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AGREEMENT

BETWEEN

THE CITY OF SPRINGDALE, OHIO

AND

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

Representing Full-Time
Sergeants and Lieutenants

January 1, 2011 through December 31, 2013

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ARTICLE 1
AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CITY OF SPRINGDALE, OHIO, hereinafter referred to as the "City" or "Management", and THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC., hereinafter referred to as the "F.O.P.", a labor organization as defined in Chapter 4117 of the Ohio Revised Code, on behalf of the full-time Sergeants and Lieutenants of The City Of Springdale, Ohio.

ARTICLE 2
PURPOSE

SECTION 2.1 – PURPOSE. This Agreement is made for the purpose of promoting cooperation and the continuous harmonious relations between the City, its employees, and the F.O.P.

ARTICLE 3
RECOGNITION

SECTION 3.1 – RECOGNITION. The Employer recognizes THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining in any and all matters related to wages, hours, and terms and conditions of employment of all employees in the bargaining unit consisting of full-time Sergeants and Lieutenants in the Springdale Police Department and excluding all other employees.

SECTION 3.2 – CERTIFICATION. This bargaining unit was certified by SERB on March 11, 2010 by case number 10-REP-01-0009. This unit includes all full-time Sergeants and Lieutenants and excludes all other employees.

ARTICLE 4
SECURITY

SECTION 4.1 - MEMBERSHIP DUES. The Employer agrees to deduct F.O.P. membership dues, fees and assessments in accordance with this article for all employees eligible for the bargaining unit.

SECTION 4.2. The Employer agrees to deduct FOP membership dues once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 4.3. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the labor Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP, including employees who resign from membership in the FOP after the effective date of this Labor Agreement, shall pay to the FOP, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by the members of the FOP in the same bargaining unit. The FOP is responsible for annually certifying to the employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his/her deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his/her challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including the interest, if any.

SECTION 4.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

SECTION 4.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an upaid leave of absence: (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP.

SECTION 4.6. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

SECTION 4.7. The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

SECTION 4.8. The rate of which dues are to be deducted shall be certified to the Employer or designee by the FOP during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

SECTION 4.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

ARTICLE 5
CONFLICT OF CONTRACT AND ORDINANCES

SECTION 5.1 - LEGAL REFERENCES. This Agreement is subject to all applicable and existing or future laws or regulations of the United States of America, the State of Ohio, and of the City of Springdale to the extent that the laws and regulations of the City of Springdale do not contradict the express terms of this agreement. Should any part of this Agreement be invalid by operation of law now existing or promulgated in the future, or should any part of this Agreement be declared invalid by any state or federal court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and such remaining portions shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

SECTION 5.2 - CHANGES IN THE LAW. It is the intention of the parties that this Agreement shall govern the wages, terms and conditions of employment for the employees covered hereby. The City agrees that it will not, during the term of this Agreement, adopt legislation which directly abrogates, diminishes, or eliminates the specific provisions of this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 6.1 - MANAGEMENT RIGHTS. The F.O.P. recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Springdale and the laws and constitutions of the state of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing:

(a) the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;

(b) the determination, purchase and control of the types and number of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;

(c) the right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed;

(d) the right to contract, subcontract and purchase any or all work, processes or services on the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control in general improvement programs; and to establish, change, combine or discontinue job classifications and establish wage rates for any new or changed classifications.

(e) the right to determine the existence or nonexistence of facts which are the basis of the management decision; to establish or continue policies, practices, or procedures for the conduct of the Police Department and its services to the citizens of Springdale and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the City of Springdale; to determine the number of hours per day or week any operation of the police department may be carried on except to the extent otherwise specifically limited in this Agreement; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish and to change work schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty for just cause subject to the rules of civil service; to lay off employees subject to the terms of this Agreement; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the police department of the City of Springdale subject to the specific disciplinary provisions of this Agreement.

(f) the right to assign work outside of the bargaining unit, or to contract or subcontract for work which has been or could be performed by bargaining unit members.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance procedure.

ARTICLE 7
NO STRIKE

SECTION 7.1 - DEFINITION OF STRIKE. During the life of this Agreement or any extensions hereof, the F.O.P., on behalf of the employees, agrees that there shall be no strikes of any kind. The term, "strike", shall have the same definition for purposes of this

Agreement as is contained in 4117.01(H) of the Ohio Revised Code. Any employee who is absent from work without permission, or abstains from performance of his assigned duties in a normal manner without permission, on the date or dates when a strike or job action occurs, shall be presumed to have engaged in such a strike on such date or dates.

SECTION 7.2 - CONSEQUENCES OF STRIKE. In the event that any employee is engaged in any violation of this Article, the F.O.P. shall, upon notification by Management, immediately order such employee to resume normal work activities and shall publicly denounce any violation of this Article. The F.O.P., its officers, agents, representatives, and members and all other employees covered by this Agreement shall not in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike.

Any strike of the employees entered into or called for by the F.O.P. shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

SECTION 7.3 - CITY'S RIGHTS In addition to any rights which the City might have under Ohio Law, the City shall have the right to impose discipline up to and including discharge for any employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike.

ARTICLE 8
F.O.P. BUSINESS

SECTION 8.1 - F.O.P. EMPLOYEE REPRESENTATIVES. The F.O.P. may select from the bargaining unit a maximum of three (3) F.O.P. employee representatives who may investigate and process grievances and represent employees as provided in the Discipline section of this Agreement. The F.O.P. shall provide the City Administrator with a list of the designated representatives and shall advise the City Administrator in writing immediately of any changes in the list. A representative whose name does not appear on the list shall not be given time away from his regular duties for grievance handling.

A representative shall be permitted a reasonable amount of time during his regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify his immediate supervisor that he requires time to handle a grievance and shall obtain the approval of the supervisor before spending duty time on the grievance matter. It is the intention of the parties that grievances be promptly and properly handled without interfering with the work assignment of either the grievant or the representative.

Only one representative at a time will be assigned to a grievance and only the assigned representative will be given time during his regular duty hours to handle the grievance. If shift rotation schedules or vacation schedules make investigation and processing of a grievance impossible, the FOP/OLC Associate or another representative may be substituted for the representative originally assigned. The City Administrator shall be advised of the substitution.

Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section and/or as specifically provided in the grievance procedure.

SECTION 8.2 - FOP/OLC ASSOCIATE. In addition to the F.O.P. employee representatives described in the preceding section, the F.O.P. may designate one member of the bargaining unit as the FOP/OLC Associate and may designate an alternate FOP/OLC Associate to serve in place of the FOP/OLC Associate when the FOP/OLC Associate is absent due to authorized leave. The F.O.P. shall advise the City Administrator in writing of the identity of the FOP/OLC Associate and alternate FOP/OLC Associate and shall advise the City Administrator immediately of any substitution. The City shall be obligated to recognize as FOP/OLC Associate and alternate FOP/OLC Associate those individuals so designated. The FOP/OLC Associate shall have the following responsibilities:

(a) Posting of F.O.P. notices on the designated bulletin board areas.

(b) Representing employees in the grievance procedure in place of a representative in accordance with the preceding section.

(c) Representing the F.O.P and not on behalf of the individual members of the bargaining unit.

(d) General supervisory review of grievances.

(e) Acting as liaison between the City, the F.O.P. and the employees.

The FOP/OLC Associate shall be permitted a reasonable amount of time during his regular duty hours without loss of pay or benefits to perform the duties set forth above, except items (d) and (e) above. The FOP/OLC Associate shall notify his immediate supervisor before spending duty time to perform his FOP/OLC Associate responsibilities and shall obtain the approval of the supervisor before spending duty time on FOP/OLC Associate responsibilities. The approval shall not be unreasonably withheld by the immediate supervisor. The supervisor may, however schedule such time at the time which is least disruptive to the efficient operation of the Police Department. The FOP/OLC Associate shall not receive compensation for any time spent in pursuing F.O.P. business other than the reasonable time discussed in this section and/or in the provisions of the grievance procedure.

SECTION 8.3 - NEGOTIATORS. The F.O.P. may designate up to three members of the bargaining unit to serve on its negotiating committee. The F.O.P. shall inform the City Administrator of the identity of the persons so designated at least sixty (60) days prior to the expiration of this Agreement or any extensions hereof. Any committeeman who is scheduled for duty during the time of negotiation sessions may attend the negotiation session during his scheduled duty hours. Any committeeman on duty may be relieved from duty one hour before a negotiation session to meet and confer with the other

committeemen. The committeemen will be compensated at their regular rate for their scheduled duty hours during which they attend negotiation sessions and during the hour preceding each session, if regularly scheduled to work during such one hour period. At the end of the negotiation session, a committeeman shall return to his regular assignment if the session ends before the end of his regularly scheduled shift. In the event of an emergency or if, in the judgment of the Chief of Police, a committeeman is needed for duty the committeeman may be required to leave the negotiation session and return to duty. The City will make a good faith effort to schedule the hours of committeemen so that they will have sufficient time to sleep between the end of their shift immediately preceding the negotiation session and the beginning of the negotiation session.

SECTION 8.4 - RELEASE TIME. The City shall allow up to two (2) of the designated representatives release time from duty hours without loss of pay to perform the duties listed in this Article.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1.

A. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand is without just cause, such reprimand may be subject to the grievance procedure. Reprimands may be grieved only through Step 3 of the Grievance Procedure.

B. A disciplinary action of suspension, demotion or discharge shall not be subject to the grievance procedure, but shall be within the jurisdiction of the Civil Service Commission, provided that a member may, subsequent to a decision of the Civil Service Commission arbitrate the suspension, demotion or discharge pursuant to Section 5.B. of this Article.

SECTION 9.2 - DEFINITION. A grievance is a difference or dispute between the parties or between the employer and an employee concerning the application, meaning or interpretation of the express terms of this Agreement.

SECTION 9.3 - PROCEDURE INFORMAL RESOLUTION. It is the desire and intention of the parties that grievances be promptly and informally resolved between the employee and his immediate supervisor whenever possible. An employee who believes that he has a grievance will so advise his immediate supervisor at the earliest possible time but not later than three (3) of the grievant's working days following the occurrence of the events or circumstances giving rise to the grievance or within three (3) working days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The employee and his immediate supervisor shall attempt to resolve the dispute informally. If the employee is not satisfied with the oral response from his immediate supervisor or if such supervisor gives no answer within two (2) of the employee's working days following the date upon which the employee first notified the supervisor of the

matter, the employee may proceed to Step 1. Before a grievance is placed in writing and taken to Step 1, such grievance shall be screened by the grievance representative or appropriate alternate.

Step 1 - Immediate Supervisor. If an employee's immediate supervisor is not the Chief of Police an employee having a grievance shall complete a grievance form and deliver it to his immediate supervisor within seven (7) of the grievant's working days following the occurrence of the events or circumstances giving rise to the grievance or within seven (7) working days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The supervisor shall note on the grievance form the date and time he received it. If an employee's immediate supervisor is the Chief of Police, the grievance form shall be delivered to the Chief within seven (7) of the grievant's working days. The Chief shall process the grievance in accordance with Step 2, below. A grievance received beyond the seven day limit shall not be considered. Within five (5) of his working days after receipt of the grievance, the supervisor shall affix his written response to the grievance form, date and sign it, and return a copy of it to the grievant, or in the absence of the grievant, to the F.O.P. representative, if any, designated on the form. If the grievant does not process the grievance to Step 2 within the time limits provided for Step 2, the answer of the supervisor shall be final. If the supervisor fails to respond within the time limits provided for in this step, the grievance shall be granted.

Step 2 - Chief of Police. If a grievance is not settled in Step 1, the grievant may proceed to Step 2 by delivering the grievance form, with the supervisor's Step 1 answer noted thereon, to the Chief of Police within three (3) of the grievant's working days following the grievant's receipt of his supervisor's Step 1 answer. If the Chief is absent due to vacation or other leave, the duties of the Chief under this step shall be assumed by the officer acting in place of the Chief. The Chief of Police shall note on the grievance form the date and time he received it. The Chief shall fully investigate the grievance, affix his written answer to the grievance form, sign and date the form, and deliver a copy of it to the grievant, or in the grievant's absence, to the F.O.P. employee representative designated thereon, within five (5) of the Chief's working days following his receipt of the grievance form. If the grievant does not process the grievance to Step 3 within the time limits specified for Step 3, the Chief's answer shall be final. If the Chief fails to respond to the grievant within the time limits provided for in this step, the grievance shall be granted.

Step 3 - The Mayor. If the grievance is not settled in Step 2, the grievant may proceed to Step 3 by delivering to the Mayor, or in his absence the City Administrator, a copy of the grievance form with Step 1 and Step 2 answers affixed thereto, within three (3) of the grievant's working days following the grievant's receipt of the Chief's Step 2 answer. The Mayor, or in his absence the City Administrator, shall note on the form the date and time of its receipt from the grievant. Within ten (10) of his working days after his receipt of the grievance, the Mayor, or his designee, shall investigate the grievance and schedule a meeting to be held during the working hours of the Mayor, or his designee, or at such other time as can be mutually agreed upon by the Mayor or his designee, and the grievant. If it appears that the Mayor or his designee is unable to meet the timetable for this step due to illness or absence, the City Administrator or his designee will act for the Mayor. The

Mayor, or his designee, shall preside at the meeting and the purpose of the meeting shall be to hear an explanation of all facts material to the grievance. The grievant shall be present and may bring with him an F.O.P. representative and/or the FOP/OLC Associate. The Mayor, in his sole discretion, may have in attendance at the meeting the City Administrator. With 48 hours advance notice and upon mutual agreement of the City and the F.O.P., other persons (including legal counsel) necessary for a full development of the relevant facts may attend.

Neither the grievant nor his representative shall lose compensation for time spent at this Step 3 meeting, if the meeting is held during the regularly scheduled hours of the grievant and his representative.

Within five (5) working days after this Step 3 meeting, the Mayor, or his designee shall give his written answer to the grievant or his representative.

SECTION 9.4 - QUALIFICATIONS. A grievance can be initiated by the F.O.P. or an aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same manner, one bargaining unit member selected by such a group shall process the grievance as the designated representative of the group.

SECTION 9.5 - JURISDICTION.

A. All grievances subject to this grievance procedure must be submitted to this procedure. If, however, a dispute arises which is subject to the jurisdiction of the City Civil Service Commission and is also subject to the grievance procedure, the employee may elect, within the time limits provided for in Step 1 of the grievance procedure, to pursue redress before the City Civil Service Commission. Once the employee elects to pursue his remedy before the City Civil Service Commission and that body accepts jurisdiction, the employee is thereafter barred from pursuing his complaint through the grievance procedure. If a dispute arises which is not subject to the grievance procedure, an employee may pursue any remedy available to him under applicable law.

B. Appeals from decisions of the Civil Service Commission involving suspension, demotion or discharge shall not be taken to court as provided under Ohio law. Instead, the member and/or the Union may appeal a decision of the Civil Service Commission to an arbitrator under a final and binding arbitration process in accordance with Sections 11(B), (C), (D) and (E) supra. The appeal to binding arbitration, however, shall be made by the Union and/or the member within fourteen days of receipt of the Civil Service decision. The appeal and request for arbitration shall be made in writing to the Mayor. The appeal hearing before the arbitrator shall be a de novo hearing in which the arbitrator shall receive the Commission's record, decisions, and findings into evidence, but the decisions and findings of the Commission shall be given the degree of weight or no weight as exclusively determined by the arbitrator.

SECTION 9.6 - GRIEVANCE REPRESENTATIVES. The City shall, to the extent possible, attempt to schedule any grievance meetings provided for in this procedure at a

time when the grievant and his representative are on duty. Unless specifically provided otherwise in this Agreement, a grievant or his representative shall not receive compensation for time spent regarding grievances and, in no event, shall a grievant or his representative receive overtime pay to engage in grievance activities.

SECTION 9.7 - TIME LIMITS. It is the intention of the parties that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the City's designated representative may mutually agree, at any step, to short time extensions for the answer, but any such agreement must be in writing and signed by the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the grievant may, at any step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. If the grievant fails to meet the time limits, the City's last answer shall be final.

SECTION 9.8 - GRIEVANCE FORM. Grievance forms will be supplied by the F.O.P. at no cost to the City. Copies of the completed form, including actions taken, will be distributed as provided in Section 2. The grievance form shall include the following information: a statement of the grievance and the facts involved; the article and section of the Agreement allegedly violated; the remedy requested; and the signature of the employee and/or his representative.

SECTION 9.9 - WORKING DAYS. For the purpose of counting time, "working days" as used in this Agreement will not include scheduled days off, approved leaves, or holidays.

SECTION 9.10 - NONDISCRIMINATION. No member or official of the bargaining unit shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure. Neither the F.O.P. nor the employees shall overburden or abuse the grievance procedure by filing frivolous or repetitious grievances.

SECTION 9.11 - ARBITRATION

Section A - Appeal from Step 3. Should a member-grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure still feel that the grievance has not been resolved to his satisfaction, he may request that it be heard before an arbitrator. The F.O.P. must make application to the Mayor for arbitration within fourteen (14) calendar days of the receipt of the written answer from the Mayor at Step 3. Only the F.O.P., may authorize an appeal to arbitration, and its decision, based on the facts presented, shall be binding on the employees covered by this Agreement. Upon request, the F.O.P. will furnish the City appropriate certification that the appeal has been duly authorized.

Section B - Selection Of Arbitrator. Within fourteen (14) calendar days following the Mayor's receipt of the F.O.P.'s application for arbitration, the Mayor or his/her designee and the FOP/OLC representative will consult and attempt to select an impartial arbitrator

by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the City and the F.O.P. shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The F.O.P. shall strike first when this provision is first used and the City and the F.O.P. shall alternate striking first thereafter.

Section C - Authority Of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the F.M.C.S. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement, but may interpret and apply it. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

Section D - Arbitration Costs. The fee of the arbitrator and the rent, if any, for the hearing shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty, to testify at the hearing.

Section E - Arbitrator's Award. The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, award, and all supporting data to the office of the Mayor and the F.O.P. The award, if in favor of the grievant, will be immediately implemented by the City.

ARTICLE 10
DISCIPLINE

SECTION 10.1 - SCOPE. This Article is not intended to limit or abridge any rights and remedies available under Article 9, Grievance Procedure. It is intended to clarify the administrative procedures to be followed prior to the commencement of any appeal. The parties recognize that discipline is essential to the operation of the Police Department and agree that fair discipline is necessary for the public interest, the morale of the Police Department, and the 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 City regarding whether and the extent to which discipline shall be imposed.

SECTION 10.2 - INVESTIGATION OF MISCONDUCT. The City 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 designated

representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The response by the employee, either written or oral, shall be subject to the following:

A. Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage at any criminal proceedings against the employee.

B. The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.

C. 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.

D. An on-the spot interview during, immediately afterwards, or at the first convenient time in relationship to the circumstances and the event in question, does not require the presence of an employee representative but an employee may have one if available. This initial interview will be to gain knowledge as to the facts of the event and will be conducted as soon as practicable.

SECTION 10.3 - RIGHT OF REPRESENTATION. When a supervisor schedules an employee for an investigative conference for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record (reprimand, suspension, or dismissal), the employee has the right to be represented at such conference by a F.O.P. employee representative and/or the FOP/OLC Associate or another member of the Police Department. If an employee requests a representative and a representative is not available at the scheduled time of the conference, the conference may be postponed by the employee for a reasonable time not to exceed 24 hours so that the employee can obtain a representative. An investigative conference is a meeting between an employee and his supervisor at a prescribed time and place after the occurrence of the alleged offense. An on-the-spot interview as described in Section 2(D) of this Article is an exception to this definition. No such investigative conference shall be held until the employee has had the opportunity to obtain such representation or has waived in writing such right. Subject to Section 8 below, no disciplinary action of record may be taken until these procedures have been followed.

SECTION 10.4 - MINOR VIOLATIONS. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to taking any action.

Except in instances where an employee is charged with a serious offense, the principles of progressive disciplinary action will be followed. The progression, where appropriate, will at least include a reprimand, and a suspension, for the same offense or a related offense, or a series of unrelated minor offenses, prior to dismissal.

SECTION 10.5 - SERIOUS VIOLATIONS. A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the employee. When an employee is charged with misconduct which may result in suspension, reduction. or dismissal, he shall be given, prior to any administrative conference or hearing and within a reasonable time period, a written copy of the charges detailing and specifying the allegations and advising him of his right to be represented by an F.O.P. representative and/or the FOP/OLC Associate or another member of the Police Department.

SECTION 10.6 – PRE-DISCIPLINARY HEARING. If a suspension, demotion, or dismissal is the recommended penalty, an employee is entitled to a pre-disciplinary hearing before the Mayor, or his designee. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

SECTION 10.7 - DISCOVERY. Upon request of either party made at a reasonable time prior to an administrative conference or hearing, a party may discover any evidence or the identity of any witness to be presented by the other party at the conference or hearing. In the event that new material evidence is developed at the conference or hearing, a continuance may be granted upon request of either party if justice would be best served thereby.

SECTION 10.8 - RELIEVED FROM DUTY. Any employee relieved from duty pending an administrative conference or hearing on departmental charges will continue to receive pay if capable of performing duty.

SECTION 10.9 – APPEAL AUTHORITY. An appeal of any suspension, demotion, or discharge shall be taken in accordance with Article 9, Section 5.

SECTION 10.10 - PERSONNEL FILES.

A. There shall be one official personnel file maintained by the City for each employee.

B. An employee shall be allowed to review his personnel file at any reasonable time upon written request. An employee may also authorize his attorney to review the personnel file. A request for review of the personnel file shall be made to the City Administrator or his designee. The review shall be made in the presence of the Mayor or the City Administrator or his designee.

C. Personnel files shall be treated with confidentiality and their contents shall not be disclosed to persons other than the Mayor, the City Administrator, the Assistant City Administrator, and the Chief of Police without the employee's consent unless the Employer is required by subpoena, court order or statute to do so.

If the employer receives a public records request for the inspection of any record containing the address (other than the county of residence), telephone number, place of employment, school attended, social security number, or personal financial information, other than wages and benefits provided by the City of Springdale, of an employee covered by this Agreement, or the spouse, child, or parent, of an employee covered by this Agreement, contained within the files kept by the

employer, the employer shall ascertain the identity of the person making such a request.

The employee shall be notified in writing of the identity of the person making the public records request.

The employee will have seventy-two (72) hours after being notified, to take legal action regarding the release of the information.

Nothing in this section is intended to authorize the release of any information which is not a public record as defined by Section 149.43 O.R.C.

D. An employee may copy documents in his personnel file. The City may levy a reasonable charge for such copying.

E. If upon examining the personnel file, an employee has reason to believe that there is an unfavorable or incorrect notation contained therein, 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 seven calendar days after the employee has notice of the incorrect or unfavorable statement. No anonymous material of any type shall be included in the employee's personnel file. An employee's signature on a document in the file shall mean he has seen a document but shall not be deemed an admission by the employee that he agrees with its content.

F. Records of reprimands and suspensions of three days or less shall cease to have force and effect or be considered in future discipline matters two years after their effective date, providing there are no intervening discipline actions taken during that time. Records of disciplinary action of a suspension of more than three days shall cease to have force and effect or be considered in future discipline five years after their effective date, providing there are no intervening disciplinary actions taken during that time. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file.

G. In a case in which an action of record is disaffirmed through the grievance procedure, by the Civil Service Commission and/or by an arbitrator's award, the member's personnel file shall clearly reflect such disaffirmance and the materials relating to the disaffirmed charges shall be removed.

ARTICLE 11
WAGES

SECTION 11.1. The wage rates for this bargaining unit shall be set by a rank differential and shall be effective at 12:01 AM on January 1, 2011, January 1, 2012 and January 1, 2013. The rank differentials for Sergeants shall be (15%) above the Police

Officer and the rank differential for Lieutenants shall be ten percent (10%) above the Sergeant rate of pay as indicated below:

Sergeants
The Step 1 Sergeant's rate shall be 15% above the Step 3 Patrol Officer's rate.
The Step 2 Sergeant's rate shall be 15% above the Step 4 Patrol Officer's rate.

Lieutenants
The Step 1 Lieutenant's rate shall be 10% above the Step 1 Sergeant's rate.
The Step 2 Lieutenant's rate shall be 10% above the Step 2 Sergeant's rate.

SECTION 11.2. Since the wage rates for this bargaining unit are contingent upon those of the Police Officers, an addendum shall be developed, attached to this Contract and distributed to the members upon negotiation of the Police Officers Contract. Any wage rates negotiated by the Police Officers shall be retroactive to the effective date of those rates for this unit.

ARTICLE 12
WORK SCHEDULE

SECTION 12.1- SCHEDULES. Supervisors may be assigned to a 4/2 schedule consisting of 8.5 hour days with no more than 4 consecutive work days without receiving 2 consecutive days off with a minimum of 2065.5 hours per year or a 5/2 schedule consisting of 8 hour days with no more than 5 consecutive work days without receiving 2 consecutive days off with a minimum of 2080 hours annually.

No Supervisor shall be required to work more than 12 consecutive hours during any work day. A Supervisor shall be given at least an 11.5 hour break between the end of his shift and the beginning of his next shift. A day shall be defined as a full 24 hour period. The day shall begin with the employee's starting time.

The standard work schedule shall be posted and kept current for a minimum of 90 days in advance. All Vacations and holidays shall be posted when approved.

SECTION 12.2- CHANGES IN SHIFTS. Supervisors who wish to trade shifts, for either a day or an entire period, must fill out a request form signed by both of the affected Supervisors. The request must be approved by their immediate Supervisor.

SECTION 12.3 - SCHEDULE CHANGES. The Employer shall give Employee reasonable advance notice of any non-emergency schedule changes. Reasonable notice shall constitute no less than ten (10) calendar days unless the employee agrees to waive the ten (10) day notice requirement.

ARTICLE 13
OVERTIME

SECTION 13.1 - OVERTIME. Hours worked in excess of the standard work day or in excess of the standard work period will be compensated at the rate of time and one-half of the employee's base hourly rate. An employee who works on his normal scheduled day off will be compensated at the rate of time and one-half of his base hourly rate for all such time worked.

Overtime shall be voluntary and is not required except in situations which are deemed necessary by the Police Chief. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment, except that inability to work the accepted overtime assignment due to illness shall not require the employee to use sick leave.

Overtime will be distributed among all employees in a fair and equitable manner. Overtime rosters shall be kept and will include a list of overtime hours worked and refused. Overtime opportunities which arise less than eight hours in advance shall be offered to the officer currently working the shift immediately preceding the overtime opportunity who has the fewest aggregate hours. Anticipated overtime work which arises more than eight hours in advance will be offered to those members who have indicated their willingness to accept overtime work, and will be offered first to the member with the fewest aggregate overtime hours who is available. Overtime is not available to members on suspension, extended sick leave or injury leave or during scheduled vacation, comp time, or holiday hours. A member who adds his or her name to the overtime roster shall be charged with a balance of overtime hours equal to one hour more than the current highest balance of any officer. An employee who is offered but refuses overtime assignments shall be charged the least amount of available overtime offered, and in the case of full shifts, no more than four (4) hours shall be charged. Refusing multiple blocks of overtime shall also result in a maximum of four (4) hours being charged on the roster. Court time and overtime generated in a situation where an officer is required to work beyond the end of his shift in order to complete the duty of his shift are not subject to this provision.

Prescheduled overtime opportunities will be offered as far in advance as is practicable. This language shall replace the Supervisory Overtime book.

When overtime occurs on a shift and no Supervisor is scheduled to work, the required overtime will be offered first to the Supervisors, following the procedures on this Article.

SECTION 13.2 - COMPENSATORY TIME. In lieu of receiving overtime compensation, an employee may elect compensatory time off. The maximum amount of compensatory time that may be accrued is 100 hours. An employee may not use more than 100 hours of compensatory time in a calendar year. Compensatory time balances which exist at the end of a calendar year may be converted to cash and paid at the first pay period in December. Compensatory time shall not be approved in increments of less than one-

half hour. An employee may carry compensatory time existing at the end of the year into the next year.

SECTION 13.3 – PYRAMIDING. Overtime premium of time and one-half is paid only on straight time hours. Straight time hours means the Employee's regular hourly rate set forth in this Agreement plus any supplement to the rate which is provided in this Agreement.

SECTION 13.4 – HOURS WORKED. Hours worked for purposes of calculating overtime shall include hours on sick leave, injury leave, compensatory time leave, vacation leave, holiday leave and bereavement leave.

ARTICLE 14
COURT TIME

SECTION 14.1 - COMPENSATION. Whenever it is necessary for an off-duty Supervisor to appear in Mayor's Court, Municipal Court, Common Pleas 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 police business; or whenever it is necessary for an off-duty Supervisor to appear before the prosecutor for a pretrial conference; the Supervisor shall prepare an overtime record form and submit it to their supervisor for approval. Court time shall be compensated at the rate of time and one-half the employee's regular hourly base rate with a minimum of three hours pay at such rate for all appearances listed above. Court time shall not be paid for court appearances which precede the member's regular starting time by three hours or less. Compensable court time begins when the employee arrives at his destination and ends when the employee is dismissed from the hearing, conference, or other proceeding except for appearances in Hamilton County Courts or Federal District Court, where the court time shall commence when the employee leaves his or her residence. Additional court time may be approved by the employee's supervisor in the event that the employee is required to appear at a place located beyond 50 miles from the administrative building of Springdale, Ohio.

ARTICLE 15
VACATION

SECTION 15.1 - PRORATING ANNIVERSARY DATE TO JANUARY 1. For the purpose of calculating vacation leave, each permanent, full-time employee shall receive prorated vacation leave credit after he or she has completed one year of service with the City in order to shift the employee's anniversary date to January 1. The prorated vacation credit must be used between the employee's first anniversary and the following January 1. This prorated amount is calculated by multiplying the value taken from Table 1 below by a factor of two.

TABLE I
Prorated Vacation Credit
Expressed in One-Week Increments

	Standard Work Day Schedule	8.5 hr. Work Day 4 & 2 Schedule
1 Jan. - 6 Feb.	40 hrs.	42.50 hrs.
7 Feb. - 15 Mar.	36 hrs.	38.25 hrs.
16 Mar. - 21 Apr.	32 hrs.	34.00 hrs.
22 Apr. - 28 May	28 hrs.	29.75 hrs.
29 May - 4 July	24 hrs.	25.50 hrs.
5 July - 9 Aug.	20 hrs.	21.25 hrs.
10 Aug. - 14 Sept.	16 hrs.	17.00 hrs.
15 Sept. - 20 Oct.	12 hrs.	12.75 hrs.
21 Oct. - 25 Nov.	8 hrs.	8.50 hrs.
26 Nov. - 31 Dec.	4 hrs.	4.25 hrs.

On January 1 following the employee's first anniversary, he or she will be credited with vacation leave consistent with Tables II and III in Section 2 - Vacation Leave Schedules.

SECTION 15.2 - VACATION LEAVE SCHEDULES.

(A) On January 1 following an employee's first anniversary and every January 1 thereafter, all permanent full-time employees who are regularly assigned to 8 hour workdays shall be entitled to annual vacation leave with pay each calendar year according to Table II:

TABLE II

After one year	80 hours
After seven years	120 hours
After twelve years	160 hours
After eighteen years	200 hours
After twenty years	208 hours
After twenty-three years	216 hours

(B) Employees who are regularly assigned to 8.5 hour workdays shall be entitled to annual vacation leave with pay each calendar year according to Table III:

TABLE III

After one year	85 hours
After seven years	127.5 hours
After twelve years	170 hours
After eighteen years	212.5 hours
After twenty years	221 hours
After twenty-three years	229.5 hours

SECTION 15.3 - CONVERSION OF VACATION HOURS TO PAY. Any employee with two or more weeks of vacation hours shall have the option of cashing in two weeks of vacation hours for pay at the regular rate of pay. There shall be no sell back of vacation hours for year 2011. Employees shall have the option of cashing in one week of vacation hours for pay at the regular rate of pay for year 2012 and the full amount of two weeks for year 2013.

SECTION 15.4 - CALCULATION OF VACATION LEAVE.

(A) Every permanent full-time employee will be credited with prorated vacation leave after completing one year of continuous service. Each such employee must use that credited vacation leave in the same calendar year as his or her first anniversary.

(B) Thereafter, vacation leave is calculated on a calendar year basis. Every January 1, following the employee's first anniversary, each employee will be credited with one year's vacation leave which must be used during that calendar year.

(C) When an employee reaches the next threshold service anniversary (for years seven, twelve and eighteen), the additional vacation leave credit will be prorated at the value found in Table 1 and must also be used during that calendar year. Employees hired prior to October 1, 1996, are exempt from the above language and will continue to receive the full additional weeks' vacation credit on his or her anniversary.

(D) When an employee terminates or retires, his or her vacation credit for the final year will be prorated from January 1 to the date of termination. Said prorated vacation credit will be in addition to the vacation credit earned by the employee during the prior calendar year.

(E) An employee who is on unpaid leave for twelve (12) or more regularly scheduled work days in a month will have his or her vacation reduced in the following year by one-twelfth for each such month.

(F) A person employed by the City is entitled to have his or her prior service with any other governmental agency of the State of Ohio counted as if it were service with the City for the purpose of computing the amount of the vacation leave to which he or she is entitled. However, no employee shall be entitled to any vacation leave until he or she has completed at least one full year of service with the City of Springdale. The City Administrator shall require any employee requesting credit for prior service to furnish a satisfactory written, signed statement from the former employer to establish the length and anniversary date of his prior service.

SECTION 15.5 - VACATION PICKS.

(A) An Employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

ARTICLE 16
HOLIDAYS

SECTION 16.1 – DESIGNATED HOLIDAYS. Each permanent full-time employee who has completed one month of continuous service prior to the following holidays shall be given the holidays with pay: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day,

Christmas, and the employee's birthday. If any employee is required to work on a holiday or on his birthday, he shall be entitled to equivalent time off on another regular work day, or at his option, receive eight (8) hours pay in lieu of the day off. In recognition of the ten (10) holidays listed above, the maximum holiday hours available in a calendar year shall be 85 hours for employees assigned to 8 ½ hour workdays, and 80 hours for all other employees. Under no circumstances will any employee receive more than their accumulated holiday hours of holiday pay in lieu of time off. The employee's birthday and Christmas shall be considered a float date that is available for the employee to use at any time during January 1 and December 31 of each calendar year. An employee who uses one, or both, float days, and who separates from City service prior to the employee's birthday or Christmas, shall have his final paycheck, reduced by the dollar value of the day or days used.

ARTICLE 17
VACATION AND HOLIDAY TIME REQUEST

SECTION 17.1 – TIME RESTRAINTS. Vacation requests of 34 hours or more must be approved not less than 14 days, and not more than 120 days, in advance except with the permission of the Police Chief. These hours may be composed of a combination of vacation days or holidays. If there are conflicts in vacation requests, seniority will prevail. Vacation requests for a period less than 34 hours will be treated the same as a holiday. Holidays and vacation hours shall not be approved in less than one hour increments. All requests must be signed by the immediate supervisory officer for the time requested.

ARTICLE 18
LONGEVITY PAY

SECTION 18.1 – COMPENSATION. All permanent employees, in addition to their regular compensation, shall receive longevity pay as follows: on December 1 following the completion of five years of service, an employee shall receive $350 longevity pay. This sum shall increased by $70 per year, payable on December 1 of each year, up to a maximum of $1,750 after 25 years of service. Thereafter, each employee with such service shall receive $1,750 longevity pay on December 1 of each year. If an employee resigns or retires before December 1 of any year, his longevity pay shall be prorated for the calendar year in which he resigns or retires.

ARTICLE 19
UNIFORMS

SECTION 19.1 – REPLACEMENT OF UNIFORMS. Uniforms and items will be furnished, on a replacement basis, as deemed necessary by the Police Chief.

SECTION 19.2 – INVESTIGATORS. Each Investigative Supervisor shall be allowed $600.00 upon transfer to the position of investigator to be used for the purchase of clothing suitable to the position. In each succeeding year, an Investigator Supervisor shall be

allowed reimbursement for replacement and repairs to his clothing used in the course of his employment up to the amount of $600.00 per year.

The City shall have the right to temporarily assign any employee to the position of investigative supervisor for a period not to exceed thirty (30) days without incurring any cost under this provision. If a temporary assignment exceeds thirty (30) days, the employer shall retroactively pay the employee $50.00 for each complete month of service in the temporary assignment, not to exceed $600.00. At the time of the temporary assignment, the employee shall be advised that the assignment is temporary.

SECTION 19.3 – ANNUAL UNIFORM ALLOWANCE. Each Supervisor will be paid an annual allowance of $300.00 for the maintenance and repair of uniforms. Such payment will be made on December 1 of each year.

SECTION 19.4 – DAMAGE TO EYEGLASSES, WATCHES AND PERSONAL CLOTHING. If an employee, in the line of duty, incurs damage to his/her prescription eyewear, watch or personal clothing, the City will reimburse the employee up to $150.00 for repair or replacement of eyewear, $100.00 for personal clothing (if not covered by Workers' Compensation) and up to $50.00 for repair or replacement of a watch. The employee will submit such documentation as the Chief of Police may reasonably require in support of the reimbursement request. The above stated amounts apply to each damaged item.

ARTICLE 20
ALLOWANCES

SECTION 20.1 – REIMBURSEMENT FOR EXPENSES. Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from money salary payable.

Employees required to use their own vehicles on official City business or for City related travel shall be reimbursed at the rate as established by the Internal Revenue Service, plus parking expenses incurred for which receipts shall be presented. Mileage reimbursement will not be paid for going to and coming from Mayor's Court.

Employees who travel on official City business or for City authorized training or professional development purposes shall be reimbursed for reasonable travel expenses, including the appropriate air, rail, or bus fares, parking, lodging and meals. Registration fees for conferences, seminars or other such events which are attended by employees at the request of or with the approval of the City shall be paid for the employee either by direct payment, by advance, or by reimbursement.

ARTICLE 21
CALL-IN PAY

SECTION 21.1- DEFINITION. Call-in pay is defined as payment for work assigned by the Police Chief or his designated representative and performed by an employee at a time disconnected from his normal and prescheduled hours of work.

SECTION 21.2- COMPENSATION. Work done in this matter shall be compensated at the rate of time and one-half the employee's regular base hourly rate with a minimum of two hours pay at such rate.

ARTICLE 22
SICK LEAVE

SECTION 22.1- ACCRUAL. All employees covered by this contract shall be entitled to 10 hours of sick leave for each calendar month of service, provided that in each calendar month, 100 hours are worked, including vacation time of not more than 40 hours per week, and provided that accumulated sick leave shall not exceed 1,720 hours. Sick leave shall not accrue during periods of suspension or other types of leave without pay. An employee who wishes to use sick leave shall inform the Police Department of his intention as far in advance as possible but not later than the starting time of his shift. Employees that become ill at work may use sick time for that illness. Any sick leave of three or more consecutive scheduled work days in length must be substantiated by a doctor's certificate.

SECTION 22.2 – PORTABILITY. Portability of sick leave is recognized to the extent that an employee has previously accumulated sick leave credit with any other governmental agency in the State of Ohio which was not used as of the date of his termination with such agency. The previously accumulated sick leave of an employee who has been separated from the service of another governmental agency of the State of Ohio shall be placed to such employee's credit on employment by the City, provided such employment by the City takes place within 10 years of the date on which such employee was last terminated from public service with any other governmental agency in the state. An employee who is entitled to such credit shall be credited with the unused balance of his accumulated sick leave up to the maximum sick leave accumulation. The employee shall furnish to the City a statement from the employee's prior employer to establish the credit for such sick leave.

SECTION 22.3 – USE OF SICK LEAVE. Paid sick leave may be utilized for any of the following reasons:

(1) An illness, injury, or pregnancy related condition experienced by the full-time employee;

(2) A medical, dental, psychological or optical examination or treatment of the employee provided by the appropriate licensed practitioner;

(3) Nothing in this section should be construed as requiring the Chief or his/her designee to approve the use of sick leave. The Chief or designee may investigate all usage of sick leave. If upon investigation, there is

reason to believe sick leave has been improperly used, the Chief may withhold approval until such time as a statement by a licensed practitioner is produced or it is otherwise established that the absence constituted a proper use of sick leave.

Any sick leave of three or more consecutive scheduled work days must be substantiated by a doctor's certificate, acceptable to the City, describing the employee's condition. If a pattern of sick leave usage arises which causes the City to question the use of sick leave, a member shall be advised of the City's concern. If the pattern continues, the City may require the member to provide a doctor's note for an absence consistent with the pattern. An employee may be granted up to three scheduled workdays per occurrence of paid sick leave at the discretion of Chief or his designee, in the event of an illness, injury or pregnancy related condition experienced by a member of the employee's immediate family to facilitate their care. Sick leave may also be granted for purposes of a medical, dental, psychological or optical examination or treatment of a member of the employee's immediate family. Immediate family means spouse, child or stepchild of the employee, father, mother, grandparents, or same residence dependent. Sick leave granted to an employee for the care of a member of the immediate family shall be limited to four (4) occurrences per calendar year.

Nothing in this Article is intended to restrict or limit an employee's rights under the Family Medical Leave Act (FMLA).

SECTION 22.4 – RETIREMENT CONVERSION. An employee may elect at the time of retirement from active service with the City to be paid in cash for the value of his accrued but unused sick leave credit. An accumulation of 0 – 400 sick hours has no conversion, 401 – 800 sick hours has a 3 to 1 conversion rate, 801 – 1,200 sick hours has a 2 to 1 conversion rate and 1,201 – 1,600 sick hours has a 1 for 1 conversion rate. The maximum amount of hours to be converted at retirement is 1,600 hours. In order to be able to convert his sick leave into cash, the employee must be retiring under the terms of the pension plan and must have been employed by the City during the last ten years immediately prior to retirement. Further, an employee, other than an employee receiving a disability retirement, must have attained the age of 48 years if he is under the Police Pension Fund and the age of 55 years if he is under the Public Employee's Retirement System before he can convert his sick leave credit into cash. Such payment shall be made only once to any employee. "Retirement" under this Section is effective upon receipt of the first pension payment for either a service retirement or disability retirement.

SECTION 22.5 – ANNUAL CONVERSION. An employee who has attained up to the maximum of 1,720 hours accrued sick leave shall be entitled to convert sick leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1,600.

ARTICLE 23
INJURY LEAVE

SECTION 23.1. All full-time employees covered by this Agreement shall be allowed injury leave with pay not to exceed twelve (12) months from the date of the Administrative approval for each service connected injury in the course of and arising out of employment with the City.

SECTION 23.2. When an injury occurs, the injured employee shall do the following:

A. Report the injury as soon as is practical to a supervisor, but in no case later than one full work day following the injury, except where incapacity would prevent the ability to report.

B. Complete and submit to the Department Director an Incident Report Form, the First Report of Injury (FROI) document and the Medical Information Release form.

SECTION 23.3. Upon receipt of a report of injury, the City Administration shall make an initial decision, either that the injury is a service connected injury compensable under this Article, or that the injury is not a service connected injury compensable under this Article.

SECTION 23.4. If the City Administration deems the injury to be a service connected injury, the employee shall be placed on injury leave with pay commencing with the first full day of absence caused by the injury. No other form of leave will be charged while an employee is on injury leave.

SECTION 23.5. If the City Administration deems the injury not to be service connected and the employee is unable to work, the employee shall have the right to use any other leave available for other illness or disability.

SECTION 23.6. The City shall report the injury to the Ohio Bureau of Workers Compensation (BWC).

SECTION 23.7. After the initial decision of the City administration, the determination of whether the injury is compensable under the terms of this Article will depend exclusively on the decision of the BWC and any appellate decisions upholding, modifying, or reversing a decision of the BWC.

SECTION 23.8. If BWC determines that the injury is work-related, the employee will be carried on Injury Leave with Pay until he/she is either capable of performing his/her duties or until the twelve (12) month period expires.

SECTION 23.9. If BWC determines that the injury is not work-related, the hours used for injury leave with pay by the employee will be charged against his/her sick leave balance. If the employee has used all of his sick leave, other forms of leave will be used to cover those days or charged against future sick leave or vacation leave accruals. If the Administration has denied injury leave, and the lost time has been charged to sick leave,

and BWC determines that the injury is work-related, the employee's sick leave used shall be restored and the time charged to injury leave, provided the employee endorses over to the City any checks received from BWC to compensate the employee for lost work time, or pays to the City an amount equal to the compensation received from BWC.

SECTION 23.10. An employee requesting or receiving injury leave pay shall submit to examination by a physician or other medical service provider, selected by the City, upon reasonable request of the City.

Upon request of the City, an Employee shall provide medical information from the Employee's treating physician or medical service provider as to the nature of the Employee's injury, the extent of disability, the prognosis for recovery, and the anticipated time period that the disability will prevent the Employee from returning from to work.

SECTION 23.11. Injury leave with pay shall terminate upon any one of the following events:

A. Twelve months have lapsed since the injury was administratively approved;
B. the BWC determines that the injury is not compensable, and
C. The Employee is no longer disabled.

SECTION 23.12. No Employee shall return to work from injury leave without the approval of the City physician. If the Employee's physician releases the Employee to return to work and the City's physician does not agree. a third physician shall be selected by agreement of the Employee's physician and the City's physician. The determination by the third physician shall bind both parties.

SECTION 23.13. Whenever an employee has been injured on duty and is required to leave work that day because of that work-related injury, he or she shall be paid for the remaining hours of that workday, or shift, at his or her regular rate. Such time shall not be charged to leave of any kind.

SECTION 23.14. An employee shall not receive vacation, holiday or sick leave pay during an injury leave with pay.

ARTICLE 24
BEREAVEMENT LEAVE

SECTION 24.1 - PAID BEREAVEMENT LEAVE.
Each employee covered by this Agreement shall be granted up to three consecutive days paid funeral leave, in the event of death in the employee's immediate family. Immediate family means grandfather, grandmother, father, mother, father-in-law, mother- in-law, sister, brother, spouse, child or stepchild of the employee, and other relatives living within the household where the employee resides. Upon approval of the Mayor, unpaid bereavement leave in excess of three days may be granted.

ARTICLE 25
MILITARY LEAVE

SECTION 25.1- MILITARY LEAVE WITH PAY. All employees covered by this Agreement who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties for summer camp or other extended military duty. Employees on military duty will receive the difference between their regular City salary and their military pay for a period not to exceed 31 days in any one calendar year. The Salary shall be based on the regular wage rate in effect at the time the employee leaves on military duty. The "difference" between City salary and government pay means the excess of City Salary over government pay.

ARTICLE 26
JURY DUTY

SECTION 26.1- JURY LEAVE. All employees covered by this Agreement who serve as jurors in any court are entitled to leave of absence from their respective duties. An employee on jury duty will receive the difference between his regular City salary and his fee as a juror. Such salary shall be based on the regular wage earned in effect at the time the employee commences jury duty. The "difference" between the City salary and jury duty fee means the excess of City salary over jury duty fees. In order to qualify for compensation under this Section, an employee must promptly return to work when excused temporarily or permanently from the jury duty.

ARTICLE 27
SPECIAL LEAVES

SECTION 27.1 - PERSONAL LEAVES. The City Administrator, in his sole discretion, may grant upon request a personal leave of absence without pay for a period not to exceed 90 days. A personal leave may be extended by the City Administrator, in his sole discretion, for an additional 90 days or for two additional ninety (90) day periods in the event of disability. An employee may be terminated if he fails to return to work by the end of the leave period or extended leave period.

ARTICLE 28
INSURANCE

SECTION 28.1. MEDICAL INSURANCE. The City and the employee shall share the cost of the premium for the Medical Insurance Section of the Employee Group Health Insurance Program. The employee contribution towards the cost of the medical insurance shall be not more than $50.00 per month for single coverage and $100.00 per month for family coverage as long as all other City employees are required to contribute the same or greater amounts towards the cost of health insurance. If the City chooses an Insurance plan with a deductible, the maximum out of pocket for the deductible the employee will pay is $1,000 for single coverage, and $2,000 for employee/spouse, employee/child or

family coverage effective August 1, 2011 provided the cost incurred is the result of an in-network service or expense. These maximums shall remain in effect for the life of the Agreement. Benefits provided under the Employee group Health Plan shall remain substantially the same during this Agreement.

SECTION 28.2. COORDINATION OF BENEFITS. Hospital and surgical benefits provided under the preceding section shall be subject to coordination of benefits in accordance with the requirements of the particular carrier.

SECTION 28.3. LIFE INSURANCE. The City will provide group life and accidental death and dismemberment insurance in the amount of an employee's annual base salary.

SECTION 28.4. LIABILITY PROTECTION. The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if at the time of the act or omission the member was acting in good faith and within the scope of the member's employment.

SECTION 28.5. DENTAL INSURANCE. Each employee who wishes to participate in the City's comprehensive dental program shall be included provided the employee pays: $7.50/month for single coverage or $15.00/month for family coverage. The specific elements of the program will be as approved by City Council from time to time as communicated to the City employees. However, in the event that minimum participation levels required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide dental coverage.

SECTION 28.6. EYE EXAMINATION COVERAGE. The City shall provide one (1) eye examination every two calendar years for all employees under the Health Insurance plan.

SECTION 28.7. EMPLOYEE ASSISTANCE PROGRAM. The City shall provide and pay the necessary premium for the implementation of an Employee Assistance Program (EAP). The specific elements of the program will be as approved by the City from time to time as communicated to the City employees.

SECTION 28.8. NO ADDITIONAL PAYMENT. Employees will not receive remuneration over and beyond the hospitalization, dental and life insurance coverage provided all City employees if they do not avail themselves of the coverage provided by the City.

SECTION 28.9. DEFERRED COMPENSATION PLAN. A voluntary deferred compensation plan by payroll deduction shall be provided by the City.

SECTION 28.10. ADDITIONAL PROGRAMS. The City, at its option, may make available such additional medical and insurance programs which, in the City's opinion, will be beneficial to the employees.

ARTICLE 29
LAYOFFS AND REDUCTION IN FORCE

SECTION 29.1. REDUCTION OF LIEUTENANT TO SERGEANT. In the event that the City reduces the number of positions in the Supervisors bargaining unit, the member with the least rank seniority in the rank to be reduced, shall be demoted to the next lower rank and displace the least senior member in the lower rank, provided the displacing member has greater seniority. For displacement purposes supervisory seniority shall be cumulative so that the time in grade as a Lieutenant shall be added to the time in grade as a Sergeant to determine a member's seniority in the rank of Sergeant.

SECTION 29.2. REDUCTION OF SERGEANT TO POLICE OFFICER. A Supervisor who is reduced to the Police Officer rank as a result of a reduction in force or layoff shall retain as Police Officer seniority all time in a promoted rank.

SECTION 29.3 – RECALL. Should a position in the Police Department once abolished or made unnecessary be found necessary to be re-created or reestablished within three years from the date of abolishment, or should a vacancy that is to be filled occur through death or resignation, of the incumbent or any other cause, or should the City reestablish positions within three years from the date of the abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

ARTICLE 30
BULLETIN BOARD

SECTION 30.1. One bulletin board measuring 48" x 48" will be provided within the Police Department facility for use by the F.O.P. 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 F.O.P. may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election and election results; general membership meetings and other related business meetings; general F.O.P. business of interest to members of the bargaining unit.

ARTICLE 31
PUBLICIZING JOB OPPORTUNITIES

SECTION 31.1 When a civil service examination is to be given for a position within the Police Department which would result in a higher pay grade, existing Police Department employees who are eligible shall be notified of said examination by a written notice posted at least ninety (90) days before the test on a bulletin board to which all employees have access. A current copy of the applicable Civil Service regulations will also be made

available at this time. In addition, every reasonable effort will be made to post a listing of test reference material sixty (60) days prior to the test, if such list is available from the vendor providing the test.

ARTICLE 32
TUITION REIMBURSEMENT

SECTION 32.1. TUITION REIMBURSEMENT.

A. Each employee who is subject to the provisions of this Agreement shall be eligible for reimbursement of tuition. Tuition must be for courses of instruction taken towards a job-related degree or job-related courses not necessarily within the degree program at an accredited School, College or University. Tuition will be reimbursed up to three thousand dollars ($3,000.00) per calendar year per covered employee.

B. All courses must be taken during non-working hours. All scheduled hours of courses must be filed and approved by the Department Head and Mayor. Any situation which, in the discretion of the Department Head and Mayor would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

C. Financial assistance from Governmental or Private Agencies available to a covered employee, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the total tuition. When the employee's tuition is fully covered by another Governmental or Private Agency, the employee is not entitled to reimbursement.

D. All course work subject to reimbursement shall be approved in advance by the appropriate Department Head and Mayor. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.

E. Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee paid for tuition and fees. The employee will only be reimbursed for tuition, fees and books. No incidental expenses such as paper, supplies, mileage, parking, meals and/or other expenses will be paid.

ARTICLE 33
RETIREMENT PURCHASES

SECTION 33.1. Upon retirement, and receipt of the first pension payment under the Police and Firemen's Disability & Pension System, (except mental disability) bargaining unit members may purchase their service weapon, badge, and Springdale Police

Identification card at a cost of $1.00. The City may indicate on the badge and identification card that they are retired.

ARTICLE 34
LABOR/MANAGEMENT MEETINGS

SECTION 34.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or his designee shall meet with not more than two (2) representatives of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship. FOP/OLC representatives attending labor/management meetings shall not, if the meetings are held during normal duty hours, suffer, any loss of pay for time spent in such meetings.

SECTION 34.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those FOP/OLC representatives who will be attending shall be provided by the FOP. The purpose of such meeting shall be to:

a. Discuss the administration of this Agreement.
b. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit members of the FOP/OLC.
c. Disseminate general information of interest to the parties.
d. Discuss ways to increase productivity and improve efficiency.
e. Consider and discuss health and safety matters relating to employees.
f. Provide an opportunity to the FOP/OLC to share the views of its membership and/or make suggestions on subjects of interest to its members.

SECTION 34.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 35
HEALTH AND SAFETY

SECTION 35.1. The City agrees to maintain reasonably safe and health working conditions in all aspects of employment.

ARTICLE 36
ON-CALL

SECTION 36.1. The Investigative Supervisor assigned by the Chief of Police to be on call for a week shall be compensated in the amount of $100.00 for the week he/she is on-call.

ARTICLE 37
DURATION

SECTION 37.1. This agreement shall become effective at 12:01 a.m. on January 1, 2011. This Agreement shall remain in full force and effect for three years until midnight on December 31, 2013. This Agreement will be automatically renewed for successive one year periods unless either party to the Agreement on or before 90 days prior to the expiration date or, if applicable, the extended expiration date, notifies the other party, in writing, of its intention to modify or terminate this Agreement. This Agreement reflects the full and final agreement of the parties and may only be modified during its term by the written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, set their hands this 19th day of January, 2011.

CITY OF SPRINGDALE, OHIO

Mayor

Clerk of Council/Finance Director

Witness

Witness

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

Thomas J. Fehr

Witness

Witness

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	10-MED-06-0860 (Sergeants & Lieutenants)
and,		
CITY OF SPRINGDALE, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Jerry Thamann
jthamann@springdale.org