciplinary action has been taken against the member, the letter of counseling will be removed from the member's file. After removal, the letter of counseling cannot be used by the employer for any purpose.

Discipline includes reduction in pay or position, removals, suspensions without pay and written reprimands. Written reprimands will be kept in a member's personnel file for two years, and suspensions will be kept in a member's personnel file for five years. If no intervening disciplinary action has been taken against the member, the written reprimand and/or suspension, as applicable, will be removed from the personnel file and cannot be used for any purpose. The occurrence of any intervening discipline re-initiates the time periods set forth herein for all discipline in the file.

6. 5. Preliminary investigations and disciplinary hearings shall be held either during the employee's scheduled working hours or at a time in reasonable proximity to his/her shift.

7. 6. All contacts verbal or written be it disciplinary or any other between an employee and a superior shall be conducted in a calm and professional manner.

8. ~~7.~~ If the Employer chooses to tape record a preliminary investigation or disciplinary hearing, the employee will, upon request be provided a copy of said tape recording. If an employee wishes to tape record a preliminary investigation or disciplinary hearing, upon the request of the employee, the City will tape record such preliminary investigation or disciplinary hearing and provide a copy of the tape to the employee.

9. ~~8.~~ The employee may take notes of any proceeding.

## **ARTICLE 7PROBATIONARY EMPLOYEES**

1. Newly hired employees shall be considered probationary for a period not to exceed one (1) year as set forth and defined in the rules, regulations, general orders, and policies and procedures of the Employer.

2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE 8DUES DEDUCTION**

1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions shall commence.

2. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification shall be in writing to the FOP/OLC within 30 days of their hire date.

3. The Labor Council agrees to indemnify and to save the Employer harmless from any action commenced by an employee arising as a result of the deductions made under this Article.

4. The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) layoff from work, or
- (d) an agreed leave of absence, or
- (e) written revocation of the check off authorization by the employee.

5. The Employer shall not be obliged to make dues deductions of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

6. All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the F.O.P. Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

7. During the first pay period in July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 14 days of the request.

#### **ARTICLE 9DISCHARGES, SUSPENSIONS AND PENALTIES**

1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause. Discipline will be administered in a fair and equitable manner.

2. The Employer will endeavor to notify the Union in writing of any discharge or suspension without pay within forty-eight (48) hours from the time of such discharge or suspension. If the Union desires to contest the discharge or suspension without pay, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure. An employee shall mitigate any backpay liability resulting from his discharge or suspension pending resolution of the grievance and arbitration procedure hereinafter set forth.

3. Upon request of the Employer, an employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

4. The City will endeavor to issue written reprimands within thirty (30) days of the City's knowledge of the offense. Written reprimands shall be subject to the grievance procedure set forth in this Agreement up to and including the 2nd step only.

5. A disciplinary suspension or discharge requires:

(a) Written notice be given to the employee of the charges against him and the evidence upon which they are based within twenty (20) calendar days of Management's knowledge of the alleged incident and within a reasonable amount of time before the hearing referred to below so the member can prepare an explanation.

(b) A pre-suspension hearing be held, unless waived by the employee, before the Chief of the Division of Police. The employee shall be afforded, at the hearing,

the right to question witnesses and a fair opportunity to be heard in opposition to the charges against him.

(c) The member has a right to have with him an employee or Union representative of his choosing and any such meeting shall be continued at the request of the employee for a reasonable period of time, not to exceed ten (10) calendar days, to permit the attendance of the representatives.

(d) In special cases, as determined by Management, the employee may be suspended without pay pending a hearing. The suspended employee may request a hearing to be held by the close of the next succeeding work-day. An employee who has been suspended without pay pending a hearing shall have such unpaid time credited towards a subsequent suspension.

(e) The employee shall be informed of Management's decision and the reasons for it in writing.

6. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action(s).

## **ARTICLE 10 GRIEVANCE PROCEDURE**

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, not to exceed five (5) calendar days following the date of occurrence, or when the employee or the Union should have had knowledge of the occurrence, an employee having a grievance and/or his Union representative shall put the grievance in writing and present it to the Deputy Chief assigned to communications or his designee. The Employer shall give its answer to the employee and/or his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this ten (10) calendar day period, the employee is encouraged to seek to resolve this grievance on an informal basis. Grievances based on disciplinary action shall proceed immediately to Step 2 of this grievance procedure.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief of Police, or his designee. A grievance so presented in Step 2 shall be answered by the Employer within five (5) calendar days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) calendar days after the answer in Step 2, be presented in Step 3

in writing to the City Manager or his designee. At this time a Local or State Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) calendar days after its presentation.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. If the Employer fails to respond within the time limits herein provided, the grievance will proceed to the next step unless the parties have mutually agreed, in writing, to extend the time within which to answer or appeal. Any step in the grievance procedure may be skipped on any grievance by mutual consent.

3. Filing a grievance by an employee or the Union under this Article concerning any matter otherwise appealable to the Civil Service Commission shall be deemed an election by the employee and the Union to use the provisions of this Agreement rather than an appeal to the Civil Service Commission, as the sole and exclusive remedy for resolution of the said grievance or complaint.

## ARTICLE 11ARBITRATION

1. A grievance as defined in Article 10 which has not been resolved thereunder may, within ten (10) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement. The arbitrator shall be selected from a panel of 12 arbitrators who have ana primary office located within the State of Ohio or within 125 miles of Middletown, Ohio furnished by the Federal Mediation Conciliation Service (FMCS). The arbitration shall be conducted in conformity with FMCS or the respective arbitration services rules, as applicable.

2. In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of twelve (12) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall be selected from a panel of 12 arbitrators who have a primary office located within the State of Ohio or within 125 miles of Middletown, Ohio. The parties agree that AAA will provide a "list only" and not provide administrative services. Each party shall alternatively strike names from the panel, and the remaining arbitrator shall be selected to hear the dispute. The cost of the initial panel will be shared equally by the parties.

3. 2. The fees and expenses of the arbitrator shall be borne equally by the parties.

4. 3. The award of the arbitrator hereunder shall be binding upon the Employer, the employee and the Union.

5. **4.** The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operating procedures set forth in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness and appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures. This provision does not prevent an employee disciplined by any such existing or future rule to grieve the application of that rule to his or her particular circumstances. It is further understood that the said rules and regulations, general and special orders and standard operating procedures shall not be interpreted so as to conflict with the explicit written terms of this Agreement.

## **ARTICLE 12PAID LEAVE**

1. Employees shall be entitled to holiday pay, vacation leave, sick leave, and injury leave, as provided in Articles 13, 14, 17 and 18 of this Agreement.

2. Employees who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror.

3. Employees will be granted paid leave at their regular rate of pay less their pay as a witness, if they are subpoenaed as a witness in work related court proceedings. If the court proceedings are during an off-duty period for the Employee, the Employee will be paid a minimum of three (3) hours pay. If the employee is required to be at the court proceedings for longer than three (3) hours, the Employee will be paid for the time spent in court. In the event less than three (3) hours has elapsed between a scheduled court appearance and the scheduled beginning of work on a particular day, the Employee will be compensated for the elapsed time between the scheduled court appearance and the scheduled beginning of work on that day.

4. A paid leave of absence may be granted to attend seminars or conferences which are work related. The method for approval shall be the same as set forth in Article 19 herein regarding Unpaid Leave.

5. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of information with respect to any paid leave shall be grounds for discipline.

## **ARTICLE 13HOLIDAYS**

1. (a) Holidays. The following days shall be celebrated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday*

(b) \*Employees may take this holiday on their birthday or anytime during the year, subject to the approval of the Chief of Police.

2. All holiday leave shall be subject to the following terms:

(a) Employees shall not be excused from work on the above holidays unless otherwise scheduled.

(b) Loss of Holiday. An employee who is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or, if scheduled, on the holiday itself, shall forfeit holiday pay. An unexcused absence is defined as an absence not covered by approved vacation, sick leave, unless accompanied by a doctor's certificate, approved leaves with pay or approved leaves without pay. In addition, holiday pay ceases during any period an employee is not being paid his regular salary or wage.

(c) During Vacation. If a holiday falls during an employee's vacation period, it shall not be charged to vacation time, except where division policy is to grant additional vacation time in lieu of granting regular holidays off.

(d) Holiday Pay. Employees who work on a holiday will be entitled to "bank" a holiday in addition to their regular work pay, except that employees working on New Year's Day, Thanksgiving Day, or Christmas Day shall be entitled to an additional 1/2 hour's pay for each hour worked between the hours of 7 a.m. the morning of the holiday and 7 a.m. the following day, in addition to their regular work pay.

(e) Banking of Holiday. Each employee hired prior to January 1, 2017 shall be able to accumulate (bank) unlimited holidays. Each employee hired on or after January 1, 2017 shall be able to accumulate (bank) holidays up to one hundred and fifty (150) days. Once an employee accumulates one hundred and fifty (150) banked holidays, any holidays over and above that amount will be paid in the current pay period at the current holiday rate. An employee who resigns or retires with (2) weeks notice, or dies, will be paid at the employee's current regular rate of pay for holidays which have been accumulated but not taken.

(f) Personal Day. All employees covered by this contract, shall be granted one (1) personal day each year. This day will be scheduled in the same manner as vacation and longevity days. A personal day cannot be accumulated, carried over to the next year or banked. Personal leave can be taken in four (4) hour increments.

(g) Conversion to Pay. An employee shall have the option to request the exchange of up to twenty (20) holidays annually for their equivalent in salary, provided: (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

Members with at least fifteen (15) years of service may request the exchange of up to an additional five (5) days, or forty (40) hours of holidays for their

equivalent salary, provided: (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

Payments made for any conversion of holiday pay under this provision may be requested for payment on the first payroll of any of the following months: February, April, June, August, October and December.

## **ARTICLE 14 VACATION**

1. (a) Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based upon vacation credit earned in the previous year.

(b) Vacation Credit. Employees shall receive vacation credit as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 - 4 Years	10 days
5 - 9 Years	13 days
10 - 14 Years	18 days
15 - 19 Years	20 days
20 - 24 Years	25 days
25+ Years	28 days

Employees who as of January 1, 2020 receive more vacation leave than provided in this schedule shall continue to receive their current level of vacation benefits until they progress to the next step in the schedule.

(c) New employees may take vacation after they have been employed for ninety (90) days in accordance with the schedule below. Scheduling of vacation during the year of hire will be at the discretion of the supervisor.

<u>Month of Hire:</u>	<u># Days of Vacation:</u>
January	9
February	8
March	7
April	6
May	5
June	4
July	3
August	2
September	1
October	0
November	0
December	0

(d) 1. First Full Year of Service. On January 1st of the first full calendar year of employment, employees will be deemed to have earned their vacation credit in accordance with this provision, in full, which may be scheduled at any time during

such first full year of employment in accordance with the terms of this agreement. If an employee terminates their employment with the City prior to reaching January 1st of the first full calendar year of employment no terminal pay will be made for such vacation time.

2. Subsequent Years of Service. On January 1st of an eligible employee's second year of service and in each year thereafter, employees shall receive vacation credit in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. Vacation credit will be deemed to have been earned in the employee's prior year of service. Upon termination or retirement, or in the case of leave without pay, vacation shall be pro-rated on the basis of monthly accrual. When calculating vacation credit earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire using the vacation credit chart in Article 14(1)(b).

(e) Non-Accrual. An employee on leave without pay for more than two (2) consecutive weeks in any calendar month for any reason shall not accrue vacation benefits.

(f) Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Chief of Police. In general, The Chief of Police will give as much consideration as possible to the employee's preference, while at the same time, maintaining the staff necessary to meet operational requirements. Vacation may be taken in increments of not less than four (4) hours.

(g) Vacation Carryover. Vacation credit must be used by year-end, subject to departmental rules and regulations. Requests to carryover vacation must be approved by the City Manager in writing in order to be deferred to the next year.

2. Terminal Vacation Provisions.

(a) Vacation from Previous Year. An employee who voluntarily resigns with two weeks notice, or who dies, shall be paid for vacation credit earned in the previous year, but not yet taken.

(b) Vacation for Year of Termination. An employee who voluntarily resigns or retires with two weeks notice, must be paid for vacation credit earned in the present year, provided such is recommended by the Chief of Police, In the case of death of an employee, vacation for the present year will be paid.

(c) Vacation Upon Dismissal. An employee who has been employed for more than five (5) years and is dismissed will receive payment for his vacation which he has earned in the previous year and not yet taken. He may receive vacation credit earned in the present year as determined by the Chief of Police. Total vacation credit will be calculated to the nearest full day.

3. Sell Back of Vacation. Each employee shall have the option to request the exchange of up to forty (40) hours of vacation time annually for their equivalent in salary, provided (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

## ARTICLE 15LONGEVITY

1. Longevity Vacation Provision.

(a) An employee will be entitled to two (2) longevity vacation days annually after the first full five (5) years of service; thereafter, each employee shall be entitled to one (1) additional longevity vacation day annually for each additional full five (5) years of service.

(b) Eligible employees may take longevity vacation days as of his or her appropriate anniversary date subject to the approval of the Chief of Police.

Example:                    5 years – 2 longevity days  
                                  10 years – 3 longevity days  
                                  15 years – 4 longevity days  
                                  20 years – 5 longevity days, etc.

(c) Permanent, full time members may accumulate and defer a maximum of ten (10) longevity vacation days. These days shall be governed by and used in accordance with the City and Division vacation regulations.

(d) Longevity vacation days may be taken in four (4) hour increments.

2. Longevity Pay Provision. Each employee will receive longevity pay calculated and paid in the following manner:

After 25 years of service with the Employer – 4.0%  
After 20 years of service with the Employer – 3.5%  
After 15 years of service with the Employer – 2.5%  
After 10 years of service with the Employer – 1.5%  
After 7 years of service with the Employer – 0.75%

Longevity pay is due by the first pay day in December of the year in which it is due and shall be paid in a separate check.

## ARTICLE 16Bereavement Leave

1. Bereavement leave shall be granted to full-time employees, including probationary employees, in the amounts listed below:

<u>Relationship</u>	<u>Number of Work Days</u>
Spouse, child, step-child, parent, step-parent	5

or someone standing in loco parentis

Immediate family: Grandchild, grandparent, brother, sister, step-brother, step-sister, brother or sister-in-law, parents or step-parents of spouse and grandparents of spouse

3

2. Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in a paid or unpaid leave status, (unpaid leave status is interpreted as being military leave, disciplinary suspension, or voluntary unpaid leave of absence).

3. (a) Eligibility is further conditioned upon submission by the employee to his supervisor of a certificate as to the purpose and validity of leave usage and, if required by the Employer, proof of death and relationship.

(b) Requests for bereavement leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of death or funeral services. Leave requests meeting the conditions of Sections 1 and 2 of this Article must be approved by the employee's shift commander or shift supervisor.

4. In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one eight (8) hour work day may, at the sole discretion of the Chief of Police, be taken for participation in funeral services.

5. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against sick leave time with the approval of the Chief of Police.

## **ARTICLE 17SICK LEAVE**

1. Eligibility. Each employee is credited with 10 hours of sick leave for each full calendar month of service.

2. Accumulation. Employees hired prior to January 1, 2017 shall be able to accumulate unlimited sick leave credit. Employees hired on or after January 1, 2017 may accumulate a maximum of 2,000 hours of sick leave.

3. Approval of Usage.

(a) An employee may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, participation in funeral service or arrangements, and for illness in the employee's immediate family requiring the employee's presence at

home. Immediate family is defined as the father, mother, sister, brother, spouse, child or stepchild of the member.

(b) Upon the request of the Employer, an employee must furnish satisfactory proof of his or her illness or disability before a day of sick leave is paid. In the case of an illness or disability for three (3) or more consecutive days, an employee may not return to work without a statement from the employee's physician.

(c) In cases of illness in the employee's immediate family requiring him to be at home, the employee may be required to submit a certificate from the attending physician attesting to the need, before sick leave will be allowed.

4. Computation of Sick Leave. An employee shall be charged for sick leave usage on a half hour basis in increments of not less than one-half hour.

5. Reporting Off Sick. Sick leave will be paid only when the employee or a member of his immediate family notifies the employee's immediate supervisor of his absence one hour prior to the start of the employee's shift.

6. Non-Accrual. An employee on leave without pay for any reason for more than two (2) consecutive weeks in any calendar month shall not accrue sick leave benefits.

7. Employee's Claim for Sick Leave. An employee shall submit those forms and follow those procedures specified in the Division of Police Rules and Regulations for sick leave claims.

8. Conversion to Vacation Credit. Employees may convert sick leave credit to vacation once a year on the following basis:

(a) An employee with more than 280 sick leave hours credit may convert all those hours over 280 hours to vacation credit at the rate of 24 sick leave hours for one vacation day, providing that not more than 96 sick leave hours are so converted in any one vacation year.

(b) An employee with more than 800 sick leave hours may convert all those hours over 800 to vacation credit at the ratio of eight (8) sick leave hours for eight vacation hours, providing that not more than 40 sick leave hours are so converted in any one vacation year.

(c) The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.

9. Conversion to Terminal Leave. Upon the death, retirement, resignation or dismissal of a member all unused sick leave credit will be converted to terminal leave pay in the following manner:

(a) If the member has accumulated three hundred (300) hours or less of unused sick leave, no terminal pay shall be paid.

(b) If the member has accumulated between three hundred and one (301) hours and one thousand (1,000) hours of unused sick leave, all unused sick leave credit will be converted on the basis of twenty-four (24) sick leave hours for eight (8) hours of terminal pay to a maximum of three hundred and thirty-three (333) hours.

(c) In addition to the terminal pay set forth in paragraph (b) above, if the member has accumulated one thousand and one (1,001) hours or more of unused sick leave, all unused sick leave in excess of one thousand (1,000) hours will be converted on the basis of sixteen (16) sick leave hours for eight (8) hours of terminal pay to a maximum of five hundred (500) hours.

(d) Notwithstanding paragraphs (b) and (c) above, if a member is terminated or dismissed from employment, the member shall not receive in excess of two hundred (200) hours of terminal pay.

10. If accumulated sick leave is exhausted, an employee may request an advance of sick leave credit in accordance with Administrative Regulation II-27.

## ARTICLE 18INJURY LEAVE

Employees are entitled to receive injury leave for on-the-job injuries, in accordance with the conditions and limitations set forth in this article. Such leave shall be in addition to all other leaves provided in this agreement.

A. An on-the-job injury is a physical injury that an employee suffers during the course and scope of his/her employment for the City of Middletown. On-the-job injury does not include pre-existing injuries, injuries suffered at the workplace which are not in the course and scope of the employee's work activity, psychological or psychiatric injuries or conditions. However, any member who suffers a heart attack or stroke, is over forty (40) years of age and has been employed by the City of Middletown for a period of ten (10) consecutive years as a dispatcher shall be presumed to have suffered an on-the-job injury.

B. An employee who suffers an on-the-job injury shall receive up to one hundred and thirty (130) working days of injury leave.

1. Injury leave shall be used consecutively from the date of injury, except that if an employee has not exhausted the leave for an injury, he/she may take such leave for the same injury at anytime within two (2) years of the on-the-job injury. However, any such non-consecutive use of injury leave shall be available only after the employee uses five (5) consecutive days of sick leave before each such non-consecutive use of injury leave. In no event shall injury leave be available more than two years after the initial date of the injury.

C. In order to be eligible for injury leave, the employee must submit, within twenty-four (24) hours of the on-the-job injury, a report, in a form established by the employer, to the appropriate supervisor. In addition, the employee must submit to the employer, within five (5) days of the on-the-job injury, a physician's statement, describing the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within five days after his dismissal from the hospital to the employer.

1. If the employee fails to comply with the requirements of paragraph C of this Article, the first ten (10) days of leave shall be charged as sick leave and subtracted from the injury leave balance, unless the employee fails to submit either the report or the physician's statement within thirty (30) days of the injury, in which case, the employee shall lose his/her entitlement to any injury leave.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer from time to time to submit himself for a medical examination by a licensed physician, selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or workers' compensation does not cover, including travel expenses.

If an employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination, provides that the employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

If the report from the physician selected by the city is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

E. An aggravation or re-injury of an existing injury or condition shall be treated as part of the original injury, and shall be subject to the limitations in paragraph B of this Article. The employer retains the right to require written evidence of the aggravation or re-injury from the employee's physician. This provision is subject to paragraph D of this Article.

F. Employees who are injured while under the influence of alcohol or drugs, as prohibited by Article 25 of this Agreement, are not eligible for injury leave under this Article.

G. A member who is injured and unable to perform his regularly assigned duties may be assigned at the sole discretion of the Chief of the Division to perform duties not requiring great physical exertion in lieu of receiving injury leave compensation, with the approval of the member's physician or the employer's physician as set forth in paragraph (D) above.

## **ARTICLE 19UNPAID LEAVE**

Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave. An employee may take maternity leave in accordance with the provisions of the Family and Medical Leave Act (see Section 7, below), in accordance with the policy and procedure manual of the City of Middletown.

2. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable City ordinances and the Policy and Procedures Manual.

3. Other Leaves. Leaves of absence without pay or benefits for other reasons may be granted at the sole discretion of the Employer.

4. When an employee returns to work following a leave of absence, he shall be returned to his former classification without the loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

5. Except as otherwise provided in this Agreement, benefits and insurance will not accrue during any period of unpaid leave exceeding two (2) consecutive weeks, except that during such leave of absence, upon the employee's request, the Employer will continue group health insurance coverage at the expense of the employee.

6. An employee desiring to apply for a leave of absence without pay must submit an application to his immediate supervisor outlining the reason for the request. Leave requests of five (5) days or less will be acted upon by the Chief of Police. Leave requests exceeding five (5) days will be forwarded to the City Manager by the Chief of Police, together with his recommendations. Approval of all such leaves of absence without pay will be in writing with a copy to the employee and the Human Resources Division.

7. Family and Medical Leave. An employee may take Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act and the appropriate City policy and procedures as promulgated by the City Manager governing such leave.

## **ARTICLE 20INSURANCE**

1. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(a) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006 and further amendments by the Committee. If the Committee is not maintained by the City, the City

will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement and health insurance shall be a mandatory subject of collective bargaining in successor agreements unless otherwise agreed to by the parties.

(b) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions. The City agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(c) All coverage shall be subject to the insurance company's requirements and eligibility.

2. All employees shall receive \$50,000 group life insurance coverage paid by the City. Double indemnity premiums shall be paid by the City on all coverage.

3. Members retiring from the City who were hired prior to January 1, 2011 shall receive \$5,000 life insurance coverage paid by the City. Double indemnity will not be provided on such coverage.

## **ARTICLE 21 MISCELLANEOUS BENEFITS**

1. Influenza Shots. Employees may receive free annual immunization against influenza, at such times as may be scheduled by the Health Department, at the discretion of the City Manager.

2. Skin Tests for Tuberculosis. So long as there is no cost to the City, an employee and his family living in Butler County, may obtain skin tests at the Butler County Clinic, 701 North University Boulevard.

3. Reclassification. The City recognizes the vital role that dispatchers play in transmitting accurate information to law enforcement, fire, and emergency medical responders and in the provision of emergency services to its citizens as they unfold, warranting recognition of dispatchers' status as First Responders under the provisions of this Agreement.

## **ARTICLE 22 WAGES**

1. There are hereby established the following pay ranges for Dispatchers:

(a) All employees shall follow Wage Scale 1, attached hereto.

(b) Effective January 1st of each contract year there shall be wage increases as follows:

~~2023 – 3.0%      2024 – 3.0%      2025 – 3.0%~~  
A \$2.50 wage adjustment made to each pay step before the below listed wage increases are added.

2026 – 5.0%

2027 – 4.5%

2028 – 4.0%

(c) Members shall participate in the "Performance- Based Compensation" set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown each year.

(d) Bargaining unit members shall receive ~~an annual~~a one-time lump sum bonus ~~at 2% of their regular rate for hours worked, with the bonus paid I (not on the base of wage) of \$750 in January 2022026, \$750 in January 2042027, and \$500 in January 2025, respectively2028.~~

2. Shift Differential. For any regularly assigned shift commencing between the hours of 2:45 p.m. and 6:44 a.m. of the following day, differential pay shall be as follows:

(a) For any shift starting at 2:45 p.m. or after, but not later than 7:44 p.m.  
..... \$1.00 per hour

(b) For any shift starting at 7:45 p.m. or after, but not later than 6:44 a.m.  
..... \$0.75 per hour

3. Salary Adjustment. The salary of each member in the bargaining unit shall be reviewed annually by the Chief of Police for the purpose of determining which member may be entitled to a step increase. Upon reaching Step C, the salary of each member in the bargaining unit shall be reviewed every 6 months. All personnel records, performance, and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the Chief of Police, the City Manager may advance an employee until the maximum step has been reached.

4. Clothing and Equipment Maintenance Allowance. Each member shall receive a clothing and equipment maintenance allowance in the amount of \$1,100.00 to be paid in two equal installments on January 15 and July 15 of each year.

5. All monetary allowances under Section 4 of Article 22 of this contract should be prorated with no allowance paid for periods prior to hire, or after resignation, retirement, death, dismissal or during leaves of absence without pay. Said allowance

shall be paid during disability leaves of absence. All allowances shall be paid on the 15th of the payment month and the pro-rations shall be calculated by looking back retroactively for the six month period before the payment date to determine the above prorated factors. Partial allowance payment shall be paid in accordance with the above prorated factors.

6. Employees who are assigned to training duties will be paid an additional \$3.00 per hour for every hour in which they are actually training others. The assignment of trainers shall be at the sole discretion of the City.

7. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

8. Mandatory Meeting Pay. Members will receive hourly pay at the rate for actual time worked with a minimum of two (2) hours pay for any mandatory job assignment scheduled outside the member's normal work hours, including but not limited to staff meetings and training. If the assignment begins during the member's regular scheduled shift or begins at the conclusion of the shift the members shall not be eligible for this premium pay.

9. Shift Trading. Members may trade working shifts amongst themselves provided:

- (a) Trade is approved by supervisor;
- (b) Trade occurs within the same pay period;
- (c) Trade of shifts does NOT entitle either party to the trade to receive overtime pay within that pay period.

10. Emergency Pay. Declared emergencies are defined as any emergency declared by the City Manager or City Council due to a natural disaster, act of God, or act of war, which results in a change in the manner in which the City schedules hours or types of duties performed by bargaining unit employees, and lasts more than five (5) consecutive days, excluding any emergency relating to a pandemic or epidemic. Declared emergencies shall be compensated at two (2) times the regular hourly rate for all hours worked during the declared emergency. There shall be no pyramiding of overtime or overtime pay for these hours. This declared emergency pay shall be paid to bargaining unit employees in the event of a defined declared emergency by a governmental body or authority other than the City Manager or City Council that applies to the City, where the City has submitted a request for reimbursement for wages, overtime, or both related to the declared emergency for bargaining unit dispatcher wages, overtime, or both from another governmental entity and receives those monies.

## **ARTICLE 23 HOURS OF WORK AND OVERTIME**

1. Effective January 1, 1990, the work week of all employees covered by this Agreement will be forty (40) hours per week with work schedules and starting times to remain flexible based on the needs of the Employer.

2. (a) An employee working in excess of forty (40) hours in one week, as defined by The Fair Labor Standards Act, as amended, (provided that holidays for which the employee is paid, funeral leave, injury leave, and vacation are counted in the 40 hours) shall either be paid time and one half his/her regular rate or receive compensatory time off on the basis of one and one half hours off for each hour of overtime worked. Each employee shall have the right to request payment of overtime work in compensatory time off at a rate equal to the rate of pay to which he would be entitled for the overtime. Time off to use earned compensatory time will be granted within sixty (60) days of the request made by the employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime.

No employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any member who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for additional overtime worked. If an employee is paid in cash for accrued compensatory time, he/she shall be paid at the employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher.

(b) An employee shall not be ordered to work two (2) consecutive calendar days of overtime. An employee voluntarily working overtime on their day off shall not be ordered to work any time over the amount the employee has volunteered to work on that day.

(c) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

(d) All efforts shall be made to notify an employee of any changes to their regular shift hours of more than three (3) hours at least five (5) days prior to the change. In the event notification is not given, the dispatcher shall receive three (3) hours call-out pay, unless the change is necessary to accommodate illness, injury or some emergency.

(e) The schedule and any known, scheduled overtime for the following month shall be posted no later than the second Tuesday of the previous month. Additional overtime may be posted as the need for such overtime becomes known.

3. An employee who~~If~~ overtime is already in overtime status will~~refused by all~~  
dispatchers on a shift, the supervisor in charge shall have the right to hold over, or work,  
dispatchers as needed, where there are additional manpower needs, beginning with the

least senior dispatcher on duty. If a dispatcher is involved in an ongoing situation, he shall remain at work on overtime at the request of his supervisor. A member shall not be subject to an involuntary holdover. Employees who are involuntarily held over on two consecutive calendar days, or at anytime when the member is already in an overtime status. An involuntary holdover shall receive pay be paid at the rate 1 1/2 one and one-half times their the member's regular rate of pay.

4. When there are staffing issues and only one (1) dispatcher is working, in addition to their pay for those hours worked, regular or overtime, they shall receive two (2) additional hours of pay at the overtime rate or three (3) hours of compensatory time, at the employee's option.

5. Dispatchers shall receive at least three (3) hours of pay for any extra tour of duty that results from being called out to work.

#### **ARTICLE 24 LABOR-MANAGEMENT MEETINGS**

1. In the interest of sound labor/management relations, labor management meetings will be held. The meetings will not be held more frequently than every 90 days unless mutually agreed upon. The meetings will be held on a mutually agreeable day and time for approximately 1 hour. The Employer or his designee shall meet with one (1) Union representative from each bargaining unit, to discuss pending problems and to promote a more harmonious labor/management relationship.

Upon request by an FOP/OLC Union representative, one (1) Ohio Labor Council Representative may be present at the above mentioned meetings.

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 who will be attending. The committee will alternately consider items of each party's agenda during the meetings. 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 affect bargaining unit employees of the FOP.
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure 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.

(g) To discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

3. Any issue unresolved at the labor-management meeting may be appealed to the City Manager or his designee.

## **ARTICLE 25DRUG AND ALCOHOL TESTING**

### **1. PURPOSE OF DRUG AND ALCOHOL TESTING PROGRAM**

(a) The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use or being under the influence of alcohol while on the job.

(b) A reasonable drug and alcohol testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves or the public.

(c) There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) and being under the influence of alcohol seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by police employees (therefore, possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police.

### **2. DEFINITIONS**

(a) Drug Test – A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified no later than 12/31/90 in accordance with Department of Health and Human Services rules and regulations.

(b) Alcohol Test – A breathalyzer or urinalysis test administered by a provider facility under approved conditions and procedures to detect prohibited levels of alcohol at or exceeding 0.04% BAC.

(c) Reasonable Suspicion – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/narcotics.

(d) Illegal Drug – Any “controlled substance,” as defined in Ohio Revised Code 3719.01 and any “dangerous drug,” as defined in Ohio Revised Code 4729.01, the possession or sale of which without a prescription or license is prohibited by law, provided that if an employee has a prescription for either a controlled substance or a dangerous

drug, it shall not be considered an illegal drug under this section except as otherwise set forth herein. Illegal drug also includes recreational marijuana / adult use cannabis, medical marijuana and any CBD product containing 0.3 percent or more tetrahydrocannabinol-9 on a dry weight basis.

### 3. GENERAL RULES

(a) Department employees shall not take any narcotic, illegal drug, or other dangerous drug unless prescribed by a person licensed to practice medicine or otherwise given lawful prescribing authority. Employees who are required to take prescription medicine shall notify their immediate supervisor if the medication prescribed has the potential to impair the employee's performance. The specific medication prescribed need not be identified, but the employee shall provide a statement from the prescribing physician that medication is prescribed for a physical, mental or psychological condition, and any potential side effects of the medication which may impact on the employee's ability to perform his or her job. If side effects exist, which are not certified by the physician, the employee shall present such side effects to his/her supervisor in writing. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, the use of medical marijuana with or without a prescription, the use of other drugs prescribed to the employee in material violation of the prescription, and/or being under the influence of alcohol while on the job is prohibited.

(b) All property belonging to the Department, including the entire premises of the department, is subject to inspection at any time without notice as there is no exception of privacy.

1. Property includes, but is not limited to, City owned vehicles, desks, files, and storage lockers.

2. Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after accepted reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

(c) Failure of any police employee to comply with the intent or provisions of this article of the contract is grounds for disciplinary action, including dismissal or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined in paragraph 2 (B) above, or under circumstances described in paragraphs 4, (A) and (B), below, or follow this article of the collective bargaining agreement, will result in immediate relief from police duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

### 4. POLICY-DRUG AND ALCOHOL TESTING/URINALYSIS

(a) Employees of the department shall be required to submit to a test for alcohol, drug or narcotic use as outlined below:

1. The Chief of Police or a police supervisor may order an alcohol or drug test when he or she has reasonable suspicion that an employee is using, or is under the influence of alcohol, drugs or narcotics.

(a) All police employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics or illegal drugs, or is under the influence of alcohol at work shall immediately report the facts and circumstances of such use to their supervisor.

2. The employee shall be advised of circumstances surrounding the order to test.

3. Whenever practical, prior approval should be obtained from the Chief of Police before the Supervisor orders the test.

4. A supervisor who orders a drug or alcohol test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs or alcohol, shall forward a report containing the facts and circumstances directly to the Chief of Police. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses.

5. Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, an alcohol level of 0.04% BAC or above, or the abuse of prescribed drugs, will be submitted as a part of a written complaint by the supervisor ordering the test.

(b) In the event that an employee is required to submit to a drug or alcohol test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing.

2. The employee will be transported to the designated testing center by a supervisor.

3. The employee may request that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

4. A controlled test will be conducted by personnel of the testing site.
5. The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.
6. All parties involved will be transported back to the police department.
7. If the employee is held over his/her assigned time, he/she will be compensated for that time.

(c) A negative test result shall bar the City from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy, as it relates to the test in that instance. Nothing in this provision is intended to limit the ability to test an employee under this policy, either randomly or under other facts establishing a basis for a test under this policy.

(d) A positive result, after a second qualifying screening test, may serve as a basis to refer the employee to the Employee Assistance Program maintained by the City of Middletown and will result in discipline of the employee, up to and including termination. If the employee refuses or fails to attend the EAP or to follow any and all recommendations of the EAP, the employee shall be subject to disciplinary action. The Employer shall have the option to have a third screening test performed. The third test shall be performed by the designated test center, or a laboratory designated by the test center. The third test shall be a G.C. Mass spec. or a test of equal or greater accuracy (at the designating test center's option).

(e) Employees who have found to be using illegal drugs or narcotics, or abusing prescription drugs, or to have a BAC of 0.04% or above shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

## 5. RANDOM DRUG TESTING

Random drug testing will be implemented in accordance with a General Order to be issued by the Chief of the Division of Police. The General Order implementing random drug testing for Dispatchers shall not be amended without the agreement of the parties.

## **ARTICLE 26MODIFICATION AND SEPARABILITY**

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the term of this Agreement each further agree that the other shall not be obligated to bargain collectively with the respect to any subject matter

referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. The parties to this contract agree that, where the contract deals with a particular subject, the contract takes precedence over sections of Ohio law, City ordinances, administrative regulations, including the policies and procedures manual, and rules of the Chief of Police, unless specifically prohibited by Ohio law, court decision, or a decision by the State Employment Relations Board. Where this contract does not speak to a particular subject, then the relevant section of Ohio law, City ordinance, administrative regulations, including the policies and procedures manual, or the rules of the Chief of Police shall prevail.

3. If a Court of competent jurisdiction finds any provision 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. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

## **ARTICLE 27 LAYOFF AND RECALL**

1. Layoff. In the event the City should decide to lay off personnel in the job classifications covered by this collective bargaining agreement, the following procedure shall be followed:

(a) The employee(s) with the least continuous classification seniority shall be laid off first from the affected classification.

(b) Before a bargaining unit employee is laid off from their position all seasonal, part-time and government funded program employees in the same classification subject to the layoff shall be laid off prior to the layoff of any full-time bargaining unit employee in the affected classification. The City will not negate this provision by transferring seasonal, part-time and government funded program employees to other classifications prior to laying off bargaining unit employees.

(c) In the event an employee is laid off, the employee shall receive payment for earned but unused vacation, birthday, personal day and sick leave conversion, with the employee's termination pay.

2. Recall. Employees who are on layoff shall be placed on a recall list by classification for a period of twelve (12) months and shall be recalled in reverse order of their layoff by position in the affected classification with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

3. Recall Notification. No new employee shall be hired in a classification until all employees who have been laid off in that classification in the previous twelve (12) months have been given the opportunity to return to work. Laid off employees will be

notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list. In addition, no seasonal, part-time, or government funded program employees shall be hired in the affected classification(s) until all employees on the layoff list have been recalled to the affected classification or until after the twelve (12) month recall period expires.

4. Layoff/Termination. An employee who is on layoff for a period of twelve (12) months is automatically terminated and loses all seniority.

5. Insurance. To the extent that applicable Federal law permits such coverage, an employee on layoff shall have the opportunity to continue health insurance coverage at the sole expense of the employee.

## **ARTICLE 28DISABILITY LEAVE**

The City shall comply with State law in regards to disability leave.

## **ARTICLE 29SENIORITY**

1. Seniority shall be defined as total length of service in a permanent full-time position(s) with the City.

2. Classification seniority shall be defined as the uninterrupted length of service in any one classification. If two or more employees have the same classification seniority, employment seniority shall be used to establish seniority among those employees. The length of any temporary demotion shall be excluded from the length of service of that employee for purposes of calculating classification seniority.

3. Seniority shall be broken, i.e., interrupted when an employee:

- (a) resigns, unless reinstated within one (1) year;
- (b) is discharged for just cause;
- (c) is laid off and not recalled within the time limits;
- (d) retires;
- (e) engages in a strike or work stoppage during the term of this agreement;
- (f) fails to return to work after a leave of absence.

4. The City shall establish and post a seniority list no later than December 1 of each calendar year, and such list shall be effective the following January 1. The list shall contain the following information:

- (a) names of bargaining unit members;

- (b) classification;
- (c) date of original City hiring;
- (d) date of classification appointment.

Employees shall have the right to challenge their seniority listing for fifteen (15) days after the date of posting. Thereafter, the list shall remain unchanged until the next yearly posting. A copy of the list shall be given to the Union on the date of posting.

5. Seniority, as defined in this Article, shall be used for all seniority applications

specifically set forth in other Articles this Agreement. If those Articles do not specifically apply to seniority, the City shall not be required to consider seniority in applying the provisions of that Article. Seniority does not apply and shall not be required to be used as a factor in assigning particular types of work to employees with a position classification, or in assigning employee's machines, equipment or places of work.

### **ARTICLE 30 TERMINATION**

This agreement shall become effective January 1, ~~2023~~2026, and shall remain in force until December 31, ~~2025~~2028.

### **SIGNATURES**

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

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Tom Fehr  
Staff Representative, FOP/OLC, Inc.

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~~Diane Green~~  
Bargaining Team Member

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~~Nicole Kirsch~~  
Negotiator  
Bargaining Team Member

**CITY OF MIDDLETOWN**

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~~Paul Lelli~~Ashley Combs  
City Manager

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~~David Birk~~  
Earl Nelson  
Police Chief

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~~Beverly Meyer~~ Alex Ewing, Esq., Chief  
and on behalf of the Law Director

### **WAGE SCALE 1**

## WAGE SCALE 1

<b>Effective January 1, 2026 – \$2.50 + 5.0%</b>						
	AA	A	B	C	D	E
Annual	\$51,195.46	\$53,443.10	\$55,703.44	\$58,062.78	\$60,530.91	\$63,406.30
Bi-Weekly	\$1,969.06	\$2,055.50	\$2,142.44	\$2,233.18	\$2,328.11	\$2,438.70
Hourly	\$24.6132	\$25.6938	\$26.7805	\$27.9148	\$29.1014	\$30.4838

<b>Effective January 1, 2027 – 4.5%</b>						
	AA	A	B	C	D	E
Annual	\$53,499.26	\$55,848.00	\$58,210.05	\$60,675.68	\$63,254.88	\$66,259.65
Bi-Weekly	\$2,057.66	\$2,148.00	\$2,238.85	\$2,333.68	\$2,432.88	\$2,548.45
Hourly	\$25.7208	\$26.8500	\$27.9856	\$29.1710	\$30.4110	\$31.8556

<b>Effective January 1, 2028 – 4.0%</b>						
	AA	A	B	C	D	E
Annual	\$55,639.17	\$58,081.92	\$60,538.40	\$63,102.62	\$65,784.99	\$68,909.98
Bi-Weekly	\$2,139.97	\$2,233.92	\$2,328.40	\$2,427.02	\$2,530.19	\$2,650.38
Hourly	\$26.7496	\$27.9240	\$29.1050	\$30.3378	\$31.6274	\$33.1298

**Effective January 1, 2023 2026 – 3% \$2.50 + 5.0%**

	Pre AA	A	B	C	D	E	F	G
Annual	41,057.12	43,074.93	45,103.97	47,221.82	49,437.65	52,018.93	54,202.10	56,753.22
Bi-Weekly	1,579.12	1,656.73	1,734.77	1,816.22	1,901.45	2,000.73	2,084.70	2,182.82
Hourly	19.7390	20.7091	21.6846	22.7028	2.7681	25.0091	26.0587	27.2852
<b>Effective January 1, 2024 – 3%</b>								
	Pre	A	B	C	D	E	F	G

Annual	<u>\$51,195.46</u>	42,288.90	44,367.23	46,457.22	48,638.51	50,920.90	53,579.55	55,828.24	58 \$65,838.24
Bi-Weekly	<u>\$1,969.06</u>	<u>\$2,055.50</u>	<u>\$2,142.44</u>	<u>\$2,233.18</u>	<u>\$2,328.11</u>	<u>\$2,438.70</u>	<u>\$2,532.24</u>		
Hourly	<u>\$24.6132</u>	<u>\$25.6938</u>	<u>\$26.7805</u>	<u>\$27.9148</u>	<u>\$29.1014</u>	<u>\$30.4838</u>	<u>\$31.6530</u>		

**Effective January 1, 2027 – 4.5%**

	AA	A	B	C	D	E	F	G
Annual	<u>\$53,499.26</u>	<u>\$55,848.00</u>	<u>\$58,210.05</u>	<u>\$60,675.68</u>	<u>\$63,254.88</u>	<u>\$66,259.65</u>	<u>\$68,800.99</u>	<u>\$71,553.04</u>
Bi-Weekly	<u>\$2,057.66</u>	<u>\$2,148.00</u>	<u>\$2,238.85</u>	<u>\$2,333.68</u>	<u>\$2,432.88</u>	<u>\$2,548.45</u>	<u>\$2,646.19</u>	
Hourly	<u>\$25.7208</u>	<u>\$26.8500</u>	<u>\$27.9856</u>	<u>\$29.1710</u>	<u>\$30.4110</u>	<u>\$31.8556</u>	<u>\$33.0774</u>	

**Effective January 1, 2028 – 4.0%**

	AA	A	B	C	D	E	F	G
Annual	<u>\$55,639.17</u>	<u>\$58,081.92</u>	<u>\$60,538.40</u>	<u>\$63,102.62</u>	<u>\$65,784.99</u>	<u>\$68,909.98</u>	<u>\$71,553.04</u>	<u>\$74,296.34</u>
Bi-Weekly	<u>1,626.50</u> <u>\$2,139.97</u>	<u>1,706.43</u> <u>\$2,233.92</u>	<u>\$2,328.40</u>	<u>1,786.82</u> <u>\$2,427.02</u>	<u>1,870.71</u>	<u>1,958.50</u> <u>\$2,530.19</u>	<u>2,060.75</u> <u>\$2,650.38</u>	<u>2,147.24</u> <u>\$2,752.04</u>

Hourly	20.3312	21.3304	22.3352	23.3839	24.4812	25.7594	26.8405	28.1037

**Effective January 1, 2025 – 3%**

	Pre	A	B	C	D	E	F	G
Annual	43,557.49	45,698.22	47,850.82	50,097.84	52,448.45	55,186.98	57,503.06	60,209.34
Bi-Weekly	1,675.29	1,757.62	1,840.42	1,926.84	2,017.25	2,122.58	2,211.66	2,315.74

Hourly	20.9411 \$26.7496	21.9703 \$27.9240	23.0052 \$29.1050	24.0855 \$30.3378	25.2156 \$31.6274	26.5322 \$33.1298	27.6457 \$34.4005	28.9468 \$35.8852
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Document 2 ID	netdocuments://4912-7082-4832/3
Description	Middletown - Dispatchers CBA 2026-2028
Rendering set	standard

<b>Legend:</b>	
<u>Insertion</u>	
<u>Deletion</u>	
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Style change	
Format change	
<u>Moved deletion</u>	
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Deleted cell	Red
Moved cell	Green
Split/Merged cell	Yellow
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Deletions	132
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Moved to	0
Style changes	0
Format changes	0
Total changes	272

**STAFF REPORT**  
For the Business Meeting of January 6, 2026

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December 31, 2025

TO: Ashley Combs, City Manager

FROM: Alexander Ewing, Law Director  
Prepared by: Julie Klehamer, Paralegal

**Dispatchers (FOP/OLC) Collective Bargaining Agreement 2026-2028**

**PURPOSE**

To approve a collective bargaining agreement between the City and FOP/OLC (Dispatchers) for the term January 1, 2026 through December 31, 2028.

**BACKGROUND AND FINDINGS**

After several months of negotiations, the City and Dispatchers bargaining unit have tentatively agreed to a new CBA for the term January 1, 2026 through December 31, 2028. Some of the key changes to this new agreement are:

1. Article 11 – Amend arbitration language for selection of arbitrator
2. Article 22 – Wages.
  - Across the board, \$2.50 per hour adjustment made to each step at the 2025 rates. Then wage increases as follows: 2026 – 5%, 2027 – 4.5%, 2028 – 4%.
  - One-time lump sum bonus annually: \$750.00 in 2026, 2027 and \$500.00 in 2028
3. Article 23 – Hours of Work and Overtime. Adjustment to overtime holdover language.

**FINANCIAL IMPACT**

The recently approved 2026 budget projected a 4.5% wage increase for this bargaining unit, but the proposed contract is for a \$2.50 per hour increase plus 5% in 2026 and a lump sum payment of \$750.00. The cost of the increased hourly rate, additional .5% and the lump sum payment will require a supplemental appropriation of approximately \$87,404.49 later this year.

The cost of the future wage increases and the lump sums will be included in the annual budget and are estimated to be an additional \$65,373.28 in 2027 and \$57,577.86 in 2028.

**EMERGENCY/NON-EMERGENCY**

Emergency

# UNFINISHED BUSINESS

NEW  
BUSINESS

# EXECUTIVE SESSION