



Gregory C. Homer  
Chief of Police

*Exhibit "A" Res No. 01-2012*  
**MONROE POLICE DEPARTMENT**  
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## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (MONROE POLICE SERGEANTS)

**It is agreed by all involved that changes are needed to be made in the existing Sergeant Contract. In order to implement the 4 & 2 Patrol Schedule the below changes need be made in the contract for the benefit of all.**

As Article presently is:

14.1A Application of Hourly Rates. The hourly rates as set forth under this section are based on a **40-hour workweek** and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

Change to:

14.1A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a **2080-hour work-year** and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

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Article 15

As Article presently is:

15.1 Definition. The workweek shall consist of **forty (40) hours based on five (5) eight-hour workdays** and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

Change to:

15.1 Definition. The workweek shall consist of **four (4)-eight and one half (8 1/2 ) hour workdays** and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

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As article presently is:

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A full-time Employee of the Police Department will receive overtime compensation for all hours worked in excess of **80 hours per 14-day work period**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

Change to:

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A **5 & 2 schedule Employee** of the Police Department will receive overtime compensation for all hours worked in excess of **80 hours per 14-day work period**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

a-1. A **4 & 2 schedule Employee** of the Police Department will receive overtime compensation for all hours worked in excess of **regularly scheduled hours during the two week pay period, not including sick time off as set forth in 15.5-b of this contract**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

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As Article presently is:

15.8 Notwithstanding paragraph 15.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond **8 hours** or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

Change to:

15.8 Notwithstanding paragraph 15.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond **8 hours for 5 & 2 employees and 8 1/2 hours for 4 & 2 schedule employees** or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

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As Article Presently is:

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

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

Change to:

17.1 The following shall constitute legal holidays for all 5 & 2 schedule bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
**Veterans Day**

Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

**1.17a** The following shall constitute legal holidays for all **4 & 2 schedule** bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day (No Veteran's Day)  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

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Article as it is presently:

17.2 For purposes of holiday pay, **all Employees shall receive eight (8) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Change to:

17.2 For purposes of holiday pay, **all 5 & 2 Employees shall receive eight (8) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required

**17.2a** For purposes of holiday pay, **all 4 & 2 Employees shall receive eight and one-half (8 1/2) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required

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Article as it is presently:

18.1 Amount of Vacation. **Each member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 20	200

Change to:

18.1 Amount of Vacation. **Each 5 & 2 schedule member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 20	200

**18.1a** Amount of Vacation. **Each 4 & 2 schedule member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	<b>85</b>
After 5*	<b>127.5</b>
After 10	<b>170</b>
After 20	<b>212.5</b>

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Article as it is presently:

18.8 Personal Days. **Employees** shall be entitled to two personal days per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

Change to:

18.8 Personal Days. **5 & 2 schedule employees** shall be entitled to two personal days (**16 hours**) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

**18.8a** Personal Days. **4 & 2 schedule employees** shall be entitled to two personal days (**17 hours**) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

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Article as it is now:

19.1 Sick Leave Accrual. **All Employees** shall accrue sick leave at the rate of **ten (10) hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

Change to:

19.1 Sick Leave Accrual. **All 5 & 2 schedule Employees** shall accrue sick leave at the rate of **ten (10) hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

**19.1a Sick Leave Accrual**. **All 4 & 2 schedule Employees** shall accrue sick leave at the rate of **10.625 hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

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Article as it is now:

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **an Employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences **of sixteen (16) consecutive duty hours or less**. **An Employee** may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in **excess of sixteen (16) hours or more**.

Change to:

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **a 5 & 2 schedule employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more.

**19.3a Sick Leave Verification**. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **a 4 & 2 schedule employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of **seventeen (17) consecutive duty hours or less**. **A 5 & 2 schedule employee** may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of **seventeen (17) hours or more**.

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As article presently is:

21.1 Funeral Leave.

a. Any **regular full-time employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of five (5) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

Change to:

21.1 Funeral Leave.

Any **5 & 2 schedule employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of five (5) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

21.1a Funeral Leave.

Any **4 & 2 schedule employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of four (4) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

**New Article:**

**15.11**

**If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.**

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_____ City Manager	_____ Date	_____ Sgt. Thomas Cobaugh	_____ Date
_____ Chief of Police	_____ Date	_____ Sgt. Bradley Pelfrey	_____ Date
		_____ Sgt. David Chasteen	_____ Date



# MONROE POLICE DEPARTMENT

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Chief of Police

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## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (MONROE PATROL OFFICER'S)

**It is agreed by all involved that changes are needed to be made in the existing Patrol Officer's Contract. In order to implement the 4 & 2 Patrol Schedule the below changes need be made in the contract for the benefit of all.**

As Article presently is:

14.1A Application of Hourly Rates. The hourly rates as set forth under this section are based on a **40-hour workweek** and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

Change to:

14.1A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a **2080-hour work-year** and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

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Article 16

As Article presently is:

16.1 Definition. The workweek shall consist of **forty (40) hours based on five (5) eight-hour workdays** and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

Change to:

16.1 Definition. The workweek shall consist of **four (4)-eight and one half (8 1/2 ) hour workdays** and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

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As article presently is:

16.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A full-time Employee of the Police Department will receive overtime compensation for all hours worked in excess of **80 hours per 14-day work period**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

Change to:

16.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

- a. A **5 & 2 schedule Employee** of the Police Department will receive overtime compensation for all hours worked in excess of **80 hours per 14-day work period**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act
- a. A **4 & 2 schedule Employee** of the Police Department will receive overtime compensation for all hours worked in excess of **regularly scheduled hours during the two week pay period, not including sick time off as set forth in 16.5-b of this contract**. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act
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As Article presently is:

16.8 Notwithstanding paragraph 16.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 1/2) their regular rate, for consecutive hours worked beyond **8 hours** or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

Change to:

16.8 Notwithstanding paragraph 16.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 1/2) their regular rate, for consecutive hours worked beyond **8 hours for 5 & 2 employees and 8 1/2 hours for 4 & 2 schedule employees** or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

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As Article Presently is:

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

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day



Change to:

18.1 The following shall constitute legal holidays for all 5 & 2 schedule bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
**Veterans Day**  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

**1.18a** The following shall constitute legal holidays for all **4 & 2 schedule** bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day                      **(No Veteran's Day)**  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

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Article as it is presently:

18.2 For purposes of holiday pay, **all Employees shall receive eight (8) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Change to:

18.2 For purposes of holiday pay, **all 5 & 2 Employees shall receive eight (8) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required

**18.2a** For purposes of holiday pay, **all 4 & 2 Employees shall receive eight and one-half (8 1/2) hours** of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay,

an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required

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Article as it is presently:

19.1 Amount of Vacation. **Each member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 20	200

Change to:

19.1 Amount of Vacation. **Each 5 & 2 schedule member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 20	200

**19.1a** Amount of Vacation. **Each 4 & 2 schedule member of the bargaining unit** shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	<b>85</b>
After 5*	<b>127.5</b>
After 10	<b>170</b>
After 20	<b>212.5</b>

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Article as it is presently:

19.8 Personal Days. **Employees** shall be entitled to two personal days per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

Change to:

19.8 Personal Days. **5 & 2 schedule employees** shall be entitled to two personal days (**16 hours**) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

**19.8a** Personal Days. **4 & 2 schedule employees** shall be entitled to two personal days (**17 hours**) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

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Article as it is now:

20.1 Sick Leave Accrual. **All Employees** shall accrue sick leave at the rate of **ten (10) hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

Change to:

20.1 Sick Leave Accrual. **All 5 & 2 schedule Employees** shall accrue sick leave at the rate of **ten (10) hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

**20.1a Sick Leave Accrual**. **All 4 & 2 schedule Employees** shall accrue sick leave at the rate of **10.625 hours** for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit

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Article as it is now:

20.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **an Employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences **of sixteen (16) consecutive duty hours or less**. **An Employee** may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in **excess of sixteen (16) hours or more**.

Change to:

20.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **a 5 & 2 schedule employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more.

**20.3a Sick Leave Verification**. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, **a 4 & 2 schedule employee** will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of **seventeen (17) consecutive duty hours or less**. **A 5 & 2 schedule employee** may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of **seventeen (17) hours or more**.

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As article presently is:

**22.1 Funeral Leave.**

a. Any **regular full-time employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of five (5) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

Change to:

**22.1 Funeral Leave.**

Any **5 & 2 schedule employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of five (5) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

**22.1a Funeral Leave.**

Any **4 & 2 schedule employee** may be granted usage of funeral leave, upon approval of the Police Chief, **for a maximum of four (4) days** in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

**New Article:**

**16.11**

**If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.**

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\_\_\_\_\_  
City Manager, William Brock

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Date

\_\_\_\_\_  
PO Andrew Grossenbaugh

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police, Gregory Homer

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO Douglas Leist

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO Eddie Myers

\_\_\_\_\_  
Date