

**THE COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**FRATERNAL ORDER OF POLICE  
LODGE 67**

**AND THE**

**VILLAGE OF WALTON HILLS**

**JANUARY 1, 2021 – December 31, 2023**

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Article 1  
**PREAMBLE**

Section 1. This Agreement is hereby entered into by and between the Village of Walton Hills, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge 67, Walton Hills Division, hereinafter referred to as the "FOP".

Article 2  
**PURPOSE AND INTENT**

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted, efficient operations of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the Village of Walton Hills; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

Article 3  
**DUES DEDUCTIONS**

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly FOP dues, fees, and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Section 2. The Employer agrees to supply the FOP with an alphabetical list of those employees for whom dues deductions have been made.

Section 3. A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer, FOP Lodge #67, Walton Hills Division within thirty (30) days from the date of making said deductions.

Section 4. The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

Article 4  
**UNION RECOGNITION**

Section 1. The Village recognizes the Fraternal Order of Police Lodge 67 as the sole and exclusive representative for the purpose of negotiating wages, benefits and other terms and conditions of employment for all full time and part time sworn police officers in the rank of Patrolman through Lieutenant.

Section 2. Excluded from the recognition are the Chief of Police, auxiliary, seasonal and/or student employees in the police department as well as all other Village employees. (removed part time and Captain)

Section 3. All seasonal, and/or student employees in the bargaining unit shall also be deemed excluded.

Article 5  
**MANAGEMENT RIGHTS**

Section 1. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

- 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 public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees including determination of the qualification of employees covered by this Agreement;
- C. Determine the starting and quitting time and the number of hours to be worked by its employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Make any and all reasonable rules and regulations including the current Walton Hills Police Department;
- F. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- G. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- H. Determine the adequacy of the work force;
- I. Determine the overall mission of the Employer as a unit of government;

Section 2. In addition, the FOP agrees that all of the functions, rights, powers, responsibilities and authority of the Village in regard to the operation of its work and business and the direction of its workforce which the Village has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this

Agreement are, and shall remain, exclusively those of the Village and shall not be subject to the grievance procedure herein contained.

Section 3. It is the intention of the Village, herein recognized by the FOP, that by this Agreement or by Ordinance, the Village has the right to authorize more police patrol personnel and/or police positions of rank than may be filled. It is herein recognized that it is a management right of the Village to either fill or not fill any vacant, authorized police patrol officer position, or any police position of rank, except, the Village shall always maintain a minimum staffing level of seven (7) full-time Police Patrol Officers, one (1) full time Police Detective and three (3) full-time Police Sergeants positions.

## Article 6 NO STRIKE/NO LOCKOUT

Section 1. The FOP does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 2. In addition, the FOP shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violations of this Article. If any violation of this Article occurs, the FOP shall immediately notify all employee that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the FOP and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief, and any and all other remedies permissible by law.

Section 4. The Employer agrees that it will not lock out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the FOP shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

Article 7  
**NON-DISCRIMINATION**

Section 1. The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

Section 2. The Employer and the FOP expressly agree that membership in the FOP is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

Article 8  
**GENDER AND PLURAL**

Section 1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender, shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Article 9  
**CONFORMITY TO LAW**

Section 1. This Agreement shall be subject and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties, but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

Section 3. In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.



Article 10  
**PERSONNEL FILES AND POLICY**

Section 1. Understanding that in administration of the Police Department the employer maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least five (5) day written request. In addition, a department member may inspect his or her file upon twenty-four (24) hours' notice once in direct response to a pending grievance or official matter.

Section 2. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable effort consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

Section 4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service except as provided by law.

Article 11  
**BULLETIN BOARD SPACE**

Section 1. The Employer agrees to provide space for the FOP to post a bulletin board in the Police Department for use by the FOP.

Section 2. All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a FOP official.

Section 3. Only FOP notices relating to the following matters may be posted on the bulletin board,

- a) FOP recreational and social affairs;
- b) Notice of FOP meetings;
- c) FOP appointments;
- d) Notice of FOP elections;
- e) Results of FOP elections;
- f) Reports of non-political standing and independent non-political standing committees and independent non-political arms of the FOP; and,
- g) Non-political publications, rulings or policies of the FOP.

Section 4. Upon the request of the Employer's designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

Article 12  
**LABOR MANAGEMENT COMMITTEE**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Employer's designees shall meet with not more than three (3) representatives of the FOP to discuss issues of mutual labor management interest.

Section 2. The party requesting the meeting shall furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the FOP shall include the names of the bargaining unit representatives who will be attending and the matters to be discussed at the meeting. The purposes of such meetings shall be to:

- a) Discuss matters of mutual concern;
- b) Notify the FOP of changes made by the Police Chief which affect the bargaining unit;
- c) Disseminate general information of interest to parties; and
- d) Discuss ways to increase productivity and improvement of efficiency.

Section 3. It is further agreed that should special labor management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

Section 4. The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

Section 5. There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

Section 6. Matters that are subject to negotiations or the grievance process shall not be discussed without the parties' mutual consent.

**Article 13**  
**INVESTIGATIONS**

**Section 1. Criminal Investigations**

In the event that a bargaining unit member is being investigated for alleged criminal conduct, he shall be afforded all the rights guaranteed to him under the federal and Ohio constitutions. Nothing contained herein shall prohibit, however, the Village of Walton Hills from relieving such bargaining unit member from duty, with or without pay, when such formal criminal charge has been filed, pending resolution of any such criminal charge. Nothing contained herein shall prohibit the Village of Walton Hills from completing an administrative investigation of such charge, however, the bargaining unit member charged cannot be compelled under threat for insubordination to answer questions related to the criminal charge nor does refusal to answer prohibit suspension with or without pay. The disposal of criminal charges shall not prevent a complaint from being subject to an internal affairs investigation.

**Section 2. Internal Affairs Investigations Upon Non-Criminal Complaints**

If a bargaining unit member is being investigated by the Village and is to be subjected to questioning by the Village as a result of a non-criminal complaint, investigative sessions shall be conducted subject to the conditions set forth below. Nothing in this section shall preclude interview session for the purpose of determining the reliability or validity of the basis of the complaint.

- a. Unless the seriousness of the investigation requires otherwise, all investigative sessions shall be conducted at reasonable hours, which preferably are hours when the bargaining unit member is on duty or which are his usual working hours.
- b. All investigative sessions shall be conducted only for reasonable periods of time and at reasonable hours.
- c. Prior to the commencement of the first investigative session, the Village shall notice the bargaining unit member in writing. The notice shall inform the bargaining unit member of
  1. The nature and scope of the investigation to be conducted;
  2. The name, rank and command of the officer in charge of the investigation;
  3. The name and rank of the investigating officer;
  4. The names of all other persons who will be present during investigative sessions;
  5. The name of the person bringing the complaint against the bargaining

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unit member;

- d. If it is known, the fact that the bargaining unit member who is subject to investigation will be told that he is being investigated only because he is a witness.
- e. The bargaining unit member who is subject to investigation shall not be subjected to abusive language concerning his race, creed, color religion, sex culture or ethnic origin, before, during or after any investigative session.
- f. The bargaining unit member is entitled to have a representative of his choice present to represent him at all times during such investigative session. A representative shall not be a person who is subject to questioning as a result of the incident out of which the investigation arose.
- g. Each investigative session shall be, to the extent reasonably possible, conducted at the Police Station.
- h. The Village shall not knowingly cause the bargaining unit member who is the subject of the investigation to be subjected to visits by members of the news media concerning the investigation.
- i. No complaint against a bargaining unit member shall be accepted by the Village or any investigation of the complaint begun, unless reasonable attempts have been made by the Village to secure the complaint in writing.
- j. Each investigative session may be completely recorded by mechanical means or by a court stenographer, or both.
- k. Pursuant to this section, the Village shall not enter any comment either adverse or favorable to the interests of a bargaining unit member in the bargaining unit member's personnel file, unless the bargaining unit member has been given an opportunity to sign the copy attesting that he has read it.
- l. In the course of an internal affairs investigation, a polygraph examination or other truth detective device may be administered if authorized by the Chief. Employees may be given a polygraph examination and/or voice stress analyzer examination if they are a focus of an investigation, a known witness to an incident, or at the employee's written request to the Chief. The examination shall be focused on the specific incident or events leading to the allegations and shall in no way be used to uncover unrelated acts. The results of the polygraph examination shall not be determinative of the employee's guilt. Such results shall only be presented as supporting and not as conclusive evidence that the employee engaged in the misconduct. Further an employee shall not be charged with providing false statements or failure to cooperate in an investigation if he fails an examination.

Article 14  
**UNION REPRESENTATION**

Section 1. The Village recognizes the right of the FOP to select local officers, to represent its members on FOP matters arising under this Contract as follows:

- a. Local FOP Officials: The FOP shall provide to the Village an Official roster of its officers which is to be kept current at all times, and shall include the following:
  1. Name
  2. Address
  3. Union Office Held
  4. Home Telephone
  
- b. Grievance Meetings: A local officer shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure. An associate shall be permitted to attend such meeting at a no loss or no gain basis should meetings be held during regular scheduled work hours, provided that no overtime shall be paid. Such time off from scheduled work hours must be arranged for in advance, and approved by the Chief of Police.

Article 15  
**WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of circumstances beyond the control of the Village, such as an act of God, riot, flood, civil disorder and other similar acts, the following conditions of this Agreement shall automatically suspend without recourse from the FOP, upon declaration of said emergency by the Mayor. Said declaration of emergency shall expire after a 48-hour period unless the declaration of emergency is extended by order of the Mayor.

- a. Time limits for grievances until the emergency has been declared ended.
  
- b. Limitations on distribution of work assignments.
  
- c. Limitations on distribution of overtime except that any bargaining unit member shall be paid overtime pay for hours worked in excess of his normal workday or workweek.
  
- d. In addition, and notwithstanding other Articles of this Agreement, the Village reserves the right during any such emergency to assign employees to work without regard to their employment classification but limited to the activities of such classification.

Article 16  
**GRIEVANCE/ARBITRATION PROCEDURE**

**Section 1.** Grievance Defined: A grievance is a dispute between the Village and a bargaining unit member or group of bargaining unit members, as to the interpretation, application or violation of any terms or provisions of this Agreement.

**Section 2.**

- A. All grievances must be processed at the proper step in order to be considered at the subsequent steps.
- B. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.
- C. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

**Section 3.** All grievances must contain the following information to be considered:

- 1. grieved employee's name and signature;
- 2. grieved employee's classification;
- 3. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- 4. date grievance was filed in writing;
- 5. date and time grievance occurred;
- 6. location where grievance occurred;
- 7. description of the incident giving rise to the grievance;
- 8. specific articles and sections of the Agreement allegedly violated; and
- 9. desired remedy to resolve the grievance.

**Section 4.** Grievance Process:

- Step 1. A bargaining unit member shall attempt to resolve any controversy, difference of dispute with the employee's immediate supervisor before proceeding with the subsequent steps governing procedures.
- Step 2. A formal written grievance must be filed within seven (7) working days of the date on which the bargaining unit member first know or reasonably should have known of the acts, conditions or circumstances giving rise to the grievance. The written grievance shall be filed with the Police Chief or his designee. Copies of the written grievance are to be furnished to the Chief of Police, the bargaining unit member's immediate

supervisor, and to the FOP. The Police Chief or his designee shall, within seven (7) working days from the receipt of the grievance, furnish bargaining unit member, the FOP, the Police Chief and the bargaining unit member's immediate supervisor a written answer to the grievance.

Step 3. The bargaining unit member may appeal in writing within seven (7) working days after receipt of the written decision in Step 2 to the Mayor or designated representative, who shall confer with the Police Chief, the bargaining unit member's immediate supervisor, and an FOP Representative and the bargaining unit member within seven (7) working days from the appeal, and will notify the bargaining unit member's immediate supervisor of his decision in writing within seven (7) working days from hearing the appeal.

Step 4. At the bargaining unit member's request, the FOP may appeal in writing within ten (10) working days after receipt of the written answer in Step 3 to binding arbitration. The parties shall attempt to select a local arbitrator by mutual agreement. If they are unable to do so within one (1) week of the arbitration request, they shall contact the American Arbitration Association and thereafter select an arbitrator in accordance with (AAA) rules and procedures. Arbitration proceedings shall be conducted thereafter in accordance with (AAA) rules.

The Arbitrator's decision shall be strictly confined to interpretation of this contract and the Arbitrator shall have no authority to add to, change or modify this contract. This decision shall be issued in writing pursuant to A. A. A. rules. This decision shall be final, conclusive and binding on the FOP, the Village, and the grievant, so long as the Arbitrator does not exceed the scope of his authority as granted herein.

The cost of the Arbitrator shall be borne by the losing party, unless determined by the Arbitrator to be shared equally.

Nothing herein shall prevent the parties from voluntarily settling the grievance after the appeal to arbitration has been filed.

If the Village fails to answer a grievance within the prescribed time limits, then the grievant may appeal to the next step. If the grievant fails to comply with the time limit prescribed by these procedures, then the matter shall be considered settled against the grievant, and the grievant shall have no right to pursue the grievance further. Time limits herein may be extended to a time certain by mutual written agreement of the Village and the FOP.

Section 5. The grievance procedure is the exclusive method of settling or adjudicating disputes within its scope. Also, alleged violations of this contract must be filed through the grievance procedure and cannot be filed directly in court.

Section 6. A form will be agreed to by the parties for all grievances processed.

Article 17  
**DISCIPLINE/CORRECTIVE ACTION**

Section 1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 2.

- A. Discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced in rank, or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedure shall be conducted with the following rules:
  - 1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the conference. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the conference.
  - 2. The conference shall be conducted before the Chief of Police.
  - 3. Within three (3) calendar days after the conference, the Chief shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of evidence given at the conference by the employee and the Employer.

Section 3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order through the grievance/arbitration procedure, starting at step two within five (5) working days of receipt of the decision.

Section 4. Prior to the scheduled time of the conference, the employee may waive his right to such a conference in writing. An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 5. The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.



Section 6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matter under the following time frames:

- |                                    |           |
|------------------------------------|-----------|
| 1. Oral and written reprimands     | 12 months |
| 2. Suspensions of less than 3 days | 18 months |
| 3. Suspensions of 3 days or more   | 24 months |

## Article 18 **SENIORITY**

Section 1. Seniority shall be a bargaining unit member's uninterrupted length of continuous service with the Village commencing with the bargaining unit members date of hire into the bargaining unit position. A bargaining unit member shall have no seniority for the initial probationary period, but, upon compliance of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is absent without report for three (3) consecutive work days unless the bargaining unit member has a reasonable excuse for failing to report the absence;
- (d) Is laid off for a period equal to the amount of seniority held at the time of lay-off commences or thirty-six (36) consecutive months, whichever is less; or
- (e) Fails to report to work within ten (10) calendar days of mailing of notice of recall from layoff said notice to be provided by certified mail, addressed to the bargaining unit members last known address as shown on the City's records.

Section 3. \_\_\_\_\_ The Village shall provide the FOP with a current seniority list within thirty (30) calendar days after the signing of the Contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, the department, and date of hire for each bargaining unit member. The Village shall provide the Bargaining Unit Associate with a list of additions to or deletions from the seniority list, if any, on an annual basis or whenever changed.

Article 19  
**WORK RULES**

Section 1. The FOP recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or FOP to process grievances as provided for by this Agreement.

Section 2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours advance written notification will be given of the implementation of any new or revised work rule, regulation, policy, or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new revised work rule, etc., and will forward a copy to the representative of the FOP.

Article 20  
**LAYOFF AND RECALL**

Section 1. Whenever it is necessary for the Village to reduce its forces due to lack of work or lack of funds, or abolishment of positions, the bargaining unit members to be reduced will be laid off in the following order:

- (a) All part time employees;
- (b) Employees within the classification who have not completed their probationary period;
- (c) Regular full-time employees within the classification who have completed their probationary period;
- (d) In the application of the foregoing, personnel reductions shall be made in reverse order of seniority.

Section 2. A regular, full-time bargaining unit member shall be given a minimum of two (2) weeks advance notice of layoff whenever practicable under the circumstances.

Section 3. In the event a bargaining unit member is layoff he shall receive payment on a pro rata basis for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the layoff.

Section 4. Bargaining unit members shall be recalled in the inverse order of layoff. A bargaining unit member on layoff will be given ten (10) working days from the date the Village mails notice of recall to advise the Village of his acceptance or rejection of recall. Recall notices shall be sent by certified mail, return receipt requested, to bargaining unit member's last known address, as shown on the bargaining unit member's employment record with the Village. In the event a job opening occurs in a lower rated job classification, the most senior bargaining unit member on the layoff list will be recalled

and given the option of accepting or rejecting the lower rated job description. In the event the recalled bargaining unit member accepts the job opening, he/she will have the right to claim his/her original job in the event it becomes available within thirty-six (36) months from recall date.

Article 21  
**MILITARY LEAVE**

Section 1. The parties agree that Military Leave shall be in accordance with Federal and Ohio law and the Administrative Codes thereto.

Article 22  
**PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS LEAVE**

Section 1. The Village, upon written request of a pregnant bargaining unit member, shall grant such bargaining unit member a leave of absence without pay, subject to the following:

A. Length of Time

Leaves of absence shall be limited to the period of time that the pregnant bargaining unit member is unable to perform the substantial and material duties of the bargaining unit member's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician, not to exceed six (6) months. If the bargaining unit member is unable to return to active work status within six (6) months, such bargaining unit member may be granted a reasonable extension.

B. Physician's Certificate

A pregnant bargaining unit member requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the bargaining unit member shall be unable to perform the substantial and material duties of the bargaining unit member's position due to pregnancy, childbirth, or related medical conditions.

C. Sick Leave Usage

Upon request, a pregnant bargaining unit member shall be permitted to use any or all of the bargaining unit member's accumulated sick leave credit only for the period of time, as certified by the physician's certificate that the bargaining unit member is unable to work as a result of pregnancy, childbirth or related medical conditions. A bargaining unit member using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period.

**D. Maternity Leave**

A pregnant bargaining unit member shall, upon request, be permitted to use any or all of the bargaining unit member's accumulated leave at any time prior to or following childbirth.

**Article 23  
VACATION**

Section 1. Effective January 1, 2013 any full-time police officers who have completed one year of Village service or more as of December 31 of any given year shall be entitled to vacation in the subsequent year based on the following full years of service as of December 31:

<u>YEARS OF SERVICE</u>	<u>VACATION (hours)</u>
1 to 3	80
4 to 8	120
9 to 13	160
14 or more	200

Section 2. Any full-time police officer that has accumulated 19 years of service or more to the Police Department as a full-time police officer as of January 1, 2013 shall be entitled to vacation in the subsequent year based on the following years of service as of December 31:

<u>YEARS OF SERVICE</u>	<u>VACATION (hours)</u>
1 to 3	80
4 to 8	120
9 to 13	160
14 to 23	200
24 or more	240

Section 3. The first year of any full-time police officer's employment shall be construed to be that time period from the officer's date of hire to December 31 of the same year. Thereafter, each year shall be from January 1 to December 31.

Section 4. Vacation time earned during the first year of employment shall be prorated, based on the amount of vacation contained in Section 1 above to reflect service time from the date of full-time employment to December 31 of the first year. Vacation time earned during the final calendar year of full-time employment shall be prorated, based on the amount of vacation contained in Section 1 and 2 above to reflect service time from January 1 to the final date of full-time employment.

Section 5. Full-time police officers who have been employed by the Police Department for more than one year may carry over a maximum of 40 hours vacation credit to the next fiscal year. Excess vacation time over 40 hours shall be paid as of the last full pay period in December of the current year, at the then-effective hourly rate of pay for that police officer.

Section 6. A full-time police officer who is reemployed or rehired in the same position by the Village upon retirement will not be paid for any earned and unused accumulated vacation. The police officer will continue to accrue vacation and retain his or her unused accumulated vacation time and continue to earn vacation based on Section 1 above.

Section 7. Full-time police officers terminating employment due to voluntary resignation or retirement shall be paid all earned and unused accumulated vacation time.

Section 8. In the case of death of any full-time police officer, the earned and unused accumulated vacation time shall be paid to the employee's estate.

## Article 24 HOLIDAYS

Section 1. Each full-time police officer shall be entitled to receive compensation at his or her regular rate of pay for eight hours for the following legal holidays: New Year's Day, Martin Luther King Day, Washington-Lincoln Day (Presidents' Day), Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Section 2. Any day declared to be a holiday by the Mayor and Council during the effective period of this section shall be added to the existing holiday schedule.

Section 3. Each full-time police officer shall be entitled to three personal days as well as the officer's birthday following one year of employment as a full-time police officer of the Village. An additional personal day shall be allowed for the succeeding year for a police officer who works a full calendar year without taking any sick leave.

Section 4. A full-time police officer shall have the option of scheduling Thanksgiving and Christmas holiday as a personal day with the approval of the Police Chief. No holidays or personal days may be carried over into the next year without the permission of the Police Chief and the Mayor.

Section 5. A full-time police officer who works on a holiday shall receive, at the option of the Police Chief, either:

- (a) Eight hours of compensatory time off worked by officer on a holiday (as scheduled by the Chief); or
- (b) Pay at the time and one-half rate for such number of hours as such officer works on the following legal holidays in addition to eight hours of holiday pay ; New Year's Day, Martin Luther King Day, Washington-Lincoln Day (President's Day), Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Section 6. A part-time police officer who works on a holiday shall receive, pay at the time and one-half rate for such number of hours as such officer works on the following legal holidays; New Year's Day, Martin Luther King Day, Washington-Lincoln Day (President's Day), Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

#### Article 25

### **SICK LEAVE AND FUNERAL LEAVE**

Section 1. Each full-time police officer shall be entitled to sick leave of one and one-fourth days for each completed month of employment by the Village.

Section 2. Unused sick leave for such full-time officers shall be cumulative. Unused sick leave may be converted by an officer whose employment is terminated voluntarily or due to the lack of work on the basis of Fifty-Five Percent (55%) of the accumulated time.

Section 3. No sick leave in excess of three (3) consecutive work days shall be allowed unless such officer furnishes evidence satisfactory to the Chief of Police that the illness complained of is of longer duration. The Mayor and Chief of Police shall have the right to require a physician's report and/or diagnosis of such officer's condition at any time.

Section 4. Illness in the immediate family of such officer, requiring the attention of such officer, shall entitle such officer to two (2) days of sick leave for each such illness. For purposes of this subsection, "immediate family" shall be construed to include father, mother, sister, brother, spouse and child.

Section 5. In the event of the death of an officer's spouse, child or parent or the parent of a spouse, brother, sister, stepfather, stepmother, stepbrother, stepsister, grandparents, grandchildren and stepchildren, such officer shall be entitled to three days funeral leave. In the event of the death of an officer's brother-in-law or sister-in-law, such officer shall be entitled to one (1) funeral leave.

#### Article 26

### **COMPENSATION TIME**

Section 1. No full-time or part-time police officer can carry more than 400 hours of compensation time from any one calendar year to the next. All compensation time in excess of 400 hours as of the last day of any year shall be paid to the police officer in the following January.

Article 27  
**PAID TIME OFF (PTO)**

Section 1. Part-time police patrol officers will be granted a total of 24 hours of paid time off yearly. This time must be used prior to the end of the calendar year and cannot be carried over. These hours may be used at the officer's discretion for appointments, sick time or any other need, with as much notice given to the supervisor as possible.

Article 28  
**CALL-IN**

Section 1. Employees called in for work at times not contiguous with their regular shift, or on a day they are not scheduled for duty, shall receive the greater of four (4) hours pay or hours actually worked. Employees who are called to work within sixty (60) minutes prior to starting their regular shift shall be paid for time actually worked. For purposes of this Article, an employee shall not be considered "called back" if he has not yet left City premises. In the event an employee is called-in however the call in cancelled upon the employee arriving at work the employee shall receive two (2) hours pay.

Article 29  
**OVERTIME SCHEDULING**

Section 1. Full-time police officers shall have first choice to select unscheduled days not regularly assigned by the scheduling authority. Selection will be in accordance with Departmental seniority rights and the rules established by the Chief of Police who has the responsibility of duty scheduling.

Article 30  
**COURT TIME**

Section 1. Employees appearing in court on behalf of the employer shall receive the greater of four (4) hours pay or time actually spent unless the court appearance is scheduled to fall within sixty (60) minutes of a regularly scheduled shift. Where the court appearance is scheduled to commence within sixty (60) minutes of a regularly scheduled shift, the employee shall receive pay for the time actually spent.

Article 31  
**JURY DUTY**

Section 1. Full-time police officers of the Village, while serving upon a jury in any court of record, shall be paid their regular salary for the period of time so served. Time so served upon a jury shall be deemed active service with the Village for all purposes.

**Article 32  
WAGES/COMPENSATION**

Section 1. The cost of living (COLA) increase applied to salaries of the full-time and part-time Police Patrol Officers of the Village are the following:

2021	–	1.5%
2022	–	1.75%
2023	–	2.0%

Section 2. See Appendix "A" for full-time wage schedule of Lieutenant's, Sergeant's, and Police Patrol Officer's hired prior to December 31, 2020.

Section 3. See Appendix "B" for full-time wage schedule of Police Patrol Officer's hired after January 1, 2021 but prior to December 31, 2023.

Section 4. See Appendix "C" for wage schedule of part-time Police Patrol Officer's hired prior to December 31, 2020. For 2021 only, an additional 1.2% wage increase in addition to the 2021 COLA (1.5%) shall make wage of \$25.23 /hr.

Section 5. See Appendix "D" for wage schedule of part-time Police Patrol Officer's hired after January 1, 2021.

**Article 33  
RANK DIFFERENTIAL**

Section 1. A 10% rank differential shall exist between the rank base pay of Patrol Officer and rank base pay of Sergeant.

Section 2. A 5% rank differential shall exist between the rank base pay of Sergeant and rank base pay of Lieutenant.

Section 3. A 5% rank differential shall exist between the rank base pay of Lieutenant and rank base pay of Captain.

**Article 34  
LONGEVITY PAY**

Section 1. All full-time police employees shall earn longevity payments after completion of the required length of continuous full-time service, pursuant to the following schedule:

<u>POLICE SERVICE YEARS</u>	<u>MONTHLY AMOUNT</u>
5	\$ 75
10	\$125
15	\$150
20	\$200



**Article 35**  
**PROFESSIONAL PROFICIENCY PREMIUM**

Section 1. As set forth by Ohio Revised Code §109.801 and §109.803 and as additionally required by the standards of the Village Chief of Police, all unit members will be required to satisfactorily complete an annual Firearms Re-qualification program and Continuing Education Program and State of Ohio L.E.A.D.S. certification to establish and maintain their professional proficiency.

Section 2. Annually, and upon satisfactory evidence of compliance with the referenced code provisions and departmental standards, each unit member shall be entitled to a premium as set forth below:

Contract Year 2021 - \$450.00  
Contract Year 2022 - \$450.00  
Contract Year 2023 - \$450.00

Said sums shall be paid in a lump sum on or before December 1st of any contract year, assuming full compliance.

**Article 36**  
**UNIFORM ALLOWANCE**

Section 1. Effective January 1, 2021 the Village shall provide full-time police patrol officers an annual uniform allowance of One Thousand Two Hundred (\$1,200.00) dollars.

Section 2. Effective January 1, 2021 the Village shall provide part-time police patrol officers (with one year or more service) an annual uniform allowance of Seven Hundred and Twenty (\$720.00) dollars. A newly hired part-time patrol officer shall be equipped by the discretion of the Police Chief (or his designee) for his first year employment.

Section 3. In the event a police officer does not serve the entire 12 months, the clothing allowance shall be pro-rated based upon the actual days served in the year in which their employment was discontinued.

Section 4. In the event a Full-Time police officer does not serve the entire 12 month probation period the clothing allowance, including the purchase of the bullet proof duty vest, will be reimbursed to the police department by the officer. The officer will be permitted to keep all items only if the officer is being hired by another police department. All Walton Hills patches will be removed.

Article 37  
**GROUP LIFE INSURANCE**

Section 1. Each full-time police officer of the Village shall be entitled to group term life insurance coverage in the amount of one hundred thousand dollars (\$100,000) at Village expense, after his or her appointment as such an officer becomes final.

Section 2. With regard to Section 242.18, Group Life Insurance, there will no longer be any continuing Group Life Insurance benefit for retirees in accordance with Section 260.11 for the Codified Ordinances of the Village of Walton Hills.

Article 38  
**HOSPITALIZATION INSURANCE**

Section 1. For full time police officers, the Village shall provide the hospitalization insurance set forth in the current Codified Ordinance 242.15 through December 31, 2023.

Section 2. Effective January 1, 2018, full-time Police Patrol Officers are responsible for paying fifteen percent (15%) of the premium for health insurance. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month.

Section 3 Effective January 1, 2021, part-time Police Patrol Officers who worked an average of 1560 hours the prior calendar year are eligible for same medical benefits. Same part-time Police Patrol Officers are responsible for paying fifteen percent (15%) of the premium for health insurance. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month.

Article 39  
**HEALTH MEMBERSHIP**

Section 1. The Village shall pay up to one hundred dollars (\$100.00) per year towards a membership in a health club for a full-time police officer. Such membership is subject to the approval of the Mayor upon the presentation of an acceptable paid receipt reflecting the effective dates and type of membership.

Article 40  
**HEADINGS**

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

Article 41  
**SAVINGS CLAUSE**

Section 1. If during the period of this Agreement a law, rule or regulation is either in existence or becomes so, which shall render any part of provision of this Agreement invalid, then such invalidation shall not in any way restrain the parties from adhering to the remaining portions and/or Agreement.

Article 42  
**TOTAL AGREEMENT**

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP.

Article 43  
**SUBSTANCE TESTING**

The Village of Walton Hills has adopted a drug free workplace policy. The goal of this policy is to maintain a safe and healthy work environment. The successful implementation of this policy will also enable the Village to provide quality service to the public.

Section 1. The Village requires that every applicant for employment take and pass an objective drug and alcohol screen.

Section 2. Whenever an employee seeks medical treatment for a work-related injury or may have contributed to an accident involving a fatality, serious bodily injury, or damage to property, the Village may require the employee to submit to a breath, urine and/or blood sample for alcohol or drug testing. The Village will arrange for transportation to and from the testing site for the employee.

Section 3. Drug and alcohol screening/testing shall be conducted randomly and/or upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the result of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

Section 4. All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The Employer shall also have the right to conduct testing under this Article by use of the "breathalyzer" methodology.

Section 5. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two A. previous tests. If at any point the results of the drug testing procedures conducted by the Village specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results will not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 6. Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be subject to disciplinary action, up to and including discharge. If the investigation reveals the employee has tested positive for drugs which the employee has been medically prescribed, such employee may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program under this provision due to abuse of prescription drugs may be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the assistance program. If no such leave credits are available, such employee may be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 7. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. For purposes of this Article, "random" shall mean not more than two (2) times per year, except that drug tests may be performed at any time upon reasonable suspicion of drug use.

Section 8. No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 9. The employee and the FOP shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 10. Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

#### Article 44 **SEVERABILITY**

Section 1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 2. If in the event any provision is so rendered invalid, upon written consent of either party hereto, the Employer and the FOP shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 3. Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

**Article 45  
NEGOTIATION PROCEDURE**

**Section 1.**

**A. Location of meetings:**

Meetings will be held on the premises of the Employer at a mutually acceptable location.

**B. Dates and Times of meetings:**

Sessions will be scheduled by mutual agreement on an as-needed basis and will three (3) hours maximum in duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

**C. Bargaining Committee make-up:**

The Village and FOP team will consist of no more than four (4) participants. FOP's team members shall meet on personal time and shall not be paid by the Village for negotiation meetings.

Either party may have up to one (1) additional individual appear at a session for the purpose of providing information that may aid the parties in their negotiations. Such additional person will be permitted to attend on a limited basis.

**D. Chief Negotiator:**

There shall be only one (1) spokesperson (the Chief Negotiator), for each party, except that he or she may on occasion request that another team member address a specific issue.

**E. Written Proposals/Materials:**

All written proposals or material shall be submitted in sufficient quantity to provide copies to each member of the other party's bargaining committee.

**F. Agreements:**

1. Articles agreed to by the parties will be reduced to writing, duplicated, dated, and signed by the parties as a tentative agreement. When appropriate, a Section of an Article agreed to by the parties will be reduced to writing, duplicated, dated, and initialed by the parties as a tentative agreement on that Section, pending tentative agreement of the complete Article.

2. Articles approved and agreed upon will be prepared in the final form by the Village and duplicated with four (4) copies provided to the FOP.
3. Tentative agreements shall bind the bargaining teams and preclude withdrawal or substitution of tentative agreements until exhaustion of the ratification process, unless a withdrawal or substitution is mutually agreed to by the parties.
4. Within seven (7) days of reaching a final tentative agreement on all Articles, the FOP bargaining committee will present to the membership of the local FOP members for ratification and the Village will likewise present to the Village Council for ratification.
5. Upon ratification by the Mayor and the Village Council and the local FOP members, the bargaining committee will meet within seven (7) days or another agreed time to execute the Agreement by affixing signatures of the parties.

G. Meeting Notes:

No recording or transcription shall be allowed during negotiation meetings and each party is responsible for taking its own meeting notes.

Meeting Arrangements:

The date and time of the next negotiation session shall, if possible, be agreed upon before the close of each session.

H. Caucus:

A caucus may be called at any time during the negotiations by the Chief Negotiator for either committee.

I. News Media:

It is agreed that during the bargaining period, neither party will issue a statement to the news media on an individual basis regarding topics of negotiations. If, in the normal conduct of negotiations, such press release becomes necessary, the contents shall be mutually acceptable to all parties. Failure to abide by this section of the Agreement may result in a cessation of the negotiation process and declaration of an immediate impasse.

Section 2. At any time during the bargaining process either side may request in writing, the Federal Mediation and Conciliation Service to provide at no cost a mediator to assist the parties in reaching an agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue.

The party making the request shall serve the other party with a copy of the written request.

Section 3. In the event no agreement has been reached, approved and ratified prior to the expiration of the then-current agreement, either party may, after notifying the opposite party, notify in writing the American Arbitration Association ("AAA") of the intent to submit the unresolved issues to it to be resolved through binding arbitration. A copy shall also be served upon the other party. The request to arbitrate may be made jointly by the parties.

Any issues which have been agreed to by the Village and the FOP shall be submitted as a partial agreement to the FOP membership for approval/disapproval. If the FOP approves partial agreement, it shall notify the Village in writing of such action. Thereafter, the Village Council will vote to accept or reject the agreed issues. After the arbitrator has entered his award, said award and the partial agreement shall constitute the entire Agreement between the Village and the FOP.

The arbitration hearing will be conducted by AAA in accordance with its rules and procedures. After AAA has received notice from the parties, it shall submit a list of seven (7) arbitrators to each party, and the arbitrator shall be chosen by the alternate strike method in accordance with AAA's current rules within twenty (20) days of the request for arbitration. The hearing shall be held within forty-five (45) days after the date the arbitrator is chosen. The Village and the FOP shall equally share the cost of services provided by AAA and the arbitrator. The Village and the FOP shall pay the cost of their own witnesses and presentation.

Section 4. The arbitrator will only have jurisdiction over the unresolved issues and other matters mutually agreed upon by the Village and the FOP. The hearing shall be private and will be conducted pursuant to the AAA's current rules. Not later than three (3) days before the hearing, the Village and the FOP shall serve on the arbitrator and the opposing party a written report summarizing the unresolved issues and other matter submitted to the arbitrator, the party's final offer on the issues and the rationale for that position. If, after submission of the parties' reports, mediation efforts by the arbitrator result in a change of final offer, a party may, with the permission of the arbitrator, submit a revised written offer to the other party through the arbitrator. No change in offers shall be permitted after testimony and evidence is heard on any particular issue involved.

Section 5. After hearing the parties, the arbitrator shall resolve the dispute between the parties by selecting on an issue-by-issue basis from between either of the party's final offers, by taking into consideration the following:

1. Past collectively bargained agreement(s), if any, between the parties;
2. Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit involved, with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. Comparability of treatment between the employees in the bargaining unit in question and the Village's employees doing work comparable to that performed



The Village of Walton Hills, and the Fraternal Order of Police, Lodge 67, 2021-2023  
by bargaining unit employees, concerning the issues submitted to binding  
arbitration;

4. The interests and welfare of the public, the ability of the employer to finance and administer the issues proposed and the effect of the adjustments on the normal standard of public service;
5. The lawful authority of the employer;
6. The stipulations of the parties;
7. Such other factors not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary resolution procedures in the public employment service.

Section 6. The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the parties.

Section 7. The award of the arbitrator is subject to review by the Court of Common Pleas having jurisdiction over the parties as provided in Chapter 2711 O.R.C.

Section 8. The award of the arbitrator is final, conclusive and binding on the Employer and the FOP and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

Article 46  
**TWELVE (12) HOUR SHIFTS**

Section 1 The Memorandum of Understanding (MOU) agreed upon between the Village of Walton Hills and FOP-CBA membership signed on 6/26/2018, shall remain in full effect for the duration of this three (3) year contract.

Article 47  
**RETROACTIVE AKNOWLEDGEMENT**

Section 1 The Village of Walton Hills shall make whole all articles of this contract, retroactive to January 1, 2021.

**Article 48**  
**DURATION**

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining: between the Employer and the FOP and except as otherwise noted herein shall become effective January 1, 2021 and shall remain in full force and effect until December 31, 2023.

For the Fraternal Order of Police

For the Village of Walton Hills

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Sgt. Melissa Walsh

Stanley Jaworski, Chief of Police

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Ptl. Thomas Cercek

Donald Kolograf, Mayor/Safety Director

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Robert Phillips, FOP Representative

Lori Sprague, HR Consultant

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John Montello, Law Director Walton Hills

Appendix "A"

HOURLY WAGE SCHEDULE  
(full-time hired prior to December 31, 2020)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Patrol Officer	\$34.82	\$35.34	\$35.96	\$36.69
Sergeant	\$38.15	\$38.72	\$39.40	\$40.19
Lieutenant	\$39.98	\$40.58	\$41.29	\$42.12

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Appendix "B"

HOURLY "STEP" WAGE SCHEDULE  
(full-time hired after January 1, 2021)

	<u>2021 step 1</u>	<u>2022 step 2</u>	<u>2023 step 3</u>
Patrol Officer	\$30.00	\$31.67	\$33.34

*\*Steps 4 & 5 to be finalized in 2024/25 contract years*

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Appendix "C"

Part Time HOURLY WAGE SCHEDULE (hired prior to December 31, 2020)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Patrol Officer	\$24.57	\$25.23	\$25.67	\$26.18

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Appendix "D"

Part Time HOURLY WAGE SCHEDULE (hired after January 1, 2021)

Patrol Officer	2021 - \$22.50	2022 - \$22.90	2023 - \$23.35
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