

AGREEMENT

This agreement is entered into between the VILLAGE OF NEWBURGH HEIGHTS (herein after referred to as the "Village.") and FRATERNAL ORDER OF POLICE LODGE 67 (herein after referred to as "FOP.")

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Newburgh Heights, establish basis for securing cooperation and goodwill between the Village, and its employees. To set forth the basic understanding between the parties covering pay, hours of work, and other conditions of employment for employees represented by the Union.

ARTICLE 1 **RECOGNITION BARGAINING UNIT**

The Village recognizes the F.O.P. as the sole and exclusive bargaining representative for all sworn fulltime officers in the rank of Patrol Officer and Sergeant, excluding all ranks above the rank of Patrolman and Sergeant for the purpose of establishing rates of pay wages, hours and other conditions of employment.

ARTICLE 2 **MANAGEMENT RIGHTS**

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the Village, and this shall include but shall not be limited to: the right to manage the operations; control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire, discipline, and discharge for just cause; layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing

patterns including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence.

ARTICLE 3
NO STRIKE / NO LOCKOUT

The F.O.P. shall not directly or indirectly call, sanction, encourage, finance, and/or assist in anyway, nor shall any employee instigate or participate directly or indirectly in any strikes, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, picketing or interference of any kind at any operation of the Village for the duration of this Agreement.

Violations of the preceding paragraph shall be proper cause for discharge or other disciplinary action.

The F.O.P. shall at all times cooperate with the Village in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the first paragraph. In the event any violation occurs, the F.O.P. shall immediately notify all employees that strike, slowdown, picketing, work stoppage, or other interference at any operation of the Village is prohibited and not in any way sanctioned or approved by the F.O.P. Furthermore the F.O.P. shall also immediately advised all employees to return to work at once.

The Village shall not lock out any employees for the duration of the Agreement.

ARTICLE 4
NON-DISCRIMINATION

Both the Village and the F.O.P. recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Village and the F.O.P. hereby reaffirm their commitments on the basis of race, color, creed, national origin, sex or F.O.P. activities.

ARTICLE 5
GRIEVANCE – ARBITRATION

The F.O.P. has the right to represent exclusively the member employees in the aforesaid bargaining unit and the right to unchallenged and exclusive representation as defined by O.R.C. Section 4117.04(A).

ARTICLE 6
GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the Village and the F.O.P. or between the Village and an employee other than probationary employees concerning the interpretation and or application of any provision of this Agreement and any disciplinary actions. Whenever the words “Mayor” or “Chief of Police” are used in this contract, they may act by a designee. When any such grievance arises, the following procedure shall be observed:

STEP 1 (A)

An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.

STEP 1 (B)

With the exception of verbal or written reprimands, an employee may be entitled of an informal hearing before the Chief of police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar days following the supervisory answer in Step I. Such request

should be set forth the complete details of the grievance, i.e. the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested. Such informal hearing shall occur as soon as reasonably possible.

STEP 2

If the employee's grievance is not satisfactorily settled at Step I, the grievance shall within seven (7) calendar days after the receipt of the Step I or Step I(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e. the facts upon which it is based. The approximate time of the occurrence the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance warning.

STEP 3

If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Mayor. Such written appeal should set forth the complete details of the grievance, i.e. the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

STEP 4

If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the Village and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS), and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement either party may request a second list from FMCS. The arbitrator selected shall

have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and FMCS shall be borne equally by the parties.

ARTICLE 7
GRIEVANCE TIMELINESS

Section 1. Grievance Filing Requirement: To be considered valid a grievance must be made and filed as set forth in this agreement. A grievance which is not timely filed under this provision shall be considered void.

Section 2. Village's Failure to Timely Answer: Where a grievance is originally filed in a timely manner and the Village fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Section 3. Extensions of Time: Once a grievance is originally timely filed the parties may by mutual agreement extend the time which to answer it or appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure to promote the expeditious resolution of any grievance.

Section 4. Status of Bargaining Parties: The F.O.P. shall have final authority in the F.O.P.'s capacity as exclusive representative of the employees covered by this Agreement. To withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the F.O.P. determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. The Village may withdraw any grievance it files at any time.

Section 5. Village Grievances: Should the Village file a grievance against the F.O.P. for any violation of this contract it shall file such grievance in writing with the F.O.P. setting forth the details of the grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the

Grievance remains unresolved (unless the time be extended mutual agreement). The Village may submit the Grievance to arbitration with the same procedure as found in grievance procedure Step 4. The Village may also elect to request any other remedy provided by the laws of the State of Ohio.

Section 6. Finality of Resolution: The Grievance procedure set forth in this article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the Village, the F.O.P., and the employees.

Section 7. Meetings on Grievances: The Chief of Police and/or the Safety Director and the F.O.P. may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE 8 **DISCIPLINE**

Section 1. Discipline for Just Cause: Disciplinary Action taken by the Village for a non-probationary employee shall be only for just cause. Disciplinary action taken against a probationary employee shall not be appealable through the grievance procedure addressed in this Agreement.

Section 2. Notice of Charges and Discipline: A non-probationary employee shall be provided a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. Said notice shall be provided no less than seventy-two (72) hours prior to the pre-disciplinary conference that may result in suspension, loss or reduction of pay, demotion or termination of employment. The Employee shall be entitled to attend the conference, with or without a F.O.P. representative of their choosing, or to waive attendance to the conference.

Section 3. Forms of Discipline: Forms of discipline shall be ordinarily be progressive in nature and shall be administered consistent with the Village of Newburgh Heights Policy Manual effective June 2023 and any subsequent amendments thereto.

Section 4. Access to Information: An employee shall be permitted to review his or her own departmental work product, i.e. notes, report, body worn camera or dash cam video or audio prior to providing a written statement or submitting to an investigation interview concerning a formal internal investigation. Additionally, an employee shall be permitted to review the dash/body camera, video or audio recordings produced as a result of another officer(s) involvement in the incident under internal investigation if the incident involves the use of force or results in physical harm to a citizen.

ARTICLE 9
WAGES, OVERTIME, AND COMPENSATION TIME

Section 1. Wages: (Hourly rates of pay, payable bi-weekly). The following sets forth the hourly wage rates for bargaining unit employees holding classifications within the Village as fulltime Patrol Officers and Sergeants employed by the Village as of October 18, 2024:

Employee	Pre-Contract Rate	Effective 09/29/2024 3.0% Increase	Effective 02/02/2025 2.5% Increase	Effective 02/01/2026 3.5% Increase
Makayla Barfield	\$26.50	\$27.30	\$27.98	\$28.96
Tyler Dankovich	\$28.56	\$29.42	\$30.15	\$31.21
Robert Glazer	\$28.00	\$28.84	\$29.56	\$30.60
Matthew Hitch	\$26.50	\$27.30	\$27.98	\$28.96
Daniel Kolcan	\$28.00	\$28.84	\$29.56	\$30.60
Garron Rose	\$28.00	\$28.84	\$29.56	\$30.60
Spencer Tahsler	\$28.56	\$29.42	\$30.15	\$31.21
Darien Tillett	\$23.50	\$24.21	\$24.81	\$25.68
Russell Veverka	\$28.00	\$28.84	\$29.56	\$30.60

Rachel Halaska	\$32.50	\$33.48	\$34.31	\$35.51
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Any bargaining unit employee hired after October 4, 2024, will be paid in accordance with the Village's wage ordinance then in effect

Section 2. Signing Bonus: In lieu of retroactive wage increases, fulltime bargaining unit members holding classifications as Patrol Officers or Sergeants with the Village on October 4, 2024, will receive a one-time, lump sum payment of one thousand five hundred and 00/100 dollars (\$1500.00), less all applicable taxes and withholdings. The one-time payment shall be paid by the Village with the first full payroll period ending after the contract is ratified by the FOP and by the Village. For the purposes of this Section, ratification means: (i) approved by a majority of the bargaining unit employees eligible to vote; and (ii) approved by the Village through legislative action.

Section 3. Field Training Officer: Certified Field Training Officers will be awarded a seven hundred fifty dollars (\$750) bonus upon completion of the new officer's field training regardless of the new officer's prior experience. In the event a Certified Field Training Officer is asked to train a second (2nd) new officer in the same calendar year then the Certified FTO will be awarded a five hundred dollars (\$500) bonus upon completion of the new officer's field training regardless of the new officer's prior experience. This will not apply to bailiffs or photo enforcement officers.

Section 4. Overtime, Compensatory Time: Members of the F.O.P. shall be given the option of accumulating not more than eighty (80) hours of compensatory time off or being paid for overtime at the following rate: Overtime shall be paid for, or compensatory time for each hour of overtime. There shall be no minimum overtime. When it is determined that overtime is to be utilized, the Village will select an employee to fulfill that shift based upon the needs of the department. An "order-in list" shall be maintained by the Union and followed by the Village when deemed necessary to order in personnel. Because the order-in list is created and maintained by the Union, no grievance may be filed by any Member concerning order-in overtime.

Section 5. Court Time: Patrolmen and Sergeants not including photo enforcement officers, who are notified to appear in court or are subpoenaed for depositions, shall be compensated additionally if not on duty. The minimum time shall be three (3) hours of compensation shall be paid to the Police Officer. If notice of subpoena is cancelled within 12 hours before the officer is to arrive at the court or disposition, the officer shall be paid for said Court time. Those officers that are called to court and are released prior to three (3) hours are to check with the Officer in Charge before release to go home.

Section 6. Call – In Pay: Police Officers who are notified to return to the Police Station for duty during time that they originally have scheduled off duty shall remain at work for a full three (3) hours. If notified by a supervisor that all work is completed, the Police Officer may elect to go off duty prior to working three (3) hours. If the Police Officer elects to go off duty prior to working three (3) hours they will be compensated for the actual time they worked, with the minimum pay being one (1) hour. The Police Officer shall be entitled to remain on duty for a minimum of three (3) hours pay or work provided they respond to the notice by appearing in the station, on the clock, before any notice that the call off had been rescinded. A Police Officer may not be simultaneously compensated for work by an outside entity (i.e. side job) and the Village under this section. Police Officers responding to call outs for special assignments unrelated to routine patrol shall always be entitled to a minimum of three hours pay regardless of the length of time worked.

Section 7. Holiday Work: Should an employee be scheduled and in fact work on a holiday, he/she shall be paid in accordance with the Village of Newburgh Heights Personnel Policy Manual effective June 2023, which provides as follows:

New Years Day

Martin Luther King Jr. Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Section 8. Credit For Service as A Village of Newburgh Heights Part-time Patrol Officer:

Hours of service to the Village as a part-time Patrol Officer will be considered for years of service purposes under this Article in terms of an employee's wage rate if said employee is later appointed as a fulltime Patrol Officer. For example, a part-time employee who has worked 10,900 hours for the Village as a parttime Patrol Officer, who is then appointed as a fulltime Patrol Officer will be considered a Class A fulltime Patrol Officer for wage progression purposes.

Section 9. Starting Rates of Pay are Contractual Minimums: The Village of Newburgh Heights has the sole and absolute discretion to consider an applicant for employment's prior law enforcement experience for other public agencies when determining the appropriate starting rate of pay under this Agreement. While the starting rates of pay set forth in this Article are contractual minimums, the Village may not start any newly hired employee holding the job classification of fulltime/part-time Patrol Officer, fulltime/parttime Sergeant, or fulltime/parttime Photo Enforcement Officer at a rate of pay above those set forth in this Agreement.

ARTICLE 10
WORKWEEK/SCHEDULING

Section 1. Scheduling: The scheduling of fulltime officers will be at the discretion of the Chief of Police. A pay period is equivalent to 80 hours. Assignment of shifts will be based upon seniority and/or the needs of the department as determined by the Chief of Police. The detective position, if occupied, is exempt from shift work but may be placed there by the Chief of Police or his designee depending on the scheduling needs of the department.

1. Fulltime officers are eligible for overtime compensation, or accrual of compensatory time.

- a. Unscheduled overtime does not require prior approval from the Chief of Police, but notification should be made as soon as practical by the officer. Examples would be working beyond scheduled shift due to activity, emergencies or other unforeseen circumstance.
 - b. Scheduled overtime shall have a minimum of 24 hours of advanced approval from the Chief of Police otherwise this may be denied.
2. Benefit time off may be used by fulltime officers. Officers may only use benefit time they have accrued. FT officers are responsible for monitoring their balance of benefit time.

ARTICLE 11 **DUES DEDUCTION**

Section 1. Equal Opportunity to Become a Member: All employees in the bargaining unit may become dues paying members of the F.O.P. Nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

Section 2. Dues Deduction: The Employer agrees to deduct F.O.P. dues and fees from any member of the bargaining unit who provides written authorization for a payoff dues and fees deduction. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Village in complying with the provisions of this Article.

ARTICLE 12 **VACATIONS**

Section 1. Vacation Eligibility: Fulltime Patrol Officers and Sergeants are eligible for paid vacation benefits pursuant to this Article. For the purposes of this Article, “fulltime” bargaining unit employees are those who are employed by the Village’s Division of Police and who hold the job title of Sergeant of Patrol Officer. Said bargaining unit members must be employed in a “fulltime” capacity as defined by the Village. Part-time employees are not eligible for this benefit.

Section 2. Vacation Pay: Vacation time off is paid at the employee's base rate at the time of vacation. The amount paid for vacation time does not include overtime or any special forms of compensation including, but not limited to, incentives, commissions, and bonuses-or-shift differentials.

Section 3. Vacation Accrual: Eligible employees are credited with their annual vacation entitlement on their anniversary date (based on their most recent date of hire with the Village as a fulltime Division of Police employee).

Section 4. Vacation Carryover: Eligible employees are expected to use all their vacation time within twelve (12) months of their annual anniversary date of hire. Unused vacation time will not rollover and it will be forfeited. No bargaining unit member may have more than four (4) weeks (160 hours) of vacation time in any vacation year. Unused vacation time is forfeited if not used in a vacation year.

Section 5. Vacation At Separation of Employment: Upon termination of employment, an employee will be paid for accrued but unused vacation time calculated as of the date of termination of employment.

Section 6. Vacation Earnings: Eligible employees earn vacation pursuant to the following, based on their years of service to the Village:

VACATION EARNING SCHEDULE:

Continuous service of one (1) through five (5) years	80 hours
Continuous service of six (6) through nine (9) years	120 hours
Continuous service of ten (10) or more years	160 hours

Section 7. Calculating Vacation Entitlement/Accrual: For purposes of calculating years of continuous service under this vacation policy, an employee will be deemed to have commenced employment on the first day of the month in which his/her employment commenced.

Section 8. Vacation Credit Based on Prior Service to the Village's Division of Police: For vacation accrual and eligibility purposes, the Village will credit an eligible employee's prior service to the

Village's Division of Police (fulltime and/or part-time), regardless of his or her breaks in service. For the purposes of vacation accrual and eligibility, eligible bargaining unit employees will receive one (1) year of service for vacation accrual and eligibility purposes based on the total hours of service that he/she performed for the Village's Division of Police. Prior hours of service will be considered in units of two thousand eighty (2080) hours, with two thousand eighty (2080) hours constituting one (1) year of service. Fractional years of prior service will not be considered for vacation accrual and eligibility. The following examples illustrate how prior service to the Village's Division of Police will be considered for vacation accrual and eligibility purposes:

Example 1. An employee of the Village's Division of Police performs four thousand five hundred (4500) hours of service as a part-time employee from 2019-2023. In 2024, the employee is hired as a fulltime Patrol Officer. For vacation eligibility and accrual purposes, the Village will credit the employee with two (2) years of service (i.e., the employee performed 4500 hours of service, the Village credits prior service in increments of 2080 hours, with 2080 hours constituting 1 year of service). No credit is given for fractional years of prior service.

Example 2. An employee of the Village's Division of Police performs two thousand two hundred (2200) hours of service as a fulltime employee from 2021-2022. The employee separates from the Villages service in 2022, and then returns to work for the Village as a fulltime Patrol Officer in 2024. For vacation eligibility and accrual purposes, the Village will credit the employee with one (1) year of service (i.e., the employee performed 2200 hours of service, the Village credits prior service in increments of 2080 hours, with 2080 hours constituting 1 year of service). No credit is given for fractional years of prior service.

Example 3. An employee of the Village's Division of Police performs seven thousand (7000) hours of service for the Village as a fulltime and as a parttime employee from 2009-2014. The employee separates from the Village's service in 2014, and then returns to work for the Village as a fulltime Patrol Officer in 2025. For vacation eligibility and accrual purposes, the Village will credit the employee with three (3) years of service (i.e., the employee performed 7000 hours of service, the Village credits prior service in increments of 2080 hours, with 2080 hours constituting 1 year of service). No credit is given for fractional years of prior service.

A full-time employee having accrued, unused vacation time earned with any Ohio political subdivision, governmental agency or governmental office, and who was employed by such Ohio political subdivision, governmental agency or governmental office prior to the commencement of employment with the Village, may not transfer vacation time to the employee's vacation time account with the Village.

Section 9. Vacation Scheduling: To take vacation, an employee must request advance approval from his/her Department Head. A request for vacation time may be reviewed under any number of factors including, but not necessarily limited to, the Village's business, staffing and scheduling needs, and may be granted or denied in the sole discretion of the Village. For this reason, it is suggested that vacation requests be made at least two (2) weeks in advance of the proposed starting date.

Any police personnel who intend to take forty (40) or more working hours of vacation during the months of September, October, November, or December should submit their vacation requests prior to August of that year.

ARTICLE 13 **HOLIDAYS**

Section 1. Paid Holidays: The Village of Newburgh Heights will grant time off to all bargaining unit employees on the holidays listed below. Parttime employees are not eligible to receive holiday benefits.

Holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Election Day** (see below)

** Notwithstanding the foregoing, on a day on which any local, state or federal primary, general or special election is scheduled with respect to which any full-time employee has the right to cast his/her vote, such employee shall be permitted to take up to two (2) hours of paid time off for the purpose of casting their vote in such election. Prior to receiving payment for Election Day hours, any employee who takes paid time off

under this Election Day policy shall be required to provide a written statement, in a form approved by the Village, to the Village's Fiscal Officer that the employee voted in the election in question. The Village reserves the right to verify such statement by requesting proof from the applicable local Board of Elections. Any false statement made hereunder by an employee shall constitute grounds for discipline up to and including termination of employment.

Section 2. Holiday Pay: Full-time employees shall be paid the equivalent number of hours of paid Holiday time for each holiday based on an 8-hour shift schedule, but not including any overtime hours worked. For example, an employee who normally works an eight-hour shift and works a twelve-hour shift on a holiday will receive eight hours of paid Holiday time as paid-time-off in addition to compensation for the twelve-hour shift. Holiday pay will be calculated based on the employee's straight pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If an eligible nonexempt employee works on a recognized holiday, he or she will receive wages at one and one-half times his/her straight-time rate for the hours worked on the holiday. Additionally, the employee shall receive holiday pay at the time that the holiday is taken pursuant to this section. Any full-time police officer that does not work on a recognized holiday as listed herein, shall receive eight (8) hours of straight time pay at the officer's regular hourly rate. Any full-time police officer that works on one of the recognized holidays as listed herein, shall receive compensation at the rate of one and one-half (1.5) of his/her usual rate of pay, in addition to receiving eight (8) hours of straight time pay at the officer's regular hourly rate.

Section 3. Holiday Pay Eligibility: The Village will grant paid holiday time off to all eligible employees who have completed thirty (30) calendar days of service in an eligible employment classification and who meet the following mandatory attendance requirements: (i) the employee shall have worked a minimum of $\frac{1}{2}$ of a shift (4 hours) on the work day immediately preceding the Holiday, unless the employee takes a vacation day on the immediately preceding work day, in which case the employee shall be required to have worked a minimum of $\frac{1}{2}$ of a shift (4 hours) on the work day immediately preceding any vacation day(s); and (ii) the employee shall have worked a minimum of $\frac{1}{2}$ of a shift (4 hours) on the work day immediately following the Holiday, unless the employee takes a vacation day on the work day immediately

following the Holiday, in which case the employee must work a minimum of ½ of a shift on the work day immediately following any such vacation day(s). By way of example only, if a Holiday falls on a Monday, the employee must work on the Friday immediately preceding and the Tuesday immediately following the Holiday, unless the employee takes a vacation day on, for example, the Tuesday following the Holiday, in which case the employee must work the Friday immediately preceding the Holiday and the Wednesday immediately following the Holiday and the vacation day.

Section 4. Holiday Observance: A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's use of paid vacation time off, the holiday pay will be provided instead of the vacation benefit that would otherwise have applied, provided that the employee meets the mandatory attendance requirements for Holiday pay as set forth above.

ARTICLE 14 **PERSONAL HOURS**

Section 1. Eligibility: Fulltime bargaining unit employees shall receive thirty-two (32) Personal Time Hours annually, to be used for observance of religious, cultural days and family events.

Section 2. Using Personal Time: Personal hours may be used in a minimum of 1-hour increments. Personal hours must be used in the calendar year they are accrued. Failure to use personal hours in the year that they are accrued shall operate as a waiver of those personal hours. Personal time off is paid at the employee's base rate at the time of personal time use. The amount paid for personal time does not include overtime or any special forms of compensation including, but not limited to, incentives, commissions, and bonuses-or-shift differentials.

Section 3. No Carryover or Transfer: A fulltime employee having accrued, unused personal time earned with any Ohio political subdivision, governmental agency or governmental office, and who was employed by such Ohio political subdivision, governmental agency or governmental office prior to the

commencement of employment with the Village, may not transfer personal time to the employee's personal time account with the Village.

Section 4. Personal Time at Separation of Employment: Upon termination of employment, an employee will be paid for accrued but unused personal time calculated as of the date of termination of employment.

ARTICLE 15 **HOSPITALIZATION**

Section 1. Eligibility: Member of the Police Department shall be entitled to medical coverage, including vision, hearing, life insurance, and prescription drug coverage as set forth in the Village of Newburgh Heights Personnel Policy Manual effective June 2023 and any subsequent amendments thereto.

Section 2. Employee Wage Deductions: Members of the Police Department that elect such health and hospitalization insurance benefit plan shall have the applicable premium deducted from their paycheck on a pre-tax basis in accordance with the Village's customary payroll practices. Each member of the Police Department shall be eligible to elect a single plan option (i.e., sign coverage, family coverage, etc. as offered under the Plan.) dental and vision plans. See attached Exhibit A for full insurance information.

ARTICLE 16 **PENSION**

Section 1. Compliance With State Law: The Village agrees that it will make contributions to the applicable Ohio Police & Fire Pension Fund in accordance with applicable law on behalf of all bargaining unit members.

ARTICLE 17 **UNIFORMS, EQUIPMENT, BODY ARMOR**

Section 1. Annual Clothing Allowance: Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first year of service. Thereafter, each member shall be entitled to a clothing allowance of five hundred dollars (\$500) per year in the second pay period in February.

Section 2. Uniforms Provided by The Village: In addition to the monetary allowance provided above, members of the Police Department will be issued the following uniform items each year:

- Up to three (3) long sleeve uniform shirts
- Up to three (3) short sleeve shirts
- Up to three (3) pairs of uniform pants

Section 3. Body Armor: Members of the Police Department shall be afforded up to seven hundred fifty dollars (\$750) for Level III body armor vest purchased by the Village after appointment. If the officer leaves the department for any reason, he or she will be required to repay the village for vest based upon the following scale:

1 Day to 3 Months= 100% of cost of vest

3 to 6 Months= 75% of cost of vest

6 to 9 Months= 50% of cost of vest

9 to 12 Months= 25% of cost of vest

After 12 months the vest belongs to the officer and is not required to repay the Village.

ARTICLE 18 **SICK LEAVE**

Section 1. Sick Leave Benefits - Eligibility: The Village of Newburgh Heights provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries. Part-time employees are not eligible for this benefit. Employees can request use of paid sick leave after completing a waiting period of 30 calendar days from the date they become eligible to accrue sick leave benefits. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment unless covered under Section 9 of this Article below, relating to retirement.

Section 2. Using Sick Leave Benefits: Employees who are unable to report to work due to illness or injury should notify their direct Department Head before the scheduled start of their workday, if possible. The Department Head must also be contacted on each additional day of absence.

Section 3. Return to Work Medical Examinations: The Village requires an employee who has missed three (3) or more consecutive workdays due to personal illness or injury to successfully complete a return to work medical examination or certification process, or provide self-person documented evidence that will be presented to the Fiscal Officer or designee for notarization. Any medical examination or certification is to be conducted and/or provided by a licensed practitioner, cost of which is employee's expense. All verification documentation must include beginning and ending dates of personal illness or injury. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Section 4. Sick Leave Accrual: For each completed eighty (80) hours in active pay status, employees earn four and six-tenths (4.6) hours of sick leave. Active pay status is defined as hours worked. Active pay status does not include hours on vacation, holiday hours, overtime, and hours of paid sick leave. The following rules apply to sick leave accrual and use:

1. There is no limit on the amount of sick leave accrued.
2. Sick leave shall be charged in minimum amounts of one hour.
3. Employees approved for sick leave shall be paid at the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.
4. An employee requesting sick leave shall inform his/her Department Head or other designated person, of the fact and the reason at least four hours prior to his/her scheduled starting time, or as soon as practicable. Failure to do so may result in denial of sick leave

for the period of absence. The Department Head must also be contacted on each additional day of absence.

Section 5. Sick Leave Usage: An employee may request sick leave for absences resulting from illness as described below, provided they follow the "Notification of Absence" policy outlined in this Agreement. Sick leave may be requested for the following reasons:

1. Illness/injury of an employee or a member of the employee's immediate family.
2. Exposure of the employee or a member of the employee's immediate family to a contagious disease, which would have the potential of jeopardizing the health of the employee or the health of others.
3. Pregnancy, childbirth and/or related medical conditions.

Section 6. Leave Sick Leave is Exhausted: After sick leave is exhausted, vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Department Head. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Village, be granted a personal leave of absence without pay for a period not to exceed six (6) months. Illnesses exceeding six months will be considered Disability Leave and return to work will require a physical examination as described in Village Ordinance 121.03.

Section 7. Sick Leave Abuse: An employee fraudulently obtaining sick leave, or anyone found falsifying records will be subject to disciplinary action up to and including termination. Altering physician's certificate, falsification of a written, signed statement, or providing false self-documented data shall be grounds for immediate dismissal.

Section 8. Additional Provisions Relating to Sick Leave Usage: As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used

to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or Village provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Section 9. Sick Leave at Retirement: Upon retirement, any employee covered herein who has completed ten (10) or more years of fulltime service with the Village will be eligible to convert to cash accrued unused sick time (thereby eliminating all sick time credit accrued but unused) in amount equal to the lesser of 25% of all unused sick time or 30 days of accrued unused sick time, provided that for purposes of making any calculation hereunder, any sick time shall not be considered accrued unless it was accrued during any period of time occurring after expiration of the employees tenth (10th) year of employment with the Village. For purposes of this section, "Retirement" shall mean commencement of disability or service retirement under Ohio Public Employees Retirement System within thirty (30) days of leaving employment with the Village. \

Section 10. Transfer of Sick Leave: A fulltime employee having accrued, unused sick time earned with any Ohio political subdivision, governmental agency or governmental office, and who was employed by such Ohio political subdivision, governmental agency or governmental office within the twelve-month period prior to the commencement of employment with the Village, may transfer up to one hundred sixty (160) hours of sick time to the employee's sick time account with the Village. The employee may utilize any such transferred sick-time at the employee's discretion, provided that the employee shall be obligated to comply with the terms and provisions of this Agreement. Transferred sick time shall be used and/or accounted for first in priority. Sick time transferred from a former employer is not eligible to be cashed out upon retirement or otherwise.

ARTICLE 19 **INJURY LEAVE**

Section 1. Workers' Compensation: The Village of Newburgh Heights provides a

comprehensive workers' compensation insurance program at no cost to employees. This program covers any work-related injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. Neither the Village nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity.

Section 2. Administration of Workers Compensation: State law provides that every Village employee is eligible for Workers' Compensation for injuries arising out of, or in the course of employment. Guidelines for administering Workers' Compensation are set forth as follows:

1. Should an employee be injured during the course of employment with the Village, no matter how serious the injury, he/she shall notify the Department Head/Supervisor. A report shall be completed by the Department Head/Supervisor, regardless of the apparent seriousness of the injury, or whether medical attention is required. Such report shall be forwarded to the employee's Department Head if completed by a Supervisor, no later than twenty-four (24) hours after the accident. The Department Head must forward the completed report within twenty-four (24) hours to the Fiscal Officer.
2. Should the Department Head/Supervisor determine medical treatment is necessary, the employee must immediately go to the nearest hospital or other facility for treatment. The employee shall advise the hospital, or other facility, which provides the medical attention, that the injury occurred on the job so that the proper forms can be completed.
3. In the event of a serious injury, the injured employee's Department Head shall notify the Administration immediately so that, if necessary, an investigation may be initiated. The Village also reserves the right to investigate any workers' compensation claims that it believes may be fraudulent.
4. Workers' Compensation claim forms shall be completed by the injured employee for the purpose of initiating compensation claims.

5. The Department Head must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing to their Department Head their expected date of return (if known).
6. Any documents received from the injured employee, his/her physician, hospital, or the State, regarding Workers' Compensation claims must be immediately forwarded to the Department Head. Within twenty-four (24) hours the Department Head will forward documents to the Fiscal Officer.
7. When an employee claims a disability under Workers' Compensation system, the Department Head will consider making a reasonable accommodation that would allow the employee to continue performing the essential functions of his/her job. It is not guaranteed that all job categories will have alternative, restricted, or modified duty available.
8. When submitting information to the Bureau of Workers' Compensation or the Industrial Commission, the Employer will include:
 - a. Copies of the employee's job description specifying the essential functions;
 - b. Related medical records; and
 - c. Any offer of reasonable accommodation.
9. The employer should provide the same information to any examining physician or other appropriate, licensed practitioner.
10. The Village has the right to send all employees needing independent physical exams for occupational injuries to the physician of record with the Village's Third Party Administrator.

ARTICLE 20
BEREAVEMENT LEAVE

Section 1. Eligibility: All fulltime bargaining unit members are eligible to receive Bereavement Leave of three (3) days off for the death of a family member as defined herein, comprised of two (2) days of paid bereavement leave and one (1) day of unpaid bereavement leave. Parttime employees are eligible to receive Bereavement Leave of three (3) unpaid days off for the death of a family member, as defined herein.

Section 2. Use of Bereavement Leave: Eligible employees wishing to utilize Bereavement Leave for the death of a family member (as defined herein) should notify the Chief of Police immediately. Approval of Bereavement Leave will occur in the absence of unusual operating requirements. Any eligible employee may, with the Chief of Police's approval, use any available paid leave for additional time off as necessary due to the death of a family member (as defined herein).

Section 3. Paid Bereavement Leave: Bereavement pay is calculated on the base pay rate at the time of the employee's absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Section 4. Family Member Defined: For the purposes of this Article, the Village of Newburgh Heights defines "family member" as the employee's: spouse; parent; grandparent; child; sibling; spouse's parent; spouse's child; spouse's sibling; or the employee's child's spouse.

ARTICLE 21
UNION LEAVE

Section 1. Union Leave: The President or other duly authorized representative of the FOP's Executive Committee may have up to sixteen (16) hours of leave annually for Union activities such as

attending Union related meetings, conventions, completing Union related tasks or projects, etc. The use of Union Leave shall be tracked and recorded by the Village. Union Leave shall be approved at the discretion of the Chief of Police and should be scheduled at least two (2) calendar weeks in advance. No more than two (2) FOP representatives may be off under this Section at any time during a calendar year.

ARTICLE 22
USE OF LEAVE TIME

Section 1. Minimum Increments of Vacation And Sick Time: Vacation and sick leave shall be taken in increments of not less than fifteen (15) minutes, and the total amount of vacation and/or sick leave taken shall not be less than one (1) hour.

ARTICLE 23
MILITARY LEAVE

Section 1. Military Leave: Military Leave shall be granted as set forth in the Village of Newburgh Heights Personnel Policy Manual effective June 2023, as amended from time to time.

ARTICLE 24
RETIREMENT/TERMINATION OF EMPLOYMENT

Section 1. Presentation of Equipment at Retirement: In recognition of dedicated service to the Village of Newburgh Heights, upon the retirement of any police officer with twenty (20) or more years of service, the officer shall be presented with his/her basic daily equipment, including the officer's: service weapon; handcuffs; and accumulated badges.

Section 2. Termination of Employment: Members of the Village's Division of Police shall terminate their office and employment not later than their sixty-fifth (65th) birthday. Additionally, a bargaining unit member's mental and/or physical inability to safely perform the requirements of the

employee's position shall constitute just cause for termination.

ARTICLE 25
PERSONNEL FILES AND POLICY

Section 1. Personnel Files: The Village of Newburgh Heights maintains a personnel file for each employee, located in the Fiscal Officer's office. Personnel files and information shall be confidential to the extent allowable by law. In general, the Village's personnel files are public records and the Village must permit their inspection. Current law requires that every public office that receives a request for information must provide copies of all public records at cost and within a reasonable amount of time following the request.

Section 2. Basic Personnel File Information: Subject to redaction of social security numbers and other confidential/privileged information, the following are some of the documents that are pertinent to the personnel file:

1. Employment Application
2. I-9 Form – Employment Eligibility Verification
3. Federal Withholding Tax Form W-4
4. State Withholding Tax Form IT-4
5. Pension Application
6. Return to Work Release
7. Evaluations

Section 3. Other Records Retained: The Village shall make and keep for a period of not less than three (3) years a record of the name, address, and occupation of each Village employee, rate of pay and amount paid each pay period to each employee, the hours worked each day and each work week by the

employee, and other information, as the Ohio Director of Commerce prescribes by rule as necessary or appropriate for the enforcement of section 4111.03 of the Ohio Revised Code, or of the rules there under.

Section 4. Right To Review Personnel File: The Ohio Open Records Law permits employees or their legal or Union representatives to review their own personnel file. Please contact the Fiscal Officer to set up an appointment.

Section 5. Employment References: To ensure that individuals who join the Village of Newburgh Heights are well qualified and have a strong potential to be productive and successful, it is the policy of the Village to check the employment references of all applicants. The Village will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, except for data available under R.C. 149.43.

Section 6. Duty To Notify of Changes: It is the responsibility of each employee to promptly notify the Village of Newburgh Heights of any personnel data changes. If any personnel data has changed, notify your Department Head. Personal mailing addresses, marital status, telephone numbers, number and name(s) of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, associations with any government military service organization and other such status reports should be accurate and current at all times.

ARTICLE 26 **LEGALITY**

Section 1. Legality of Agreement: It is the intent of the FOP and the Village that this Agreement comply with all applicable laws, including Village Charter requirements, governmental regulations, and judicial opinions that have the effect of law. If it is determined by a proper authority that any provision

of this Agreement conflicts with applicable law, the provision will be null and void, with the remaining provisions of the Agreement remaining in force in effect.

ARTICLE 27
TRAINING TIME

Section 1. Travel Time – Eight (8) Hour Shift Employees: Bargaining unit employees will use a Village vehicle to travel to and from required training programs, if available, upon approval by the Chief of Police. Bargaining unit members have the option to drive from their homes with their personal vehicles if they choose to do so.

ARTICLE 28
LABOR MANAGEMENT & SAFETY COMMITTEE

Section 1. Labor Management & Safety Committee Composition: The Labor, Management & Safety Committee shall consist of the Chief and designee and the F.O.P. executive committee. The committee may meet quarterly or as needed by mutual agreement for the purpose of:

1. To exchange or discuss issues of interest to the parties.
2. To discuss ways to improve efficiency or effectiveness of service to the community.
3. To promote harmonious relations between the F.O.P. and the Employer.
4. To discuss occupational safety and health issues.

Section 2. Meetings of Labor Management & Safety Committee: Either party may submit in writing a request to the other party to meet and shall exchange a written agenda five (5) business days in advance of the meeting. The FOP Committee members shall suffer no loss of pay while attending Committee meetings.

ARTICLE 29
SENIORITY

Section 1. Seniority Defined: "Seniority" shall be defined as follows for the purposes of this Agreement:

1. **Total Seniority.** Total seniority is an employee's uninterrupted length or continuous fulltime employment with the Village of Newburgh Heights.
2. **Departmental Seniority.** Departmental seniority is an employee's total uninterrupted length of fulltime employment with the Newburgh Heights Police.
3. **Classification Seniority.** Classification seniority is an employee's total uninterrupted continuous fulltime service as a patrol officer, or sergeant.
4. **Breaks in Seniority.** The following situations constitute breaks in continuous service:
 - A. Retirement, voluntary resignation or termination of employment.
 - B. Layoff for more than thirty-six (36) months or failure to return to duty within twenty-one (21) calendar days of a recall from layoff.
 - C. Failure to return to duty within three (3) calendar days from leave of absence.

ARTICLE 30
LAYOFF AND RECALL

Section 1. Notice: When the Village determines that a lack of work, lack of funds or reorganization in operations requires a reduction in force (i.e., layoff or abolishment), the Village shall notify the FOP and the affected employee(s), in writing, at least thirty (30) calendar days in advance of the effective date of reduction. The Village, upon request from the FOP agrees to meet and discuss the impact of the reduction of force on FOP members.

Section 2. Procedure: When the Village determines that a reduction in force will occur, affected employee(s) will be reduced in accordance with seniority within the affected job classification, with the least senior employee subject to reduction first.

Section 3. Bumping Rights: An employee residing in a higher classification, i.e., Sergeant, or other ranking officers shall be reduced in accordance with classification seniority within the affected job

classification and may displace lower ranking employees in accordance with total seniority with the Village. Patrol officers with the least amount of total seniority shall be laid off first provided that any part-time employees or probationary employees are laid off first.

Section 4. Recall Rights: Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees shall be recalled in inverse order of the layoff, i.e., most senior recalled first. Recall notice(s) shall be sent to employee(s) by registered mail and a copy to the FOP. The recalled employee shall have fourteen (14) calendar days, following the date of receipt of notice of recall to inform the employer of the employee's intention to return to work.

Section 5. Supersession: The parties specifically intend the provisions of this Article to supersede applicable provisions of the Ohio Revised Code regarding layoff and recall.

ARTICLE 31 **DURATION**

This Agreement represents a complete and final understanding on all bargaining issues between the City and the FOP, and shall supersede previous Agreements. It shall be effective and remain in full force and effect upon ratification (defined as approval by a majority vote of the eligible bargaining unit employees and approval through the Village's legal process) until December 31, 2026, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party give timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

ARTICLE 32 **NEGOTIATION PROCEDURE**

Section 1. Notice to Negotiate: Either party to this Agreement may initiate collective bargaining negotiations for a successor collective bargaining agreement by providing the other party with a written notice to negotiate at least sixty (60) but not more than ninety (90) calendar days prior to contract expiration.

The parties agree that the existing contractual terms set forth in this Agreement will remain in force and effect while negotiations are ongoing, through and including the impasse procedures set forth herein.

Section 2. Location of Meetings: Contract negotiation meetings will be held on the Village's premises, at mutually agreed upon times and dates.

Section 3. Dates and Times of Meetings: Contract negotiation sessions will be scheduled by mutual agreement between the Village and the FOP, on an as needed basis. Unless altered by mutual agreement between the Village and the FOP, negotiation sessions will be at least three (3) hours in duration. Either party may call for a caucus at any time during the negotiation session.

Section 4. Bargaining Committee: The Village and the FOP will select the individuals who will constitute their respective bargaining committees. The FOP's bargaining committee will not exceed three (3) bargaining unit members and may include a representative of the FOP who is not a bargaining unit member. The Village and the FOP will each designate one (1) Chief Negotiator, who will serve as his or her party's primary spokesperson. The Chief Negotiator may call upon other committee representatives to address specific issues during the negotiation process.

Section 5. Written Proposals/Materials: The Village and the FOP will submit their respective proposals and/or counter proposals in writing, with sufficient copies for each member of the opposing bargaining committee. Any oral proposal or counter proposal will be reduced to writing and provided to the other party upon request. The parties agree that they will endeavor to provide one another with a full list of their written proposals (economic and non-economic) by their first collective bargaining session.

Section 6. Agreements: The following processes will be followed during negotiations:

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

- B. 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.
- C. Tentative agreements will bind the bargaining teams and preclude withdrawals or substitutions of tentative agreements until exhaustion of the ratification process. However, the parties may mutually agree to the withdrawal or substitution of a tentative agreement at any time.
- D. Within thirty (30) calendar days of reaching a final tentative agreement on all Articles, the FOP bargaining committee will present the final tentative agreement to the bargaining unit for ratification, and the Village will likewise present the final tentative agreement to Council for ratification.
- E. Within thirty (30) calendar days of ratification, the Village will provide the FOP's bargaining committee with a redlined copy of the final tentative agreement in contract form, showing all modifications to the existing contract document. Within ten (10) calendar days of receiving the redlined contract, the FOP's bargaining committee will notify the Village of any needed corrections and/or modifications. The parties will execute the ratified collective bargaining agreement upon their agreement on the form and contents of the final document.

Section 7. Meeting Notes: No recording or transcriptions of bargaining sessions are permitted.

Each party is responsible for taking its own meeting notes during collective bargaining.

Section 8. Media/Publication: The parties agree that during the negotiation period (through impasse, as defined below), neither party will issue a statement to the news media on an individual basis regarding the topics of negotiations. If, in the normal course of negotiations a press release becomes necessary, the contents of the release will be mutually agreed upon by both parties. Failure to abide by this Section of the Agreement may result in the cessation of the negotiation process and declaration of immediate impasse.

Section 9. Impasse. Either party may declare impasse if the following conditions have been met:
(i) the collective bargaining agreement has expired; (ii) the parties have held at least three (3) collective

bargaining sessions; and (iii) the parties have not reached a negotiated tentative agreement on all contractual Articles.

Once impasse has been declared, the following arbitration procedures will apply:

- A. The party declaring impasse will request a list of seven (7) neutral arbitrators from FMCS who:
(i) have an office location in Ohio; (ii) are members of the National Academy of Arbitrators; and (iii) have experience with safety forces interest arbitration. The initiating party will provide the other party with a copy of the list, once it is received from FMCS. The party declaring impasse and requesting the list of neutral arbitrators will pay the costs associated with the list. At any time, the parties may mutually agree upon a neutral arbitrator who will be appointed to resolve their contract dispute.
- B. The parties agree to strike the FMCS panel through the mutual strike method. Prior to striking, the parties will determine which party strikes first through a coin toss (the party winning the coin toss will determine whether it strikes first or second). The last panel member remaining on the FMCS list will serve as the parties' arbitrator. The parties agree that the FMCS panel will be struck as soon as possible, but within thirty (30) calendar days of its issuance. The party requesting the FMCS panel will notify the selected arbitrator of his or her selection.
- C. Prior to the arbitration hearing, the parties agree to reduce any agreed upon contractual Articles and Sections to writing, and to sign said agreed upon Articles and Sections. The parties agree that any agreed upon Articles and Sections will not be at issue during the arbitration hearing. Neither party may present a proposal at the arbitration hearing on an agreed upon Article or Section. The parties will provide the selected arbitrator with a copy of the agreed upon Articles and Sections prior to the arbitration hearing.
- D. The arbitration hearing will be conducted in accordance with FMCS' rules and procedures. Unless mutually agreed upon by the parties, the arbitration hearing will be held within forty-five (45) calendar days of the arbitrator's selection. The arbitration hearing will be held at a

mutually agreed upon location. If the parties cannot agree upon a hearing location, the hearing will be held at the Village's primary business location, in a room suitable to accommodate the parties' representatives and witnesses. All costs and expenses associated with the arbitration hearing, inclusive of the arbitrator's fee, court reporting fee(s) (if requested), and hearing location will be split equally between the parties. Each party will be responsible for its own costs associated with hearing preparation, hearing submissions, witnesses, and hearing advocacy. The Village agrees that FOP witnesses who are members of the bargaining unit will be given adequate leave to attend the arbitration hearing. Bargaining unit members who are on the FOP's bargaining committee will be given leave to attend the arbitration hearing.

- E. The arbitrator will only have jurisdiction over the unresolved issues and other matters mutually agreed upon by the parties. The arbitration hearing will be private, with admission limited to members of the parties' respective bargaining committees, witnesses, and advocates. The arbitrator may direct the separation of witnesses during the arbitration hearing.
- F. Unless otherwise mutually agreed upon by the parties and the arbitrator, not more than three (3) calendar days before the arbitration hearing, the parties will serve upon one another and the arbitrator a written report setting forth: (i) the unresolved issues and other matters being submitted for decision; (ii) the party's final offer of settlement on each issue being submitted for decision; and (iii) the party's rationale for its final offer of settlement on each issue being submitted for decision. The arbitrator's jurisdiction is limited to resolving those issues set forth in the parties' respective written reports and he/she has no jurisdiction to resolve other issues. If after submission of the parties' written reports, mediation efforts of the arbitrator results 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 changes in offers will be permitted after testimony and evidence is heard on an issue.

G. After the arbitration hearing, the arbitrator will resolve the parties' dispute by selecting on an issue-by-issue basis from the parties' respective final offers of settlement. The arbitrator will resolve each open issue based on the following factors:


1. Past collectively bargained agreement(s), if any, between the parties.
2. Comparing 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, considering factors peculiar to the area and classification(s) involved.
3. Comparing issues with municipalities that are similarly situated from a financial perspective.
4. Comparability of treatment between the bargaining unit employees at issue and the Village's employees doing comparable work to that performed by the bargaining unit members, concerning the issues submitted to binding arbitration.
5. The interests and welfare of the public, the ability of the Village to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
6. The lawful authority of the Village.
7. The parties' stipulations.
8. 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 in the public employment service.

H. The arbitrator will make written findings of fact and promulgate a written opinion and award on each issue submitted to him or her for decision. The arbitrator will transmit a copy of his or her award to each party, care of the party's designated representative.


- I. While the parties intend the arbitrator's award to be final and binding, it is subject to judicial review pursuant to Chapter 2711 of the Ohio Revised Code. A suit to modify, confirm, or vacate the arbitrator's award must be brought in the Cuyahoga County Court of Common Pleas.
- J. The arbitrator's award issued under this Article is final, conclusive, and binding on the Village and the FOP, inclusive of their respective representatives, officers, members, and designees. The parties agree that such an award is a mandate to both parties to take the necessary steps necessary to implement the award. Any award rendered under this Article may only be modified by the parties' mutual agreement, or through the judicial processes set forth in Chapter 2711 of the Ohio Revised Code.

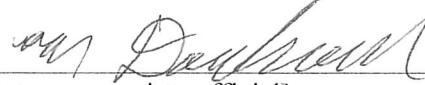
Signed this 17th day of September, 2024, at Newburgh Heights, Ohio, which Agreement shall be binding upon their successors in office.

VILLAGE OF NEWBURGH HEIGHTS, by:


Trevor K Elkins _____ Date 9/17/24

FRATERNAL ORDER OF POLICE LODGE NO. 67, by:


[Enter appropriate official] _____ Date 9/17/24
ROBERT GLAZEN


[Enter appropriate official] _____ Date 9/17/24