

City of Trenton
REGULAR COUNCIL MEETING
May 18th, 2023 - 7:30 p.m.

City of Trenton
11 E State St | Trenton OH 45067
513.988.6304 | www.trentonoh.gov

Calvin Woodrey
Mayor

Ryan Perry
Vice Mayor

Jennifer Harris
Council Member

Jennie Combs
Council Member

Dale Perry
Council Member

Cody Agee
Council Member

Sharon Montgomery
Council Member

CALL TO ORDER

PRAYER

1. Deacon Larry Gronas.

ROLL CALL

PRESENTATIONS

1. None.

APPROVAL OF MINUTES

1. Minutes of the May 4th, 2023 Council Work Session.
2. Minutes of the May 4th, 2023 Regular Council Meeting.

CORRESPONDENCE

1. April Financial Snapshot.

AUDIENCE OF PUBLIC

UNFINISHED BUSINESS

1. None.

PUBLIC HEARINGS

1. None.

NEW BUSINESS

1. None.

LEGISLATION

1. A RESOLUTION ALLOCATING ALL CODE ENFORCEMENT FEE REVENUES TO BE DIRECTED TOWARD THE CITY OF TRENTON'S PROPERTY REHABILITATION FUND (FUND 251). (**Second Reading**)

City of Trenton
REGULAR COUNCIL MEETING
May 18th, 2023 - 7:30 p.m.

City of Trenton
11 E State St | Trenton OH 45067
513.988.6304 | www.trentonoh.gov

2. A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A THREE-YEAR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BETWEEN THE CITY OF TRENTON, OHIO AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) PATROL OFFICERS AUTHORIZING AND DIRECTING THE EXECUTION OF SAID COLLECTIVE BARGAINING AGREEMENT. (**First Reading, Suspend Rules**)

REPORTS

AUDIENCE OF COUNCIL

ADJOURNMENT



City Council Work Session Agenda **MINUTES**

May 4th, 2022

6:30 pm

1. Police Chief, Pat Carr
 - a. Introduction of Dispatcher Elizabeth Anglin.
 - i. Chief Carr provided background information on the new dispatcher and welcomed her to the City of Trenton.

2. Planning and Zoning Administrator, Bill Jones
 - a. Discuss Ordinance Regarding:
 - i. Mapleview 4B Replat
 1. Bill Jones received a letter from one of the residents that this issue is related to. He proceeded to read the letter. Resident Angela French got up and spoke and read from the letter as well.

3. Service Director, Rob Leichman
 - a. Discuss Motion Regarding:
 - i. 2023 Paving Program - \$1,054,848.60
 1. Rob briefly discussed the parking lot project. Councilmember Harris asked about the Park Restrooms. They have been repaired and the heater installed. Then Rob proceeded to discuss the project. Roughly 2.9 lane miles of roadway will be paved this year.

4. Finance Director, Matthew Mesisklis
 - a. Discuss Resolution regarding:
 - i. Code Enforcement Fee Revenues.
 1. Matthew Discussed that this legislation would divert the funds from the General Fund to the Property Rehabilitation Fund to use for property beautification and rehabilitation.

5. City Manager, Marcos Nichols
 - a. Executive Session Request



- i. To consider confidential information related to marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

6. Council

a. Executive Session Request

- i. To consider the appointment, employment, or compensation of a public employee or official and to confer with legal counsel.

Motion – To go into executive session for the reasons noted.

(Roll Call Vote) 1st Vice-Mayor Perry 2nd Montgomery Time: 7:16PM

YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1)

Motion - That executive session be adjourned and the meeting be adjourned.

(Roll Call Vote) 1st Vice-Mayor Perry 2nd Harris Time: 7:39PM

YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1)

***Agenda is subject to change**

Calvin Woodrey

Mayor

Ryan Perry
Vice Mayor

Jennifer Harris
Council Member

Jennie Combs
Council Member

Dale Perry
Council Member

Cody Agee
Council Member

Sharon Montgomery
Council Member

CALL TO ORDER

PRAYER

Councilmember Sharon Montgomery

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Woodrey, Perry, Agee, Montgomery, Harris, Perry (7)

Absent: Combs (1)

Motion -To excuse Council Member Combs for reasons known to City Council.

(Roll Call Vote) 1st _____ Harris _____ 2nd _____ Agee _____

YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1)

PRESENTATIONS

1. Swearing in ceremony for Parks Board Member – Floyd Croucher.

APPROVAL OF MINUTES

1. Minutes of the April 20th, 2023 Council Work Session.
2. Minutes of the April 20th, 2023 Regular Council Meeting.

Motion -To approve the minutes of the April 20, 2023 Council Work Session and Regular Council meeting.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Perry _____

YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1)

CORRESPONDENCE

1. None.

AUDIENCE OF PUBLIC

Annette Havens spoke – She thanked Council for allowing her the opportunity to reach out to Mr. Fagley and they will work out the details.

UNFINISHED BUSINESS

1. AN ORDINANCE TO ACCEPT, MODIFY, OR REJECT THE FINAL RE-PLAT OF LOTS 4787, 4788, 4789, 47900, 4791, 4792 and 4794 INCLUSIVE, MAPLE VIEW SECTION 4B, PLAT ENVELOPE 9362, PAGE 1714-1715, PART OF LOT 1029 & PART OF LOT 1030, SECTIONS 31 AND SECTIONS 32, TOWN 2, RANGE 4, CONGRESS LANDS WEST OF THE MIAMI RIVER, CITY OF TRENTON, BUTLER COUNTY, OHIO, AND DECLARING AN EMERGENCY. (**Second Reading**)

Motion - That the Ordinance be untabled.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Harris _____
YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)
NAYS: (0)
ABSTAIN: (0)
ABSENT: (1)

Motion - That the Ordinance read by title only.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Harris _____
YAYS: Woodrey, Perry, Montgomery, Harris, Perry (5)
NAYS: Agee (1)
ABSTAIN: (0)
ABSENT: (1)

Motion - That the Ordinance be adopted.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Harris _____
YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)
NAYS: (0)
ABSTAIN: (0)
ABSENT: (1)

PUBLIC HEARINGS

None.

NEW BUSINESS

1. A MOTION, AUTHORIZNG THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEYRA CONSTRCTION INC. DBA NEYRA PAYVING, FOR THE PAVING SERVICES FOR THE CITY OF TRENTON 2023 LOCAL PAVING PROGRAM IN THE AMOUNT NOT TO EXCEED (\$1,054,848.60) ONE MILLION, FIFTY-FOUR THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS AND 60 CENTS, AND FURTHER AUTHORIZING THE CITY MANAGER TO SIGN ALL REQUIRED DOCUMENTS RELATED THERETO.

Motion - That the motion be adopted.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Harris _____
YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)
NAYS: (0)
ABSTAIN: (0)
ABSENT: (1)

LEGISLATION

Motion - That the items 1 and 2 under legislation be read by title only.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Perry _____

YAYS: Woodrey, Perry, Montgomery, Harris, Perry (5)

NAYS: Agee (1)

ABSTAIN: (0)

ABSENT: (1)

1. AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PROVIDING FOR THE PUBLICATION OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY. **(First Reading, Suspend Rules)**

Motion - That the rules be suspended and the Ordinance voted on this evening.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Perry _____

YAYS: Woodrey, Perry, Montgomery, Harris, Perry (5)

NAYS: Agee (1)

ABSTAIN: (0)

ABSENT: (1)

Motion - That the ordinance be adopted.

(Roll Call Vote) 1st _____ Vice-Mayor Perry _____ 2nd _____ Perry _____

YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1)

2. A RESOLUTION ALLOCATING ALL CODE ENFORCEMENT FEE REVENUES TO BE DIRECTED TOWARD THE CITY OF TRENTON'S PROPERTY REHABILITATION FUND (FUND 251). **(First Reading)**

REPORTS

No Reports from Staff.

AUDIENCE OF COUNCIL

- Ms. Harris – Mentioned that she met Dispatcher Anglin, recently attended the State Street Barber Shop ribbon cutting – encouraging residents to stop by and noted the available seed packets. She also mentioned the greenspace lot on State Street that the City currently owns. She also participated in the National Day of Prayer event and is thankful for that event and mentioned the Prayer Marathon.
- Ms. Montgomery – Mentioned thanks to the Public Works Department for fixing the drainage basin issue at the intersection near her house. Also thanked and welcomed Dispatcher Anglin.
- Ms. Combs – Absent. No reports.
- Mr. Perry – Welcomed Dispatcher Anglin, provided thanks to Nicole Ard, Assistant City Manager for her work on Earth Day and Arbor Day events, and provided thanks to Public Works for the restroom heaters.
- Mr. Agee – Provided thanks to the residents that attended (Ms. French, Ms. Havens), to Floyd Croucher for his involvement in the community, as well as expressed thanks and welcome to Dispatcher Anglin. Mentioned April 28, 2023 was recognized as Workers’ Memorial Day and to take some time to remember those lost loved ones to workplace incidents.
- Vice-Mayor Perry – Welcomed Dispatcher Anglin, mentioned June 3rd (12PM – 4PM) Springfest and the times that various Councilmembers are being in the dunk booth. Also, the various movies in the park that will be occurring each month and their titles. Also expressed was the need for volunteers for the events.
- Mayor Woodrey – Thanked Dispatcher Anglin for coming back to the City of Trenton, residents for coming in tonight, Mr. Croucher for becoming a board member. Mentioned that he was proud our community supports the National Day of Prayer.

ADJOURNMENT

Motion - That the meeting be adjourned.

(Roll Call Vote) 1st Vice-Mayor Perry 2nd Montgomery Time: 8:19PM
YAYS: Woodrey, Perry, Agee, Montgomery, Harris, Perry (6)
NAYS: (0)
ABSTAIN: (0)
ABSENT: (1)

APR 30, 2023 - CITY OF TRENTON FINANCIAL SNAPSHOT

Fund Name	Approved Budget	YTD Spent	% Spend	Revenue Estimate	YTD Received	% Received	CASH Remaining	CASH Policy
011 GENERAL FUND	\$ 4,557,500	\$ 2,267,602	49.8%	\$ 5,085,826	\$ 2,919,718	57.4%	\$ 6,313,256	\$ 1,264,480
023 WATER DEBT SERVICE FUND	\$ 3,063,782	\$ -	0.0%	\$ 3,063,781	\$ 153,451	5.0%	\$ 158,267	
025 WATER IMPROVEMENTS FUND							\$ 304,723	\$ 300,000
026 WATER REVENUE FUND	\$ 3,580,459	\$ 807,189	22.5%	\$ 2,204,638	\$ 1,018,772	46.2%	\$ 2,332,597	\$ 649,142
027 WATER RATE STABILIZATION FUND							\$ 304,723	\$ 300,000
028 UTILITY CREDIT MEMO				\$ 25,715	\$ 35,690	138.8%	\$ 64,392	\$ 30,000
036 WATER SYSTEM RESERVE FUND	\$ 13,600	\$ 25,575	188.1%	\$ 200,000	\$ 56,000	28.0%	\$ 909,373	\$ 300,000
050 UTILITY DEPOSIT TRUST FUND	\$ 57,148	\$ 15,723	27.5%	\$ 51,875	\$ 23,700	45.7%	\$ 224,962	
066 SEWER REVENUE FUND	\$ 1,898,419	\$ 666,639	35.1%	\$ 1,787,296	\$ 573,148	32.1%	\$ 1,033,706	\$ 579,302
076 SEWER RESERVE FUND	\$ 155,000	\$ 195,222	125.9%	\$ 60,080	\$ 51,200	85.2%	\$ 3,713,014	\$ 300,000
096 REFUSE REVENUE FUND	\$ 1,171,205	\$ 414,174	35.4%	\$ 1,264,047	\$ 410,265	32.5%	\$ 575,095	
102 STREET MAINTENANCE & REPAIR FUND	\$ 3,080,393	\$ 277,669	9.0%	\$ 1,958,877	\$ 1,466,616	74.9%	\$ 2,366,728	
132 PARKS & RECREATION IMPROVEMENTS FUND	\$ 302,601	\$ 56,487	18.7%	\$ 343,592	\$ 310,550	90.4%	\$ 225,086	
165 SPECIAL ASSESSMENT BOND FUND							\$ 34,887	
166 STORMWATER PHASE II FUND	\$ 266,170	\$ 60,556	22.8%	\$ 262,000	\$ 102,171	39.0%	\$ 198,203	\$ 155,371
192 COUNTY MOTOR VEHICLE LICENSE FUND	\$ 150,000	\$ -	0.0%	\$ 150,000	\$ -	0.0%	\$ 0	
202 MUNICIPAL MOTOR VEHICLE LICENSE FUND	\$ 280,000	\$ -	0.0%	\$ 95,515	\$ 31,866	33.4%	\$ 232,305	
212 CITY EMPLOYEE FUND				\$ 258	\$ 0	0.0%	\$ 913	
218 POLICE LEVY FUND	\$ 2,809,404	\$ 1,186,554	42.2%	\$ 1,496,240	\$ 582,064	38.9%	\$ 1,355,491	
222 FIRE LEVY FUND	\$ 1,303,780	\$ 380,667	29.2%	\$ 1,217,295	\$ 495,691	40.7%	\$ 908,479	
223 FIRE LEVY - CAPITAL & DEBT FUND	\$ 590,814	\$ 10,000	1.7%		\$ -		\$ 772,320	
224 FIRE DEPOSIT ESCROW FUND	\$ 10,300	\$ -	0.0%	\$ 10,300	\$ 19,572	190.0%	\$ 47,572	
226 CASH BOND DEPOSIT FUND	\$ 290,514	\$ 713	0.2%	\$ 321,601	\$ 501	0.2%	\$ 3,178	
228 COMMUNITY NIGHT OUT FUND							\$ 7,036	
234 GENERAL CAPITAL IMPROVEMENT FUND	\$ 96,288	\$ 4,926	5.1%	\$ -	\$ -		\$ 91,402	
241 AMERICAN RESCUE PLAN ACT FUND							\$ -	
250 GENERAL STABILIZATION RESERVE FUND							\$ 398,366	\$ 390,768.97
251 PROPERTY REHABILITATION FUND	\$ 75,150	\$ 505	0.7%	\$ -			\$ 153,456	
252 MAYOR'S COURT CAPITAL IMPROVEMENTS FUND	\$ 3,605	\$ -	0.0%	\$ 2,183	\$ 1,109	50.8%	\$ 23,712	
253 TAX INCREMENT EQUIVALENT FUND	\$ 2,165,540	\$ 336,354	15.5%	\$ 687,193	\$ 287,848	41.9%	\$ 2,254,434	
254 MUNICIPAL BUILDING PROJECT FUND							\$ 274	
255 TIF - CARVANA INDUSTRIAL PARK	\$ 200,000	\$ -	0.0%	\$ 300,000	\$ -	0.0%	\$ -	
256 TIF- MAGNODE INDUSTRIAL PARK	\$ 140,000	\$ -	0.0%	\$ 200,000	\$ -	0.0%	\$ -	
402 LAW ENFORCEMENT TRUST FUND	\$ 22,500	\$ 4,405	19.6%	\$ 3,455	\$ 12,520	362.4%	\$ 30,131	
422 DRUG LAW ENFORCEMENT FUND	\$ 1,545	\$ -	0.0%		\$ -		\$ -	
432 FEDERAL ASSET FORFEITURE FUND							\$ 2,275	
442 LAW ENFORCEMENT & EDUCATION FUND	\$ 91	\$ -	0.0%	\$ 1,172	\$ -	0.0%	\$ 6,293	
518 UNCLAIMED MONEYS--TRUST FUND	\$ 521	\$ -	0.0%	\$ 572	\$ 2,513	439.3%		
890 EMPLOYEE TERMINATION BENEFITS FUND	\$ 18,517	\$ 2,943	15.9%	\$ 41,733	\$ -	0.0%	\$ 141,372	\$ 143,361
Grand Total	\$ 26,304,315	\$ 6,713,903	25.5%	\$ 20,835,245	\$ 8,554,966	41.1%	\$ 25,188,023	\$ 4,412,425

MAJOR REVENUES	Revenue Est.	YTD Received	% Rec.
INCOME TAX	\$ 3,112,000	\$ 1,735,682	55.8%
PROPERTY TAX	\$ 3,479,631	\$ 1,557,735	44.8%
WATER SERVICE	\$ 2,183,655	\$ 710,908	32.6%
SEWER SERVICE	\$ 1,742,896	\$ 555,500	31.9%
REFUSE SERVICE	\$ 1,260,132	\$ 410,265	32.6%
INTEREST	\$ 489,483	\$ 222,112	45.4%
GAS TAXES	\$ 653,186	\$ 214,197	32.8%
VEHICLE REGISTRATION (STATE, COUNTY, CITY)	\$ 263,007	\$ 60,851	23.1%
TOTAL - MAJOR SOURCES	\$ 13,183,990	\$ 5,467,250	41.5%

Bank	Statement Balance	Month Interest
1st Financial	\$ 1,368,967	
StarOhio	\$ 4,136,583	\$ 15,847
Redtree Financial	\$ 19,565,190	\$ 37,744
Huntington	\$ 193,230	\$ 444
TOTAL BANK STATEMENT BALANCE	\$ 25,263,971	\$ 54,036
TOTAL DEPOSITS-IN-TRANSIT	\$ 10,091.47	
TOTAL BOOK FUND BALANCE	\$ 25,188,023	
Month-end credit memos available	\$ 64,392.49	
TOTAL MONTH-END UNCLEARED CHECKS	\$ 185,423	
		% Difference
NET DIFFERENCE (BOOK OVER BANK)	\$ (34,990)	-0.14%
		Audit Limit %
		7%

The City of Trenton has several funds, dedicated to various purposes of local governance. These funds have distinct revenues which they are allowed to collect, and equally-distinct categories of spending that each fund can be used to provide for projects and city operations. As good stewards of public finances, the City has policies within its various funds to maintain minimum balances based on spending trends. These policies allow Trenton's operations to remain efficient and intact even in times of crisis. Ample reserves also contribute the City's respectable Bond rating of Aa3, which promotes access to low-interest debt to complete large-scale projects without undue debt burden. Reserves also allow for the collection of interest revenue to further improve the City's financial security. The City holds its funds in StarOhio - Ohio's Local Government Investment Pool - which operates as a liquid money-market fund. The City also invests in securities such as CDs, Municipal Bonds, Treasury Bonds, and Commercial Paper for more aggressive yields with its investment advisor, RedTree Financial. To maximize returns, funds are held in common with investment advisors and then interest earnings are distributed to those marked in bold above on a monthly basis. This report is updated and presented to City Council monthly.

As recommended by the Ohio Auditor of State, these statements are prepared monthly and provided to the public for accountability purposes

PRESENTED TO MAYOR OR APPOINTEE

RESOLUTION NO. 10-2023

A RESOLUTION ALLOCATING ALL CODE ENFORCEMENT FEE REVENUES TO BE DIRECTED TOWARD THE CITY OF TRENTON’S PROPERTY REHABILITATION FUND (FUND 251), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Trenton has established a Property Rehabilitation Fund for the purposes of property demolition, renovation, abatement, and improvement within the City; and

WHEREAS, the City of Trenton has a schedule of fees established for various property maintenance code violations; and

WHEREAS, it is the ultimate intent of the City of Trenton to encourage residents to prevent code violations and not simply to collect fees thereupon; and

WHEREAS, the City of Trenton has begun planning various property rehabilitation projects for the benefit of residents and businesses in the City

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Trenton, State of Ohio that:

Section 1. All code enforcement fee revenues and assessments be deposited into the Property Rehabilitation Fund (Fund 251) to be spent solely in the manner indicated above.

Section 2. This Ordinance being necessary for the preservation of the welfare of citizens of Trenton, Ohio, this Ordinance shall become effective immediately upon its passage by Council.

PASSED _____

Calvin Woodrey _____

AYES _____ NAYS _____

Mayor

ABSENT _____

Rules Suspended _____

First Reading _____

AYES _____ NAYS _____

Second Reading _____

ABSENT _____

Third Reading _____

ATTEST:

Marcos Nichols _____

CLERK OF COUNCIL

CERTIFICATION

I, the undersigned Clerk of Council of the City of Trenton, Ohio hereby certify on this ____ day of _____, 2023 that the above Ordinance is a true and correct copy as passed by the Council of the City of Trenton and that at least a majority of the elected members voted in the affirmative on said motion.

Clerk of Council

City Council Meeting Staff Report

Report to: The Honorable Mayor Calvin Woodrey & Members of the City Council

Report From: Matthew L. Mesisklis, Finance Director

Agenda Item: Resolution for Code Enforcement Revenue Allocation to Property Rehabilitation Fund.

Ordinance/Resolution/Motion <i>Resolution</i>	1 st Reading Date: 5-4-23 2 nd Reading Date: 5-18-23 Motion Date: Resolution Date: Public Hearing Date:	STRATEGIC GOALS Connected Community Economic Vitality Operational Excellence Strong & Secure Neighborhood General Operations
Contract	Contract Required: No	Additional Document(s) Attached:
Fiscal Impact	Budgeted: No Revenue: \$5,000 / yr Destination Fund: Property Rehabilitation Fund	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report.</i>

Policy Issue

Does City Council wish to adopt: Resolution for Code Enforcement Revenue Allocation to Property Rehabilitation Fund?

Policy Alternative

The City Council can choose to not approve. The current destination for code enforcement fee activity is the General Fund.

Staff Recommendation

Staff recommends that Council receive this report resolve to allocate code enforcement revenues to this Fund, which has been established for the sole purpose of improving properties within the City.

Statutory/Policy Authority

- ORC and the Ordinances of the City of Trenton.

Fiscal Impact Summary

This resolution will not tangibly affect City Finances, merely direct the dollars received via code enforcement to local property demolition, renovation, abatement, and improvement programs.

Background Information

The City's Property Rehabilitation Fund has historically been funded solely by transfers from the General Fund on an as-needed basis. The introduction of a regular revenue stream will give this fund a regular cash balance and ensure code enforcement revenues serve the sole purpose for which they were implemented: to improve the aesthetics and usability of properties in the City.

RESOLUTION NO. 11- 2023

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A THREE-YEAR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BETWEEN THE CITY OF TRENTON, OHIO AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (OPBA) PATROL OFFICERS AUTHORIZING AND DIRECTING THE EXECUTION OF SAID COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the City of Trenton and the OPBA Patrol Officers recently concluded labor negotiations for a successor collective bargaining agreement (CBA); and

WHEREAS, as a result of these negotiations, a tentative agreement for a successor collective bargaining agreement between the parties has been reached and has been approved by OPBA Patrol Officers bargaining unit; and said bargaining unit will receive a three percent (3%) base wage increase for year one, a three and a quarter percent (3.25%) base wage increase for year two, a three and a half percent (3.5%) base wage increase for year three, and other various terms as outlined in the attached draft agreement (Attachment A); and

WHEREAS, the CBA will remain in place through December 31, 2025; and

WHEREAS, this Council desires that the City Manager be authorized and directed to execute said successor CBA;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TRENTON, BUTLER COUNTY, OHIO:

Section 1: That City Manager is hereby directed to execute the CBA between the City of Trenton, Ohio and OPBA for the period beginning 1-1-2023 and continuing through December 31, 2025.

Section 2: That this Resolution is hereby declared to be an emergency measure for the reason that it provides the immediate preservation of public health, safety, and general welfare and so that bargaining unit members may be paid according to the new wage schedule and shall take effect immediately upon its passage.

Passed _____
AYES _____ NAYS _____
ABSENT _____
First Reading _____
Second Reading _____
Third Reading _____

Calvin Woodrey _____
Mayor
Rules Suspended: _____
AYES _____ NAYS _____
ABSENT _____

ATTEST:

Marcos Nichols _____
Clerk of Council

CERTIFICATION

I, the undersigned Clerk of Council of the City of Trenton, Ohio hereby certify that the above Resolution is a true and correct copy as passed by the Council of the City of Trenton, this ____ day of _____, 2023 and that at least a majority of the elected members voted in the affirmative on said motion.

Clerk of Council

City Council Meeting Staff Report

Report to: The Honorable Mayor Calvin Woodrey & Members of the City Council

Report From: Marcos Nichols, City Manager

Agenda Item: Resolution approving the terms and conditions of a three-year successor collective bargaining agreement negotiated between the City of Trenton, Ohio and the Ohio Patrolmen’s Benevolent Association (OPBA) Patrol Officers Authorizing and Directing the Execution of said collective bargaining agreement.

Ordinance/Resolution/Motion <i>Resolution</i>	1 st Reading Date: 5-4-23 2 nd Reading Date: 5-4-23 Motion Date: Resolution Date: Public Hearing Date:	STRATEGIC GOALS Connected Community Economic Vitality Operational Excellence Strong & Secure Neighborhood General Operations
Contract	Contract Required: Yes	Additional Document(s) Attached:
Fiscal Impact	Budgeted: Expense: See below Destination Fund: Multiple	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report.</i>

Policy Issue

Does City Council wish to adopt legislation to approve the tentative agreement for a successor collective bargaining agreement reached with OPBA?

Policy Alternative

The City Council can choose to not to adopt such legislation to approve the tentative agreement for a successor collective bargaining agreement reached with OPBA; in which case, the parties proceed to state mandated fact-finding.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to approve the tentative agreement for a successor collective bargaining agreement reached with OPBA, and direct the City Manager to execute the collective bargaining agreement.

Statutory/Policy Authority

- ORC and the Ordinances of the City of Trenton.

Fiscal Impact Summary

The agreement provides for across the board wage increases of 3% in 2023 and 3.25% and 3.5% in years 2024 and 2025, respectively, as well as a uniform allowance increase. The cumulative three-year additional cost of this agreement is \$71,158. These costs are allocated within the Police Levy Fund but are ultimately shouldered by the General Fund.

Background Information

On December 31, 2022, the current collective bargaining agreement between the City of Trenton and OPBA, expired. The parties have negotiated in good faith toward a successor collective bargaining agreement. As a result of these negotiations, a tentative agreement for a successor collective bargaining agreement between OPBA and the City has been reached.

In addition to the wage increases noted in the Fiscal Impact Summary, there were several new articles added to the contract (Occupational Injury Leave, Personal Leave, Sick Leave) and some that were removed (Longevity).

AGREEMENT

between



and



PATROL OFFICERS

Effective January 1, 2023 to December 31, 2025

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

Table of Contents

ARTICLE 1 - AGREEMENT AND PURPOSE	1
ARTICLE 2 - RECOGNITION, MEETINGS, BULLETIN BOARD	1
ARTICLE 3 - DUES DEDUCTION AND FAIR SHARE FEE.....	2
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - PROBATIONARY PERIOD	3
ARTICLE 6 - PERSONNEL FILES	3
ARTICLE 7 - SENIORITY	4
ARTICLE 8 - LAYOFF AND RECALL	5
ARTICLE 9 - WAGES AND COMPENSATION.....	5
ARTICLE 10 - VACATION LEAVE AND PERSONAL LEAVE	7
ARTICLE 11 - HOLIDAYS	9
ARTICLE 12 - SICK LEAVE.....	10
ARTICLE 13 - OCCUPATIONAL INJURY LEAVE	11
ARTICLE 14 - MODIFICATION AND SEPARABILITY	12
ARTICLE 15 - FUNERAL LEAVE AND MILITARY LEAVE	12
ARTICLE 16 - INSURANCE	12
ARTICLE 17 - UNIFORM ALLOWANCE.....	13
ARTICLE 18 - NO STRIKE/NO LOCKOUT CLAUSE.....	14
ARTICLE 19 - WORK HOURS, OVERTIME, AND COMPENSATORY TIME	14
ARTICLE 20 - SHIFT STAFFING & OFF DUTY DETAIL	16
ARTICLE 21 - REIMBURSEMENT OF EXPENSES	16
ARTICLE 22 - PROMOTIONS	17
ARTICLE 23 - ASSOCIATES/UNION BUSINESS	17
ARTICLE 24 - GRIEVANCE PROCEDURE.....	18
ARTICLE 25 - DISCIPLINE.....	21
ARTICLE 26 - TRAINING AND SCHOOLS.....	23
ARTICLE 27 - PAYMENT AT TERMINATION	23
ARTICLE 28 - DRUG AND ALCOHOL TESTING	24
ARTICLE 29 - EDUCATION PAY	26
ARTICLE 30 - DURATION.....	26
APPENDIX A - Initial Patrol Equipment/Uniform Items	29
APPENDIX B - Acceptable Equipment/Uniform Items*	30
Approved Vendors	31

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

ARTICLE 1 - AGREEMENT AND PURPOSE

- 1.1 This Agreement is between the City of Trenton, Ohio, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.
- 1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.
- 1.3 The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, race, color, religion, disability, sexual orientation, national origin, membership or non-membership in the Union, or any other class or characteristic protected by applicable law.

ARTICLE 2 - RECOGNITION, MEETINGS, BULLETIN BOARD

- 2.1 Recognition - The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board, Case Number 2010-REP-05-0078, as follows (and referred to in this Agreement as "Employees" or "Members"):

Included: All full-time Patrol Officers;

Excluded: All others.

- 2.2 Meetings - In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit and one non-employee Union representative, upon written request, for the purpose of:
 - a. To disseminate general information of interest to both parties
 - b. To give the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
 - c. To discuss ways to improve efficiency and safety and health issues within the department;
 - d. To promote harmonious relations between Employer and the Union in the best interest of the community.
- 2.3 Bulletin Board - Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit; arbitration awards; and collective bargaining including SERB notices, tentative agreements, fact-finding reports, conciliation reports, bargaining unit vote results and notices related to bargaining unit voting and tallying votes.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

ARTICLE 3 - DUES DEDUCTION AND FAIR SHARE FEE

- 3.1 The Employer agrees to deduct from the wages of all Employees, all Ohio Patrolmen's Benevolent Association membership dues uniformly required. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. The OPBA will notify the Employer from time to time of the membership dues it charges.
- 3.2 The OPBA agrees to indemnify and to save the Employer harmless from any action commenced by an Employee arising as a result of the deduction made under this Article.
- 3.3 All dues collected shall be paid over by the Employer once each month and sent to the Union.
- 3.4 The Employer shall be relieved from its obligation to make such "checkoff" deductions upon:
 - a. Termination of employment, or
 - b. Transfer of a job other than one covered by the bargaining unit, or
 - c. Lay-off from work, or
 - d. An agreed leave of absence without pay, or
 - e. Written revocation of the checkoff authorization by the Employee submitted to the Employer and the Union.
 - f. When, during any dues month, an Employee failed to receive sufficient wages to equal the dues deductions due.
- 3.5 Dues are to be deducted on a basis consistent with payroll.
- 3.6 There is no fair share or agency fee. In the event any State or Federal body with authority over the Employer reinstates fair share fee, the parties will meet to renegotiate this Section of the Agreement within 30 days.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:
 - a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. direct, supervise, evaluate, and hire Employees;
 - c. maintain and improve the efficiency and effectiveness of the Employer's operations;
 - d. determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
 - e. suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- f. determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, policies, procedures, general and special orders and directives;
 - g. determine the overall mission of the Employer as a unit of government;
 - h. effectively manage the work force;
 - i. take actions to carry out the mission of the Employer as a governmental unit.
- 4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.
- 4.3 Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth above, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, policies procedures, general and special orders, and directives, provided that the Employer has given the Union or Employees prior notice of such and permits the Union, upon request, to meet and discuss the proposed rules. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.1 All Employees shall serve a probationary period beginning on the date they commence work as full-time certified police officers and ending twelve (12) months later. During the probationary period, the Employer has the right to terminate the employment of the Employee/probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement or through a Court of Law. Employees shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an Employee's seniority shall be counted from his/her date of hire.
- 5.2 An Employee promoted to a new position after the effective date of this Agreement, shall serve a probationary period not to exceed twelve (12) months. During this probation period, the Employer shall evaluate the performance of the Employee in the new position, and if the Employer determines, in its sole discretion, that the Employee is unsatisfactory for the new position, the Employer shall return the Employee to his/her former position and rate of pay without recourse to the grievance and arbitration procedure of this Agreement or appeal to Court.

ARTICLE 6 - PERSONNEL FILES

- 6.1 Personnel files, for the purpose of this Section, means the official Employee personnel file in the custody of the City Manager.
- 6.2 An Employee covered hereunder shall be allowed to review his/her personnel file at a reasonable time upon written request to the Chief of Police who will forward such request

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

to the City Manager. The file shall not be removed under any circumstances by the Employee from the area designated for his review of the file. Personnel files shall be disclosed consistent with Ohio's Public Records Act.

- 6.3 If an unsustained citizen complaint or an unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his file. No statement of rebuttal may be placed in an Employee's file later than thirty (30) calendar days after the Employee is notified in writing of the unfavorable statement or notation of alleged misconduct.
- 6.4 Unsubstantiated, reversed or dismissed allegations of misconduct which did not result in disciplinary action noted in the personnel file shall be removed from the personnel file.
- 6.5 Records of written warnings and reprimands shall cease to have force and effect twelve (12) months from the date of issuance. Written warnings or reprimands may be of lesser duration if so deemed by the Chief of Police or City Manager. At no time shall records of written warnings or reprimands exceed the twelve (12) month limit.
- 6.6 Suspensions of five (5) days or less shall cease to have force and effect after a period of thirty-six (36) months from the date of the issuance of the suspension. Suspensions of more than five (5) days shall cease to have force and effect after a period of seventy-two (72) months from the date of the issuance of the suspension. If there is an intervening suspension of three (3) days or more, the original suspension shall remain in full force and effect for an additional twenty-four (24) months from the date of the original issuance of the suspension.
- 6.7 An Employee's signature on any performance evaluation shall mean only that the Employee has seen and read the evaluation. It shall not be construed as a representation that the Employee concurred with the contents or comments contained thereon. The Employee shall, upon request, receive a copy of the evaluation in its final form.
- 6.8 The Employer will prepare and disclose any records identified as public records in accordance with O.R.C. 149.43. The Employee will immediately be notified of the name and professional association of any requestor, if divulged, prior to any disclosure.

ARTICLE 7 – SENIORITY

- 7.1 Seniority shall be defined as the length of continuous, permanent, full-time service as a sworn officer from the Employee's date of hire. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.
- 7.2 Seniority shall be a factor in layoff, recall, vacation preference, and as otherwise detailed in this Agreement. In all other matters, seniority may be used by the Employer, in its sole discretion, as a tie breaker. Employees hired on the same date shall have seniority determined by test score; the highest scorer being the most senior.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

7.3 Seniority shall be lost and employment terminated when an Employee resigns, is discharged, is laid off and not recalled within eighteen (18) months or exceeds an official leave of absence.

ARTICLE 8 - LAYOFF AND RECALL

8.1 Layoff shall be by seniority within the classification. In the event of layoff, temporary Employees, entry level probationary Employees, part-time Employees shall be laid off before any permanent full-time Employees are laid off. Then the Employee with the least amount of seniority with the police department shall be next to be laid off within the classification subject to layoff.

8.2 Laid off Employees will be placed on a layoff list and shall be eligible for recall for eighteen (18) months from date of layoff. Recall shall be done by seniority, that is the last person laid off shall be the first person recalled. No new Employees will be hired to positions under this Agreement while there are regular permanent full-time Employees on the layoff list eligible for recall unless such eligible Employees decline the position when it is offered or failed to respond to the recall offer within ten (10) days after notice (certified mail) to the last known address. It shall be the sole responsibility of an Employee to keep the Employer apprised of his/her current address.

ARTICLE 9 - WAGES AND COMPENSATION

9.1 Employees shall be paid in accordance with this Article. Employees shall progress through the steps upon succeeding anniversary dates.

9.2 Effective January 1, 2023, there shall be an across the board \$.625 per hour adjustment to each step of the wage scale in lieu of longevity pay. Such adjustment is calculated into the wage rates found in Paragraph 9.3 below.

9.3 Effective January 1, 2023, the rate of pay for Employees shall be as follows (3%):

Class Title	Entry Level	12 Months	24 Months	36 Months	48 Months	60 Months
Patrol Officer	\$27.14	\$28.41	\$32.75	\$34.43	\$36.06	\$37.86

Effective January 1, 2024, the rate of pay for Employees shall be as follows (3.25%):

Class Title	Entry Level	12 Months	24 Months	36 Months	48 Months	60 Months
Patrol Officer	\$28.02	\$29.34	\$33.81	\$35.55	\$37.23	\$39.09

Effective January 1, 2025, the rate of pay for Employees shall be as follows (3.5%):

Class Title	Entry Level	12 Months	24 Months	36 Months	48 Months	60 Months
Patrol Officer	\$29.00	\$30.36	\$35.00	\$36.79	\$38.53	\$40.46

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

9.4 A lateral Employee shall begin employment at a rate equal to the applicable wage rate under Paragraph 9.3 according to the Employee's verifiable years of comparable full-time law enforcement experience.

9.5 Shift Differential

Employees working between the hours of 3:00 p.m. and 11:00 p.m., or other similar hours commonly referred to as second shift, shall, in addition to their base rate of pay, receive a shift differential of \$.70 per hour for all hours worked.

Employees working between the hours of 11:00 p.m. and 7:00 a.m., or other similar hours commonly referred to as third shift, shall, in addition to their base rate of pay, receive a shift differential of \$.35 per hour for all hours worked.

9.6 Call Out Pay

Employees required to report to work at a time disconnected from their regular scheduled hours of work shall receive a minimum of three (3) hours pay at one and one-half (1½) times the Employee's regular rate of pay.

9.7 Officer in Charge Pay

If a Sergeant is not on-duty, the Officer in Charge ("OIC") on the shift will be paid an additional three dollars (\$3.00) per hour for every hour worked, provided that the Patrol Officer works a minimum of two (2) hours. The Chief, in his/her sole discretion, shall determine the OIC on each shift based upon job-related criteria, one of which shall be seniority.

9.8 Court Pay

Whenever it is necessary for off-duty Employees to appear in Mayor's Court, Municipal Court, Common Pleas Court, Juvenile Court, or U.S. District Court, or appear at a hearing before any tribunal maintained by an agency of state or federal government on matters pertaining to, or arising from City of Trenton police business; or whenever it is necessary for off-duty Employees to appear before the prosecutor for a pretrial conference; such court time shall be compensated at a minimum of three (3) hours pay at one and one-half (1½) times the Employee's hourly pay rate. Compensable court time begins 30 minutes before the Employee's scheduled court time and ends when the Employee is dismissed from the hearing, conference, or other proceeding, and calls out service. Such compensable court time shall not apply to appearances that occur within one (1) hour of the Employee's shift start time or to court appearances that either carry over from the regular shift or appearances that begin within one (1) hour of the end of the regular shift.

9.9 Police and Firemen's Pension Fund

Employees shall receive the same Police and Firemen's Pension Fund benefit as other City employees who participate in the Police and Firemen's Pension Fund.

9.10 Field Training Officer Pay

Employees assigned as a Field Training Officer during the training of a new Employee shall be paid an additional one-half (1/2) hour of pay at one and one-half (1½) times the Employee's regular rate of pay, in pay or compensatory time, at the Employee's

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

option, for each shift worked during which they are engaged in field training activities with a new Employee.

9.11 On-Call Pay

Employees assigned to “on-call” status shall be assigned by calendar week and shall receive three (3) hours compensatory time or three (3) hours at the Employee’s current regular rate, at the Employee’s option, for each calendar week serving in on-call status. Assignment to “on-call” status shall be made at the sole discretion of the Police Chief. While assigned to “on-call” status, an Employee may conduct his or her personal business, but must remain fit for duty and available for recall for the duration of the “on-call” assignment.

ARTICLE 10 - VACATION LEAVE AND PERSONAL LEAVE

10.1 All full-time permanent Employees in an active pay status shall earn Vacation Leave with pay, at the Employee’s regular rate, in accordance with the Employee’s length of service based upon a calendar year as follows:

Completed Years of Service as of January 1	Hours
0 to 4	80
After 4	120
After 9	160
After 14	200

This Section shall be effective January 1, 2024. Employees shall accrue Vacation Leave in accordance with the predecessor CBA for the year 2023.

10.2 Employees may carry a maximum of one (1) year of accrued but unused Vacation Leave (as calculated in Paragraph 10.1) to any subsequent calendar year. Employees shall be paid for any unused Vacation Leave exceeding such carry-over maximum at the Employee’s regular rate at the time of the last pay in December of each calendar year. Such payment shall be separate from the Employer’s regular payroll deposit/paycheck. Such payment may be delayed by up to an additional pay period by the City Manager, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds. As a clarification for year 2023, no Employee shall be involuntarily cashed out of any Vacation Leave, irrespective of the amount of Vacation Leave carried over to 2023, until the last pay in December of 2023.

10.3 Vacation Leave shall be approved by the department head. Choice of vacation dates shall be by seniority within each shift, with conflicts to be determined by the Chief of Police. Employees shall be eligible to take Vacation Leave in minimum increments of one (1) hour. Employees shall not be required to take Vacation Leave for any time not requested by the Employee. An Employee should inform his/her department, or designee, of the Employee’s use of Vacation Leave at least one (1) hour or more prior to the time they are scheduled to report to work, so long as the City would not incur

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

overtime liability as a result of honoring the request. If overtime would be incurred, a 36-hour advanced notice by the Employee is required, unless other arrangements are made with the Employee's department head or designee.

- 10.4 Employees are entitled to the hourly equivalent of four (4) work shifts of Personal Leave with pay during each calendar year of employment. An Employee should inform his/her department head, or designee, of the Employee's use of Personal Leave at least one (1) hour or more prior to the time they are scheduled to report to work.
- 10.5 Employees shall have the following options for unused Personal Leave at the end of any calendar year:
 - a. Carry no more than the hourly equivalent of two (2) work shifts of accumulated but unused Personal Leave to any subsequent calendar year.
 - b. Convert unused Personal leave to accumulated Sick Leave (within the accumulation limits of Sick Leave detailed in Article 12) at a rate of two (2) hours of Sick Leave for every one (1) hour of converted Personal Leave.
 - c. Payment for any unused Personal Leave at the time of the last pay in December of each calendar year at the Employee's regular rate. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. Such payment may be delayed by the City Manager by up to an additional pay period, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.
- 10.6 Newly hired Employees will be credited with Vacation Leave and Personal Leave prorated based on the Employee's first day of employment. Newly hired Employees must complete field training prior to use of such credited Vacation Leave.
- 10.7 Any Employee who resigns in good standing or retires, and who has served more than one (1) year, shall be entitled to payment for credited but unused Vacation Leave and/or Personal Leave. In the event of death, such payment shall be paid to the estate of the decedent.
- 10.8 Notwithstanding the provisions of R.C. 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.
- 10.9 Employees shall have the option to submit for credited but unused Vacation Leave and/or Personal Leave buy-back in the fourteen (14) days preceding March 1, June 1, September 1, and December 1 of each year. Vacation Leave and/or Personal Leave buy-back will be paid at the Employee's regular rate within thirty (30) days from approval of the request. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. Such payment may be delayed by the City Manager by up to an additional pay period, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

ARTICLE 11 – HOLIDAYS

11.1 The following shall constitute legal holidays for all full-time bargaining unit Employees:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

11.2 All Employees in active pay status shall receive holiday pay for each of the holidays identified in Section 11.1 in the amount of a regularly scheduled shift, at the Employee's base rate, or a paid holiday day off in an equivalent hourly increment to be used at a later date, at the Employee's option. An Employee who is required to work on Thanksgiving, Christmas, New Years Day or Independence Day, shall also receive pay for the hours worked on the holiday at a rate of one and one-half (1½) times the Employee's base rate.

11.3 An Employee should inform his/her department head, or designee, of the Employee's use of an accrued but unused paid holiday day off at least one (1) hour or more prior to the time they are scheduled to report to work, so long as the City would not incur overtime liability as a result of honoring the request. If overtime would be incurred, a 36-hour advanced notice by the Employee is required, unless other arrangements are made with the Employee's department head or designee.

11.4 Employees shall have the option to submit for accrued but unused holiday pay buy-back in the fourteen (14) days preceding March 1, June 1, September 1, and December 1 of each year. Holiday pay buy-back will be paid at the Employee's regular rate within thirty (30) days from approval of the request. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. Such payment may be delayed by up to an additional pay period by the City Manager, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.

11.5 Employees may carry a maximum of one (1) year of accrued but unused holiday pay to any subsequent calendar year. Employees shall be paid for any unused holiday pay exceeding such carry-over maximum at the time of the last pay in December of each calendar year at the Employee's regular rate. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. Such payment may be delayed by up to

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

an additional pay period by the City Manager, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.

- 11.6 Any Employee who resigns in good standing or retires, and who has served more than one (1) year, shall be entitled to payment for accrued but unused holiday pay. In the event of death, such payment shall be paid to the estate of the decedent.

ARTICLE 12 - SICK LEAVE

- 12.1 Employees shall earn Sick Leave at a rate of four (4) hours per bi-weekly pay period during which such Employee is in active pay status. Employees may accrue a maximum of one thousand two hundred (1200) hours of unused Sick Leave. Employees shall forfeit their right to take or be paid for any Sick Leave earned in excess of this limit. Such excess shall be eliminated from the Employee's Sick Leave balance. For each hour of Sick Leave earned once an Employee has accrued one thousand two hundred (1200) hours of unused Sick Leave, the Employee shall earn ½ hour of Personal Leave.
- 12.2 An Employee with accrued but unused Sick Leave shall be granted such leave with pay, in a minimum of one (1) hour increments and at the Employee's regular rate, to be approved by the Chief or his/her designee, for the following reasons:
- a. Illness, injury, or pregnancy-related condition; of the Employee
 - b. Exposure of an Employee to a contagious disease which could be communicated to and jeopardize the health of other Employees;
 - c. Examinations of the Employee, including medical, psychological, dental or optical, by an appropriate practitioner;
 - d. Illness, injury, or a pregnancy-related condition of the Employee's immediate family (as defined in Article 15) where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member; or
 - e. Examinations, including medical, psychological, dental or optical, of a member of the Employee's immediate family by an appropriate practitioner where the Employee's presence is reasonably necessary.
- 12.3 An Employee shall inform his/her department head of the Employee's use of Sick Leave at least one (1) hour or more (unless extenuating circumstances prohibit) prior to the time they are scheduled to report to work on each day of absence, unless the Employee has presented physician authorization for multiple days or other arrangements are made with the Employee's department head. Upon return to work for Sick Leave, the Employer may require the Employee to furnish a physician's statement evidencing the absence was for one of the reasons set forth in Section 12.2 above.
- 12.4 Sick leave may not exceed the amount of time an Employee would have been regularly scheduled to work in any pay period.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- 12.5 Any Employee who separates from employment by retirement or resignation and who has served more than one (1) year shall be entitled to payment for one-half ($\frac{1}{2}$) of the Employee's accrued but unused Sick Leave. In the event of death, such payment shall be paid to the estate of the decedent.
- 12.6 If any disabling illness or injury continues past the time for which an Employee has accumulated Sick Leave, the City Manager may authorize a leave of absence without pay in accordance with City policy.
- 12.7 Pooling.
When an Employee has no accumulated paid leave and faces the prospect of leave of absence without pay, fellow Employees may voluntarily "pool" portions of their accumulated sick leave and donate it to an Employee with the special permission of the City Manager.
- 12.8 Prior Credit.
An Employee hired into the City service shall be given credit for accrued but unused sick leave earned by the Employee at a previous place of employment with the state or any of its subdivisions, up to the limits allowed by the Ohio Revised Code.

ARTICLE 13 – OCCUPATIONAL INJURY LEAVE

- 13.1 Each Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five (5) consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.
- 13.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or "horseplay" by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's Sick Leave time.
- 13.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee's treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.
- 13.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any Sick Leave, Personal

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

Leave, or Vacation Leave used by the Employee during the first five (5) workdays of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to Sick Leave status and shall be charged with Sick Leave, Vacation Leave, and/or Personal Leave for all time paid by the Employer for OIL.

ARTICLE 14 - MODIFICATION AND SEPARABILITY

- 14.1 The Employer and the Union for the term of this Agreement agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of this Agreement's provisions.
- 14.2 Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 15 - FUNERAL LEAVE AND MILITARY LEAVE

- 15.1 Any Employee may be granted Funeral Leave, with pay, upon approval of the Chief and City Manager, for a maximum of three (3) days in the event of an Employee's immediate family member. Such Funeral Leave may be used by the Employee to grieve, to attend the funeral, to make funeral arrangements, or to attend to other matters directly related to the funeral. This leave maybe extended by the Chief and City Manager upon showing of special circumstances, e.g., distance, complications in making necessary arrangements, or other exigencies. For purposes of this Article, "immediate family" means spouse, significant other living with the Employee on a continuous basis, sibling, parent, grandparent, child, grandchild, mother-in-law and father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, step-child, step-parent, and step-grandparent. In a situation where the death of relatives outside of the immediate family or a close friend occurs, an Employee will be given Funeral Leave to attend the funeral, up to one (1) day.
- 15.2 All Military Leave shall be in accordance with applicable federal, state, and local laws.

ARTICLE 16 - INSURANCE

- 16.1 Medical and Hospital Care Program. The Employer will provide medical and hospitalization (major medical and pharmaceutical) care through a plan adopted by City Council after consultation with a committee of City employees including a representative of the Ohio Patrolmen's Benevolent Association.
- 16.2 Employees shall pay ten (10) percent of the cost of the medical and hospitalization (major medical and pharmaceutical) care plan provided by the City and the coverage selected by the Employee. The Employee's contribution share shall be deducted from the employee's paycheck.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- 16.3 The City will provide the same dental care plan to Employees that it provides to non-bargaining unit City employees. Employees shall pay the same rates for dental care as non-bargaining City employees.
- 16.4 The Employer shall provide \$20,000 in term life insurance coverage for Employees.
- 16.5 The City shall pay the sum of one hundred seventy-five dollars (\$175) per month, paid in the final pay period of each month, to any Employee who rejects major medical and pharmaceutical single coverage. The City shall pay the sum of three hundred fifty dollars (\$350) per month, paid in the final pay period of each month, to any Employee who rejects major medical and pharmaceutical child(ren)/spouse coverage. The City shall pay the sum of four hundred fifty dollars (\$450) per month, paid in the final pay period of each month, to any Employee who rejects major medical and pharmaceutical family coverage. To become eligible, the Employee must demonstrate coverage by other legitimate sources.
- 16.6 The City shall contribute to Employees' HSA accounts (if applicable) on the same basis as non-bargaining unit employees of the City.

ARTICLE 17 - UNIFORM ALLOWANCE

- 17.1 The Employer may prescribe the type of uniform to be worn and may designate the Employees who will be required to wear uniforms. The initial issue of equipment and uniforms for Employees is identified in Appendix A. The Employer shall replace items that are damaged in the line of duty as a result of job performance in excess of normal wear and tear.
- 17.2 The Employer shall supply, at no cost to the Employee, a Department-issue cell phone and all firearms, tasers, chemical irritants, portable radios, business cards, and soft body armor deemed reasonably necessary by the Employer. The Employer shall be responsible for the replacement of these items when they are no longer serviceable or have reached their expiration date. The Employer shall supply at no cost to the Employee all equipment and uniforms when the Employer has determined a new uniform or piece of equipment is required and/or will be an item of standard issue by the Employer.
- 17.3 All uniforms and equipment provided by the Employer remain the property of the Employer and each Employee shall maintain such uniforms and equipment furnished to him/her in good repair.
- 17.4 Employees may, but are not required to, wear a weapon during off duty hours. Unarmed off-duty officers shall not be expected to take unreasonable risks.
- 17.5 The Employer will establish and fund a uniform account per calendar year, per Employee (the "Uniform Allowance") as follows:

Date	Allowance
January 1, 2023	\$1000
January 1, 2024	\$1000
January 1, 2025	\$1000

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- 17.6 Employees shall use the Uniform Allowance to replace worn/lost equipment and uniforms and to supplement the Employee's equipment and uniforms with approved items identified in Appendix B, attached hereto. The Employer may refuse to purchase any items it deems unreasonably duplicative. All purchase requests for attribution to the current calendar year must be submitted for approval by October 31 of each year. Any unused Uniform Allowance from each Employee's account will be returned to the Employer on December 31st of each year.
- 17.7 New probationary Employees will be furnished with all necessary uniforms and equipment as identified in this Article. Upon successful completion of a new Employee's probationary period, the Employee shall receive a prorated Uniform Allowance for the then-current calendar year.
- 17.8 In addition to the Uniform Allowance, detectives will receive an annual plain clothes allowance of four hundred fifty dollars (\$450.00), subject to normal withholdings and deductions, payable on March 1 of each year.

ARTICLE 18 - NO STRIKE/NO LOCKOUT CLAUSE

Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the Union shall not strike and the Employer shall not lockout Employees during the term of this Agreement.

ARTICLE 19 - WORK HOURS, OVERTIME, AND COMPENSATORY TIME

- 19.1 The Employer may schedule Employees to work eight (8), eight and one-half (8 ½), or ten (10) hour shifts. The Employer retains the right to make occasional changes or temporary adjustments in the schedule with twenty-four (24) hours' advance notice. The Employer retains the right to require Employees to work overtime.

Eight (8) and Ten (10) Hour Shifts

The standard pay period shall consist of fourteen (14) days. During the standard work week, Employees will normally be scheduled to work eighty (80) hours.

Eight and One-Half (8 ½) Hour Shifts

A standard work schedule shall normally consist of four (4) consecutive work days followed by two (2) consecutive off days. Employees shall be paid eighty (80) hours per fourteen (14) day period at the Employee's applicable hourly rate for working such regularly scheduled hours regardless of the number of hours worked by said regular schedule or whether a portion or all of such regularly scheduled hours are taken as paid time off.

- 19.2 Overtime shall be paid for all hours worked outside/in excess of the Employee's regularly scheduled hours of work, per work day. There shall be no duplication, pyramiding or compounding of overtime pay and/or premium pay. The highest rate of compensation under this Agreement is one and one-half (1½) times the normal straight time hourly rate.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- 19.3 Overtime will be compensated at one and one-half (1½) times the Employee's regular hourly rate and will be based on hours worked, which includes Vacation Leave, Personal Leave, holidays, compensatory time, and Sick Leave.
- 19.4 Employees working overtime shall have the option of choosing to be compensated in overtime pay or compensatory time, subject to the conditions of this Article. The Employer may require specialized or ancillary assignments to be paid in compensatory time, subject to the maximum compensatory time accumulation contained in this Article.
- 19.5 If an Employee elects compensatory time in lieu of overtime pay for any overtime worked, such compensatory time shall be accumulated at the rate of one and one-half (1½) hour of compensatory time for each hour of overtime worked.
- 19.6 An Employee may accumulate at any one time a maximum of one hundred twenty (120) hours of unused compensatory time. Employees may carry a maximum of sixty (60) hours of accrued but unused compensatory time to any subsequent calendar year. Employees shall be paid for accrued but unused compensatory time exceeding such carry-over maximum at the time of the last pay in December of each calendar year at the Employee's regular rate. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. Such excess shall then be eliminated from the Employee's compensatory time balance. This benefit may be suspended by the City Manager by up to an additional pay period, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.
- 19.7 Compensatory time shall be granted according to law. Notwithstanding the foregoing, the Chief, or their designee, may deny a request to use compensatory time if, at the time the Employee submits to use such compensatory time, the City would incur overtime liability as a result of honoring the compensatory time request.
- 19.8 Prior approval for the use of compensatory time off shall be obtained from the Chief or his designee, by the Employee in conformance with the provisions herein. Employees shall request the use of compensatory time at least one (1) hour prior to the requested use of the compensatory time. Such one (1) hour notice may be waived by the Chief, or his designee, at his discretion. Employees shall be permitted to utilize compensatory time in minimum increments of thirty (30) minutes.
- 19.9 Employees shall have the option to submit for accrued but unused compensatory time buy-back in the fourteen (14) days preceding June 1 and December 1 of each year. Compensatory time buy-back will be paid at the Employee's regular rate and will be payable within thirty (30) days from approval of the request. Such payment shall be separate from the Employee's regular payroll deposit/paycheck. This benefit may be suspended by the City Manager by up to an additional pay period, in his/her sole discretion, if such payment causes pertinent City fund balances to decrease below state mandated minimum thresholds.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

19.10 For overtime created as a result of a call-off, such time shall first be offered to Employees scheduled to work on the prior and/or subsequent shifts by seniority among those on such shifts.

ARTICLE 20 - SHIFT STAFFING & OFF DUTY DETAIL

20.1 There shall be two (2) Employees (patrol officers and/or sergeants) on duty during all shifts. This will provide for safety of the officer and good of the community.

20.2 The City may hire part-time non-bargaining unit officers to perform bargaining unit work provided that the number of part-time non-bargaining unit officers is equal to or less than one-half the number of officers in the bargaining unit. Each part-time employee shall not work more than 28 hours per week. Opportunities for bargaining unit Employees to work overtime shall be offered to bargaining unit Employees before such shifts are offered to part-time employees.

20.3 If Off Duty Details are offered, such details shall be offered first to all full-time certified officers of the City of Trenton on the basis of a rotating list initially set by departmental seniority and that includes all full-time officers. Contact shall be made to by departmental cell phone – voice or text message. A period of eight (8) hours shall pass after all such full-time Employees have been called before such details will be posted for acceptance on a first-come, first-served basis to both full-time and part-time officers. When the Employer is given less than twenty-four (24) hours' notice that off duty detail(s) are requested, a period of one (1) hour shall pass after the full-time Employees have been called before such details will be posted for acceptance on a first-come, first-served basis to both full-time and part-time officers.

20.4 An attempt to contact the Employee's departmental cell phone shall constitute an offer for purposes of this Article.

20.5 Minimum pay for off-duty details shall be \$55.00 per hour.

ARTICLE 21 - REIMBURSEMENT OF EXPENSES

21.1 An Employee required to use their personal vehicle for travel on police business shall log miles traveled, and shall be reimbursed at the current City rate.

21.2 Any Employee attending a school or seminar relating to their police duties (which must be pre-approved by the City) located in excess of fifty (50) miles from the City Administrative Building shall be reimbursed for any meals or lodging not provided by the sponsored school or seminar in accordance with City Policy.

21.3 No receipts for meals will be required if the total cost for meals is thirty-six dollars (\$36) or less per day.

21.4 Receipts are required when Employee's expenditures exceed the daily amounts in 21.3, above.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

ARTICLE 22 - PROMOTIONS

- 22.1 Any promotion made in the police department to the position of Sergeant, shall be made from within the bargaining unit, except as provided below in paragraph 22.2. Employees applying for the position will have a minimum of five (5) years of continuous service with the Trenton Police Department provided, however, if there are not at least two (2) police officers eligible and willing to participate in the promotional process, all police officers with at least three (3) years of service shall be eligible for promotion to Sergeant.
- 22.2 The condition for promotion from the bargaining unit is that fifty percent (50%) of Employees who take the test must pass with a minimum score of seventy percent (70%). Should at least fifty percent (50%) of the Employees taking the exam fail to pass the examination, the Employer will be permitted to go outside of the bargaining unit for applicants for the position and nullify the results of the above intra-departmental examination. Subsequent test material for applicants outside the bargaining unit will be similar to the test material given to Employees who have taken the test for the position. Any open examination will include Employees otherwise eligible. All outside applicants/candidates shall have at least three (3) years of experience as an accredited police officer. All eligible personnel shall be given a reasonable amount of time to prepare for testing, and all eligible personnel shall receive the same amount of time to prepare for testing.
- 22.3 With respect to departmental examinations or open examinations, the Personnel Board shall certify an eligibility list, consisting of all individuals who have passed the examination, all of whom shall be eligible for selection by the appointing authority.
- 22.4 If a promotion eligibility list is developed, it shall remain in effect for one (1) year with the option of the Employer to maintain such list for one (1) additional year.
- 22.5 For purposes of this Article, the fifty percent (50%) requirement for inter-departmental exams shall be rounded up to require, for example, 2 of 3 or 3 of 5 examinees to pass the exam to satisfy the fifty percent (50%) threshold. If only one (1) Employee applies to take the exam, such examination shall be conducted as an open competitive examination.
- 22.6 The provisions of this Article are intended to be exclusive as to all issues regarding promotions and testing and to supersede any and all conflicting provisions of Ohio Revised Code Chapter 124 and the Trenton City Charter.

ARTICLE 23 - ASSOCIATES/UNION BUSINESS

The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the immediate supervisor, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 The term "grievance" shall mean an allegation by an Employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement.

24.2 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time limit to lapse at any step without further appeal. Any grievance which is not processed by the Employee within the time limits provided, shall be considered resolved based upon the Employer's last answer.

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

Any grievant may, if he so desires, have a Union representative or private attorney accompany the grievant at any step or meeting provided for in this Article.

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

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant must identify the alleged grievance to the Police Chief within ten (10) calendar days after the Employee knows or should have reasonably known the facts giving rise to the grievance. Such grievance shall be in writing on a grievance form provided by the Union. The Police Chief shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within ten (10) calendar days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the Employee may within ten (10) calendar days following the Step 1 reply, refer the grievance to the City Manager. The City Manager shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved Employee. The City Manager shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date or ten (10) calendar days following receipt of the grievance, whichever is later.

Step 3: A grievance unresolved at Step 2 may be submitted to arbitration in accordance with provisions of 24.4 of this Article hereinafter set forth.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

24.4 Either party to this Agreement, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer on the grievance from Step 2, either party shall notify the Arbitration and Mediation Service ("AMS"), in writing, with a copy to the other party, of its intent to arbitrate the unresolved grievance. Selection of arbitrators (from a list of 12 who must maintain offices within 125 miles of the City) and conduct of the arbitration shall be in accordance with AMS rules. Any party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties withdrawing the request to arbitrate or canceling the arbitration. Any grievance not submitted as set forth above within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the other party or his/her representative(s).

The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a reporter, or either party requests a copy of any transcripts. Any bargaining unit Member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

24.5 All grievances must contain the following information to be considered and must be filed using the provided grievance form.

- a. Aggrieved Employee's name and signature
- b. Aggrieved Employee's classification
- c. Date grievance was first discussed and name of supervisor with whom the grievance was discussed
- d. Date grievance was filed in writing
- e. Date and time grievance occurred
- f. The location where the grievance occurred

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- g. A description of the incident giving rise to the grievance
- h. Specific Articles and Sections of the Agreement violated
- i. Desired remedy to resolve the grievance

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

- 24.6 A grievance may be initiated by an Employee covered by this Agreement or by the designated Union representative as provided for in this Agreement. Where a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.
- 24.7 Whenever any time limit specified in the Article ends on a Saturday, Sunday, or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24.8 When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his/her right to be present at the adjustment.
- 24.9 The investigation of a grievance (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representative's assigned duties. If grievance hearings are scheduled during representatives' or Employees' regular duty hours, the representative(s) and/or Employee(s) shall not suffer any loss of pay while attending the hearings.
- 24.10 Disciplinary actions of verbal reprimand (record of instruction and cautioning) and/or written reprimand taken by the Employer against any Employee may be appealed to steps one and two of the grievance procedure, but shall not be appealed to step three (arbitration).

Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any Employee may be appealed to steps two and three of the grievance procedure. Such grievances shall be submitted directly to step two.

If any Employee appeals a disciplinary action of suspension without pay, reduction in classification, or discharge from employment to step three of the grievance procedure, the grievance hearing arbitrator may consider whether any prior verbal warning(s) (record of instruction and cautioning) and/or written reprimand(s) were proper when ruling upon more severe disciplinary actions.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

24.11 If the grievance pertains to the conduct or decision of a City official who is part of the grievance procedure, the Employee may initiate the grievance process at the step above the individual to whom the grievance relates.

ARTICLE 25 - DISCIPLINE

25.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

25.2 No Employee shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public or any violation of divisional standards of conduct on and off duty.

25.3 Forms of disciplinary action shall be written reprimands; suspension without pay or discharge. Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of "the punishment should fit the crime," the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

25.4 When the Employer (through its management agents) believes that an employee is guilty of an act or omission for which disciplinary action is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that they are accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of the conference with the Chief of Police, and his/her right to bring with him to the conference an OPBA representative.
- b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his/her explanation, defense, or mitigating circumstances.
- c. At the conclusion of the conference, the Chief of Police shall do one of the following within 5 working days:
 - (1) Dismiss the allegations as unfounded without record; or
 - (2) Impose appropriate discipline of record.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

- d. If the discipline imposed is a reprimand, the Employee may appeal through the grievance procedure up to Step Two. If the discipline imposed is a suspension or discharge, the OPBA will be notified by the Employer and shall be given an opportunity to meet with the City Manager or his/her designee within forty-eight (48) hours after the conference. Any agreement reached between the OPBA the Employee, and the Employer at this stage shall be final and binding on the OPBA the Employee, and the Employer and shall not be subject to further appeal.
- e. If no binding agreement is reached, the Employer will impose the disciplinary action and, if the disciplinary action consists of suspension or discharge, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Three of the grievance procedure.

25.5 The Employer may conduct investigations of alleged misconduct by an Employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his/her designee, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The responses by the Employee, either written or oral, shall be subject to the following:

- a. Reports or responses to questions made by an Employee in the course of an investigation of misconduct, upon order of the Chief of Police, may not be used in a criminal proceeding against the Employee who made the report or responded to the question.
- b. The reports and responses may be used by the Employer in taking appropriate actions and in defending such action with respect to discipline or discharge of the charged Employee.
- c. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his/her "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his/her right to have representation of his/her choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.
- d. Failure by an Employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.
- e. Interrogation, questioning, or interviewing of a member Employee accused of misconduct shall be conducted during the Employee's working hours unless it is impractical to do so because the Employee is on sick leave, vacation, or other leave of absence. Any tape-recorded interviews will be copied and made available to the other party upon request.
- f. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Ohio Revised

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

Code Chapter 124 and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

- g. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

ARTICLE 26 - TRAINING AND SCHOOLS

- 26.1 The Employer shall provide training for Employees consistent with the requirements established by the State of Ohio.
- 26.2 The Employer will pay for all training, including time in attendance and travel. For training consisting of consecutive days when overnight accommodations are provided for the Employee and the Employee opts not to stay the night, the Employee's payment for travel shall be limited to one round trip, to and from, for the entirety of those consecutive days of training unless otherwise waived by the Chief of Police.
- 26.3 When overnight accommodations are paid for by the Employer and the Employee opts to stay overnight, the Employee shall be limited to using his/her take home cruiser to one round trip, to and from, for the entirety of those consecutive days of training, unless otherwise waived by the Chief of Police. When overnight accommodations are not paid for by the Employer or the Employee opts not to stay overnight, and instead, drives to and from training in lieu of accepting Employer paid accommodations, the Employee may use his/her take home cruiser to travel to and from the training daily upon approval of the Chief of Police. When overnight accommodations are included in the price of the training, the Employee shall only use his/her cruiser one round trip, to and from, for the entirety of those consecutive days of training.
- 26.4 Employees may request training through other schools or seminars and, upon approval of the Chief, be permitted to attend.
- 26.5 All expenses for said training will be paid by the Employer unless otherwise agreed upon. Employees who provide personal transportation will be reimbursed at the current City mileage rate unless there is a City vehicle available and the Employee chooses to use his/her personal vehicle.

ARTICLE 27 - PAYMENT AT TERMINATION

- 27.1 Employees who terminate from employment with the Employer, and provided the required two-week notice, shall receive payment upon termination for Sick Leave, Holiday Pay, Vacation Leave, compensatory time, and Personal Leave, subject to the terms and conditions for each benefit as set forth in this Agreement.
- 27.2 Employees who Retire may purchase his/her service duty weapon, backup weapon (if issued at the time of retirement), holster, ammunition pouch, and badge issued to the Employee for a cost of one dollar (\$1.00). For purposes of this Article, "Retire" is defined as (i) service retirement (twenty (20) years minimum recognized by the retirement

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

system) or (ii) disability retirement (fifteen (15) years minimum recognized by the retirement system).

ARTICLE 28 - DRUG AND ALCOHOL TESTING

28.1 Use of Alcohol And Controlled Substances Prohibited

No Employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No Employee shall report for duty or remain on duty when the Employee uses any controlled substance as defined by Chapter 3719 of the Ohio Revised Code, except when the use is prescribed by a physician who has advised the Employee that the substance does not adversely affect the Employee's ability to safely perform his/ her job duties. The Employee shall immediately provide the Chief or his/her designee with the physician's report concerning such prescriptions.

28.2 Employees Tested

All Employees of the Trenton Police Department are subject to on-duty drug and or alcohol testing by urine sample conducted under any of the following conditions:

1. Reasonable suspicion of drug and/or alcohol use: Whenever the Chief of Police or other qualified supervisor has reasonable suspicion to believe that an Employee is under the influence of alcohol or a controlled substance, the Chief or supervisor may require such Employee to submit a urine for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the Employee.
2. Random testing: Each year, fifty percent (50%) of Employees may be subject to random alcohol and controlled substance testing. The selection of Employees for random testing shall be made by a scientifically valid method provided by the City's drug-testing facility. Under the selection process used, each Employee shall have an equal chance of being tested each time selections are made.
3. Post-accident testing: As soon as practicable following an accident involving a City vehicle where there is reasonable suspicion to a City employee's use of drugs and/or controlled substances contributed to the accident, the City shall test each involved Police Department Employee for alcohol and controlled substances. Any Employee who is subject to post-accident testing shall make himself/herself readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight (8) hours following the accident, the test shall not be administered and a written statement explaining why the test was not administered shall be submitted to the Police Chief.

28.3 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and the department of health and human services.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

The Trenton Police Department shall give Employees the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. If an Employee tests positive for the use of alcohol or controlled substances, the Police Department, prior to taking any action, will permit the applicant or Employee the opportunity to explain, in writing, the tests results. Failure of any applicant or Employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

A drug or alcohol test with a positive result will automatically be tested again in the lab for confirmation. If the test is still positive, the Medical Review Officer will contact the Employee directly to inform them the result and to give them a chance to explain the circumstances of the positive result. If the Medical Review Officer agrees with the Employee, they may overturn the positive test and the employer is not contacted. If the Employee cannot show proof as to why the result is positive, the Medical Review Officer will notify the employer of the positive test. The employer may proceed with discipline at this time.

Any Employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected Employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.

An Employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results to the City. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to and including termination.

Costs of all drug screening tests and confirmatory tests shall be borne by the employer except that any test initiated at the request of the Employee shall be at the Employee's expense.

28.4 Refusal To Test

Refusal to submit to the types of drug and alcohol tests described herein employed by the Trenton Police Department will be grounds for disciplinary action, up to and including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an Employee may take which will be considered a refusal to test:

1. Refusal to sign the form releasing test results to the Police Department;
2. A non-medical delay in providing a urine;
3. Failure to report directly to the testing facility upon notification;
4. The use of any product to invalidate the test results.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

28.5 Discipline

The Employer may suspend the Employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the Employee.

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the provisions of this Agreement.

28.6 Confidentiality

Test results will, as a general rule, remain confidential. However, the Trenton Police Department may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense of related litigation. The Police Department may also disclose test results when required by government agencies or in accordance with state and federal law.

ARTICLE 29 - EDUCATION PAY

29.1 Upon the conditions herein, the Employer shall provide reimbursement to all Employees for the costs of tuition, registration fees, laboratory fees and books upon successful completion of course(s) in college, community and/or technical college, university or other accredited entity of higher education. In order to be paid under this Article, Employees must earn at least a grade of "C" or better. Additionally, the course(s) must either be related to law enforcement or completed pursuant to a degree program related to law enforcement, or mutually agreed between the Chief and Employee.

29.2 The reimbursement benefit under this Article shall be one thousand dollars (\$1,000.00) per Employee per calendar year. Such amount shall apply to the calendar year of the last class of the course being reimbursed.

29.3 An Employee who voluntarily terminates employment with the Employer less than one (1) year after completing a course (as measured from the last day of the class for the course) shall pay to the Employer one hundred percent (100%) of the Employer's reimbursement for the course. An Employee who voluntarily terminates employment with the Employer between one (1) year and two (2) years after completing a course (as measured from the last day of the class for the course) shall pay to the Employer 50% of the Employer's reimbursement for the course. An Employee who voluntarily terminates employment with the Employer between two (2) years and three (3) years after completing a course (as measured from the last day of the class for the course) shall pay to the Employer twenty-five percent (25%) of the Employer's reimbursement for the course.

ARTICLE 30 - DURATION

30.1 This Agreement shall become effective January 1, 2023 and shall remain in force for three (3) years, and will expire December 31, 2025.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

30.2 Successor Agreement – If the Union desires to modify or amend this Agreement, they shall give written notice of such intent not earlier than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within twenty-one (21) calendar days of receiving such notice of intent. Failure of the Union to give said notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

Signed:

Date: _____

Mark Volcheck
Ohio Patrolmen's Benevolent Association

Marcos Nichols
City Manager, City of Trenton

Representatives:

Jeremy Rose

Patrick Carr
Police Chief, City of Trenton

Michael Spinelli

Nick Ziepfel
City Attorney, City of Trenton

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

APPENDIX A - Initial Patrol Equipment/Uniform Items

Shirts, short-sleeved class B	1*
Shirts, long-sleeved class B	1*
Optional Class C Short Sleeve Shirts	3*
Optional Class C Long Sleeve Shirts	3*
Class B/A 4 pocket pants	1*
Optional Class C 6 pocket pants	3*
Breast badge	1
Badge mourning band	1
Name Plate	1
Collar Brass TPD	1
Jacket/Coat with patches and name tag	1
Full-length Gortex (or equivalent) Raincoat	1
Winter Toboggan	1
Uniform hat with Badge, Band, and Buttons	1
Hat Rain Cover	1
Tie	1
Tie bar	1
Boots/Shoes	1
Reflective LIT traffic vest	1
Inner (Velcro) belt	1
Outer belt	1
Key Holder	1
Flashlight	1
Flashlight holster	1
Handcuffs & key	2
Handcuff case	2
Radio Holster and D-Ring	1
Duty weapon holster	1
Magazine pouch	1
Taser holster	1
Baton holder	1
OC Holster	1

*At employee's option, Class B shirts can be substituted for Class C shirts and Class B pants can be substituted for Class B pants so long as there is a least one (1) Class B pant, one (1) Class B short sleeve shirt, and one (1) Class B long sleeve shirt.

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

APPENDIX B - Acceptable Equipment/Uniform Items*

Shirts, short-sleeved class B	Outer belt
Shirts, long-sleeved class B	Belt keepers
Optional Class C Short Sleeve Shirts	Duty belt suspenders/suspension
Optional Class C Long Sleeve Shirts	Key Holder
Class B/A 4 pocket pants	Flashlight
Optional Class C 6 pocket pants	Flashlight holster
Breast badge	Handcuffs & key
Badge mourning band	Handcuff case
Name Plate	Radio Holster and D-Ring
Collar Brass TPD	Duty weapon holster
Class A Jacket	Secondary Duty weapon holster
Class A belt	Off-duty firearm
Class A White Shirts	Off-duty firearm holster
BDU Style Training Pants	Handgun grips
Approved Polo shirt with Trenton PD Logo	Magazine pouch
Jacket/Coat with patches and name tag	Taser holster
Full-length Gortex(or equivalent) Raincoat	Baton holder
Outer vest carrier*	OC Holster
Winter Toboggan	Gloves pouch
Uniform hat with Badge, Band, and Buttons	Gloves
Hat Rain Cover	Tourniquet
Sunglasses*	Tourniquet Holder
Tie	Duty bag
Tie bar	Citation holder
Boots/Shoes	Posse box
Uniform socks	Wallet Badge
Uniform under shirts	Wallet
Reflective traffic vest	Knife*
Thermal undergarments	Hearing protection
Inner (Velcro) belt	Eye protection
Related items to Department-issued firearms	Related items to Department cell phone/chargers/cases
	Any other items agreed upon by the employer and employees

*Must be approved by Chief of Police

OPBA and City of Trenton Patrol Officers Final Agreement 2023-2025

Approved Vendors

Galls	LA Police Gear
Propper	5.11
Oakley	GovX
Phoenix Outfitters	EAS Sportswear
Blackhawk	Safariland
Under Armor	Cabela's
Vance Outdoors	Brat Wear
Dayton Armor	A.E. David
Brownell's	13Fifty Apparel
Amazon	Other Vendors approved by the Chief of Police