



CITY COUNCIL REGULAR MEETING AGENDA Monday, July 27, 2026 at 7:00 PM

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | <http://www.bellbrook.gov/>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF THE MINUTES
 - A. [Approval of the July 13, 2026 Regular Meeting minutes.](#)
5. MAYOR'S ANNOUNCEMENTS / SPECIAL GUEST AND PRESENTATIONS
6. CITIZEN COMMENTS
7. CITY MANAGER'S REPORT
8. PUBLIC HEARING OF PROPOSED LEGISLATION
9. OLD BUSINESS
10. NEW BUSINESS

Community Affairs / Administration

- A. [Resolution 2026-R-22 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF A 5.1550 ACRE PARCEL LOCATED AT 51 S EAST STREET.](#)
- B. [Resolution No. 2026-R-23 APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS FOR POLICE OFFICERS AND SERGEANTS WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR THE TIME PERIOD AUGUST 1, 2026 THROUGH JULY 31, 2029](#)

Finance

- A. [Resolution No. 2026-R-24 AUTHORIZING THE SALARY SCHEDULE AND MERIT PERFORMANCE PAY OF EMPLOYEE POSITIONS NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT](#)

Public Safety

- A. [Resolution 2026-R-25 AUTHORIZING THE CITY MANAGER TO PURCHASE A MEDIC UNIT FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM, AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS](#)

Public Service

- A. [Resolution 2026-R-26 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A LEASE AGREEMENT FOR PARCEL ID L32-0002-0017-0-0044-00 CONSISTING OF 16.6 ACRES OF WELLFIELD LAND LOCATED ON STATE ROUTE 725](#)

11. CITY OFFICIAL COMMENTS
12. EXECUTIVE SESSION
 - A. Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official
13. ADJOURNMENT

File Attachments for Item:

A. Approval of the July 13, 2026 Regular Meeting minutes.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

CALL TO ORDER

- Mayor called the meeting to order at the meeting date and time.

PLEDGE OF ALLEGIANCE

- Mayor led the meeting in the Pledge of Allegiance.

ROLL CALL

- Council Members Present:
 - Mr. Ashley
 - Mrs. Cyphers
 - Mr. Greenwood
 - Mr. Havens
 - Mrs. Wright
 - Mayor Schweller
- Council Members Absent:
 - Deputy Mayor Hoke (excused)
- Motion to excuse Deputy Mayor Hoke:
 - Motion: Made by Mrs. Wright
 - Second: Mr. Greenwood
 - Vote: Passed 6-0

APPROVAL OF MINUTES

- Approval of the previous meeting's minutes (June 22, 2026):
 - Motion: Made by Mr. Havens
 - Second: Made by an Mrs. Wright
 - Vote: Passed 6-0

MAYOR'S ANNOUNCEMENTS AND SPECIAL GUESTS

- Retirement Ceremony for Fire Lieutenant Greg Nartker:
 - Speakers: Mayor Schweller; Fire Chief Bizzaro; Lieutenant Nartker
 - Summary:
 - Mayor Schweller presented a plaque recognizing 34 years of service and highlighted contributions in public safety, community outreach, fire safety education, and business inspections.
 - Fire Chief Bizzarro summarized Lieutenant Nartker's career milestones, including full-time hire in 1995, promotion to lieutenant in 2004, work on the 24/48 staffing model, leadership in community fundraising, and mentorship within the department. A departmental plaque was presented.
 - Lieutenant Nartker thanked the city, reflected on his tenure and community education efforts, and led a fire safety pledge.
- Promotion Recognition for Sergeant Rourke:
 - Speakers: Mayor Schweller; Police Chief Carmin
 - Summary:

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

- The Mayor congratulated Officer Rourke on promotion to Sergeant, noting service since September 2024 and contributions to departmental processes.
- Police Chief Carmin emphasized internal promotion values and expressed confidence in leadership qualities. Sergeant Rourke declined to address the audience.
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- Eagle Scout Project Presentation:
 - Speakers: Greg Sparks (Lions Club); Gabe Paris (Troop 516)
 - Summary:
 - Presentation on refurbishing four city entry signs, including sanding, painting, hardware replacement, and updates to attached signage reflecting organizational name changes. Site-specific plans for western, eastern, southern, and northern signs were outlined, including safety measures and adult supervision of certain tools. Labor to be provided by Troop 516 with tentative work dates on August 8, August 9, and August 15. Council expressed appreciation and anticipated completion by end of summer.
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CITIZEN COMMENTS

- Steve Temple (2088 Sheffield Drive):
 - Topic: Reported suspicious activity in his neighborhood and commended the Police Department for a prompt response. The Mayor indicated the comments would be shared with the Police Department.
- No additional citizen comments were recorded.
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CITY MANAGER'S REPORT

- Mr. Schommer:
 - Designated Outdoor Refreshment Area (DORA):
 - State notice issued to three permit holders. Local implementation proceeding under previously approved rules. Signs ordered; rollout planned upon sign posting and business notification.
 - Letter of Support for 675/Wilmington Project:
 - Request received for interjurisdictional support due to regional traffic impacts. Absent council objection, staff to issue a letter on behalf of Council supporting continued funding through the TRAC program and ODOT.
 - Fiber Installation Projects:
 - Active companies include Altafiber and AT&T. Altafiber has a construction website and phone contact; AT&T provides phone inquiries and weekly updates under permit requirements.
 - A city “clearinghouse” web page will consolidate contacts, schedules, and updates; this does not replace company notification obligations.
 - New permit condition requires conspicuous notice no more than 72 hours prior to construction start.
 - City staff monitor construction daily for safety, access, and compliance; traffic control required where road impacts are planned.
 - Utility strikes occurred, including a gas line; responses were adequate. Oversight

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

- increased to ensure preventive procedures and contractor performance.
- Restoration continues in affected neighborhoods, with conditions generally normalized within weeks. Some areas require sidewalk block removal due to underlying utilities.
- State law limits the city's ability to restrict utilities in the public right-of-way; the city ensures compliance and advocates if work appears outside permitted areas.
- Construction/restoration process includes initial boring and construction, technical installation, final restoration, and monitoring for settling; equipment may remain temporarily connected to maintain safety and alignments.
- Service-specific issues will be referred to providers; the city will assist residents with contacts and emphasizes improved notification to reduce frustration.
- Timeline summaries requested from providers; projected timelines will be added to the city's web page when available.
- The city is evaluating legal frameworks for managing cumulative utility density and potential routing specifications to protect existing infrastructure; detailed underground regulation would require significant engineering data.
- Utility Relocation and Development:
 - Utility relocation may be required for driveways or infrastructure changes; requests proceed through utility companies and can be cost prohibitive, with costs typically borne by the requester.
 - Few undeveloped areas in the city reduce future utility conflicts. Water lines are placed to anticipate needs in the absence of formal development plans.
- Website updates related to fiber installation were acknowledged as beneficial.

OLD BUSINESS

- No items were presented.

NEW BUSINESS

- **COMMUNITY AFFAIRS/ADMINISTRATION**
- **Board of Zoning Appeals/Property Review Commission Vacancy**
 - Presentation/Staff Report:
 - A vacancy exists on the Board of Zoning Appeals/Property Review Commission. The role is volunteer, with meetings typically once per month on an as-needed basis and an estimated time commitment of approximately 40 hours per year. The body functions in a semi-judicial capacity and seeks candidates with professionalism and a service-oriented mindset. At least one applicant has expressed interest.
 - Council Discussion:
 - Council acknowledged the vacancy and encouraged qualified applicants.
 - Motions:
 - None.
- **FINANCE**
- **Resolution 2026-R-21 Accepting the Amounts and Rates as Determined by the Budget**

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

Commission and Authorizing Necessary Tax Levies and Certifying Them to the County Auditor

- Presentation/Staff Report:
 - The Budget Commission did not require a formal tax budget submission this year; rates must still be certified. Staff prepared an internal tax budget to support the 2027 budgeting process. Accounting presentation changes separate rollbacks and homestead amounts into intergovernmental revenues. Revenue estimates include slight variations due to a GDP-based reduction factor on inside millage and a 1% increase in delinquency estimates by the County Auditor. Outside millage for the Public Safety Fund shows a slight reduction; inside millage (including the Police Pension Fund) shows minor growth. Fund summaries cover enterprise funds (water), street, and state highway funds, with performance bond and agency funds noted. Timing challenges persist because settlements occur in arrears. Adoption was requested to certify rates and proceed with appropriations and the full budget process.
 - Council Discussion:
 - Brief discussion on revaluation impacts expected to affect 2027 values paid in 2028; no definitive update from the Auditor was available.
 - Motion:
 - Motion to adopt Resolution 2026-R-21.
 - Motion: Mrs. Cyphers
 - Second: Mrs. Wright
 - Vote: Passed 6-0 (Mr. Ashley—Yea; Mrs. Cyphers—Yea; Mr. Greenwood—Yes; Mr. Havens—Yes; Mrs. Wright—Yes; Mayor Schweller—Yes)
- **Ordinance 2026-O-07 Amending Ordinance 2025-O-15 by Making Supplemental Appropriations for Expenses in the City of Bellbrook for the Period Beginning January 1, 2026, Ending December 31, 2026 and Declaring an Emergency**
 - Presentation/Staff Report:
 - Supplemental appropriations were needed in the Fire Fund to fund payouts associated with a retiring lieutenant's banked earned time, in accordance with applicable laws, policies, and agreements. Emergency designation was requested to address obligations timely and because appropriations are not subject to referendum.
 - Council Discussion:
 - Council expressed general support; no additional concerns were noted.
 - Motion:
 - Motion to adopt Ordinance 2026-O-07 at introduction.
 - Motion: Mrs. Cyphers
 - Second: Mr. Ashley
 - Vote: Passed 6-0 (Mr. Ashley—Yea; Mrs. Cyphers—Yea; Mr. Greenwood—Yes; Mr. Havens—Yes; Mrs. Wright—Yes; Mayor

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

Schweller—Yes)

- **PUBLIC SAFETY**

- **Department Staffing Update**

- Presentation/Staff Report (Mr. Ashley):
 - The Fire Department was hiring three part-time firefighters, one full-time firefighter, and selecting a new lieutenant, with the goal of full staffing. The Police Department had three openings; two candidates were in process, potentially leaving one vacancy.
- Council Discussion:
 - Council noted positive progress in staffing.
- Motions:
 - None.

- **PUBLIC SERVICE**

- **Water Usage Update**

- Presentation/Staff Report (Mr. Greenwood):
 - Prior to recent rain, water pumping exceeded one million gallons per day, largely due to irrigation demand. Overall operations were proceeding well.
- Council Discussion:
 - None.
- Motions:
 - None.

CITY OFFICIAL COMMENTS

- Mr. Ashley:
 - Recognized local boys and girls lacrosse teams for recent tournament results and noted personal team success.
- Mrs. Cyphers:
 - No comments.
- Mr. Greenwood:
 - No comments.
- Mr. Havens:
 - No comments.
- Mrs. Wright:
 - Congratulated the retiring lieutenant, noted strong employee retention, and acknowledged ongoing hiring needs in public safety with long-term retention among those hired.
- Mayor Schweller:
 - Complimented staff efforts on DORA and expressed positive expectations for community benefit.
 - Announced entry into executive session, with any subsequent business to be conducted in open session.

ADJOURNMENT

- Executive Session:
 - Motion to enter executive session for:

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 13, 2026

Item A. Section 4, Item

- Consideration of the purchase of property for public purposes.
 - Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning compensation or other terms and conditions of employment.
- Motion: Made and seconded
- Vote: Passed 6-0 (Mr. Ashley—Yea; Mrs. Cyphers—Yea; Mr. Greenwood—Yes; Mr. Havens—Yes; Mrs. Wright—Yes; Mayor Schweller—Yes)
- Motion to exit executive session:
 - Motion: Mr. Havens
 - Seconded: Mr. Ashley
 - Vote: Passed (individual responses recorded; final outcome affirmative)
- Meeting concluded: Time not provided in the recording.
- Next scheduled meeting date: July 27, 2026.

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Resolution 2026-R-22 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF A 5.1550 ACRE PARCEL LOCATED AT 51 S EAST STREET.

RECORD OF RESOLUTIONS

Item A. Section , Item

Resolution No. 2026-R-22

July 27, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-22

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF A 5.1550 ACRE PARCEL LOCATED AT 51 S EAST STREET.

WHEREAS, the City Council recently authorized participation with the Bellbrook Sugarcreek Schools for the purpose of a redevelopment plan of the old Sugarcreek School site; and

WHEREAS, the due diligence process has revealed the proposed parcel is suitable for re purposing after the non-operable structures are demolished; and

WHEREAS, City Council is committed to the re-purposed use of the parcel for the benefit of the entire community.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. After debate and discussion, the City Council of Bellbrook, Ohio hereby authorizes the City Manager to negotiation and enter into a Real Estate Purchase Contract for the purchase of the 5.1550 acre parcel located at 51 S East Street and to execute any and all documents necessary to consummate the subsequent purchase of the parcel as provided in the final Purchase Agreement.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of July, 2026.

___ Yeas; ___ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date") by and among **BELLBROOK-SUGARCREEK BOARD OF EDUCATION**, an Ohio public school district ("Seller"), **CITY OF BELLBROOK OHIO**, an Ohio municipal corporation, or its assignee (the "Buyer").

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1 - Exhibits To Agreement

The following exhibits (the "Exhibits") are attached to and form a part of this Agreement.

<u>EXHIBIT A:</u>	Legal Description
<u>EXHIBIT B:</u>	Form of Deed
<u>EXHIBIT C:</u>	Seller's Deliveries

Section 2 - The Property

(a) Upon and subject to the terms and conditions herein set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the following described property:

(i) Approximately 5.1550 acres of real property located in Greene County, Ohio and identified as Greene County Auditor Parcel No. L35-0002-0005-0-0071-00, as more particularly described on Exhibit A attached hereto (the "Land");

(ii) All buildings, structures, and other improvements located on the Land (the "Improvements"); and

(iii) All right, title and interest of Seller, if any, in and to appurtenant easements, rights-of-way and other rights benefiting the Land.

(b) The Land and Improvements are collectively referred to herein as the "Property."

Section 3 - Purchase Price.

(a) The purchase price for the Property (the "Purchase Price") shall be One Dollar (\$1.00), subject to prorations and adjustments expressly provided herein. No earnest money deposit shall be required under this Agreement.

Section 4 - Review Period and Condition of Property; Grant Funding Condition.

(a) Not later than five (5) Business Days following the Effective Date (the "Delivery Deadline"), Seller shall deliver to Buyer copies of the materials set forth on **Exhibit C** ("Seller's Deliveries"). Buyer shall have until 11:59 p.m. (Eastern Time) on the ninetieth (90th) day following the Effective Date (the "Due Diligence Period") to review Seller's Deliveries and to conduct such investigations, tests and studies as Buyer may desire to determine the feasibility, suitability and desirability of acquiring the Property, including without limitation environmental assessments, asbestos investigations,

engineering studies, title examinations, surveys, grant-related investigations and such other investigations as Buyer deems appropriate (collectively, the "Investigations"). If Seller fails to deliver all Seller's Deliveries on or prior to the Delivery Deadline, the Due Diligence Period shall automatically be extended on a day-for-day basis until all Seller's Deliveries have been provided. During the Due Diligence Period, Buyer and its agents, employees, consultants and contractors (collectively, the "Buyer Investigators") shall have the right to enter upon the Property upon reasonable advance notice to Seller and during reasonable hours for purposes of conducting the Investigations. Buyer shall restore any material damage to the Property caused by such entry and shall indemnify and hold Seller harmless from and against claims, losses, costs, damages, liabilities and expenses arising from the negligent acts or omissions of Buyer or the Buyer Investigators in connection with such entry onto the Property, excluding any claims arising from the discovery of pre-existing environmental or physical conditions of the Property. Notwithstanding anything contained herein to the contrary, Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time prior to the expiration of the Due Diligence Period for any reason or no reason whatsoever upon written notice to Seller. Upon such termination, neither party shall have any further liability or obligation under this Agreement, except for those obligations that expressly survive termination, including Buyer's indemnification and restoration obligations set forth herein.

(b) Buyer's obligation to purchase the Property is expressly contingent upon Buyer obtaining grant funding sufficient, in Buyer's sole discretion, to fund the demolition of the existing improvements located upon the Property and to otherwise support Buyer's intended redevelopment of the Property (the "Grant Funding Condition"). Buyer shall have the right, but not the obligation, to apply for, pursue and obtain grant funding for the Property and the contemplated redevelopment thereof. Seller agrees to reasonably cooperate with Buyer's grant application efforts, including executing reasonable applications, certifications and supporting documents requested by Buyer or the applicable granting authority, provided Seller shall not incur any cost or liability in connection therewith. If: (i) grant funding is denied; (ii) grant funding is awarded in an amount that Buyer determines, in its sole discretion, is insufficient; (iii) grant funding is awarded subject to conditions unacceptable to Buyer in its sole discretion; or (iv) Buyer otherwise determines that the available grant funding is inadequate to support Buyer's intended redevelopment of the Property, Buyer may, at any point prior to closing, terminate this Agreement by written notice to Seller, whereupon neither party shall have any further liability or obligation hereunder except those obligations that expressly survive termination.

Section 5 - Seller's Representations, Warranties and Covenants

(a) For purposes of this Section 5, the phrase "to Seller's Knowledge" shall mean to the best of Doug Cozad's knowledge and belief.

(b) Seller represents, warrants and/or covenants as follows:

(i) Seller is a duly organized and validly existing Ohio public school district with authority to own and convey the Property.

(ii) Seller has full power, authority and legal right to enter into this Agreement and to consummate the transaction contemplated hereby, and the individual executing this Agreement on behalf of Seller has been duly authorized to bind Seller. Seller shall obtain all approvals required under Ohio law for the sale and conveyance of the Property.

(iii) Neither the execution, delivery nor performance of this Agreement will result in a violation of any material contractual obligation of Seller or, to Seller's Knowledge, any applicable law, judgment, order or decree applicable to Seller or the Property.

(iv) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(v) Seller owns fee simple title to the Property.

(vi) To Seller's Knowledge, Seller has not entered into any agreement for the sale, option, transfer or conveyance of the Property that remains in effect as of the Effective Date.

(vii) There are no leases, licenses, concessions or rights of occupancy affecting the Property that will survive Closing, except as disclosed in Seller's Deliveries.

(viii) Except as disclosed in Seller's Deliveries, to Seller's Knowledge, there does not exist any contamination of the Property or groundwater by any Hazardous Substance. To Seller's Knowledge, the Property has not been used as a landfill or hazardous waste disposal site. As used herein, "Hazardous Substance" shall have the meaning set forth under applicable environmental laws and shall include petroleum products and asbestos-containing materials.

(ix) To Seller's Knowledge, there are no lawsuits, condemnation proceedings, governmental investigations, zoning proceedings, environmental proceedings or other legal or administrative actions pending or threatened against Seller or the Property that would materially impair Seller's ability to convey the Property or materially affect the use or value of the Property, except as disclosed in Seller's Deliveries.

(x) Seller has received no written notice from any governmental authority alleging a violation of law affecting the Property that remains uncured as of the Effective Date, except as disclosed in Seller's Deliveries.

(xi) Seller has received no written notice from any insurance carrier or governmental authority requiring material repairs, remediation, corrective action or other work to be performed with respect to the Property that remains outstanding as of the Effective Date, except as disclosed in Seller's Deliveries.

(xii) To Seller's Knowledge, there are no mechanics' liens, materialmen's liens or similar claims currently filed against the Property, and Seller shall satisfy, release or bond off any such lien created by or through Seller prior to Closing.

(xiii) During the period from the Effective Date until Closing, Seller shall not:

(A) enter into any lease, license, option agreement, purchase agreement or other agreement affecting title to or possession of the Property without Buyer's prior written consent;

(B) grant any easement, right-of-way, restriction or other encumbrance affecting the Property;

(C) do anything that would materially impair Seller's title to the Property; or

(D) take any action that would materially interfere with Buyer's rights under this Agreement.

(xiv) During the period from the Effective Date until Closing, Seller shall promptly provide Buyer with copies of any written notices received after the Effective Date regarding environmental conditions, zoning matters, code violations, condemnation proceedings, governmental investigations or other material matters affecting the Property.

(xv) During the period from the Effective Date until Closing, Seller shall not take or permit any action that would cause any representation or warranty contained in this Section 5 to be materially untrue or inaccurate as of Closing.

(c) Seller agrees that the foregoing representations and warranties are true as of the Effective Date and shall be true in all material respects as of the Closing Date. As a condition precedent to Buyer's obligation to close, the representations and warranties set forth herein shall remain true and correct in all material respects as of the Closing Date. All representations and warranties contained in this Agreement shall survive the Closing and the recording of the Deed for a period of one (1) year and shall not be deemed merged into the Deed.

Section 6 - Buyer's Representations and Warranties

(a) As a material inducement to Seller to enter into this Agreement and consummate the transaction contemplated hereby, Buyer represents and warrants as follows:

(i) Buyer is a duly organized and validly existing Ohio municipal corporation with the authority to acquire, own and operate the Property;

(ii) Buyer has full power, authority and legal right to enter into this Agreement and to consummate the transaction contemplated hereby, and the individual executing this Agreement on behalf of Buyer has been duly authorized to bind Buyer. Buyer shall obtain all approvals required under Ohio law to acquire the Property and consummate the transaction contemplated by this Agreement;

(iii) Neither the execution, delivery nor performance of this Agreement will result in a violation of any material contractual obligation of Buyer or, to Buyer's knowledge, any applicable law, judgment, order or decree applicable to Buyer; and

(iv) Buyer has sufficient authority to apply for and pursue the grant funding contemplated by this Agreement and to undertake the due diligence and investigative activities described herein.

(b) Buyer agrees that the foregoing representations and warranties are true as of the Effective Date and shall be true in all material respects as of the Closing Date. As a condition precedent to Seller's obligation to close, the representations and warranties set forth herein shall remain true and correct in all material respects as of the Closing Date. All representations and warranties contained in this Agreement shall survive the Closing and the recording of the Deed for a period of one (1) year and shall not be deemed merged into the Deed.

Section 7 - Seller's and Buyer's Covenants Prior to Closing

(a) From and after the Effective Date and until Closing, Seller shall:

(i) manage and maintain the Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted;

(ii) maintain insurance coverage for the Property substantially consistent with Seller's current practices;

(iii) promptly deliver to Buyer copies of any written notices received by Seller after the Effective Date relating to the Property, including, without limitation, notices of code violations, environmental matters, zoning matters, condemnation proceedings, governmental investigations or other material matters affecting the Property;

(iv) cooperate with Buyer, at Buyer's sole cost and expense, in connection with Buyer's Investigations, environmental assessments, asbestos studies, grant applications and other due diligence activities contemplated by this Agreement;

(vi) use commercially reasonable efforts to assist Buyer in obtaining the grant funding contemplated by this Agreement, provided Seller shall not be required to incur any out-of-pocket expense or liability in connection therewith.

(b) From and after the Effective Date and until Closing, Buyer shall:

(i) conduct its Investigations in a manner that does not unreasonably interfere with Seller's use and operation of the Property;

(ii) restore any material damage to the Property caused by Buyer's entry onto the Property;

(iii) promptly provide Seller with reasonable evidence of insurance coverage maintained by Buyer or its contractors for entry onto the Property upon Seller's request; and

(iv) diligently pursue the grant funding and approvals contemplated by this Agreement.

(c) The parties shall cooperate in good faith and execute such additional documents and take such additional actions as may be reasonably necessary to carry out the intent and purpose of this Agreement and consummate the transaction contemplated hereby.

Section 8 - Instruments of Conveyance

(a) At Closing, Seller shall convey good and marketable fee simple title to the Property to Buyer by Limited Warranty Deed in substantially the form attached hereto as **Exhibit B** (the "Deed"), free and clear of all liens, encumbrances and defects in title other than the following permitted exceptions (collectively, the "Permitted Exceptions"):

(i) real estate taxes and assessments, both general and special, not yet due and payable;

(ii) zoning, building and similar laws, ordinances and regulations affecting the Property;

(iii) easements, rights-of-way, restrictions, covenants and other matters of record that do not materially interfere with Buyer's intended use of the Property; and

(iv) such other title matters as are approved or deemed approved by Buyer pursuant to this Agreement.

(b) On the Closing Date, Seller shall also deliver or cause to be delivered to Buyer an assignment of warranties, permits, and licenses, duly executed by Seller and in form reasonably satisfactory to Buyer, assigning to Buyer all of Seller's right, title, and interest in the Assigned Warranties and Guaranties, the Plans and Surveys, and the Assigned Permits and Licenses, and along with conveying the Personal Property to Buyer, duly executed by Seller and in form reasonably satisfactory to Buyer (the "Bill of Sale and General Assignment").

Section 9 - Title Evidence

It shall be a condition to Closing that Buyer shall be able to obtain an ALTA Owner's Policy of Title Insurance (the "Title Policy") in the amount of the Purchase Price, showing fee simple title in the Premises to be in Buyer, subject only to the Permitted Exceptions and the so-called "printed" or "standard" exceptions. The Title Policy shall be issued by Chicago Title Insurance Company, 1 S. Main St. #250, Dayton, Ohio 45402, Attn: Traci Walker, Email: traci.walker@ctt.com (the "Title Company").

Section 10 - Title Objections

(a) Upon mutual execution of this Agreement, the Title Company shall prepare and deliver a commitment for the Title Policy (the "Title Commitment") to Buyer and Seller. Within ten (10) days of Buyer's receipt of both the Title Commitment and Buyer's Survey (as defined in Section 11), or at any time during the Review Period, Buyer shall serve upon Seller a notice specifying those exceptions to title or those items on Buyer's Survey, if any, to which Buyer objects (the "Title Objections"). If no objections are given by the expiration of the Review Period, then Buyer shall be deemed to have accepted title subject to all matters shown in the Title Commitment and the Survey, and such matters shall thereafter be deemed Permitted Exceptions, except that Seller shall be obligated to cause the release, at or prior to Closing, of any mortgages, deeds of trust, security interests, financing statements, judgment liens, mechanics' liens of ascertainable amount, and other monetary encumbrances created or suffered by Seller (but not those created by or through Buyer).

(b) Seller shall have ten (10) days after receipt of Buyer's Title Objections (the "Cure Period") to elect, in Seller's sole discretion, to cure or remove such Title Objections. If Seller elects to cure, Seller's obligation to cure such Title Objections shall be a condition to Closing. If Seller elects to cure and such Title Objections cannot reasonably be cured within the Cure Period, then Seller shall have such additional time as may be reasonably necessary to effect such cure, provided that Seller is diligently pursuing such cure and Closing shall not be extended without Buyer's prior written consent. If Seller elects to cure and cures such Title Objections within the Cure Period or any permitted extension thereof, Buyer shall proceed to Closing. If Seller either (i) elects not to cure such Title Objections, or (ii) fails to cure such Title Objections within the Cure Period or any permitted extension thereof, then Buyer's sole remedies shall be to (a) waive such Title Objections and accept title to the Property subject thereto (which shall be deemed Permitted Exceptions), or (b) terminate this Agreement by written notice to Seller within five (5) business days after the earlier of Seller's notice of its election not to cure or the expiration of the Cure Period or any permitted extension thereof, in which case the Earnest Money shall be returned to Buyer and neither party shall have further obligations hereunder except those that expressly survive termination.

Section 11 - Survey

Seller shall provide Buyer with a copy of Seller's existing survey ("Existing Survey") as part of Seller's Deliveries, and Buyer may, in Buyer's sole discretion, engage the surveyor who prepared the Existing Survey (or any other surveyor of its choice) to update such Existing Survey at Buyer's expense (the "Buyer's Survey"), whereupon the legal description in Buyer's Survey shall control over the

description in **Exhibit A** attached hereto to the extent it may be inconsistent. If Buyer's Survey discloses any matters which are objectionable to Buyer in Buyer's sole discretion, Buyer may include such Survey Objections in the notice of Title Objections (or may supplement its notice of Title Objections at any time during the Review Period) delivered pursuant to Section 10 above, and in such case such Survey Objections shall be addressed in the same manner as Title Objections as set forth in said Section 10(b).

Section 12 - Escrow Agent

The Title Company shall act as escrow agent. A copy of this Agreement shall be delivered to the Title Company and shall constitute instructions to the Title Company, subject to the terms and conditions of its regular and usual printed form of acceptance insofar as such terms and conditions are applicable and consistent with this Agreement.

Section 13 - Possession

Possession and control of the Property, subject to the Permitted Exceptions, shall be delivered to Buyer at Closing.

Section 14 - Adjustments

(a) Real estate taxes and assessments shall be prorated as of the Closing Date based upon the most recent available tax duplicate and in accordance with customary Ohio closing practices. Any taxes and assessments due and payable prior to the Closing Date shall be paid by Seller. Real estate taxes and assessments that are not yet due and payable shall be prorated as of the Closing Date.

(b) Utility charges shall be prorated as of the Closing Date to the extent not separately billed directly to the responsible party. The parties shall cooperate in arranging final meter readings and utility billings where applicable.

(c) The Title Company shall prepare a settlement statement reflecting all prorations, adjustments and closing costs contemplated by this Agreement. All prorations shall be final as of Closing.

(d) After giving effect to all prorations and adjustments, any net amount owing by one party to the other shall be reflected as a credit or charge on the settlement statement and paid through Closing.

Section 15 - Deposit of Funds and Documents

(a) The Closing shall be conducted through escrow with the Title Company and shall occur on a date designated by Buyer that is not later than sixty (60) days following Buyer's satisfaction or waiver of the Due Diligence Period and the Grant Contingency, unless otherwise agreed by the parties in writing (the "Closing Date"). All documents and funds required to consummate the transaction shall be deposited with the Title Company on or before the Closing Date. As used herein, "Closing" means the consummation of the transaction contemplated by this Agreement through delivery and recording of the Deed and payment of the Purchase Price.

(b) On or before the Closing Date, Seller shall deposit or cause to be deposited with the Title Company the following: (i) the Deed; (ii) a Seller's Closing Certificate; (iii) certified copies of all resolutions, approvals and authorizations required under Ohio law authorizing the execution of this Agreement and the conveyance of the Property; (iv) a Non-Foreign Affidavit or other FIRPTA certification required by the Title Company; (v) a counterpart of the settlement statement, if required by the Title Company; (vi) a title affidavit reasonably required by the Title Company to issue the Title Policy; and (vii)

such other customary documents reasonably required by the Title Company to consummate the transaction contemplated by this Agreement.

(c) On or before the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company: (i) the Purchase Price, subject to prorations and adjustments provided herein; (ii) funds required to pay Buyer's share of closing costs; (iii) a Buyer's Closing Certificate; and (iv) such other customary documents reasonably required by the Title Company to consummate the transaction contemplated by this Agreement.

(d) On the Closing Date, Seller shall deliver possession of the Property to Buyer, subject only to the Permitted Exceptions. Seller shall also deliver to Buyer all keys, access devices, and copies of surveys, environmental reports, asbestos studies, plans, governmental approvals and other property-related documents in Seller's possession or control that have not previously been delivered to Buyer.

Section 16 - Conditions to Closing

(a) Buyer's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction (or Buyer's written waiver) of each of the following conditions precedent:

(i) The Due Diligence Period shall have expired without Buyer terminating this Agreement pursuant to Section 4.

(ii) The Grant Contingency described in Section 4(b) shall have been satisfied or waived by Buyer.

(iii) No material adverse change to the Property shall have occurred following the Effective Date.

(iv) This Agreement shall not have been terminated pursuant to any right of termination contained herein.

(v) The Title Company shall be prepared to issue the Title Policy in accordance with Section 9, subject only to the Permitted Exceptions.

(vi) Seller shall have performed and complied in all material respects with all covenants, obligations, representations and warranties required to be performed or complied with by Seller at or prior to Closing.

(vii) Seller shall have obtained all approvals required under Ohio law to authorize the conveyance of the Property and shall have delivered evidence thereof to Buyer.

(viii) No action, proceeding, condemnation, injunction or governmental order shall be pending or threatened that would materially impair Seller's ability to convey the Property or materially interfere with Buyer's intended acquisition of the Property.

(b) Seller's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction (or Seller's written waiver) of each of the following conditions precedent:

(i) All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

(ii) Buyer shall have performed and complied in all material respects with all covenants and obligations required to be performed by Buyer under this Agreement at or prior to Closing.

(iii) This Agreement shall not have been terminated pursuant to any right of termination contained herein.

(c) In the event a condition to Closing is not satisfied (and the failure of such condition does not constitute a breach of this Agreement by the other party), the party entitled to the benefit of such condition may, in its sole discretion, either: (i) waive such condition and proceed to Closing; or (ii) terminate this Agreement by written notice to the other party. Upon any such termination, neither party shall have any further liability or obligation under this Agreement except for those obligations that expressly survive termination.

(d) Notwithstanding anything contained herein to the contrary, Buyer's failure to obtain or satisfy the Grant Contingency or Buyer's exercise of any termination right under Section 4 shall not constitute a default by Buyer under this Agreement.

Section 17 - Real Estate Broker

Seller and Buyer each represent and warrant to the other that it has not dealt with any real estate broker, finder or other intermediary in connection with the transaction contemplated by this Agreement.

Section 18 - Risk of Loss

(a) Risk of loss until Closing shall be borne exclusively by Seller. In the event of damage or destruction to all or part of the Premises, the replacement or restoration cost of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) as certified by a public insurance adjuster licensed by the State of Ohio ("Material Damage"), Buyer shall have the option of (i) terminating this Agreement or (ii) accepting the Property, together with an assignment by Seller of all of Seller's rights under policies of insurance upon Property covering such damage or destruction and Seller shall provide Buyer a credit at Closing in the amount of Seller's deductible. In the event that Buyer elects to terminate this Agreement pursuant to this Section 18(a), Title Company shall return all funds (including the Earnest Money) and documents to the party who deposited the same, and Seller and Buyer shall each be relieved of all further liability under this Agreement except that the parties shall remain liable for any obligations specifically surviving the termination of this Agreement, and except that the parties shall equally share all escrow costs incurred to date. In the event that the damage or destruction to the Property is less than Material Damage, Buyer may not terminate this Agreement; provided, however, Seller shall assign to Buyer all of Seller's rights under policies of insurance upon the Property covering such damage or destruction and Seller shall provide Buyer a credit at Closing in the amount of Seller's deductible.

(b) In the event of a taking (i) of all of the Property or such portion as shall diminish the value of the Property by Twenty-Five Thousand Dollars (\$25,000.00) as certified by a public insurance adjuster licensed by the State of Kentucky or (ii) a taking that alters the access to the Property or the flow of vehicular or pedestrian traffic or (iii) a taking that reduces parking to a level below that which is required by law (in each case, a "Material Taking") by reason of eminent domain, or deed in lieu thereof, Buyer shall have the option of (i) terminating this Agreement, or (ii) accepting the Property, together with an assignment by Seller of all of Seller's rights to the proceeds of such taking or deed in lieu thereof. In the event that Buyer elects to terminate this Agreement pursuant to this Section 18(b), the Title Company shall return all funds and documents to the party who deposited the same, and Seller and Buyer shall each be relieved of all further liability under this Agreement except that the parties shall remain liable for any obligations

specifically surviving the termination of this Agreement, and except that the parties shall equally share all escrow costs incurred to date. In the event that the taking is less than a Material Taking, Buyer may not terminate this Agreement; provided, however, Seller shall assign to Buyer all of Seller's rights to the proceeds of such taking.

Section 19 - Events of Default

(a) If Seller fails to perform any material obligation under this Agreement or otherwise breaches any material representation, warranty or covenant contained herein, and such failure or breach continues for fifteen (15) days after written notice from Buyer (or such longer period as may be reasonably necessary to cure the same if Seller commences such cure within such fifteen (15)-day period and thereafter diligently pursues such cure to completion), Buyer may, as its sole remedies: (i) terminate this Agreement, in which event Seller shall reimburse Buyer for all reasonable third-party, out-of-pocket costs incurred by Buyer in connection with its due diligence investigations, environmental assessments, asbestos studies, title work, surveys, grant application efforts and other activities relating to the Property, and thereafter neither party shall have any further liability hereunder except for obligations expressly intended to survive termination; or (ii) seek specific performance of Seller's obligation to convey the Property in accordance with the terms of this Agreement.

(b) If Buyer fails to perform any material obligation under this Agreement or otherwise breaches any material representation, warranty or covenant contained herein, and such failure or breach continues for fifteen (15) days after written notice from Seller (or such longer period as may be reasonably necessary to cure the same if Buyer commences such cure within such fifteen (15)-day period and thereafter diligently pursues such cure to completion), Seller may terminate this Agreement by written notice to Buyer. Upon any such termination, neither party shall have any further liability hereunder except for obligations expressly intended to survive termination.

(c) The remedies expressly set forth in this Section 20 shall constitute the sole and exclusive remedies of the parties for a default under this Agreement, except for claims arising from fraud, intentional misrepresentation, or obligations that expressly survive Closing or termination of this Agreement.

Section 21 – Intentionally Omitted.

Section 22 — Miscellaneous

(a) Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

(b) This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all prior negotiations, discussions and understandings. This Agreement may be amended only by a written instrument executed by both parties.

(c) All notices, demands, requests and other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (i) upon personal delivery; (ii) on the next Business Day after deposit with a nationally recognized overnight courier; (iii) three (3) Business Days after deposit in the United States Mail, certified mail, return receipt requested, postage prepaid; or (iv) upon transmission by electronic mail, provided no notice of delivery failure is received by the sender.

If to Seller:

Bellbrook-Sugarcreek Board of Education
3757 Upper Bellbrook Rd.
Bellbrook, OH 45305

E-mail: doug.cozad@bss.k12.oh.us
 Attention: Doug Cozad, Superintendent

with a copy to:

 E-mail: _____
 Attention: _____

If to Buyer:

City of Bellbrook, Ohio
 15 E. Franklin Street
 Bellbrook, OH 45305
 E-mail: rob@bellbrook.gov
 Attention: Rob Schommer, City Manager

with a copy to:

Coolidge Wall Co., L.P.A.
 33 West First Street, Suite 600
 Dayton, Ohio 45402
 E-mail: mchugh@coollaw.com
 Attention: Stephen M. McHugh, Law Director

(d) Either party may change its notice address, email address or designated recipient by notice given in accordance with this Section. Any notice refused by the intended recipient shall be deemed delivered on the date delivery was refused.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(f) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Buyer may assign this Agreement to any governmental entity, community improvement corporation, port authority, land reutilization corporation, or other public or quasi-public entity affiliated with or designated by Buyer to acquire, hold, develop or redevelop the Property. No assignment shall relieve the assigning party of its obligations under this Agreement unless otherwise agreed in writing by the non-assigning party.

(g) This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties. The parties acknowledge that each has participated in the review and negotiation of this Agreement.

(h) The captions and headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

(i) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Signatures transmitted electronically in PDF format or by electronic signature shall be deemed original signatures and shall be fully enforceable.

(j) "Business Day" shall mean any day excluding Saturday, Sunday and any day which in the State of Ohio or for the Federal government is a legal holiday or a day on which banking institutions are authorized by law or by other governmental actions to close in such state.

(k) The parties acknowledge that Buyer and Seller are public entities subject to Ohio public records laws. Accordingly, nothing contained in this Agreement shall require either party to withhold disclosure of information where disclosure is required by applicable law. Subject to the foregoing, the parties shall consult with one another before issuing any press release or public statement specifically relating to this Agreement or the transaction contemplated hereby.

(l) The parties shall reasonably cooperate with one another and shall execute and deliver such additional documents and instruments as may be reasonably necessary to carry out the intent and purpose of this Agreement; provided that neither party shall be required to incur any material expense or liability not otherwise required by this Agreement.

(m) In any action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with such action and the enforcement of any judgment entered therein.

(n) Time is of the essence with respect to all obligations and time periods set forth in this Agreement.

(o) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto as of the Effective Date.

SELLER:

**BELLBROOK-SUGARCREEK
BOARD OF EDUCATION**
an Ohio Public School District

By: _____
Doug Cozad, Superintendent

BUYER:

CITY OF BELLBROOK, OHIO
an Ohio municipal corporation

By: _____
Rob Schommer, City Manager

EXHIBIT A
LEGAL DESCRIPTION

[To be Inserted]

EXHIBIT B

[To be Inserted]

EXHIBIT C**SELLER'S DELIVERIES**

- All real estate property tax bills regarding the Property for the prior three (3) years;
- All lease agreements that affect the Property
- Any services agreement in place that affect the Property and have a term that will continue following Closing;
- All assignable licenses, permits, and government authorizations respecting the use and occupancy of the Property;
- All assignable licenses warranties, guarantees regarding the construction, repair, and maintenance of the Property;
- Any environmental reports, testing results, or related documents concerning the Property in Seller's possession or control;
- Any surveys, building plans, site plans or similar documents in Seller's possession or control;
- Any documentation related to capital expenses over \$15,000 during the last three (3) years; and
- Copies of any title reports, commitments, or policies concerning the Property.

020251\00610\4899-9725-6850.1

File Attachments for Item:

B. Resolution No. 2026-R-23 APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS FOR POLICE OFFICERS AND SERGEANTS WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR THE TIME PERIOD AUGUST 1, 2026 THROUGH JULY 31, 2029

RECORD OF RESOLUTIONS

Item B. Section , Item

Resolution No. 2026-R-23

July 27, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-23

APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS FOR POLICE OFFICERS AND SERGEANTS WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR THE TIME PERIOD AUGUST 1, 2026 THROUGH JULY 31, 2029

WHEREAS, representatives of the City of Bellbrook and the Fraternal Order of Police, Ohio Labor Council, Inc., representing police officers and sergeants, have been involved in active collective bargaining; and

WHEREAS, those negotiations have resulted in a new Collective Bargaining Agreement with both bargaining units, which agreements commence on August 1, 2026 and expire on July 31, 2029.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to negotiate and execute on behalf of the City of Bellbrook the collective bargaining agreements between the City and the FOP/OLC.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of July, 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

TENTATIVE AGREEMENT

BY AND BETWEEN

THE CITY OF BELLBROOK, OHIO



and



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

POLICE OFFICERS

August 1, 2026 through July 31, 2029

Table of Contents

<u>ARTICLE 1 - AGREEMENT/PURPOSE</u>	1
<u>ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY</u>	1
<u>ARTICLE 3 - RECOGNITION</u>	1
<u>ARTICLE 4 - FOP/OLC SECURITY/DUES DEDUCTION</u>	2
<u>ARTICLE 5 - FOP/OLC REPRESENTATION</u>	2
<u>ARTICLE 6 - MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 7 - NON-DISCRIMINATION</u>	3
<u>ARTICLE 8 - BULLETIN BOARD</u>	4
<u>ARTICLE 9 - GRIEVANCE PROCEDURE</u>	4
<u>ARTICLE 10 - LABOR/MANAGEMENT MEETINGS</u>	6
<u>ARTICLE 11 - DISCIPLINE</u>	6
<u>ARTICLE 12 - PROBATIONARY PERIOD</u>	8
<u>ARTICLE 13 - EMERGENCIES</u>	8
<u>ARTICLE 14 - PERSONNEL FILES</u>	9
<u>ARTICLE 15 - SENIORITY</u>	9
<u>ARTICLE 16 - LAYOFF AND RECALL</u>	10
<u>ARTICLE 17 - HOURS OF WORK AND OVERTIME</u>	11
<u>ARTICLE 18 - CALL-IN PAY</u>	12
<u>ARTICLE 19 – SCHEDULED NON-DUTY OVERTIME</u>	13
<u>ARTICLE 20 - WAGES</u>	13
<u>ARTICLE 21 - INSURANCE</u>	14
<u>ARTICLE 22 - HOLIDAYS</u>	15
<u>ARTICLE 23 - VACATIONS</u>	16
<u>ARTICLE 24 - SICK LEAVE</u>	17
<u>ARTICLE 25 – PERSONAL LEAVE</u>	18
<u>ARTICLE 26 - INJURY LEAVE WAGE CONTINUATION</u>	19
<u>ARTICLE 27 - FUNERAL LEAVE/BEREAVEMENT LEAVE</u>	20
<u>ARTICLE 28 - LEAVES OF ABSENCE</u>	20
<u>ARTICLE 29 - SUBSTANCE TESTING</u>	22
<u>ARTICLE 30 - EQUIPMENT/CLOTHING</u>	24
<u>ARTICLE 31 - EQUIPMENT REPLACEMENT</u>	24
<u>ARTICLE 32 - VOLUNTARY TRAINING AND SAFETY</u>	24
<u>ARTICLE 33 - MANDATORY TRAINING</u>	25
<u>ARTICLE 34 - EMERGENCY MEAL ALLOWANCE</u>	26
<u>ARTICLE 35 - COMMUNICABLE DISEASES</u>	26
<u>ARTICLE 36 - TUITION REIMBURSEMENT</u>	26
<u>ARTICLE 37 - STRIKES AND LOCKOUTS</u>	28
<u>ARTICLE 38 - RETIREMENT</u>	28
<u>ARTICLE 39 - SCOPE OF BARGAINING</u>	28

<u>ARTICLE 40 - COPIES OF AGREEMENT</u>	29
<u>ARTICLE 41 - DURATION</u>	29
<u>ARTICLE 42 - PROMOTIONAL STANDARDS FOR SERGEANTS</u>	29
<u>ARTICLE 43 - MERGER OF SERVICES</u>	30
<u>ADDENDUM “A” - PAY SCALES</u>	31
<u>ADDENDUM “B” – UNIFORM/EQUIPMENT LIST</u>	32
<u>SIGNATURE PAGE</u>	33

ARTICLE 1 - AGREEMENT/PURPOSE**Current Contract Language**

Section 1.1. This Agreement entered into by the City of Bellbrook, Ohio hereinafter referred to as the "Employer," or the "City," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC," or the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY**Current Contract Language**

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2. The parties agree that should any provision of this Agreement be invalid as a matter of law, then, upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time and attempt to modify the invalid provisions of this Agreement by good faith negotiations, but in the event they are unable to reach agreement, then the City shall retain its inherent rights, subject to its obligations to comply with applicable law and neither party shall have access to dispute resolution procedures of Chapter 4117 of the Ohio Revised Code, but shall have access to the grievance procedure set forth in this contract.

ARTICLE 3 - RECOGNITION

Section 3.1. The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for all regular full-time employees in the bargaining units set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

- a. 93-REP-02-0020 as certified April 8, 1993: includes all full-time Patrol Officers.
- b. Excluded: Chief, ~~Lieutenant(s)~~ **Captain**, Sergeants, Administrative Assistant and all other employees.

Section 3.2. The Employer will not recognize any other union, organization, or person as the representative for any of the bargaining unit members unless required by law to do so.

ARTICLE 4 - FOP/OLC SECURITY/DUES DEDUCTION

Current Contract Language

Section 4.1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or next payday, whichever is later, said deductions will commence. All dues collected shall be paid over by the Employer once each month via ACH or USPS to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

Section 4.2. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Section 4.3. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.

Section 4.4. During the first pay period in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within seven (7) days of this request.

ARTICLE 5 - FOP/OLC REPRESENTATION

Current Contract Language

Section 5.1. The bargaining unit is allowed two (2) employees, as selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure, shall be known as the Associate. The Associate may have an alternate who shall act in his/her absence. The Union shall notify the Employer in writing of all employees selected to hold the position of Associate, alternate Associate, or any other position within the Union or the bargaining unit within a reasonable time period.

Section 5.2. No union meetings or other union activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his/her supervisor, for a reasonable period of time. The Union will make reasonable efforts to conduct its affairs in such a manner as not to interfere with the Employer's business.

Section 5.3. The FOP/OLC shall have reasonable access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

Section 5.4. FOP/OLC non-employee representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement or attending meetings.

Section 5.5. A total not to exceed thirty two (32) hours of paid leave per calendar year shall be available for use collectively by all employees covered by this Agreement, no matter how many representatives or alternates may be designated. The paid leave will be utilized for the purpose of attending FOP/OLC functions such as conventions, educational meetings and seminars. Said leave shall be taken in no less than four (4) hour increments. The Employer shall not unreasonably deny the authorization of vacation leave, holidays or the use of compensatory time for a member to attend said functions in addition to the above-mentioned thirty-two (32) hours. Under no circumstances will the Employer be required to provide paid leave to any employee for attending said functions once thirty two (32) hours of paid leave have been provided, in the aggregate, to employees covered by this Agreement in any calendar year.

Section 5.6. FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

ARTICLE 6 - MANAGEMENT RIGHTS

Current Contract Language

Section 6.1. Unless expressly provided to the contrary by a specific provision of this Agreement, management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department, as such rights existed prior to the execution of this or any other previous agreement.

The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline for just cause.
- B. Determine the overall methods, process, means, or personnel by which operations are to be conducted, and establish work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or demote employees; or, to lay off, terminate or otherwise relieve employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of employees required.
- E. To establish basic and in-service training programs and requirements for upgrading skills of employees.
- F. To take such measures as the City or Department of Police may determine to be necessary to carry out the mission of the department as a governmental unit.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedure.

ARTICLE 7 - NON-DISCRIMINATION**Current Contract Language**

Section 7.1. Neither the Employer, its agents, or officials, nor the FOP/OLC or its agents or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, disability, or union activity.

Section 7.2. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8 - BULLETIN BOARD**Current Contract Language**

Section 8.1. The Employer shall provide the Union with a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP/OLC and shall be solely for Union business; and,
2. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and
3. Upon request from an appropriate official of the Employer, the Union will immediately remove any notice or other writing that the Employer believes violates subparagraphs (1) and (2), but the Union shall have the right to grieve such action through the grievance procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of this Agreement, or an allegation that discipline has not been for just cause.

Section 9.2. Disciplinary matters must be brought pursuant to this Grievance Procedure before any appeal to any court or outside agency.

Section 9.3. Grievances will be settled at the earliest possible step of the procedure. The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.

Section 9.4.

Step 1 - Immediate Supervisor. Any employee or FOP/OLC representative having a grievance shall present his or her grievance in writing to their immediate supervisor, so long as that supervisor is not a bargaining unit member. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within ten (10) business days (Monday through Friday) from the date of the incident or when the employee knew or should have known of the incident giving rise to the alleged grievance. Within seven (7) calendar days from the date the employee first presented his or her complaint, the supervisor will attempt to resolve the matter or provide a written response to the grievance.

Step 2 - Department Head. If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance to the Chief within seven (7) calendar days of the date the reply was received or was due to be received in Step 1. The Chief will meet with the grievant and his/her representative(s) and otherwise attempt to resolve the matter within seven (7) calendar days of receipt of the grievance. The Chief after review and investigation of all matters of fact relative to the grievance shall issue a decision on the grievance form within seven (7) calendar days following the meeting.

Step 3 - City Manager. Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance to the City Manager within seven (7) calendar days of the date of receipt of the Step 2 answer or the date the answer was due to be received. The City Manager will review the grievance and all responses within seven (7) calendar days following the date he received the grievance.

If the City Manager determines that the previous responses were adequate and proper, he will so inform the grievant within fourteen (14) calendar days following the day he received the grievance.

If the City Manager or designee determines the responses to be incomplete or improper, or that sufficient evidence does not appear on its face to warrant a response, he may exercise the following procedure:

Conduct a meeting with all parties involved in attendance and available for questioning within fourteen (14) calendar days following the day he received the grievance. The City Manager or designee will inform the grievant of his decision within five (5) calendar days of the meeting.

Arbitration. When the grievant is unsatisfied, the matter may be taken to arbitration by the FOP/OLC, at its sole discretion, by filing, within fourteen (14) calendar days of the decision of the City Manager a Notice of Intent to Arbitrate. Within ten (10) calendar days of receipt of intent to arbitrate under the grievance arbitration procedure, the City and the FOP/OLC shall by joint letter solicit a list of at least seven nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Services (FMCS area #15 Ohio). Either party may once reject the list and request from FMCS another list of seven (7) names. The parties shall strike from that list. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the FOP/OLC and the availability of the arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. Said award shall be provided to the parties as soon as possible after the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the FOP/OLC shall share equally in the cost of the arbitrator.

In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall be selected from a panel of (7) arbitrators who have a primary office located within the State of Ohio. The parties agree that AAA will provide a “list only” and not provide administration services. Each party shall alternately strike names from the panel, and the remaining arbitrator shall be selected to hear the dispute.

Either party may strike the entire panel list once, prompting the issuance of a new panel from the same arbitration service. The cost of the initial panel shall be shared equally by the parties;

however, the party requesting the additional panel shall bear the full cost of the replacement list.

The Arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision that is contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure, or in matters of discipline, the date the grievant was affected.

Section 9.5. Time limits and steps as set forth in this procedure may be extended or waived by mutual agreement of the parties in writing.

Section 9.6. All grievances under this procedure shall be written on forms provided by the FOP/OLC.

ARTICLE 10 - LABOR/MANAGEMENT MEETINGS

Current Contract Language

Section 10.1. The parties will establish two (2) labor-management committees consisting of no more than two (2) bargaining unit employees per bargaining unit and the Chief of Police which may meet separately or together upon the request of the Chief or the Associate for the bargaining unit (but in no event more than monthly without mutual consent). The committees may meet at agreeable dates and times for the following purpose:

1. To disseminate general information of interest to the parties.
2. To give the FOP/OLC Representatives the opportunity to share the views of their members and/or suggestions on subjects of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Employer and the FOP in the best interest of the community.
5. To discuss safety and health issues of the Department.

Section 10.2. All bargaining unit employees of the Labor Management Committee shall be paid at their regular rate of pay while performing committee duties on a no loss/no gain basis.

ARTICLE 11 - DISCIPLINE

Section 11.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee

in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or in the instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

1. **Written Warning. Documented Counseling.** Records of **documented counselings** ~~written warnings~~ shall cease to have force and effect twelve (12) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
2. **Written reprimand.** Records of written reprimands shall cease to have force and effect twelve (12) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
3. **Minor suspension (16 hours or less) without pay.** Records of Minor Suspensions shall cease to have force and effect twenty-four (24) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period. (At the option of the employee, and the concurrence of the Employer, accrued vacation, holiday time or compensatory time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. **Major suspension (greater than 16 hours).** Records of Major Suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
5. **Discharge**

Section 11.2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written explanation of the charges and evidence supporting such charges. A pre-disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written explanation of charges. A copy of the Hearing Officers decision will be provided to the employee within ten (10) calendar days following the Pre-disciplinary Hearing. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's decision. Time frames may be extended by mutual agreement.

Pre-disciplinary hearings will be conducted by the City Manager and/or the Chief of Police. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.
2. Appear at the hearing and have an employee or non-employee representative of the FOP/OLC present oral or written statements in his defense.
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

At the pre-disciplinary hearing, the hearing officer(s) will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the

charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses, if called by the Employer. The Employer will decide what discipline, if any, is appropriate.

Section 11.3. Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Loss of pay discipline shall start at Step 2 of the grievance procedure.

Section 11.4. The bargaining unit employee under investigation shall be entitled to the presence of an employee and/or a non-employee O.L.C. representative at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

Section 11.5. The City agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 11.6. If a complaint is received on any behavior that violates our policy/procedures the Employer will always investigate the complaint. Based on the investigation information obtained, Employer would pursue the level of discipline, if necessary, in accordance to current contractual agreements.

Section 11.7. If any employee is notified of being the focus of an internal investigation, the Employer may place the employee on paid administrative leave while the investigation occurs. The Employer shall reserve the right to determine the terms of the administrative leave such as hours the employee must be available to participate in the investigative process.

Section 11.8. All entries of a disciplinary or adverse nature shall be maintained in the personnel file which shall be maintained in the Administration office. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a statement. No unfounded complaint shall become part of any bargaining unit member's personnel file.

ARTICLE 12 - PROBATIONARY PERIOD

Current Contract Language

Section 12.1. Every new Police Officer hired by the City of Bellbrook shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Police Officers' probation shall continue for a period of twelve (12) months. During the probationary period, Police Officers shall not have access to the grievance/arbitration provisions of this Agreement with respect to discharge. Officers promoted to sergeant who fail to successfully complete the probationary period may be returned to their original position without loss of seniority. Absent an arbitrary or capricious or unlawful decision to demote a probationary employee, demotions shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 12.2. An employee who is promoted or upgraded from part-time status to full-time status during their probationary period shall be required to successfully complete a probationary period of six (6) months, which may be extended by six (6) months at the discretion of the Chief of Police.

ARTICLE 13 – EMERGENCIES

Current Contract Language

Section 13.1. An emergency shall exist when formally declared at the City level by the Mayor. It is understood that such declaration may be ongoing and open ended and will be evaluated by City officials.

Section 13.2. Employees who are directed not to report to work or who are sent home by the Employer during such an emergency shall be paid at their regular rate of pay for their regularly scheduled hours of work during the duration of such an emergency.

Section 13.3. Any vacation or other leave that was pre-approved prior to the declaration of such an emergency shall be resubmitted for approval by management.

Section 13.4. During such an emergency, Employer shall make every effort to supply employees with necessary safety equipment appropriate to the situation giving rise to the emergency.

WAIVER IN CASE OF EMERGENCY

Current Contract Language

Section 13.5. In cases of emergency declared by the Mayor of the City of Bellbrook, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All agreements relating to the assignment of employees.

Section 13.6. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 14 - PERSONNEL FILES

Current Contract Language

Section 14.1. Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 14.2. Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 14.3. Requests for Release of Personnel Records. To the extent allowed by State or Federal Law and by State or Federal Court Decisions, personnel records shall be considered as

public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee believes that some of the records should not be released, it shall be the responsibility of the employee to notify the Chief of Police or the City Manager of the concern. No personal family information shall be released to anyone except as may be required by law or ordered by a court.

ARTICLE 15 – SENIORITY

"Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City of Bellbrook. A termination **or voluntary separation** of employment ~~lasting less than thirty-one (31) days~~ shall ~~not~~ constitute a break in continuous service. Once continuous service is broken, **unless the employee is reinstated through the Arbitration process**, the employee loses all previously accumulated seniority. If a Sergeant fails to complete his initial probationary period and returns to the bargaining unit, the Sergeant will be placed back at their original position of seniority.

Section 15.2. An approved leave of absence of one (1) year or less does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the Chief of Police for one (1) additional year for educational purposes.

Section 15.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.4. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the City.

Section 15.5. The Employer may hire individuals with prior training or experience to serve as full-time Officers. The Employer retains the right, to be exercised in its sole discretion, to place such individuals at any pay level on the appropriate pay scale immediately upon hiring consistent with any restrictions contained in Article 20.

ARTICLE 16 - LAYOFF AND RECALL

Current Contract Language

Section 16.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees thirty (30) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 16.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior employee being laid off first. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit employees on layoff or on voluntary demotion.

Section 16.3. Any employee laid off from the bargaining unit position may, at his option, displace a regular part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Section 16.4. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 16.5. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.6. The employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice, shall be removed from the recall list and be deemed to have resigned.

Section 16.7. For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City.

Section 16.8. Any employee laid off shall have the option to be paid out any balance of accrued but unused vacation leave. Leave will not continue to be accrued during the layoff period. If that employee is recalled, the employee will return with leave accruals of any time not used in the computation of his/her layoff payout.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all bargaining unit employees shall normally consist of forty (40) hours within a seven (7) day period. The standard work day for all bargaining unit members shall normally consist of eight (8) hours.

Section 17.2. Employees required to work in excess of eight (8) hours per work day, or in excess of forty (40) hours within a seven (7) day work period, shall be paid at the rate of one and one-half (1 - 1/2) times their regular hourly rate of pay for all such excess time.

- A. For purposes of computing hours of work and overtime compensation, anytime an employee is receiving pay from the employer including vacation time, compensatory time, holidays, personal days and sick leave or any other paid time, shall be considered time worked.
- B. There shall be no pyramiding of overtime.

- C. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.
- D. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation. Employees may not exchange for the purpose of creating overtime.
- E. Overtime will be calculated within each pay period for hours worked in excess of the employee's regularly scheduled hours. Overtime will be paid with the regular pay for that pay period.

Section 17.3. Compensatory time shall be granted in lieu of overtime compensation at the request of the employee, and shall not be unreasonably denied. Employees may accumulate a maximum of one hundred **twenty (120) sixty (160)** hours of compensatory time. In the event an employee accumulates one hundred **twenty (120) sixty (160)** hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with a minimum of **five (5) seven (7)** days' notice subject to the operational needs of the Police Department as determined by the Police Chief or his designee. **Twice each** calendar year, employees may elect to cash out up to eighty hours of their accumulated hours **(maximum 120) (maximum 160)** of compensatory time. The employee must notify the Chief or designee in writing by **March 31** and September 30 of the cash out year. **The cash-out will be paid within two full pay periods after the request.**

Beginning the first contract year **2026**, no bargaining unit member can accrue more than **120** hours. Employees who have a balance of more than one hundred **twenty** hours **(120)** of compensatory time at the signing of this Agreement will be paid out at their new rate of pay effective August 1, **2026** for each hour over **120**.

Section 17.4. Work schedules shall be posted ten (10) calendar days prior to their effective date. Seven (7) calendar days' notice must be given by the Employer prior to any non-emergency change in a posted schedule. All vacation, holiday compensatory time, training, and other leave requests must be submitted in writing to the Chief of Police or his designee no later than seven (7) days prior to the requested time off. The Employer shall have no obligation to grant any request not submitted in accordance with this Section.

Section 17.5. ~~Except for retraining (up to three (3) months), disciplinary reasons and special assignments (current example would be Detective),~~ **Except for temporary shift assignments (up to three (3) months) and special assignments,** bargaining unit employees shall be assigned to specific shifts based on seniority preference with the most senior member having priority selection. ~~Specialty assignments shall not preclude a member from seniority shift selection.~~

Section 17.6. In the event of non-emergency shift changes, or reassignments, the changes or reassignments shall be made on a seniority basis, with the least senior bargaining unit employee being reassigned first and subject to the provisions of Section 17.5 of this Article.

Section 17.7. Overtime will be equally offered and distributed to employees. Overtime rosters will be kept and will include a list of overtime hours worked. **Road coverage hours will be kept separately from off-duty / special details. and refused. All overtime will be logged except a shift extension due to a late detail or court time. The only time that will not be charged to an employee is when an employee is not spoken to.** Advance patrol overtime shall be posted and awarded based on the number of overtime hours worked, starting with the least hours worked and moving forward. Only the person working the overtime will be charged with the hours. If no one is willing to work the overtime and it is needed to be filled or unscheduled overtime needs to be filled a supervisor may order an officer to work the overtime. In this case the officer with the least number of hours will be ordered to work. **The Employer shall make reasonable efforts to ensure an officer has (7) hours between extended shifts.**

Section 17.8. Overtime that is offered/posted for off-duty details is separate from patrol overtime. This overtime will be offered to full-time officers based on seniority, assigned on a rotating basis. With the exception of the Sugar Maple Festival, the Lions Festival and the National Night Out event, overtime for off-duty details will be offered to full-time officers first before scheduling part-time officers for the off-duty detail.

Section 17.9. When additional officers are needed due to scheduled time-off, the City has the right to schedule any officer, full-time or part-time, to fulfill this need. When additional officers are needed due to unscheduled time-off, the City will offer these additional hours to full-time officers first and then to part-time officers. For the purposes of this section, the first two (2) shifts of unscheduled time off shall be offered to full-time officers first.

Section 17.10. Each bargaining unit employee may request up to twenty-six (26) Protected Days Off (PDOs) during each calendar year for regularly scheduled days off. Unused annual PDO allotments shall not carry over into the following calendar year and shall have no cash value or payout upon separation from employment.

PDO requests shall be submitted no later than five (5) days before the requested Protected Day Off. The first thirteen (13) PDOs requested by each employee prior to November 1 shall be considered on the basis of seniority. All remaining PDO requests, together with PDO requests submitted on or after November 1, shall be considered on a first-come, first-served basis in the order originally received.

PDO requests shall be approved or denied using the Department's established leave approval process. Each approved calendar day, or any part of a calendar day, shall count as one (1) PDO toward the employee's annual PDO allotment. Denied, canceled, or revoked PDOs shall not count toward the employee's annual PDO allotment.

Once approved, a Protected Day Off shall exempt the employee from mandatory overtime assignments on that regularly scheduled day off. Employees may voluntarily accept overtime assignments occurring on an approved Protected Day Off.

Employees may cancel an approved PDO prior to the Department's established deadline for mandatory overtime assignments applicable to that Protected Day Off. The Employer may revoke an approved PDO when necessary to address operational needs or staffing requirements.

The provisions of this Section shall exclusively govern the requesting and approval of Protected Days Off.

ARTICLE 18 - CALL-IN PAY

Section 18.1. Call-in time is defined as time for work assigned by the Chief of Police or his designated representative and performed by an employee at a time disconnected from his normal or prescribed hours of work. Call-in time is not extra time at the beginning or end of the normal or prescribed hours of work.

Section 18.2 **The City agrees to pay employees for a minimum of three (3) hours at one and one-half times the normal rate of pay if the employee is called in for duty, as determined by a supervisor, at a time other than that for which the employee has been scheduled, thus necessitating additional travel to and/or from work. Pyramiding is not permitted; therefore, if the call-in abuts the employee's scheduled shift, he/she shall be paid at the overtime rate for the actual hours worked prior to the scheduled shift. If the employee is notified the call-in is cancelled before arriving, the employee shall be paid a minimum of one (1) hour of overtime. Call-ins on an employee's regularly scheduled day off shall be a minimum of four (4) hours unless abutting scheduled shift duty.**

~~Section 18.2. An employee who is called in will be credited with a minimum of three (3) hours of work at the rate of one and one-half times his normal rate of pay. An employee who is called in and works more than three hours will be paid for actual hours worked at the rate of one and one-half times his normal rate of pay. An employee may elect to receive compensatory time in lieu of pay.~~

Section 18.3. An employee will be compensated for call-in pay, provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at his regular pay rate for actual hours worked until he has a sum of hours equal to regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance with Section 18.2 of this Article. An employee may elect to receive compensatory time in lieu of pay.

Section 18.4. The employee on call-in who has worked less than three (3) hours is required to check with his supervising authority on duty if additional necessary work is to be performed at that time before leaving. Except in circumstances unforeseeable to the Employer, the employee shall be notified at the time of call-in that there will be additional necessary work to be performed, and approximately how long such work will take to complete.

ARTICLE 19 - ~~COURT TIME SCHEDULED NON-DUTY OVERTIME~~

Section 19.1 **All employees who are required to work scheduled non-duty overtime, including court time shall be paid a minimum of three (3) hours at one and one-half times the regular rate of pay. Scheduled non-duty overtime occurring on an employee's regular scheduled day off shall be paid four (4) hours at the overtime rate. Pyramiding is not permitted; therefore, if the scheduled non-duty overtime abuts the employee's scheduled shift, he/she shall be paid at the overtime rate for the actual hours worked prior to the scheduled shift. If the employee is notified the overtime detail or court time is cancelled one (1) hour or less before arriving, the employee shall be paid a minimum of one (1) hour of overtime. Scheduled non-duty overtime scheduled on an employee's regularly scheduled day off shall be a minimum of four (4) hours unless abutting scheduled shift duty.**

~~Section 19.1. All employees who are required to appear in court for criminal proceedings or administrative hearings, when off duty, shall be credited with the actual time that they are required to be in court at a time and one-half rate. In no event will an employee receive less than three (3) hours pay at a one and one-half time rate of pay. An employee may elect to receive compensatory time in lieu of pay. If the court appearance is cancelled one (1) hour or more before the employee was scheduled to report, no overtime is due. If the court appearance is cancelled one (1) hour or less before the employee is scheduled to report, the employee shall receive one (1) hour of pay at the overtime rate.~~

Section 19.2. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, he shall be paid for the time he is actually required to be at court at a time and one-half rate, provided such time is in excess of his regularly scheduled hours, but in no event is less than three (3) hours time to be paid at one and one-half times the regular rate of pay. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half hours off for every hour worked consistent with the prior provisions of this Agreement.

ARTICLE 20 – WAGES

Section 20.1. Effective August 1, **2026**, current bargaining unit employees shall receive the hourly wage set forth in the pay schedules attached hereto. New employees shall be placed on the schedule in accordance with the terms of this Agreement. Employees shall move to the next step on the appropriate schedule on the appropriate anniversary date. If the Employer exercises its right to hire an officer and treat such person as a lateral entry pursuant to Article 15 of this Agreement, then the Employer shall have the sole discretion to place such person on the pay scale as follows:

- Lateral Entry Police Officers ~~shall~~ **may** be placed **at the top rate or below based on the decision of the Chief, or designee.** ~~on or below step five of the pay scale in effect as of that date.~~

Wages shall increase with **a 4.25%**, effective August 1, **2026**; **4.25%** effective August 1, **2027**; and **4%**, effective August 1, **2028**. **The Pay Steps have been compressed from 7 Steps to 5 Steps.**

Section 20.2. Officers assigned by the Chief, or designee, to serve as an officer-in-charge shall be entitled to receive an officer-in-charge supplement. Employees serving as an officer-in-charge shall be entitled to a supplement of two dollars (\$2.00) per hour.

Section 20.3. A shift differential of **seventy-five cents (\$0.75)** ~~fifty cents (\$0.50)~~ per hour shall be paid to all officers who work any hours between 1600 and 0800. The shift differential shall also be

paid to those working 1st shift on Saturdays, and Sundays. This shift differential shall not be increased for overtime hours.

Section 20.4. — Employment Bonus

~~Each employee covered by this agreement shall receive a one-time incentive bonus for dedication and service in the amount of two hundred fifty dollars (\$250) to be paid the first pay period of December 2023.~~

Section 20.4. Field Training Officer (FTO) - A police officer who has been assigned to serve as a Field Training Officer (FTO), in the sole discretion of the Chief of Police, (or his designee) shall receive an additional one dollar (\$1.00) per hour, for each whole or fraction of an hour the officer is performing FTO duties.

Section 20.5. Performance Incentive Eligibility. The City and Union shall implement a performance incentive program to award members of the bargaining unit for exemplary performance. To receive program payments, the following criteria must be met as of the end of the twelve (12) month evaluation period for the employee:

- A. The employee shall pass the employee's annual performance evaluation receiving at least an overall rating of "meets standards".
- B. The employee will have no more than five (5) instances of sick leave during the twelve (12) month evaluation period, excluding leave which has been approved for FMLA.
- C. The employee will achieve and maintain all weapons certifications and mandatory training.
- D. The employee will not have received any disciplinary actions from a minor suspension classification or higher during the twelve (12) month evaluation period.

Upon successful completion of the above elements, each employee will be awarded a \$500 performance incentive bonus payable after the annual performance evaluation.

ARTICLE 21 - INSURANCE

Section 21.1. The Employer agrees to maintain for bargaining unit members and their dependents the same Health Care Insurance Plan and Life Insurance Plan offered to all other City of Bellbrook employees. It is understood that such health care insurance plan may change from time-to-time during the term of the agreement. The Life Insurance Plan will be for \$50,000.00 minimum per employee. The City may offer employees the option of purchasing additional life insurance coverage through the City's group life insurance provider.

Section 21.2. Employees shall contribute the same amount of monthly premium as all other non-union employees not to exceed thirteen percent (13%) of the monthly premium. Employees selecting single coverage shall have one hundred percent (100%) of the premium paid by the City. If the employees elect to participate in a high deductible health care plan, the City will contribute the same amount to the employee's health savings account as it does for all other non-union employees. The health savings account contribution shall **remain at current contribution rate, 65% HSA deductible paid in 2027, and 80% deductible paid in 2028.** ~~not be less than forty percent (40%) of the corresponding deductible.~~

Section 21.3. The City will continue to participate in the wellness program established by the insurance provider. Employees covered by this agreement will be required to be compliant with the standards of the wellness program. Employees that are non-compliant will no longer be eligible for the premium discount and shall pay the non-discount premium currently applicable.

Section 21.4. In an effort to promote health and wellness of employees, the City will provide the equivalent of a “classic level membership” to Planet Fitness. Should the employee elect to join a different facility, the City will honor the current monthly membership fee of Planet Fitness. Should an employee prefer to exercise outside of a gym, they would be eligible for the incentive as long as they log their workouts.

This membership will be provided to those employees who request to utilize this incentive through the Chief of Police by filing out a request form. This form will be used to provide the employee with a check in the amount equivalent to a six month membership in advance.

Use of this membership will occur on the employee’s own time. The employee will be required to submit a check in log, provided by Planet Fitness or other facility, on January 1 and July 1 of each year to verify usage and continue in the program. Employees who exercise outside of a gym must submit the log they keep of their workouts. Memberships which are not used an average of once per week (twenty six visits) during the six month period will be required to pay back the Employer for any months unused. For the purpose of repayment, four visits will be considered one month’s usage. Employees may choose to start/pause/restart the membership at any time and will be provided with a prorated membership fee if requested outside of the six month cycle.

ARTICLE 22 - HOLIDAYS

Section 22.1. All full-time bargaining unit employees are entitled to the following paid holidays:

New Year's Day
 Martin Luther King, Jr. Day
 President's Day
 Good Friday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Eve Day
 Christmas Day

Section 22.2. The length of the holidays listed above shall be eight (8) hours. All hours worked on the Holiday shall be at the overtime rate.

Section 22.3. On the Sunday after the first pay period paid in December of each year of this agreement, each employee shall be credited with **ninety-six (96)** ~~one hundred four (104)~~ hours holiday compensatory time. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the

time requested, and shall be honored subject to the operational needs of the department, in accordance with Section 17.4.

Section 22.4 On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit at their current rate of pay.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 22.5. FOP members may request in writing to have Holiday compensatory time paid before the first regularly scheduled pay day in December of each year. Only one (1) request shall be allowed per year. These requests will be reviewed and approved as appropriate by the employer. Available Holiday compensatory time paid under this provision will correspond to the member's Holiday compensatory time balance in regard to those holidays having already occurred. Upon the member's request, the Holiday compensatory time pay may be directly deposited into the member's health savings account (H60SA).

ARTICLE 23 - VACATIONS

Section 23.1. Bargaining unit employees shall be granted their appropriate vacation on an accrual basis, with full pay, based on their length of service of full-time employment with the City and subject to the terms of this Agreement.

Section 23.2. Vacation shall be earned as follows:

Length of Service	Bi-Weekly Accrual Rate	Annual Vacation Hours
Hire date – 4 years	3.077	80
5 years – 14 years	4.615	120
15 years – 19 years	6.154	160
20 years +	7.6923	200
25 years +	9.2307	240

Section 23.3. Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

Section 23.4. Employee's shall notify the Employer no later than **five (5) seven (7)** days prior to the requested time off to use vacation. Employees may request prior to **February November** 1, the dates for ~~that~~ **the following** vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. These requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department. Requests submitted after ~~February~~ **November** 1 shall be honored on a first come first serve basis.

Section 23.5. Bargaining unit employees shall be permitted to carry over and may accumulate unused vacation leave as follows:

Annual Accrual Amount	Maximum Accumulation
2 weeks (80 hours)	160 hours
3 weeks (120 hours)	240 hours
4 weeks (160 hours)	320 hours
5 weeks (200 hours)	400 hours
6 weeks (240 hours)	480 hours

Section 23.6. Employees in good standing shall be paid out any/all accrued vacation upon separation from the Employer.

ARTICLE 24 - SICK LEAVE

Section 24.1. Each full-time employee shall be entitled to 4.6 hours of sick leave with pay, up to an accumulation and maximum annual usage of one hundred twenty (120) days for every eighty (80) hours of regular time, not overtime, worked. A written statement by a physician may be required after three (3) consecutive sick leave days, at the discretion of the Chief of Police or the City Manager. Regular time shall be defined as anytime an employee is receiving pay from the Employer including vacation time, compensatory time, Holidays, personal days, sick leave, or any other paid time excluding overtime.

Section 24.2. An employee may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, or exposure to a contagious disease which could be communicated to other employees.

Section 24.3. An employee may use **twenty (20)** ~~ten (10)~~ days of sick leave per year to care for an ill or injured member of the immediate family (when the employee is the primary care giver), as defined in Section 24.4 (excluding aunt and uncle). The employer may reasonably request documentation from an attending physician that the employee's presence is necessary.

Section 24.4. For the purpose of this Article, the "immediate family" is defined as only: mother, father, step-parent, child, step-child, spouse, grandparent, grandchild, aunt, uncle, parent in-laws, legal guardian or other person who stands in the place of a parent, other family member residing with or a dependent of the employee, and significant other living with the employee.

Section 24.5. Each Police Officer shall notify or cause his supervisor to be notified of his absence not later than One (1) hour prior to the regular starting time of the working day.

Section 24.6. Employees shall receive accrued sick leave upon active service or disability retirement from OP&F for all days accrued, at the rate of one (1) days pay for each three (3) days accrued but in no event shall any employee receive more than sixty-five (65) days of pay upon retirement.

Section 24.7. All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

Rules and Procedures:

1. When an employee's sick leave hours are about to be exhausted, he/she or the FOP Representative shall request, in writing, to the Chief of Police, consideration for receipt of donated sick leave hours from other bargaining unit members.

2. The Chief of Police has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.
3. Upon application, the Chief of Police will respond to the employee within five (5) business days.
4. Upon approval of the request, the Chief of Police will post a sick leave donation request announcement for the employee.
5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.
6. Any employee providing hours must have a minimum of 200 hours to participate. Only hours above the 200 level may be used.
7. Donation of sick leave hours must be in 40-hour blocks (minimum and maximum), except for employees with less than 240 hours.
8. Donated hours are deducted from an employee's available number of days to use each year. Example – 40 hours donated, 120 days – 5 days + 115 days left.
9. Each employee may donate sick leave hours at any time in a calendar year.
10. This program is used only when the employee exhausts all other leave (earned vacation days, vacation and compensatory hours).
11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.
12. When an employee who has been the beneficiary of donated time returns to work, unused donated time shall be returned, equally, to those that donated time.

Section 24.9. In the unfortunate event of the death of an active member of the bargaining unit while in the line of duty and performing their duties, the beneficiary or next-of-kin shall be paid for all unused sick time.

ARTICLE 25 – PERSONAL LEAVE

Section 25.1. Each employee shall receive twenty four (24) hours of paid leave on August 1st of each calendar year. Personal Leave time credit and cash conversion shall be pro-rated for those employees employed for less than the full August to August period, based upon the number of full, 4-month blocks remaining in the period. An employee who separates and who has taken Personal Leave time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 25.2. Personal time shall be paid at the employee's regular rate of pay in effect at the time the leave is taken.

Section 25.3. Employee's shall notify the Employer no later than **five (5)** ~~seven (7)~~ days prior to the requested time off to use a personal day. Requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department.

Section 25.4. Any unused personal leave at July 31 shall be zeroed out prior to the addition of the next year's hours on August 1st.

Section 25.5. Bargaining unit employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused personal leave at the time of separation.

ARTICLE 26 - WAGE CONTINUATION

Current Contract Language

Section 26.1. Reporting. Any bargaining unit member injured in the line of duty will file a written accident or injury report with the Chief of Police or the Chief's designee within twenty-four (24) hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure, without good cause, of a bargaining unit member to comply with this section may be grounds for the City to deny wage continuation leave or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file an application with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the City for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

Section 26.2. No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties and not the result of "horseplay", sole negligence, recklessness, self-infliction, or drug or alcohol use by an employee.

Section 26.3. An employee who suffers a service-connected injury as noted in Section 26.1 of this Agreement incurred in the course of and arising out of employment with the City shall be eligible for wage continuation. Wage Continuation shall be available for a maximum of seven hundred twenty (720) work hours. After 720 work hours of wage continuation the employee may utilize sick time or other approved leave of absence. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) work hours provided at the time of the initial work connected injury date.

Section 26.4. When an employee applies for wage continuation, he/she must execute an agreement assigning to the City any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau Workers' Compensation. After approval of the wage continuation by the City, the City will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

Section 26.5. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the City. If the employee and the City are unable to agree upon such third physician, both the City's physician and the employee's physician shall together select such third physician.

Section 26.6. For the purposes of this Article, an injury is defined as a traumatic damage to the body or resulting psychological distress resulting in an inability to perform the essential functions of their position.

ARTICLE 27 - FUNERAL LEAVE/BEREAVEMENT LEAVE

Current Contract Language

Section 27.1. If a death occurs among members of an employee's immediate family, the employee shall be granted three (3) days paid funeral leave/bereavement leave without loss of pay, benefits, days off, holidays or vacation time.

Immediate family for this section holds the same definition as in Article 24 of this Agreement in addition to include: child-in-law, sibling, step-sibling, sibling-in-law, grandparent-in-law, aunt-in-law, uncle-in-law, other family member residing with or a dependent of the employee, and significant other living with the employee. Funeral leave may be extended at the discretion of the Chief of Police, based on individual circumstances. Any granted extension of funeral leave/bereavement leave beyond the original three (3) paid days shall be charged to the employee's sick leave.

ARTICLE 28 - LEAVES OF ABSENCE

Current Contract Language

Section 28.1. Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave. An employee who has completed their probationary period and is unable to perform the essential functions of their position may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated paid and unpaid leave rights provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Disability leave will continue for a period of one (1) year from the date the employee first went on leave due to their disabling condition, unless the employee becomes certified by a licensed medical practitioner as able to return to work and to perform the essential functions of their position. If the employee is not able to return to work by the end of the one (1) year period, the employee shall be deemed separated from employment with the employer.

If the employee is certified as able to return to work by a licensed medical practitioner, the employer shall have the right to have the employee examined prior to their return to work. , If the two reports

conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance or arbitration procedure.

B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (a) above, at the Employer's expense to determine the employee's physical or mental capability to perform the essential functions of their position. Examinations may be periodic or as the Employer requires. If the employee disagrees with the results of an examination ordered by the Employer, the employee may be examined by a licensed medical practitioner of their choice. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, finding and not subject to appeal under the grievance or arbitration procedure. If the employee, after examination is found to be unable to physically or mentally perform the essential duties of their position by such physician, he/she shall be placed on Disability Leave as described in paragraph (A) above.

If the employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid leave.

C. Leave of Absence. The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended except for educational purposes.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
5. No benefits shall accrue or be paid during any unpaid leave of absence.

D. Family and Medical Leave. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. Such leave may be granted for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The period of FMLA leave shall include any period of sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation time, and any other paid time off (except compensatory time) before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for his share of the health insurance cost during unpaid leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City. The City, as its sole discretion, may waive the insurance premium repayment.

Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

28.2. Leaves with Pay

- A. Employer shall provide two (2) weeks of paid parental leave to run concurrently with the current FMLA twelve (12) weeks. Leave can be used by a mother or father before, during, and/or after the birth of a child, or adoption of a child.

Section 28.2. The Employer agrees to comply with State and Federal laws governing paid court and military leaves.

ARTICLE 29 - SUBSTANCE TESTING**Current Contract Language**

Alcoholism, drug addiction, or drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

The Chief or the City Manager may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the employee is under the influence of alcohol while on duty.

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

- A. Observable phenomena, such as direct observations of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .02 percent, as outlined under O.R.C. 4511.19(B). The City may also suspend the employee without a loss of pay before the time the confirmatory test result is complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline up to and including discharge.

If the employee: (1) refuses to take a screening or confirmatory test or undergo rehabilitation or detoxification or (2) fails to complete a program of rehabilitation or detoxification or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, he shall be subject to disciplinary action up to and including discharge.

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

The Employer shall pay for drug and alcohol screening and confirmatory tests.

ARTICLE 30 - EQUIPMENT/CLOTHING

Section 30.1. The Employer will provide all uniforms and accessories at no cost to the employee. See Uniform and Equipment List, Addendum B.

Section 30.2. The Employer will provide all safety equipment including ballistic vests (inner or outer at the Employee's preference) and shall replace or update said items as necessary or according to manufacturer's specifications. The employer may require employees to use or wear items purchased under this Article. Said items shall fit properly, shall be in good order and free from defects.

Section 30.3. The Employer will provide a uniform/footwear/miscellaneous equipment allowance to each employee on the first full payroll of each calendar year in the amount of **\$1,000** ~~\$800~~ for employees to use to replace worn uniform items, as necessary, and without delay. Uniform items and vendors will be approved by the City. Employee shall be responsible for ordering, making returns, alterations and any other necessary transactions related to the replacement and upkeep of uniforms and equipment. Any mistakes made on behalf of the vendor shall not be the responsibility of the employee to make the corrections.

Section 30.4. An employee assigned to work as a detective shall receive a one-time plainclothes allowance of four hundred dollars (\$400.00).

ARTICLE 31 - EQUIPMENT REPLACEMENT

Current Contract Language

Section 31.1. Employees who damage or lose issued equipment or personal property in the line of duty should apply in writing to their immediate supervisor for reimbursement or replacement. The immediate supervisor will investigate the request and turn in an evaluation to the Chief. The Chief will then decide if a requisition or reimbursement shall be made. Each situation will be judged on a case-by-case basis, but replacement or reimbursement shall not be unreasonably denied. If the employee follows this procedure, the Chief will decide the matter and requisition a replacement of comparable value or repair (if the decision is favorable) as soon as possible but in no case later than thirty (30) days of the application. The Chiefs decision shall not be subject to the grievance procedure contained herein.

ARTICLE 32 - VOLUNTARY TRAINING AND SAFETY

Current Contract Language

Section 32.3. All employees will attend training sessions necessary to maintain and improve skills as mutually agreed to by the Chief of Police or his authorized designee. Article 33 will not apply to a voluntary training session or conference as defined in this Article.

Section 32.2. An officer may request authorization from the Chief of Police to attend a training session that is not required, but is optional or voluntary. If an officer is authorized to attend a voluntary training session or conference, the City may, at the discretion of the Chief of Police or his designee, pay for some or all of the cost of attending this training session or conference. If an officer is authorized to use his own vehicle to attend the training session, the City shall reimburse the officer for mileage, pursuant to the current IRS rate, if the location is beyond a reasonable commuting distance of fifty (50) miles from the City.

Section 32.3. The City agrees to maintain safe and healthy working conditions in all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The FOP/OLC agrees to work cooperatively in maintaining safety in the Department.

Section 32.4. The City agrees to discuss safety conditions and practices with the employees and the employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 33 - MANDATORY TRAINING

Current Contract Language

Section 33.1. All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or his designee.

Section 33.2. Off-duty time spent in required training or instruction connected to the officer's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for actual hours the employee is involved in the training or instruction. Training or instruction disconnected from an employee's normal work schedule shall be treated as call-in time in accordance with Article 18. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with prior provisions of this Agreement.

Section 33.3. When possible, checks for expenses may be drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be as follows:

A. Transportation. For personal vehicle use, monetary allowances will be provided for travel outside of an employee's reasonable commute. For the purposes of this article, reasonable commute shall be more than thirty (30) miles one way. Current IRS rate at the time for use of personal vehicle or the actual cost of the ticket, if commercial transportation is used. City vehicles shall be used when feasible and approved. When a City vehicle is used, the employee shall obtain authorization from his supervisor.

B. Meals. Meals required to be purchased by the employee because of official business shall be advanced at rates not to exceed:

Breakfast - \$10.00 Lunch - \$20.00 Dinner - \$30.00

C. Lodging. If official City business requires the employee to stay overnight fifty (50) or more miles away from the City, advance payment for lodging shall be the actual cost up to \$175.00 per night.

D. Travel Time. Reasonable travel time to and from out of town training or schools shall be counted as hours worked to the extent that it exceeds a reasonable commute. For purposes of this Article, reasonable commute is more than thirty (30) miles one way. Should the City provide overnight accommodations only one (1) round trip may be compensated.

E. Miscellaneous. If the official City business requires the employee to be away from the City, actual costs will be reimbursed by the City in addition to the expenses listed above in this paragraph to cover miscellaneous expenses such as parking and tolls.

Section 33.4. Either reimbursement or advance payment shall be reviewed by the Chief and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 33.5. This Article does not apply to FOP/OLC business. Expenses related to FOP/OLC business are not chargeable to or reimbursable by the City.

ARTICLE 34 - EMERGENCY MEAL ALLOWANCE

Current Contract Language

Section 34.1. The City will either furnish meals or reimburse employees for meals, provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be \$6.00 per meal. Whenever practicable and while on City time, employees shall be given a period of thirty (30) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of unforeseeable circumstances or emergencies and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

ARTICLE 35 - COMMUNICABLE DISEASES

Current Contract Language

Section 35.1. The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be issued to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self protection. Said policy and procedures shall be updated as often as new information is made available.

Section 35.2. The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of

precautionary measures taken. The Employer agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provide viable options for that affected employee.

ARTICLE 36 - TUITION REIMBURSEMENT

Section 36.1 Reimbursement Program

Each full-time employee who is subject to the provisions of this Agreement will be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

- A. An estimate of the costs and education goals shall be submitted in writing via an Education Plan to the Chief of Police and City Manager for approval. This must be submitted on an annual basis for budgetary purposes.
- B. All courses must be job related and approved by the Employer. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the employee's immediate supervisor and with the City Manager's office. All scheduled times of courses must be approved by the Chief and/or City Manager. Any situation, which in the discretion of the Chief would require a member's presence on the job shall take complete and final precedence over any times scheduled for courses.
- C. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Section.
- D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.
- E. Reimbursement for tuition will be made when the Employee presents an official certification, or its equivalent, and a receipt of payment from the institution confirming satisfactory completion of the approved course.
- F. Reimbursement of tuition will be at one hundred percent (100%) with a maximum reimbursement per employee per year set at the beginning of each fiscal year by the City Manager based on budget constraints.
- G. Reimbursement will be eligible if the employee has:
 - 1. A grade of "C" or better, ("B" or better in a graduate level course.);
 - 2. A passing grade in a pass/fail course;
 - 3. In a "Test Out" course either number 1 or number 2 shall apply.
- H. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City:

Persons working on a Post Graduate/Master's Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.

Persons working on a Bachelor's Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.

Persons working on an Associate's Degree will reimburse the City if they leave within one (1) year after receiving reimbursement.

- I. These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.
- J. The Employer recognizes the benefits of well-trained, well-educated employees through the following **annual** ~~one-time~~ incentives:

Veteran's Experience	\$250 \$550
Associates Degree	\$250 \$550
Bachelor's Degree	\$500 \$800
Master's Degree	\$750 \$1,050

Bargaining unit employees will be eligible for the incentive for the highest degree obtained after probation. Employee must submit a copy of the degree or final transcript with the request for incentive. Veterans must submit a copy of their DD-214.

*Veteran's Experience includes veteran's of the Armed Services and must be Honorably Discharged or General Under Honorable Conditions.

ARTICLE 37 - STRIKES AND LOCKOUTS

Current Contract Language

Section 37.1. The Employer and the FOP/OLC recognize that a a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides clear guidance for the orderly resolution of grievances. Therefore, the parties agree that:

During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation of services of the Employer during the life of this Agreement.

During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated this article.

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate this article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

In the event of any violation of this article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 38 – RETIREMENT**Current Contract Language**

Section 38.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the Employer.

Section 38.2. Retired employees shall be permitted to retain their department identification credentials. The Employer may exercise the option to stamp said credential with the term "Retired."

Section 38.3. Retired employees may retain one complete set of the department's formal uniform (one pair of pants, one shirt, one dress jacket, one nameplate, service stars and award ribbons), to include their service weapon.

Section 38.4. Employees within twelve (12) months of retirement shall be allotted one (1) workday at department expense to travel to the Police and Fire Pension System and correlate any retirement related affairs.

ARTICLE 39 - SCOPE OF BARGAINING**Current Contract Language**

Section 39.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed unless the FOP is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or effects of the decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 40 - COPIES OF AGREEMENT**Current Contract Language**

Section 40.1. The FOP/OLC will make available to each covered employee an electronic copy of this Agreement upon request. The FOP/OLC will provide at least three (3) printed copies; one each to the two Associates and one for the briefing room. .

ARTICLE 41 - DURATION

Section 41.1. This Agreement shall be effective as of August 1, **2026**, and shall remain in full force and effect until midnight July 31, **2029**.

Section 41.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement, and no later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 41.3. If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14(G)(11), the fact-finder and/or conciliator

shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to August 1, **2026**.

ARTICLE 42 - PROMOTIONAL STANDARDS FOR SERGEANTS

Current Contract Language

Section 42.1. All current bargaining unit members holding the rank of Patrol Officer applying for promotional consideration to the rank of Sergeant will be required to meet the following criteria. All dates refer to the date of the promotional test. Promotional testing procedures are detailed in the City of Bellbrook Police Department's General Orders.

Section 42.2. All such applicants must:

- A. Have completed five years of full-time service as a Patrol Officer;
- B. Have actively served as a Field Training Officer for the City of Bellbrook within the last three years;
- C. Have not been subject to any disciplinary suspensions for the last three years while employed with the City of Bellbrook;
- D. Be current in all training and certifications; and
- E. Have received positive evaluations for the last three years while employed with the City of Bellbrook.

Section 42.3. The Employer shall, in its sole discretion, determine if an applicant is qualified to sit for the Sergeant's test in light of the foregoing criteria. The Employer's judgment in that regard shall be final.

Section 42.4. Any or all of the foregoing may be waived by the Employer, in its sole discretion, if the applicant pool contains two or fewer Patrol Officers.

Section 42.5. Nothing in this Article shall limit the Employer's rights under Article 6 and 15 to hire new employees.

ARTICLE 43 - MERGER OF SERVICES

Current Contract Language

Section 43.1. Should a merger of services occur with the City of Bellbrook and any other Government entity and the City becomes the jurisdiction of name either by retaining the name of "The City of Bellbrook" or by changing its name, all existing employees of The Bellbrook Police Department shall retain their jobs and benefits under the current agreement without being required to reapply for those positions.

Section 43.2. In the event formal merger discussions are started with another entity, the City of Bellbrook and the Union will meet to discuss the terms of a merger, upon written request of either party.

Section 43.3. In the event of a merger as described in section 43.1, a promotional test will be administered for all newly created sergeant positions. Current Bellbrook officers that are no longer in probationary status shall be eligible to participate in the promotional test. Officers from the other entity holding the rank of Sergeant will also be eligible to participate in the promotional test.

Section 43.4. All other officers from the other entity that are hired shall be hired at the rank of Police Officer.

ADDENDUM “A” - PAY SCALES

Effective **8-1-2026**, an increase of **4.25%**:

	<i>OFFICERS WAGES</i>
STEP	
1	\$
2	\$
1	\$36.12
2	\$37.99
3	\$39.84
4	\$41.75
5	\$43.62

Effective **8-1-2027**, an increase of **4.25%**:

	<i>OFFICERS WAGES</i>
STEP	
1	\$
2	\$
1	\$37.66
2	\$39.60
3	\$41.54
4	\$43.52
5	\$45.47

Effective **8-1-2028**, an increase of **4%**:

	<i>OFFICERS WAGES</i>
STEP	
1	\$
2	\$
1	\$39.16
2	\$41.18
3	\$43.20
4	\$45.27
5	\$47.29

ADDENDUM “B” – EQUIPMENT/UNIFORM LIST

The following is a list of equipment provided by the City for initial issue to newly hired police officers. Items the City is responsible for replacement upon damage in the performance of duty or normal wear and tear are noted. All other items are the responsibility of the employee to purchase and maintain beyond initial issue.

Item Description	City responsible for replacement
Uniform Shirt, Short Sleeve – 3 initial issue	
Uniform Shirt, Long Sleeve – 3 initial issue	
Uniform Pants – 3 initial issue	
Uniform Hat and band	
Uniform Duty Coat, Light and Winter	
Uniform Boots – 1 pair initial issue	
Uniform Dress Blouse	
Nameplate	
Hat Badge	
Badge, 2 initial issue	
Inner and Outer Duty Belt, 2 Keepers	X
Key Ring	X
Tourniquet and Case	X
Radio Holder	X
Duty Weapon Holster	X
Ballistic Helmet	X
Gas Mask	X
Body Armor (with undershirt carrier)	X
Portable Radio	X
Handcuffs and Case	X
Service Pistol	X
TASER	X
OC Spray and Holster (if carried)	X
ASP Baton and Holster (if carried)	X
Police ID	X
Two Factor Authentication token/key	X
Building Access Keys	X

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorization representative

This _____ day of _____, **2026**.

FOR THE CITY OF BELLBROOK:

**FOR THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.:**

Rob Schommer, City Manager

Rick Paquette, FOP/OLC Staff Rep.

Steve Carmin, Chief of Police

Tony Ruble, FOP/OLC Associate

Josh Warren, FOP/OLC Associate

TENTATIVE AGREEMENT
BETWEEN
THE CITY OF BELLBROOK



AND

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



OHIO LABOR COUNCIL

SERGEANTS

2026-2028

Table of Contents

ARTICLE 1 - AGREEMENT/PURPOSE	
ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY	
ARTICLE 3 - RECOGNITION	
ARTICLE 4 - FOP/OLC SECURITY/DUES DEDUCTION	
ARTICLE 5 - FOP/OLC REPRESENTATION	
ARTICLE 6 - MANAGEMENT RIGHTS	
ARTICLE 7 - NON DISCRIMINATION	
ARTICLE 8 - BULLETIN BOARD	
ARTICLE 9 - GRIEVANCE PROCEDURE	
ARTICLE 10 - LABOR/MANAGEMENT MEETINGS	
ARTICLE 11 - DISCIPLINE	
ARTICLE 12 - PROBATIONARY PERIOD	
ARTICLE 13 – PERSONAL LEAVE	
ARTICLE 14 - PERSONNEL FILES	
ARTICLE 15 - SENIORITY	
ARTICLE 16 - LAYOFF AND RECALL	
ARTICLE 17 - HOURS OF WORK AND OVERTIME	
ARTICLE 18 - CALL IN PAY	
ARTICLE 19 – SCHEDULED NON-DUTY OVERTIME	
ARTICLE 20 - WAGES	
ARTICLE 21 - INSURANCE	
ARTICLE 22 - HOLIDAYS	
ARTICLE 23 - VACATIONS	
ARTICLE 24 - SICK LEAVE	
ARTICLE 25 – INJURY LEAVE WAGE CONTINUATION	
ARTICLE 26 - FUNERAL LEAVE/BEREAVEMENT LEAVE	
ARTICLE 27 - LEAVES OF ABSENCE	
ARTICLE 28 - SUBSTANCE TESTING	
ARTICLE 29 - EQUIPMENT/CLOTHING	
ARTICLE 30 - EQUIPMENT REPLACEMENT	
ARTICLE 31 - VOLUNTARY TRAINING AND SAFETY	
ARTICLE 32 - MANDATORY TRAINING 24	
ARTICLE 33 - EMERGENCY MEAL ALLOWANCE	
ARTICLE 34 - COMMUNICABLE DISEASES	
ARTICLE 35 - TUITION REIMBURSEMENT	
ARTICLE 36 - STRIKES AND LOCKOUTS	
ARTICLE 37 - RETIREMENT	
ARTICLE 38 - SCOPE OF BARGAINING	
ARTICLE 39 - COPIES OF AGREEMENT	
ARTICLE 40 - DURATION	
ARTICLE 41 - PROMOTIONAL STANDARDS FOR SERGEANTS	

ARTICLE 42 - MERGER OF SERVICES

ADDENDUM “A” - PAY SCALES

ADDENDUM “B” – UNIFORM/EQUIPMENT LIST

SIGNATURE PAGE 32

ARTICLE 1 - AGREEMENT/PURPOSE

Current Contract Language

Section 1.1. This Agreement entered into by the City of Bellbrook, Ohio hereinafter referred to as the "Employer," or the "City," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC," or the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY

Current Contract Language

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2. The parties agree that should any provision of this Agreement be invalid as a matter of law, then, upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time and attempt to modify the invalid provisions of this Agreement by good faith negotiations, but in the event they are unable to reach agreement, then the City shall retain its inherent rights, subject to its obligations to comply with applicable law and neither party shall have access to dispute resolution procedures of Chapter 4117 of the Ohio Revised Code, but shall have access to the grievance procedure set forth in this contract.

ARTICLE 3 - RECOGNITION

Section 3.1. The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for all regular full-time employees in the bargaining units set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

- a. 93-REP-02-0019 as certified April 8, 1993: includes all full-time personnel in the rank of Sergeant.
- b. Excluded: Chief, **Captains** ~~Lieutenant(s)~~, Administrative Assistant and all other employees.

Section 3.2. The Employer will not recognize any other union, organization, or person as the representative for any of the bargaining unit members unless required by law to do so.

ARTICLE 4 - FOP/OLC SECURITY/DUES DEDUCTION

Current Contract Language

Section 4.1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions will commence. All dues collected shall be paid over by the Employer once each month to the FOP/OLC via ACH or USPS to 222 East Town Street, Columbus, Ohio 43215-4611.

Section 4.2. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Section 4.3. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.

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

ARTICLE 5 - FOP/OLC REPRESENTATION

Current Contract Language

Section 5.1. One (1) employee, as selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure, shall be known as the Associate. The Associate may have an alternate who shall act in his/her absence. The Union shall notify the Employer in writing of all employees selected to hold the position of Associate, alternate Associate, or any other position within the Union or the bargaining unit within a reasonable time period.

Section 5.2. No union meetings or other union activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his/her supervisor, for a reasonable period of time. The Union will make reasonable efforts to conduct its affairs in such a manner as not to interfere with the Employer's business.

Section 5.3. The FOP/OLC shall have reasonable access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

Section 5.4. FOP/OLC non-employee representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement or attending meetings.

Section 5.5. A total of twenty-four (24) hours of paid leave per calendar year shall be available for use collectively by all employees covered by this Agreement, for the purpose of attending FOP/OLC functions such as conventions, educational meetings and seminars. Said leave shall be taken in no less than four (4) hour increments. The Employer shall not unreasonably deny the authorization of vacation leave, holidays or the use of compensatory time for a member to attend said functions in addition to the above-mentioned twenty-four (24) hours. Under no circumstances will the Employer be required to provide paid leave to any employee for attending said functions once twenty-four (24) hours of paid leave have been provided, in the aggregate, to employees covered by this Agreement in any calendar year.

Section 5.6. FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

ARTICLE 6 - MANAGEMENT RIGHTS

Current Contract Language

Section 6.1. Unless expressly provided to the contrary by a specific provision of this Agreement, management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department, as such rights existed prior to the execution of this or any other previous agreement.

The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline for just cause.
- B. Determine the overall methods, process, means, or personnel by which operations are to be conducted, and establish work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or demote employees; or, to lay off, terminate or otherwise relieve employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of employees required.
- E. To establish basic and in-service training programs and requirements for upgrading skills of employees.
- F. To take such measures as the City or Department of Police may determine to be necessary to carry out the mission of the department as a governmental unit.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedure.

ARTICLE 7 - NON-DISCRIMINATION**Current Contract Language**

Section 7.1. Neither the Employer, its agents, or officials, nor the FOP/OLC or its agents or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, disability, or union activity.

Section 7.2. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8 - BULLETIN BOARD**Current Contract Language**

Section 8.1. The Employer shall provide the Union with a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP/OLC and shall be solely for Union business; and,
2. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and
3. Upon request from an appropriate official of the Employer, the Union will immediately remove any notice or other writing that the Employer believes violates subparagraphs (1) and (2), but the Union shall have the right to grieve such action through the grievance procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of this Agreement, or an allegation that discipline has not been for just cause.

Section 9.2. Disciplinary matters must be brought pursuant to this Grievance Procedure before any appeal to any court or outside agency.

Section 9.3. Grievances will be settled at the earliest possible step of the procedure. The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.

Section 9.4.

Step 1 - Immediate Supervisor. Any employee or FOP/OLC representative having a grievance shall present his or her grievance in writing to their immediate supervisor, so long as that supervisor is not a bargaining unit member. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within seven (7) calendar days from the date of the incident or when the employee knew or should have known of the incident giving rise to the alleged grievance. Within seven (7) calendar days from the date the employee first presented his or her complaint, the supervisor will attempt to resolve the matter or provide a written response to the grievance.

Step 2 - Department Head. If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance to the Chief within seven (7) calendar days of the date the reply was received or was due to be received in Step 1. The Chief will meet with the grievant and his/her representative(s) and otherwise attempt to resolve the matter within seven (7) calendar days of receipt of the grievance. The Chief after review and investigation of all matters of fact relative to the grievance shall issue a decision on the grievance form within seven (7) calendar days following the meeting.

Step 3 - City Manager. Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance to the City Manager within seven (7) calendar days of the date of receipt of the Step 2 answer or the date the answer was due to be received. The City Manager will review the grievance and all responses within seven (7) calendar days following the date he received the grievance.

If the City Manager determines that the previous responses were adequate and proper, he will so inform the grievant within fourteen (14) calendar days following the day he received the grievance.

If the City Manager or designee determines the responses to be incomplete or improper, or that sufficient evidence does not appear on its face to warrant a response, he may exercise the following procedure:

Conduct a meeting with all parties involved in attendance and available for questioning within fourteen (14) calendar days following the day he received the grievance. The City Manager or designee will inform the grievant of his decision within five (5) calendar days of the meeting.

Arbitration. When the grievant is unsatisfied, the matter may be taken to arbitration by the FOP/OLC, at its sole discretion, by filing, within fourteen (14) calendar days of the decision of the City Manager a Notice of Intent to Arbitrate. Within ten (10) calendar days of receipt of intent to arbitrate under the grievance arbitration procedure, the City and the FOP/OLC shall by joint letter solicit a list of at least seven nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Services (FMCS area #15 Ohio). Either party may once reject the list and request from FMCS another list of seven (7) names. The parties shall strike from that list. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the FOP/OLC and the availability of the arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. Said award shall be provided to the parties as soon as possible after the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the FOP/OLC shall share equally in the cost of the arbitrator.

In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitrator shall be selected from a panel of (7) arbitrators who have a primary office located within the State of Ohio. The parties agree that AAA will provide a “list only” and not provide administration services. Each party shall alternately strike names from the panel, and the remaining arbitrator shall be selected to hear the dispute.

Either party may strike the entire panel list once, prompting the issuance of a new panel from the same arbitration service. The cost of the initial panel shall be shared equally by the parties;

however, the party requesting the additional panel shall bear the full cost of the replacement list.

The Arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision that is contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure, or in matters of discipline, the date the grievant was affected.

Section 9.5. Time limits and steps as set forth in this procedure may be extended or waived by mutual agreement of the parties in writing.

Section 9.6. All grievances under this procedure shall be written on forms provided by the FOP/OLC.

ARTICLE 10 - LABOR/MANAGEMENT MEETINGS

Current Contract Language

Section 10.1. The parties will establish two (2) labor-management committees consisting of no more than two (2) bargaining unit employees per bargaining unit and the Chief of Police which may meet separately or together upon the request of the Chief or the Associate for the bargaining unit (but in no event more than monthly without mutual consent). The committees may meet at agreeable dates and times for the following purpose:

1. To disseminate general information of interest to the parties.
2. To give the FOP/OLC Representatives the opportunity to share the views of their members and/or suggestions on subjects of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Employer and the FOP in the best interest of the community.
5. To discuss safety and health issues of the Department.

Section 10.2. All bargaining unit employees of the Labor Management Committee shall be paid at their regular rate of pay while performing committee duties on a no loss/no gain basis.

ARTICLE 11 - DISCIPLINE

Section 11.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions

which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or in the instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

1. **Documented Counseling** ~~**Written Warning**~~. Records of **Documented Counselings** ~~**Written Warnings**~~ shall cease to have force and effect twelve (12) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
2. **Written reprimand**. Records of written reprimands shall cease to have force and effect twelve (12) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
3. **Minor suspension (16 hours or less) without pay**. Records of Minor Suspensions shall cease to have force and effect twenty-four (24) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period. (At the option of the employee, and the concurrence of the Employer, accrued vacation, holiday time or compensatory time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. **Major suspension (greater than 16 hours)**. Records of Major Suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period.
5. **Reduction in rank**.
6. **Discharge**

Section 11.2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written explanation of the charges and evidence supporting such charges. A pre-disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written explanation of charges. A copy of the Hearing Officers decision will be provided to the employee within ten (10) calendar days following the Pre-disciplinary Hearing. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's decision. Time frames may be extended by mutual agreement.

Pre-disciplinary hearings will be conducted by the City Manager and/or the Chief of Police. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.
2. Appear at the hearing and have an employee or non-employee representative of the FOP/OLC present oral or written statements in his defense.
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

At the pre-disciplinary hearing, the hearing officer(s) will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his

representative, if any, to the Employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses, if called by the Employer. The Employer will decide what discipline, if any, is appropriate.

Section 11.3. Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Loss of pay discipline shall start at Step 2 of the grievance procedure.

Section 11.4. The bargaining unit employee under investigation shall be entitled to the presence of an employee and/or a non-employee O.L.C. representative at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

Section 11.5. The City agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 11.6. If a complaint is received on any behavior that violates our policy/procedures the Employer will always investigate the complaint. Based on the investigation information obtained, Employer would pursue the level of discipline, if necessary, in accordance to current contractual agreements.

Section 11.7. If any employee is notified of being the focus of an internal investigation, the Employer may place the employee on paid administrative leave while the investigation occurs. The Employer shall reserve the right to determine the terms of the administrative leave such as hours the employee must be available to participate in the investigative process.

Section 11.8. All entries of a disciplinary or adverse nature shall be maintained in the personnel file which shall be maintained in the Administration office. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a statement. No unfounded complaint shall become part of any bargaining unit member's personnel file.

ARTICLE 12 - PROBATIONARY PERIOD

SERGEANTS

Current Contract Language

Section 12.1. Every new Sergeant promoted by the City of Bellbrook shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Sergeants' probation shall continue for a period of 6 (six) months which may be extended at the discretion of the Chief of Police. Sergeants who fail to successfully complete the probationary period may be returned to their original position without loss of seniority.

ARTICLE 13 – PERSONAL LEAVE

Section 13.1. Each employee shall receive twenty four (24) hours of paid leave on August 1st of each calendar year. Personal Leave time credit and cash conversion shall be pro-rated for those employees employed for less than the full August to August period, based upon the number of full, 4-month blocks remaining in the period. An employee who separates and who has taken Personal Leave time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 13.2. Personal time shall be paid at the employee's regular rate of pay in effect at the time the leave is taken.

Section 13.3. Employee's shall notify the Employer no later than **five (5) seven-(7)** days prior to the requested time off to use a personal day. Requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department.

Section 13.4. Any unused personal leave at July 31 shall be zeroed out prior to the addition of the next year's hours on August 1st.

Section 13.5. Bargaining unit employees who resign or retire are entitle to compensation, at their current rate of pay, for any earned but unused personal leave at the time of separation.

ARTICLE 14 - PERSONNEL FILES**Current Contract Language**

Section 14.1. Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 14.2. Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 14.3. Requests for Release of Personnel Records. To the extent allowed by State or Federal Law and by State or Federal Court Decisions, personnel records shall be considered as public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee believes that some of the records should not be released, it shall be the responsibility of the employee to notify the Chief of Police or the City Manager of the concern. No personal family information shall be released to anyone except as may be required by law or ordered by a court.

ARTICLE 15 - SENIORITY

Section 15.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City of **Bellbrook**. A termination **or voluntary separation** of employment **lasting less than thirty-one (31) days** shall **not** constitute a break in continuous service. Once continuous service is

broken, **unless the employee is reinstated through the Arbitration process**, the employee loses all previously accumulated seniority.

Section 15.2. An approved leave of absence of one (1) year or less does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the Chief of Police for one (1) additional year for educational purposes.

Section 15.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.4. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the City.

Section 15.5. The Employer may hire individuals with prior training or experience to serve as full-time Officers. The Employer retains the right, to be exercised in its sole discretion, to place such individuals at any pay level on the appropriate pay scale immediately upon hiring consistent with any restrictions contained in Article 20.

ARTICLE 16 - LAYOFF AND RECALL

Current Contract Language

Section 16.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees thirty (30) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 16.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior employee being laid off first. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit employees on layoff or on voluntary demotion.

Section 16.3. Any employee laid off from the bargaining unit position may, at his option, displace a regular part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position. Sergeants who are laid off shall be able to bump the least senior patrol officer and shall be placed on the seniority list according to their uninterrupted length of continuous service with the City of Bellbrook Police Department.

Section 16.4. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 16.5. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.6. The employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice, shall be removed from the recall list and be deemed to have resigned.

Section 16.7. For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all bargaining unit employees shall normally consist of forty (40) hours within a seven (7) day period. The standard work day for all bargaining unit members shall normally consist of eight (8) hours.

Section 17.2. Employees required to work in excess of eight (8) hours per work day, or in excess of forty (40) hours within a seven (7) day work period, shall be paid at the rate of one and one-half (1 - 1/2) times their regular hourly rate of pay for all such excess time.

- A. For purposes of computing hours of work and overtime compensation, anytime an employee is receiving pay from the employer including vacation time, compensatory time, holidays, personal days and sick leave or any other paid time, shall be considered time worked.
- B. There shall be no pyramiding of overtime.
- C. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.
- D. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation. Employees may not exchange for the purpose of creating overtime.
- E. Overtime will be calculated within each pay period for hours worked in excess of the employee's regularly scheduled hours. Overtime will be paid with the regular pay for that pay period.

Section 17.3. Compensatory time shall be granted in lieu of overtime compensation at the request of the employee, and shall not be unreasonably denied. Employees may accumulate a maximum of one hundred **twenty (120) sixty-(160)** hours of compensatory time. In the event an employee accumulates one hundred **twenty (120) sixty-(160)** hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with a minimum of **five (5) seven-(7)** days' notice subject to the operational needs of the Police Department as determined by the Police Chief or

his designee. **Twice each** calendar year, employees may elect to cash out up to eighty hours of their accumulated hours **(maximum 120)** ~~(maximum 160)~~ of compensatory time. The employee must notify the Chief or designee in writing by **March 31** and September 30 of the cash out year. **The cash-out will be paid within two full pay periods after the request.**

~~Beginning the first contract year 2023, no bargaining unit member can accrue more than 160 hours. Employees who have a balance of more than one hundred sixty hours (160) of compensatory time at the signing of this Agreement will be paid out at their new rate of pay effective August 1, 2023 for each hour over 160.~~

Section 17.4. Work schedules shall be posted ten (10) calendar days prior to their effective date. Seven (7) calendar days' notice must be given by the Employer prior to any non-emergency change in a posted schedule. All vacation, holiday compensatory time, training, and other leave requests must be submitted in writing to the Chief of Police or his designee no later than seven (7) days prior to the requested time off. The Employer shall have no obligation to grant any request not submitted in accordance with this Section.

Section 17.5. ~~Except for retraining (up to three (3) months), disciplinary reasons and special assignments (current example would be Detective),~~ **Except for temporary shift assignments (up to three (3) months) and special assignments,** bargaining unit employees shall be assigned to specific shifts based on seniority preference with the most senior member having priority selection. ~~Specialty assignments shall not preclude a member from seniority shift selection.~~

Section 17.6. In the event of non-emergency shift changes, or reassignments, the changes or reassignments shall be made on a seniority basis, with the least senior bargaining unit employee being reassigned first and subject to the provisions of Section 17.5 of this Article.

Section 17.7. Overtime will be equally offered and distributed to employees. Overtime rosters will be kept and will include a list of overtime hours worked. **Road coverage hours will be kept separately from off-duty / special details.** ~~and refused. All overtime will be logged except a shift extension due to a late detail or court time. The only time that will not be charged to an employee is when an employee is not spoken to.~~ Advance patrol overtime shall be posted and awarded based on the number of overtime hours worked, starting with the least hours worked and moving forward. Only the person working the overtime will be charged with the hours. If no one is willing to work the overtime and it is needed to be filled or unscheduled overtime needs to be filled a supervisor may order an officer to work the overtime. In this case the officer with the least number of hours will be ordered to work. **The Employer shall make reasonable efforts to ensure an officer has (7) hours between extended shifts.**

Section 17.8. Overtime that is offered/posted for off-duty details is separate from patrol overtime. This overtime will be offered to full-time officers based on seniority, assigned on a rotating basis. With the exception of the Sugar Maple Festival, the Lions Festival and the National Night Out event, overtime for off-duty details will be offered to full-time officers first before scheduling part-time officers for the off-duty detail.

Section 17.9. When additional officers are needed due to scheduled time-off, the City has the right to schedule any officer, full-time or part-time, to fulfill this need. When additional officers are needed due to unscheduled time-off, the City will offer these additional hours to full-time officers first and then to part-time officers. For the purposes of this section, the first two (2) shifts of unscheduled time off shall be offered to full-time officers first.

Section 17.10. Each bargaining unit employee may request up to twenty-six (26) Protected Days Off (PDOs) during each calendar year for regularly scheduled days off. Unused annual PDO allotments shall not carry over into the following calendar year and shall have no cash value or payout upon separation from employment.

PDO requests shall be submitted no later than five (5) days before the requested Protected Day Off. The first thirteen (13) PDOs requested by each employee prior to November 1 shall be considered on the basis of seniority. All remaining PDO requests, together with PDO requests submitted on or after November 1, shall be considered on a first-come, first-served basis in the order originally received.

PDO requests shall be approved or denied using the Department's established leave approval process. Each approved calendar day, or any part of a calendar day, shall count as one (1) PDO toward the employee's annual PDO allotment. Denied, canceled, or revoked PDOs shall not count toward the employee's annual PDO allotment.

Once approved, a Protected Day Off shall exempt the employee from mandatory overtime assignments on that regularly scheduled day off. Employees may voluntarily accept overtime assignments occurring on an approved Protected Day Off.

Employees may cancel an approved PDO prior to the Department's established deadline for mandatory overtime assignments applicable to that Protected Day Off. The Employer may revoke an approved PDO when necessary to address operational needs or staffing requirements.

The provisions of this Section shall exclusively govern the requesting and approval of Protected Days Off.

ARTICLE 18 - CALL-IN PAY

Section 18.1. Call-in time is defined as time for work assigned by the Chief of Police or his designated representative and performed by an employee at a time disconnected from his normal or prescribed hours of work. Call-in time is not extra time at the beginning or end of the normal or prescribed hours of work.

Section 18.2 The City agrees to pay employees for a minimum of three (3) hours at one and one-half times the normal rate of pay if the employee is called in for duty, as determined by a supervisor, at a time other than that for which the employee has been scheduled, thus necessitating additional travel to and/or from work. Pyramiding is not permitted; therefore, if the call-in abuts the employee's scheduled shift, he/she shall be paid at the overtime rate for the actual hours worked prior to the scheduled shift. If the employee is notified the call-in is cancelled before arriving, the employee shall be paid a minimum of one (1) hour of overtime. Call-ins on an employee's regularly scheduled day off shall be a minimum of four (4) hours unless abutting scheduled shift duty.

Section 18.3. An employee will be compensated for call-in pay, provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at his regular pay rate for actual hours worked until he has a sum of hours equal to regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance

with Section 18.2 of this Article. An employee may elect to receive compensatory time in lieu of pay.

Section 18.4. The employee on call-in who has worked less than three (3) hours is required to check with his supervising authority on duty if additional necessary work is to be performed at that time before leaving. Except in circumstances unforeseeable to the Employer, the employee shall be notified at the time of call-in that there will be additional necessary work to be performed, and approximately how long such work will take to complete.

ARTICLE 19 - COURT TIME SCHEDULED NON-DUTY OVERTIME

Section 19.1 **All employees who are required to work scheduled non-duty overtime, including court time shall be paid a minimum of three (3) hours at one and one-half times the regular rate of pay. Scheduled non-duty overtime occurring on an employee's regular scheduled day off shall be paid four (4) hours at the overtime rate. Pyramiding is not permitted; therefore, if the scheduled non-duty overtime abuts the employee's scheduled shift, he/she shall be paid at the overtime rate for the actual hours worked prior to the scheduled shift. If the employee is notified the overtime detail or court time is cancelled one (1) hour or less before arriving, the employee shall be paid a minimum of one (1) hour of overtime. Scheduled non-duty overtime scheduled on an employee's regularly scheduled day off shall be a minimum of four (4) hours unless abutting scheduled shift duty.**

Section 19.2. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, he shall be paid for the time he is actually required to be at court at a time and one-half rate, provided such time is in excess of his regularly scheduled hours, but in no event is less than three (3) hours time to be paid at one and one-half times the regular rate of pay. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half hours off for every hour worked consistent with the prior provisions of this Agreement.

ARTICLE 20 – WAGES

Section 20.1. Effective August 1, **2026**, current bargaining unit employees shall receive the hourly wage set forth in the pay schedules attached hereto. **Sergeants' wage rates shall be set at 16% above Patrol Officer Steps 3, 4, and 5.** New employees shall be placed on the schedule in accordance with the terms of this Agreement. Employees shall move to the next step on the appropriate schedule on the appropriate anniversary date. ~~Police officers promoted to the rank of Sergeant shall be placed on the Sergeant pay scale at a rate that provides at least a five percent wage increase. If the Employer exercises its right to hire and treat such person as a lateral entry pursuant to Article 15 of this Agreement, then the Employer shall have the sole discretion to place such person on the pay scale as follows:~~

~~Wages shall increase 3.75% effective August 1, 2023; 3.5% August 1, 2024; and 3.5% August 1, 2025.~~

~~Section 20.2. Officers assigned by the Chief, or designee, to serve as an officer in charge shall be entitled to receive an officer in charge supplement. Employees serving as an officer in charge shall be entitled to a supplement of one dollar (\$1.00) per hour.~~

Section 20.2. A shift differential of **seventy-five cents (\$0.75)** ~~forty cents (\$0.40)~~ per hour shall be paid to all officers who work any hours between 1600 and 0800. **The shift differential shall also be paid to those working 1st shift on Saturdays, and Sundays.** This shift differential shall not be increased for overtime hours.

Section 20.4—Employment Bonus

~~Each employee covered by this agreement shall receive a one-time incentive bonus for dedication and service in the amount of two hundred fifty dollars (\$250) to be paid the first pay period of December 2023.~~

Section 20.3. Field Training Officer (FTO) - A Sergeant who has been assigned to serve as a Field Training Officer (FTO), in the sole discretion of the Chief of Police, (or his designee) shall receive an additional one dollar (\$1.00) per hour, for each whole or fraction of an hour the officer is performing FTO duties.

Section 20.4. Performance Incentive Eligibility. The City and Union shall implement a performance incentive program to award members of the bargaining unit for exemplary performance. To receive program payments, the following criteria must be met as of the end of the twelve (12) month evaluation period for the employee:

- A. The employee shall pass the employee's annual performance evaluation receiving at least an overall rating of "meets standards".
- B. The employee will have no more than five (5) instances of sick leave during the twelve (12) month evaluation period, excluding leave which has been approved for FMLA.
- C. The employee will achieve and maintain all weapons certifications and mandatory training.
- D. The employee will not have received any disciplinary actions from a minor suspension classification or higher during the twelve (12) month evaluation period.

Upon successful completion of the above elements, each employee will be awarded a \$500 performance incentive bonus payable after the annual performance evaluation.

ARTICLE 21 - INSURANCE

Section 21.1. The Employer agrees to maintain for bargaining unit members and their dependents the same Health Care Insurance Plan and Life Insurance Plan offered to all other City of Bellbrook employees. It is understood that such health care insurance plan may change from time-to-time during the term of the agreement. The Life Insurance Plan will be for \$50,000.00 minimum per employee. The City may offer employees the option of purchasing additional life insurance coverage through the City's group life insurance provider.

Section 21.2. Employees shall contribute the same amount of monthly premium as all other non-union employees not to exceed thirteen percent (13%) of the monthly premium. Employees selecting single coverage shall have one hundred percent (100%) of the premium paid by the City. If the employees elect to participate in a high deductible health care plan, the City will contribute the same amount to the employee's health savings account as it does for all other non-union employees. The health savings account contribution shall **remain at current contribution rate, 65% HSA deductible paid in 2027, and 80% deductible paid in 2028.** ~~not be less than forty percent (40%) of the corresponding deductible.~~

Section 21.3. The City will continue to participate in the wellness program established by the insurance provider. Employees covered by this agreement will be required to be compliant with the standards of the wellness program. Employees that are non-compliant will no longer be eligible for the premium discount and shall pay the non-discount premium currently applicable.

Section 21.4. In an effort to promote health and wellness of employees, the City will provide the equivalent of a “classic level membership” to Planet Fitness. Should the employee elect to join a different facility, the City will honor the current monthly membership fee of Planet Fitness. Should an employee prefer to exercise outside of a gym, they would be eligible for the incentive as long as they log their workouts.

This membership will be provided to those employees who request to utilize this incentive through the Chief of Police by filing out a request form. This form will be used to provide the employee with a check in the amount equivalent to a six month membership in advance.

Use of this membership will occur on the employee’s own time. The employee will be required to submit a check in log, provided by Planet Fitness or other facility, on January 1 and July 1 of each year to verify usage and continue in the program. Employees who exercise outside of a gym must submit the log they keep of their workouts. Memberships which are not used an average of once per week (twenty six visits) during the six month period will be required to pay back the Employer for any months unused. For the purpose of repayment, four visits will be considered one month’s usage. Employees may choose to start/pause/restart the membership at any time and will be provided with a prorated membership fee if requested outside of the six month cycle.

ARTICLE 22 - HOLIDAYS

Section 22.1. All full-time bargaining unit employees are entitled to the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
~~Juneteenth~~
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 22.2. The length of the holidays listed above shall be eight (8) hours. All hours worked on the Holiday shall be at the overtime rate.

Section 22.3. On the Sunday after the first pay period paid in December of each year of this agreement, each employee shall be credited with ~~ninety-six (96) one hundred four (104)~~ hours holiday compensatory time. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the

time requested, and shall be honored subject to the operational needs of the department, in accordance with Section 17.4.

Section 22.4 On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit at their current rate of pay.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 22.5. FOP members may request in writing to have Holiday compensatory time paid before the first regularly scheduled pay day in December of each year. Only one (1) request shall be allowed per year. These requests will be reviewed and approved as appropriate by the employer. Available Holiday compensatory time paid under this provision will correspond to the member's Holiday compensatory time balance in regard to those holidays having already occurred. Upon the member's request, the Holiday compensatory time pay may be directly deposited into the member's health savings account (HSA).

ARTICLE 23 - VACATIONS

Section 23.1. Bargaining unit employees shall be granted their appropriate vacation leave yearly, with full pay, based on their length of service of full-time employment with the City and subject to the terms of this Agreement.

Section 23.2. Vacation shall be earned as follows:

Length of Service	Bi-Weekly Accrual Rate	Annual Hours	Vacation
Hire date – 4 years	3.077		80
5 years – 14 years	4.615		120
15 years – 19 years	6.154		160
20 years +	7.6923		200
25 years +	9.2307		240

~~In order to transition to an accrual based vacation accumulation, current employees will be awarded their annual accrual due on the next pay period following January 1, 2024. After January 1, 2024, each employee will begin to accrue vacation based on the corresponding rate on a bi-weekly basis from that year forward. Any new employees hired after the execution of this contract will begin to accrue vacation leave based on the accrual method.~~

~~Employees who, after the last annual award prior to transition to bi-weekly accrual, have a balance more than the maximum annual hours allowed will be paid out the difference at their regular rate of pay. For example, employee currently carries 200 hours, then is awarded the last annual accrual of 120 hours and begins bi-weekly accrual creating a balance of 320 hours. The maximum accumulation is 240 hours for the employee; therefore the employee would be paid out the excess of 80 hours.~~

Section 23.3. Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

Section 23.4. Employee's shall notify the Employer no later than **five (5) ~~seven (7)~~** days prior to the requested time off to use vacation. Employees may request prior to **February November** 1 the dates for **that the following** vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. These requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department. Requests submitted after **February November** 1 shall be honored on a first come first serve basis.

Section 23.5. Bargaining unit employees shall be permitted to carry over and may accumulate unused vacation leave as follows:

Annual Accrual Amount	Maximum Accumulation
2 weeks (80 hours)	160 hours
3 weeks (120 hours)	240 hours
4 weeks (160 hours)	320 hours
5 weeks (200 hours)	400 hours
6 weeks (240 hours)	480 hours

Employees who are at the maximum vacation accumulation as of December 31st of each calendar year will not receive any additional vacation time as of January 1st. Those employees under the maximum vacation accumulation as of December 31st of any calendar year shall only receive the hours necessary to put them at the maximum vacation accumulation amount as of January 1st. Any employee who has accumulated vacation hours over the maximum vacation accumulation rate as of December 31st of any calendar year shall lose the excess amount as of January 1st.

Section 23.6. **Employees in good standing shall be paid out any/all accrued vacation upon separation from the Employer.**

ARTICLE 24 - SICK LEAVE

Section 24.1. Each full-time employee shall be entitled to 4.6 hours of sick leave with pay, up to an accumulation and maximum annual usage of one hundred twenty (120) days for every eighty (80) hours of regular time, not overtime, worked. A written statement by a physician may be required after three (3) consecutive sick leave days, at the discretion of the Chief of Police or the City Manager. Regular time shall be defined as anytime an employee is receiving pay from the Employer including vacation time, compensatory time, Holidays, personal days, sick leave, or any other paid time excluding overtime.

Section 24.2. An employee may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, or exposure to a contagious disease which could be communicated to other employees.

Section 24.3. An employee may use **twenty (20) ~~ten (10)~~** days of sick leave per year to care for an ill or injured member of the immediate family (when the employee is the primary care giver), as defined in Section 24.4 (excluding aunt and uncle). The employer may reasonably request documentation from an attending physician that the employee's presence is necessary.

Section 24.4. For the purpose of this Article, the "immediate family" is defined as only: mother, father, step-parent, child, step-child, spouse, grandparent, grandchild, aunt, uncle, parent in-laws, legal guardian or other person who stands in the place of a parent, other family member residing with or a dependent of the employee, and significant other living with the employee.

Section 24.5. Each Police Officer shall notify or cause his supervisor to be notified of his absence not later than one (1) hour prior to the regular starting time of the working day.

Section 24.6. Employees shall receive accrued sick leave upon active service or disability retirement from OP&F for all days accrued, at the rate of one (1) days' pay for each three (3) days accrued but in no event shall any employee receive more than sixty five (65) days of pay upon retirement.

Section 24.7. All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

Rules and Procedures:

1. When an employee's sick leave hours are about to be exhausted, he/she or the FOP Representative shall request, in writing, to the Chief of Police, consideration for receipt of donated sick leave hours from other bargaining unit members.
2. The Chief of Police has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.
3. Upon application, the Chief of Police will respond to the employee within five (5) business days.
4. Upon approval of the request, the Chief of Police will post a sick leave donation request announcement for the employee.
5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.
6. Any employee providing hours must have a minimum of 200 hours to participate. Only hours above the 200 level may be used.
7. Donation of sick leave hours must be in 40-hour blocks (minimum and maximum), except for employees with less than 240 hours.
8. Donated hours are deducted from an employee's available number of days to use each year. Example – 40 hours donated, 120 days – 5 days + 115 days left.
9. Each employee may donate sick leave hours at any time in a calendar year.
10. This program is used only when the employee exhausts all other leave (earned vacation days, vacation and compensatory hours).
11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.

12. When an employee who has been the beneficiary of donated time returns to work, unused donated time shall be returned, equally, to those that donated time.

Section 24.8. In the unfortunate event of the death of an active member of the bargaining unit while in the line of duty and performing their duties, the beneficiary or next-of-kin shall be paid for all unused sick time.

ARTICLE 25 - WAGE CONTINUATION

Current Contract Language

Section 25.1. Reporting. Any bargaining unit member injured in the line of duty will file a written accident or injury report with the Chief of Police or the Chief's designee within twenty-four (24) hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure, without good cause, of a bargaining unit member to comply with this section may be grounds for the City to deny wage continuation leave or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file an application with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the City for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

Section 25.2. No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties and not the result of "horseplay", sole negligence, recklessness, self-infliction, or drug or alcohol use by an employee.

Section 25.3. An employee who suffers a service-connected injury as noted in Section 26.1 of this Agreement incurred in the course of and arising out of employment with the City shall be eligible for wage continuation. Wage Continuation shall be available for a maximum of seven hundred twenty (720) work hours. After 720 work hours of wage continuation, the employee may utilize sick time or other approved leave of absence. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) work hours provided at the time of the initial work connected injury date.

Section 25.4. When an employee applies for wage continuation, he/she must execute an agreement assigning to the City any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau Workers' Compensation. After approval of the wage continuation by the City, the City will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

Section 25.5. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the City. If the employee and the City are unable to agree upon such third physician, both the City's physician and the employee's physician shall together select such third physician.

Section 25.6. For the purposes of this Article, an injury is defined as a traumatic damage to the body or resulting psychological distress resulting in an inability to perform the essential functions of their position.

ARTICLE 26 - FUNERAL LEAVE/BEREAVEMENT LEAVE

Current Contract Language

Section 26.1. If a death occurs among members of an employee's immediate family, the employee shall be granted three (3) days paid funeral leave/bereavement leave without loss of pay, benefits, days off, holidays or vacation time. Immediate family for this section holds the same definition as in Article 24 of this Agreement in addition to include: child-in-law, sibling, step-sibling, sibling-in-law, grandparent-in-law, aunt-in-law, uncle-in-law, other family member residing with or a dependent of the employee, and significant other living with the employee. Funeral leave may be extended at the discretion of the Chief of Police, based on individual circumstances. Any granted extension of funeral leave/bereavement leave beyond the original three (3) paid days shall be charged to the employee's sick leave.

ARTICLE 27 - LEAVES OF ABSENCE

Current Contract Language

Section 27.1. Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave. An employee who has completed their probationary period and is unable to perform the essential functions of their position may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated paid and unpaid leave rights provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Disability leave will continue for a period of one (1) year from the date the employee first went on leave due to their disabling condition, unless the employee becomes certified by a licensed medical practitioner as able to return to work and to perform the essential functions of their position. If the employee is not able to return to work by the end of the one (1) year period, the employee shall be deemed separated from employment with the Employer.

If the employee is certified as able to return to work by a licensed medical practitioner, the employer shall have the right to have the employee examined prior to their return to work. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance or arbitration procedure.

B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (a) above, at the Employer's expense to determine the employee's physical or mental capability to perform the essential functions of their position. Examinations may be periodic or as the Employer requires. If the employee disagrees with the results of an examination ordered by the Employer, the employee may be examined by a licensed medical practitioner of their choice. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance or arbitration procedure. If the employee, after examination, is found to be unable to physically or mentally perform the essential duties of their position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

If the employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability leave.

C. Leave of Absence. The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended except for educational purposes.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
5. No benefits shall accrue or be paid during any unpaid leave of absence.

D. Family and Medical Leave. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. Such leave may be granted for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;
2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The period of FMLA leave shall include any period of sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days' notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation time, and any other paid time off (except compensatory time) before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for his share of the health insurance cost during unpaid leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City. The City, as its sole discretion, may waive the insurance premium repayment.

Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the 'employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Section 27.2. Leaves With Pay Employer shall provide two (2) weeks of paid Parental Leave to run concurrently with the current FMLA twelve (12) weeks. Leave can be used by a mother or father before, during, and/or after the birth of the child, or adoption of a child

Section 27.3. The Employer agrees to comply with State and Federal laws governing paid court and military leaves.

ARTICLE 28 - SUBSTANCE TESTING

Current Contract Language

Alcoholism, drug addiction, or drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Employer has the right to insist on an alcohol and drug-free environment. The parties

agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

The Chief or the City Manager may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the employee is under the influence of alcohol while on duty.

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

- A. Observable phenomena, such as direct observations of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .02 percent, as outlined under O.R.C. 4511.19(B). The City may also suspend the employee without a loss of pay before the time the confirmatory test result is complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline up to and including discharge.

If the employee: (1) refuses to take a screening or confirmatory test or undergo rehabilitation or detoxification or (2) fails to complete a program of rehabilitation or detoxification or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, he shall be subject to disciplinary action up to and including discharge.

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

The Employer shall pay for drug and alcohol screening and confirmatory tests.

ARTICLE 29 - EQUIPMENT/CLOTHING

Section 29.1. The Employer will provide all uniforms and accessories at no cost to the employee. See Uniform and Equipment List, Addendum B.

Section 29.2. The Employer will provide all safety equipment including ballistic vests (inner or outer at the Employee's preference), and shall replace or update said items as necessary or according to manufacturer's specifications. The employer may require employees to use or wear items purchased under this Article. Said items shall fit properly, shall be in good order and free from defects.

Section 29.3. The Employer will provide a uniform/footwear/miscellaneous equipment allowance to each employee on the first full payroll of each calendar year in the amount of **\$1,000** ~~\$800~~ for employees to replace worn uniform items, as necessary, and without delay. Uniform items and vendors shall be approved by the Chief of Police or designee. Employees shall be responsible for ordering, making returns, alterations and any other necessary transactions related to the replacement and upkeep of uniforms and equipment. Mistakes on behalf of the vendor shall not be the responsibility of the employee to correct.

ARTICLE 30 - EQUIPMENT REPLACEMENT

Current Contract Language

Section 30.1. Employees who damage or lose issued equipment or personal property in the line of duty should apply in writing to their immediate supervisor for reimbursement or replacement. The immediate supervisor will investigate the request and turn in an evaluation to the Chief. The Chief will then decide if a requisition or reimbursement shall be made. Each situation will be judged on a case-by-case basis, but replacement or reimbursement shall not be unreasonably denied. If the employee follows this procedure, the Chief will decide the matter and requisition a replacement of comparable value or repair (if the decision is favorable) as soon as possible but in no case later than thirty (30) days of the application. The Chiefs decision shall not be subject to the grievance procedure contained herein.

ARTICLE 31 - VOLUNTARY TRAINING AND SAFETY

Current Contract Language

Section 31.3. All employees will attend training sessions necessary to maintain and improve skills as mutually agreed to by the Chief of Police or his authorized designee. Article 32 will not apply to a voluntary training session or conference as defined in this Article.

Section 31.2. An officer may request authorization from the Chief of Police to attend a training session that is not required, but is optional or voluntary. If an officer is authorized to attend a voluntary training session or conference, the City may, at the discretion of the Chief of Police or his designee, pay for some or all of the cost of attending this training session or conference. If an officer is authorized to use his own vehicle to attend the training session, the City shall reimburse the officer for mileage, pursuant to the current IRS rate, if the location is beyond a reasonable commuting distance of fifty (50) miles from the City.

Section 31.3. The City agrees to maintain safe and healthy working conditions in all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The FOP/OLC agrees to work cooperatively in maintaining safety in the Department.

Section 31.4. The City agrees to discuss safety conditions and practices with the employees and the employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 32 - MANDATORY TRAINING

Current Contract Language

Section 32.1. All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or his designee.

Section 32.2. Off-duty time spent in required training or instruction connected to the officer's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for actual hours the employee is involved in the training or instruction. Training or instruction disconnected from an employee's normal work schedule shall be treated as call-in time in accordance with Article 18. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with prior provisions of this Agreement.

Section 32.3. When possible, checks for expenses maybe drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be as follows:

A. Transportation. For personal vehicle use, monetary transportation allowances will be provided for travel outside of an employee's reasonable commute. For the purposes of this article, reasonable commute shall be more than 30 miles one way. Current IRS rate at the time for use of personal vehicle or the actual cost of the ticket, if commercial transportation is used. City vehicles shall be used when feasible and approved. When a City vehicle is used, the employee shall obtain authorization from his supervisor.

B. Meals. A meal reimbursement may be requested for meals not provided as part of an outside attended training. Meals required to be purchased by the employee because of official business shall be advanced at rates not to exceed:

Breakfast - \$10.00 Lunch - \$20.00 Dinner - \$30.00

C. Lodging. If official City business requires the employee to stay overnight 50 miles or more away from the City, advance payment for lodging shall be the actual cost up to \$175.00 per night.

D. Travel Time. Reasonable travel time to and from out of town training or schools shall be counted as hours worked to the extent that it exceeds a reasonable commute. For purposes of this Article, reasonable commute is more than thirty (30) miles one way. Should the City provide overnight accommodations only one (1) round trip may be compensated.

E. Miscellaneous. If the official City business requires the employee to be away from the City, actual costs will be reimbursed by the City in addition to the expenses listed above in this paragraph to cover miscellaneous expenses such as parking and tolls.

Section 32.4. Either reimbursement or advance payment shall be reviewed by the Chief and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 32.5. This Article does not apply to FOP/OLC business. Expenses related to FOP/OLC business are not chargeable to or reimbursable by the City.

ARTICLE 33 - EMERGENCY MEAL ALLOWANCE

Current Contract Language

Section 33.1. The City will either furnish meals or reimburse employees for meals, provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be \$6.00 per meal. Whenever practicable and while on City time, employees shall be given a period of thirty (30) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of unforeseeable circumstances or emergencies and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

ARTICLE 34 - COMMUNICABLE DISEASES

Current Contract Language

Section 34.1. The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be issued to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self protection. Said policy and procedures shall be updated as often as new information is made available.

Section 34.2. The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provide viable options for that affected employee.

ARTICLE 35 - TUITION REIMBURSEMENT

Section 35.1 Reimbursement Program

Each full-time employee who is subject to the provisions of this Agreement will be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. An estimate of costs and education goals shall be submitted in writing via an Education Plan to the Department Director and City Manager for approval. This must be submitted on an annual basis for budgetary purposes.
- B. All courses must be job related and approved by the Employer. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the employee's immediate supervisor and with the City Manager's office. All scheduled times of courses must be approved by the Chief and/or City Manager. Any situation, which in the discretion of the Chief would require a member's presence on the job shall take complete and final precedence over any times scheduled for courses.
- C. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Section.
- D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.
- E. Reimbursement for tuition will be made when the Employee presents an official certification, or its equivalent, and a receipt of payment from the institution confirming satisfactory completion of the approved course.
- F. Reimbursement of tuition may be made at one hundred percent (100%) with a maximum reimbursement per employee per year set at the beginning of each fiscal year by the City Manager based on budget constraints.
- G. Reimbursement will be eligible if the employee has:
 - 1. A grade of "C" or better, ("B" or better in a graduate level course.);
 - 2. A passing grade in a pass/fail course;
 - 3. In a "Test Out" course either number 1 or number 2 shall apply.
- H. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City:

Persons working on a Post Graduate/Masters Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.

Persons working on a Bachelors Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.

Persons working on an Associates Degree will reimburse the City if they leave within one (1) year after receiving reimbursement.

These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.

- I. The Employer recognizes the benefits of well-trained, well-educated employees through the following **annual** ~~one-time~~ incentives:

Veteran's Experience	\$250	\$550
Associates Degree	\$250	\$550
Bachelor's Degree	\$500	\$800
Master's Degree	\$750	\$1,050

Bargaining unit employees will be eligible for the incentive for the highest degree obtained after probation. Employee must submit a copy of the degree or final transcript with the request for incentive. Veterans must submit a copy of their DD-214.

*Veteran's Experience includes veteran's of the Armed Services and must be Honorably Discharged or General Under Honorable Conditions.

ARTICLE 36 - STRIKES AND LOCKOUTS

Current Contract Language

Section 36.1.

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

During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation of services of the Employer during the life of this Agreement.

During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated this article.

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate this article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

In the event of any violation of this article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 37 – RETIREMENT

Current Contract Language

Section 37.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the Employer.

Section 37.2. Retired employees shall be permitted to retain their department identification credentials. The Employer may exercise the option to stamp said credential with the term "Retired."

Section 37.3. Retired employees may retain one complete set of the department's formal uniform with (one pair of pants, one shirt, one dress jacket, one nameplate, service stars and award ribbons), and service weapon.

Section 37.4. Employees within twelve (12) months of retirement shall be allotted one (1) workday at department expense to travel to the Police and Fire Pension System and correlate any retirement related affairs.

ARTICLE 38 - SCOPE OF BARGAINING

Current Contract Language

Section 38.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed unless the FOP is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or effects of the decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 39 - COPIES OF AGREEMENT

Current Contract Language

Section 39.1. The FOP/OLC will provide each covered employee, at no cost to the employee, a copy of this Agreement.

ARTICLE 40 - DURATION

Section 40.1. This Agreement shall be effective as of August 1, **2026**, and shall remain in full force and effect until midnight July 31, **2029**.

Section 40.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement, and no later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 40.3. If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14(G)(11), the fact-finder and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to August 1, 2026.

ARTICLE 41 - PROMOTIONAL STANDARDS FOR SERGEANTS

Current Contract Language

Section 41.1. All current bargaining unit members holding the rank of Patrol Officer applying for promotional consideration to the rank of Sergeant will be required to meet the following criteria. All dates refer to the date of the promotional test. Promotional testing procedures are detailed in the City of Bellbrook Police Department's General Orders.

Section 41.2. All such applicants must:

- A. Have completed five years of full-time service as a Patrol Officer;
- B. Have actively served as a Field Training Officer for the City of Bellbrook within the last three years;
- C. Have not been subject to any disciplinary suspensions for the last three years while employed with the City of Bellbrook;
- D. Be current in all training and certifications; and
- E. Have received positive evaluations for the last three years while employed with the City of Bellbrook.

Section 41.3. The Employer shall, in its sole discretion, determine if an applicant is qualified to sit for the Sergeant's test in light of the foregoing criteria. The Employer's judgment in that regard shall be final.

Section 41.4. Any or all of the foregoing may be waived by the Employer, in its sole discretion, if the applicant pool contains two or fewer Patrol Officers.

Section 41.5. Nothing in this Article shall limit the Employer's rights under Article 6 and 15 to hire new employees.

ARTICLE 42 - MERGER OF SERVICES

Current Contract Language

Section 42.1. Should a merger of services occur with the City of Bellbrook and any other Government entity and the City becomes the jurisdiction of name either by retaining the name of "The City of Bellbrook" or by changing its name, all existing employees of The Bellbrook Police Department shall retain their jobs and benefits under the current agreement without being required to reapply for those positions.

Section 42.2. In the event formal merger discussions are started with another entity, the City of Bellbrook and the Union will meet to discuss the terms of a merger, upon written request of either party.

Section 42.3. In the event of a merger as described in section 42.1, a promotional test will be administered for all newly created sergeant positions. Current Bellbrook officers that are no longer in probationary status shall be eligible to participate in the promotional test. Officers from the other entity holding the rank of Sergeant will also be eligible to participate in the promotional test.

Section 42.4. All other officers from the other entity that are hired shall be hired at the rank of Police Officer.

ADDENDUM "A" - PAY SCALES~~8/1/23 – 7/31/24: 3.75% increase~~

-	<i>SERGEANTS WAGES</i>
STEP	-
1	\$37.20
2	\$39.06
3	\$41.01
4	\$43.07
5	\$45.21

~~8/1/24 – 7/31/25: 3.5 % increase~~

-	<i>SERGEANTS WAGES</i>
STEP	-
1	\$38.50
2	\$40.43
3	\$42.44
4	\$44.58
5	\$46.79

~~8/1/25 – 7/31/26: 3.5 % increase~~

-	<i>SERGEANTS WAGES</i>
STEP	-
1	\$39.85
2	\$41.84
3	\$43.92
4	\$46.14
5	\$48.43

Effective August 1, 2026, the following pay schedule shall apply:

	Step 1 (< 12 Months) PO Step 3 + 16%	Step 2 (> 12 months) PO Step 4 + 16%	Step 3 (Final/Top) PO Step 5 + 16%
8/1/2026	\$46.21	\$48.43	\$50.60
8/1/2027	\$48.19	\$50.49	\$52.75
8/1/2028	\$50.11	\$52.51	\$54.86

ADDENDUM “B” – EQUIPMENT/UNIFORM LIST**Current Contract Language**

The following is a list of equipment provided by the City for initial issue to newly hired police officers. Items the City is responsible for replacement upon damage in the performance of duty or normal wear and tear are noted. All other items are the responsibility of the employee to purchase and maintain beyond initial issue.

Item Description	City responsible for replacement
Uniform Shirt, Short Sleeve – 3 initial issue	
Uniform Shirt, Long Sleeve – 3 initial issue	
Uniform Pants – 3 initial issue	
Uniform Hat and band	
Uniform Duty Coat, Light and Winter	
Uniform Boots – 1 pair initial issue	
Uniform Dress Blouse	
Nameplate	
Hat Badge	
Badge, 2 initial issue	
Inner and Outer Duty Belt, 2 Keepers	X
Key Ring	X
Tourniquet and Case	X
Radio Holder	X
Duty Weapon Holster	X
Ballistic Helmet	X
Gas Mask	X
Body Armor (with undershirt carrier)	X
Portable Radio	X
Handcuffs and Case	X
Service Pistol	X
TASER	X
OC Spray and Holster (if carried)	X
ASP Baton and Holster (if carried)	X
Police ID	X
Two Factor Authentication token/key	X
Building Access Keys	X

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorization representative

This _____ day of _____, **2026**.

FOR THE CITY OF BELLBROOK:

FOR THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.:

Rob Schommer, City Manager

Rick Paquette, FOP/OLC, Staff Rep.

Steve Carmin, Chief of Police

Sgt. Tony Vetter, FOP/OLC Associate

Sgt. Cameron Roark, FOP/OLC Associate

File Attachments for Item:

A. Resolution No. 2026-R-24 AUTHORIZING THE SALARY SCHEDULE AND MERIT PERFORMANCE
PAY OF EMPLOYEE POSITIONS NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT

RECORD OF RESOLUTIONS

Item A. Section , Item

Resolution No. 2026-R-24

July 27, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-24

AUTHORIZING THE SALARY SCHEDULE AND MERIT PERFORMANCE PAY OF EMPLOYEE POSITIONS NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City of Bellbrook wishes to set the salary schedule for City positions which are not covered by collective bargaining agreement; and

WHEREAS, the City reviews wage rates for its employees on an annual basis; and

WHEREAS, the City Manager evaluates the performance of the city employees and determines what standards and expectations have been met or exceeded; and

WHEREAS, City Council evaluates the performance of the City Manager and determines what standards and expectations have been met or exceeded, and the employment agreement allows consideration on an annual basis for merit/bonus pay dependent on the results of performance; and

WHEREAS, the wages of certain employees will fall outside the new salary schedule and ranges for certain positions and the City Manager shall have the authority to adjust those specific wages as necessary including one-time lump sum payments; and

WHEREAS, the funds for the salary schedule and wage rate adjustments have been estimated in the 2026 Appropriations Ordinance.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the salary schedule as substantially set forth and attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

Section 2. The Mayor is authorized to submit a merit and performance bonus for the City Manager in accordance with Section 4 (D) of the employment agreement within the standard range noted in the Merit Systems and Personnel Rules for City Employees. The merit pay shall be based on the current base salary with no other adjustments or increases to the current base salary and benefits.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of July, 2026.

RECORD OF RESOLUTIONS

Item A.Section , Item

Resolution No. 2026-R-24

July 27, 2026

___ Yeas; ___ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

City of Bellbrook Wage Scales 2026

Exhibit A Resolution 2026-R-24

Item A.Section , Item

	Pay Range	
City Manager	\$ 142,510	
Police Chief	\$ 110,420	\$ 135,623
Fire Chief	\$ 109,881	\$ 134,972
Service Director	\$ 104,969	\$ 132,983

Administrative

Administrative	Pay Scale									
	\$ 1	\$ 2	3	4	5	6	7	8	9	
Central Services Manager	\$ 32.41	\$ 34.04	\$ 35.74	\$ 37.52	\$ 39.40	\$ 41.37	\$ 43.43	\$ 45.61	\$ 47.89	
	\$ 67,416	\$ 70,798	\$ 74,333	\$ 78,041	\$ 81,944	\$ 86,042	\$ 90,336	\$ 94,868	\$ 99,611	
Executive Assistant	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.04	\$ 35.74	\$ 37.52	\$ 39.40	\$ 41.37	\$ 43.43	
	\$ 61,149	\$ 64,206	\$ 67,416	\$ 70,798	\$ 74,333	\$ 78,041	\$ 81,944	\$ 86,042	\$ 90,336	
Administrator	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.04	\$ 35.74	\$ 37.52	\$ 39.40	\$ 41.37	\$ 43.43	
Community Development, Utility Billing	\$ 61,149	\$ 64,206	\$ 67,416	\$ 70,798	\$ 74,333	\$ 78,041	\$ 81,944	\$ 86,042	\$ 90,336	
Administrative Assistant	\$ 23.95	\$ 25.15	\$ 26.40	\$ 27.72	\$ 29.11	\$ 30.57	\$ 32.09	\$ 33.69	\$ 35.38	
PT or FT	\$ 49,808	\$ 52,302	\$ 54,904	\$ 57,658	\$ 60,542	\$ 63,577	\$ 66,743	\$ 70,083	\$ 73,595	

	Pay Scale						
	\$ 1	\$ 2	3	4	5	6	7
Museum Curator (Part-time)	\$ 16.90	\$ 17.74	\$ 18.63	\$ 19.57	\$ 20.55	\$ 21.57	\$ 22.65
Camera Operator (Part-time)	\$ 16.10	\$ 16.90	\$ 17.74	\$ 18.63	\$ 19.57	\$ 20.55	\$ 21.57
Custodian (Part-time)	\$ 16.10	\$ 16.90	\$ 17.74	\$ 18.63	\$ 19.57	\$ 20.55	\$ 21.57

Service

Service	Pay Scale							
	\$ 1	\$ 2	3	4	5			
Service Foreman	\$ 43.52	\$ 44.83	\$ 46.17	\$ 47.56	\$ 48.99			
	\$ 90,531	\$ 93,241	\$96,038	\$98,922	\$101,893			
Water Systems Manager	\$ 37.78	\$ 39.22	\$ 40.66	\$ 42.10	\$ 43.54			
	\$ 78,582	\$ 81,578	\$ 84,573	\$ 87,568	\$ 90,563			
Maintenance Worker	1	2	3	4	5	6	7	8
	\$ 21.65	\$ 22.74	\$ 23.87	\$ 25.06	\$ 26.32	\$ 27.64	\$ 29.01	\$ 30.47
	\$ 45,038	\$ 47,293	\$ 49,656	\$ 52,128	\$ 54,752	\$ 57,484	\$ 60,347	\$ 63,382
	9	10	11	12	13	14	15	
	\$ 31.99	\$ 33.59	\$ 35.27	\$ 37.03	\$ 38.89	\$ 40.82	\$ 42.26	
	\$ 66,548	\$ 69,866	\$ 73,357	\$ 77,022	\$ 80,881	\$ 84,915	\$ 87,907	

Fire (non-union)

	Pay Scale						
	\$ 1	\$ 2	3	4	5	6	7
Firefighter/Medic (Part-time)	\$ 17.03	\$ 18.25	\$ 19.47	\$ 20.70	\$ 21.94	\$ 23.14	\$ 24.30
Firefighter/EMT (Part-time)	\$ 15.83	\$ 17.03	\$ 18.25	\$ 19.47	\$ 20.70	\$ 21.91	\$ 23.01

Police (non-union)

	Pay Scale								
	\$ 1	\$ 2	3	4	5	6	7	8	9
Police Captain	\$ 46.54	\$ 48.90	\$ 51.34	\$ 53.95	\$ 56.05				
	\$ 96,796	\$101,711	\$106,784	\$112,215	\$116,591				
Patrol Officer (Part-time)	\$ 20.06	\$ 21.23	\$ 22.41	\$ 23.58	\$ 24.77	\$ 25.70	\$ 26.66	\$ 27.63	

File Attachments for Item:

A. Resolution 2026-R-25 AUTHORIZING THE CITY MANAGER TO PURCHASE A MEDIC UNIT FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM, AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

RECORD OF RESOLUTIONS

Item A. Section , Item

Resolution No. 2026-R-25

July 27, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-25

AUTHORIZING THE CITY MANAGER TO PURCHASE A MEDIC UNIT FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM, AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, it has been determined the City is in need of a replacement medic unit to perform essential tasks within the fire department; and

WHEREAS, City Council has authorized the appropriation of monies in the Capital Improvement Fund of the 2026 budget for the purchase of a medic unit; however the expenditure of the funds is not anticipated for three-plus years upon delivery; and

WHEREAS, the Ohio State Term Schedule has the equipment listed under currently bid contract

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to take all actions necessary to procure a medic unit through the Ohio Cooperative Purchasing Program or by direct negotiations at a cost not to exceed \$380,000.

Section 2. In accordance with Chapter 240 of the Code of Ordinances of Bellbrook, the procurement of this equipment is through a cooperative arrangement with another government entity; therefore, the competitive bidding requirements are hereby waived.

Section 3. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 4. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of July, 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

DATE: June 28, 2026

Customer: BELLBROOK FIRE/EMS

Address: 4254 WEST FRANKLIN STREET

City: BELLBROOK

State: OHIO

Zip: 45305

Contact: LT. JON NICKERSON

CONSOLIDATED PRICING SUMMARY

SCHEDULE "A" PRICING

Base Model Selected: \$278,109.00

Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group: \$78,451.41
Total REMOUNT Options Selected from Listed Horton Remount Option Group: \$0.00
Chassis rebate/discount or customer provided chassis, if applicable (Option #P100): \$0.00
Discount for in-stock prior model year chassis (Option #P102): \$0.00
Chassis cost difference 2025 to 2026 model year (Option #P103): \$4,800.00
Trade-In Allowance (Option #P200): \$0.00

Total for above Listed Base Model and Listed OHIO STS options - Schedule 'A' Purchase order #1 : **\$361,360.41**

SCHEDULE "B" PRICING

Total for Unlisted options per attached pricing breakdown - Schedule 'B' Purchase order #2 : **\$18,426.00**

GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules): **\$379,786.41**

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (*signature*)

Horton Sales Representative (*signature*)

Printed Customer Name

Printed Sales Representatives Name

Date:

Date:

NOTE: PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER

Contract Type: Ambulances & Related Accessories
Index #: STS233
Schedule Number: 800330
Expiration Date: 12/31/2026
Manufacturer: Horton Emergency Vehicles Company

AVAILABLE HORTON MODELS (Custom Base Models Page 2 and Remount Base Models Page 4&5)

CUSTOM AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
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0	2025	453 Type I	Ambulance, <u>Ford</u> 169" wheel base F-450 (4x2) Super Duty (Diesel Engine) , <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) CRAWL THROUGH , with air ride	\$273,823.00	\$0.00
0	2025	457 Type I	Ambulance, <u>Ford</u> 169" wheel base F-450 (4x2) Super Duty (Diesel Engine) , <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) PASS THROUGH	\$277,933.00	\$0.00
0	2025	603 Type I	Ambulance, <u>Ford</u> 193" wheel base F-450 (4x2) Super Duty (Diesel Engine) , <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) PASS THROUGH	\$276,499.00	\$0.00
1	2025	623 Type I	Ambulance, <u>Ford</u> 193" wheel base F-450 (4x2) Super Duty (Gasoline) , <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) PASS THROUGH	\$278,109.00	\$278,109.00
0	2025	523 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (Gasoline Engine) , <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$235,321.00	\$0.00
0	2025	533 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (Gasoline Engine) , <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$237,045.00	\$0.00
0	2025	553 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (Gasoline Engine) , <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH	\$238,441.00	\$0.00
0	2025	553 Type 3	Ambulance, <u>Chevy/GMC</u> 159" wheel base G-4500 Cutaway, <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) WALK THROUGH (Model includes heated Velvac mirrors)	\$241,637.00	\$0.00
0	2025	623 Type I	Ambulance, <u>International</u> 175" wheel base MV (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) PASS THROUGH (with 260hp Cummins engine)	\$318,157.00	\$0.00
0	2025	623 Type I	Ambulance, <u>Freightliner</u> 175" wheel base M2 (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) PASS THROUGH (with 2010 emissions)	\$307,857.00	\$0.00
0	2025	453 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>149"</u> modular body, Horton Custom Series (5 Exterior Compartments) PASS THROUGH	\$288,487.00	\$0.00
0	2025	457 Type I	Ambulance, <u>Dodge 5500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>157"</u> modular body, Horton Custom Series (5 Exterior Compartments) PASS THROUGH	\$289,116.00	\$0.00
0	2025	603 Type I	Ambulance, <u>Dodge 5500 (4x2)</u> , 192" wheel base cab/chassis, <u>167"</u> modular body, Horton Custom Series (5 Exterior Compartments) PASS THROUGH	\$288,395.00	\$0.00
0	2025	623 Type I	Ambulance, <u>Dodge 5500 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (5 Exterior Compartments) PASS THROUGH	\$289,843.00	\$0.00

BASE MODEL PRICE OF CUSTOM AMBULANCE AS SELECTED ABOVE:\$278,109.00

File Attachments for Item:

A. Resolution 2026-R-26 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A LEASE AGREEMENT FOR PARCEL ID L32-0002-0017-0-0044-00 CONSISTING OF 16.6 ACRES OF WELLFIELD LAND LOCATED ON STATE ROUTE 725

RECORD OF RESOLUTIONS

Item A. Section , Item

Resolution No. 2026-R-26

July 27, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-26

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A LEASE AGREEMENT FOR PARCEL ID L32-0002-0017-0-0044-00 CONSISTING OF 16.6 ACRES OF WELLFIELD LAND LOCATED ON STATE ROUTE 725

WHEREAS, the City of Bellbrook is the owner of the property located north of State Route 725 and directly east of the Bellbrook Golf Park Driving Range, Parcel ID L32000200170004400; and

WHEREAS, the Bellbrook Golf Park Driving Range has utilized the parcel as part of its business operations since 2006; and

WHEREAS, it is recognized that the current lease agreement should be extended for this use and outlined in the terms of the lease.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to negotiate and enter into an Agreement as the lessor for the lease of the 16.6 acre parcel L32000200170004400 and to execute any and all documents necessary to consummate the subsequent lease of the parcel as provided in the final Lease Agreement.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 27th day of July 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August 2026, by and between City of Bellbrook, Ohio., hereafter called "Lessor" and Frygib, Inc., hereinafter called "Lessee."

1. GRANT. In consideration of the maintenance and driving range operations hereafter stipulated to be carried out by the Lessee, its successors and assigns, the Lessor does hereby grant demise and lease unto said Lessee, the 16.598 acres (the eastern end of the golf driving range), more fully described in the legal description, attached hereto and incorporated here in as Exhibit A.

2. USE AND RESTRICTIONS. Lessee agrees to use the leased property as part of its golf driving range (or other outdoor recreational activity which does not require or permit its patrons to enter upon the leased premises and does not otherwise disrupt use of the wellfield or violate other provisions herein) in such a manner as to not create a nuisance or violate any statute, law or ordinance by any applicable governmental authority.

3. TERM. Lessor grants Lessee the right to have and to hold the above premises for an initial term of 5 years with 3 additional option periods of five (5) years each, totaling a maximum leasehold of 20 years, commencing on the 1st day of September 2021 and the first five-year period to be concluded on the 31st day of August 2026. The Lessee shall notify the Lessor in writing of its exercise of a further five (5) year option period not less than sixty (60) days nor more than ninety (90) days before the end of the then-current five (5) year leasehold.

4. RENTAL. Lessee shall pay no cash rent to the Lessor, but shall provide the maintenance called for in section #8 below. The calculated cash value of the referenced maintenance shall equate to \$800 per month for the first year of the Term in this Agreement and adjusted each subsequent year relative to the Consumer Price Index (CPI) as reported by the Bureau of Labor Statistics. Should the Lessee fail to meet the maintenance requirements called for in Section 8 of this Agreement, the Lessee shall pay the cash equivalent referenced in this section.

5. SECURITY DEPOSIT. Lessor and Lessee agree there will be no security deposit.

6. INSURANCE. For claims pertaining to this agreement, Lessee will maintain commercial general liability insurance coverage with a limit of not less than \$1 million per occurrence. The policy shall cover, or be endorsed to cover, the Lessor, its officials, employees, and volunteers as additional insureds. Such coverage shall be primary and non-contributing as respects the additional insured parties. Lessee shall provide the Lessor with a certificate of insurance ten days before the commencement of the term of this Lease Agreement, and each January 1 thereafter, verifying compliance with the requirements herein. The Lessor reserves the right to require Lessee produce within ten (10) days of Lessor's request, complete certified copies of all policies required by these specifications, including endorsements.

7. TAXES. During the leasehold period, the Lessor will apply for exemption or otherwise pay any real estate taxes on the 16.598 acres in the event the Lessor does not achieve an exempt status.

8. MAINTENANCE. Lessee agrees to maintain the leased premises in grass, to mow the grass and otherwise maintain the open areas exclusive of the wellfield structures and keep the property free of trash and litter.

9. ASSIGNMENT. This Lease Agreement shall not be assigned, transferred, or sublet during the term of this Agreement. This Lease Agreement shall be considered personal to the Lessee.

10. FORFEITURE. Upon a failure of the Lessee to operate the golf driving range or other outdoor recreational activity facility for a continuous 60-day period during the months of May through September of any leasehold year, or the failure to mow and otherwise maintain the leasehold property for any continuous 60-day period within the months of May through September of each year, a forfeiture of the lease and forfeiture of all rights to renew for any further 5 year option periods will be triggered.

11. LATE CHARGE. If the Lessee fails to maintain the leased premises in grass and keep the grass mowed, the Lessor shall have the option, but not the duty to assume that maintenance work and the Lessee shall reimburse the Lessor its reasonable expenses thereby incurred. If the Lessee fails to pay Lessor within thirty (30) days of receipt of a bill for mowing, Lessor shall have the right to immediately terminate this Lease.

12. WELLFIELD OPERATIONS. The following provisions are hereby mutually agreed upon:

a. Lessee must comply with all EPA wellfield regulations both as existing and as amended throughout the 20 years. and Lessee is prohibited from the application of any chemicals, including but not limited to pesticides, herbicides, and fertilizers.

b. Although the Lessee will be free to operate its mowing equipment and ball retrieval equipment on the leased property, the Lessee is prohibited from storage of any equipment or fuels, lubricants, hydraulic fluids or any other liquids or gases on the leased premises. In the event of any spills, the Lessee will hold the Lessor harmless and provide the Lessor with immediate notice, regardless of how minor or seemingly insignificant is the spill, so that the Lessor can take whatever remedial action is necessary to protect the wellfield and the aquifer.

c. The Lessor will attempt to make every reasonable attempt to schedule the construction activities and installation and subsequent maintenance activities on the wellhead property which poses the potential of an interference with the operation of the driving range facility to those months of the year, i.e., October through April, being those months during which the driving range is not in operation. The Lessor will also provide 24-hour advance notice before entering the property during the business hours of the driving range, unless it is a matter of an emergency nature. If Lessee begins to operate its

golf driving range or other outdoor recreational activity for additional months of the year or year-round, Lessee shall reasonably accommodate Lessor to allow the safe and uninterrupted construction, installation, and maintenance activities necessary for operation of the wellfield property.

d. To the extent the Lessor elects to carry out construction or maintenance activities during the months of May through September, its contractors, agents, and employees shall be required to wear hardhats and otherwise ensure for their own safety and welfare during any hours that the driving range is in operation .

e. The Lessor shall be free to construct such above-ground security and physical improvements within and surrounding each wellhead as is reasonably necessary to establish and protect the wellheads and personnel.

f. The Lessor will not be limited in any way in terms of locating the sites of any wells placed on the 16.598 acres.

g. Lessee will ensure that all patrons of the driving range facility do not enter upon or otherwise trespass upon the leasehold premises.

h. The Lessor will provide electric utilities and other needed utilities to the wellhead operations from the rear (east end) of the 16.598-acre tract and as well, provide for vehicular ingress and egress to the 16.598 acres from the State Route 725 and Lower Bellbrook Road frontage rather than through the residual 11. 950-acre tract being retained by the Lessees.

i. Lessee may with Lessor's approval construct or install any devices to assist in the drainage of surface water from the property so long as such devices do not interfere with the wellfield operations, and advance notice is given to the Lessor's Service Department.

j. The Lessor shall have the right to terminate this lease at any time should it be prohibited from allowing Lessee's use of the land. Lessor may, but is not obligated to appeal or challenge any such rule, order, or directive, and in the case of termination deemed required by Lessor, Lessee shall have no claim for damages, including lost revenue, opportunity costs, recovery of expenses or any other damage Lessee claims to have suffered.

13. SIGNS. Lessee is not permitted to erect or permit to be erected signs or placards on the leased premises, except yardage signs similar to those currently in use.

14. QUIET ENJOYMENT. Except as otherwise provided herein, the Lessor covenants, and agrees with the Lessee, that provided that the terms and conditions of this lease are observed, that the Lessor shall permit the Lessee to lawfully and peacefully and quietly occupy and use the leased premises for driving range purposes during the term hereof without any interference on the part of the Lessor except as elsewhere provided in this Lease.

15. PROHIBITION OF LIENS ON FEE ON LEASEHOLD INTEREST.

a. Lessee shall not suffer or permit any mechanic's liens or other liens to be filled against the fee of the premises or against Lessee's leasehold interest in the premises or any buildings or improvements on the premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the premises or any part thereof through or under Lessee.

b. If any such mechanic's lien or materialman's lien shall be claimed or recorded against the premises or any improvements thereof, Lessee shall cause the same to be immediately removed, or in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanic's lien, cause the same to be discharged and removed prior to the execution of such judgment.

16. MISCELLANEOUS PROVISIONS. The following provisions are hereby mutually agreed upon:

a. Lessee agrees that it will surrender and deliver up the leased premises at the end of the term provided for herein in good order and condition as the same now are or as may be put by the Lessor, reasonable wear and tear excepted.

b. The authority of the Lessor to enforce its rights or seek remedies upon any default of the Lessee with respect to any of the obligations or conditions contained herein shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default or failure to observe any condition imposed herein by the Lessee.

c. It is hereby specifically provided that any breach, violation, or default, or any attempted breach, violation or default by Lessee, its successors or assignors of any covenant, term or condition of this lease shall be retrainable by injunction, whether mandatory or prohibitive or for specific performance and all of such rights or remedies shall be cumulative to any or all other such rights or remedies as shall be permissible by law.

d. No waiver of any covenant or condition or the breach of any covenant or condition of this lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant and condition hereof, nor shall any waiver or indulgence granted by the Lessor to the Lessee be taken as an estoppel against the Lessor, it being expressly understood that if at any time the Lessee shall be in default in any of its covenants or conditions hereunder during the continuance of such default or of the failure on the part of the Lessor promptly to avail itself of such other rights or remedies as the Lessor may have, shall not be construed as a waiver of such default, but the Lessor may at any time thereafter, if such default continues, terminate this lease on account of such default in the manner hereinbefore provided.

e. If either the Lessor or the Lessee shall fail to perform or shall be in breach of any term or condition of this lease for fifteen (15) days after a written note specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this lease or to compel performance of the agreement.

17. NOTICES. All notices provided for herein shall be given by registered mail, postage prepaid, return receipt requested to the respected party at the address below or at such other place as shall be directed from time to time in writing.

Lessor: City of Bellbrook, Ohio
Office of the City Manager
15 E. Franklin St. Bellbrook, OH 45305

Lessee: Frygib, Inc.
c/o Bellbrook Golf Park
3363 Washington Mill Road
Bellbrook, OH 45305

18. BINDING EFFECT. The provisions of this lease shall be binding upon and shall inure to the benefit of the parties hereto.

19. ENTIRE AGREEMENT. This lease contains the Agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party, to any employee, officer, or agent of any party, which is not considered in this lease shall be binding or valid.

IN WITNESS WHEREOF, the parties hereunto set their hands on the day and year first written above.

CITY OF BELLBROOK, OHIO, LESSOR

By: _____

Date: _____

FRYGIB, INC., LESSEE

By: _____

By: _____

Date: _____