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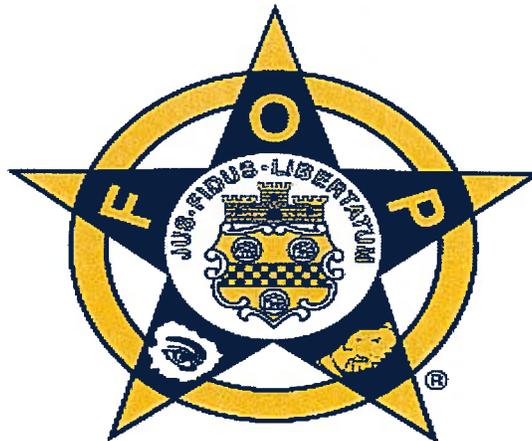
Agreement

Between

THE CITY OF SPRINGFIELD



AND



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

GOLD UNIT (SUPERVISORS)

January 1, 2012 through December 31, 2014

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ARTICLE 1
AGREEMENT

SECTION A - AGREEMENT

THIS AGREEMENT is made at Springfield, Ohio between The City of Springfield, Ohio, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "O.L.C.", or the "Union".

The City and the O.L.C. agree that this Agreement shall be binding on the parties, their individual members, respective officers, agents and employees.

SECTION B - PURPOSE

The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; to increase general efficiency in the Police Division, to maintain the existing harmonious relationship between the City and its employees, to promote the morale, rights and well-being of the City, its employees, and its citizens, and to adjust differences between the City and the employees of the Police Division. The City and O.L.C. agree that each shall act honestly and shall not act in an arbitrary and capricious manner.

ARTICLE 2
RECOGNITION

SECTION A - RECOGNITION

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in the following case number #93-REP-09-0179 holding the rank of Sergeant or Lieutenant.

The terms "employee" and "employees" as used in this Agreement shall consist of all sworn personnel of the Police Division in the ranks of Sergeant and Lieutenant.

SECTION B - EXCLUSIONS

All positions and classifications not specifically established therein as being included in the bargaining unit shall be excluded from this bargaining unit.

ARTICLE 3
NON-DISCRIMINATION

SECTION A - DISCRIMINATION

Neither party will unlawfully discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, religion, national origin, disability, political affiliation, affiliation with or non-affiliation with the O.L.C.

SECTION B - GENDER AND PLURALS

All references in this Agreement, which employ the masculine gender shall also include the female gender, unless the context clearly requires otherwise.

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION A- MANAGEMENT RIGHTS

The union recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as:

1. To determine the functions and programs of the Division;
2. To determine the standards of services to be delivered;
3. To determine the overall budget;
4. To determine how technology may be utilized to improve the Division's operations;
5. To determine the Division's organizational structure;
6. To direct, supervise, evaluate or hire employees;
7. To maintain and improve the efficiency and effectiveness of the Division's operation;
8. To determine the overall methods, processes, means or personnel by which the Division's operations are to be conducted;
9. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
10. To determine the adequacy of the work force;
11. To determine the over all mission of the City as a unit of government;
12. To effectively manage the work force; and
13. To take actions necessary to carry out the mission of the Division as a governmental unit.

The City shall require employees to perform only those tasks which it reasonably determines are related to providing law enforcement services to the community.

ARTICLE 5
O.L.C. SECURITY

SECTION A - DUES DEDUCTION

The City agrees to deduct O.L.C. membership dues and assessments, in the amount certified to be correct by the O.L.C. to the City, from the pay of those O.L.C. members who individually request in writing that such deductions be made.

All such deductions shall be made from the first pay period of each month and the City agrees to furnish to the O.L.C.'s office in Columbus, Ohio, once each calendar month, a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom deductions were made.

SECTION B - CORRECTION OF DEDUCTION

In the event a deduction is not made for any member during any particular month, the Employer upon written verification from the O.L.C., will make the appropriate deduction from the following pay period in which dues are regularly deducted.

SECTION C - TERMINATION OF DEDUCTION

The City shall be relieved from making such deduction upon: (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the deduction authorization in accordance with its terms or with applicable law.

Such dues deduction can only be terminated by the employee by written notice to the City and to O.L.C. Written notice of termination of dues deduction may only be given during a period beginning ninety (90) days prior to the expiration of this Agreement, and ending thirty (30) days prior to the expiration of this Agreement.

SECTION D - LIMITATION OF DEDUCTION

The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

SECTION E - ERROR IN DEDUCTION

It is agreed that neither the employees nor the O.L.C. shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

SECTION F - INDEMNIFICATION

It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the O.L.C. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder.

ARTICLE 6
WAIVER IN CASE OF EMERGENCY

SECTION A - EMERGENCY WAIVER

In cases of circumstances beyond the control of the City, such as, but not necessarily limited to, acts of God, riot, strikes, flood and civil disorder, the City Manager or the manager's designee, after formal declaration of emergency by the Mayor in accordance with the ordinances of The City of Springfield, Ohio, may, to the extent necessary, make such work assignments as is deemed necessary, without regard to employee classifications, overtime limitations, or seniority. Nothing contained in this Section shall limit the payment of overtime for time worked by an employee.

SECTION B - GRIEVANCE WAIVER

During the term of any emergency declared in accordance with Section A of this Article, grievance deadlines as specified in this Agreement are extended by the length of the emergency.

A grievance may be filed under Article 9 of this Agreement with regard to any City action during the emergency.

ARTICLE 7

TRAINING OPPORTUNITIES

SECTION A - OPPORTUNITIES

The Chief of Police or the Chiefs designee shall make all training and duty assignments. The Chief of Police or designee shall post, in writing, all training and duty opportunities in order to solicit interested employees. The Chief of Police or designee shall make every effort to post schools and training opportunities on a quarterly basis and to provide at least ten (10) days' notice in advance of the registration deadline for the school or training opportunity and to post duty assignments ten (10) days prior to the expected assignment. An employee's selection for a duty assignment, school and training opportunity shall be based on the employee's experience, education, training, career development objectives, abilities, skills, job knowledge, past performance, aptitude and service with the City of Springfield Police Division.

SECTION B - APPLICATION

An employee desiring to receive such training or duty assignment may make application in writing for that opportunity.

Within five (5) days after an assignment to such training opportunity or duty assignment has been made or within five (5) days of the date an employee could reasonably be expected to have knowledge of such an assignment, any employee who has made written application but who was not selected, may apply in writing, to the Chief of Police for a written explanation of the reason he was not chosen for the assignment.

Written replies from the Chief of the Division shall be presented to the inquiring employee within ten (10) days following receipt of the employee's inquiry.

SECTION C - TUITION REIMBURSEMENT

Employees may participate in the City's Tuition Reimbursement Policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to the City's discretion.

ARTICLE 8

PERSONNEL RECORDS

Employees shall be given copies of any documents placed in their divisional personnel file when such documents are placed in such file. Personnel records for each employee shall be maintained by the Police Division. These records shall be confidential, and shall be employed for interdepartmental use only, insofar as is legally permitted.

Each employee shall be given the right to inspect that employee's own personnel file at reasonable times and upon reasonable advance notice given to the Chief or the Chiefs designee. The employee may make objection to materials in the employee's personnel file which the employee believes to be untrue. Such written objection shall be made part of the personnel file.

Verbal reprimands shall not be noted in the employee's personnel file. Notes or records of verbal reprimands shall be maintained by supervisors on the unit level.

Records of a written reprimand involving offenses or conduct outside the scope of possible criminal conduct shall cease to have force and effect after one (1) year, upon written request of the employee, provided that there has been no subsequent discipline of the employee during this one (1) year period.

Records of suspensions, demotions, or discharge shall become a permanent part of the personnel file.

Efficiency reports will be conducted semi-annually. At least one (1) month prior to the issuance of the written efficiency report, each employee shall have a conference with the employee's immediate supervisor for the purpose of discussion of the efficiency report. The supervisor should discuss with the employee the employee's particular strengths and weaknesses, and suggested areas of improvement.

Non-abusive use of sick leave time shall not be used in the computation of an employee's efficiency score.

The efficiency reports shall be utilized for the purposes of promotion to higher rank, and for advancement to the next higher pay grade. The employee shall sign the written efficiency report, indicating receipt of an exact copy of the completed efficiency report. An employee who alleges the efficiency report was unfairly prepared may resort to the grievance procedure.

Employee records maintained in the personnel department shall be available upon reasonable notice for employee inspection. Most of such records are in such form as to provide the employee with a copy when the document is completed. Employees requesting copies of any documents not prepared in such form shall be given a copy at no cost at the time when the document is placed in the file. Employees requesting copies of any documents, copies of which they have not already received, may receive one such copy at no cost. Additional copies shall be provided to the employee at the same rate as the City may charge, from time to time, of other employees for copies of City documents.

Copies of any commendations will be a permanent part of the file and the employee shall be given a copy of the same.

ARTICLE 9 **GRIEVANCE PROCEDURE**

SECTION A - PROCEDURE

There shall be an earnest, honest and prompt effort to settle differences. Should any controversy or differences arise between an employee and the Administration and/or the O.L.C. and the Administration with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities of the parties herein as relates to wages, hours, fringe benefits and working conditions, then such controversies or differences shall be handled as follows:

STEP 1 - IMMEDIATE SUPERVISOR

The employee claiming to be aggrieved must verbally present the complaint to the employee's immediate supervisor for disposition within five (5) days of the date the employee becomes aware of the alleged grievance. The supervisor will reply to the grievant within three (3) working days of the date of receipt of the grievance. At this step, it is not necessary for the grievance to be reduced to writing. Class grievances must be filed within five (5) days of the grievance.

STEP 2 - CAPTAIN

If the problem is not resolved to the satisfaction of the grievant, the grievant must then reduce the grievance to writing. The written grievance must contain a description of the events or circumstances which form the basis of the grievance, the specific Article or provision of the Agreement which is claimed to have been violated, and a short statement of the relief requested by the grievant. The written grievance must be presented to the Captain to whom the grievant is responsible within five (5) working days of the decision rendered at Step 1. If no timely decision was rendered at Step 1, the grievant must file the written grievance with the appropriate captain within five (5) days of when the reply was due from the employee's supervisor. The Captain to whom the grievance is referred shall reply, in writing, to the grievant, with a copy to the O.L.C. within five (5) working days from receipt of the written grievance.

If the decision rendered by the Captain is not satisfactory to the grievant, the grievant may proceed to the third step of the grievance process.

STEP 3 - CHIEF OF POLICE

If the grievance is not resolved to the satisfaction of the grievant at Step 2, the written grievance shall be forwarded to the Chief of Police by the grievant within five (5) working days of the written response from the Captain. The Chief, with the assistance of the personnel department, shall investigate the basis of the grievance, and shall schedule a grievance meeting within ten (10) working days of the receipt by the Chief of the written grievance. The Chief shall issue a written decision with regard to the grievance within ten (10) working days of the close of the meeting. The Chief may deny the grievance, may uphold the grievance and grant the relief requested, or the Chief may uphold the grievance and grant an alternative form of relief.

STEP 4 - ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the O.L.C. may refer the grievance to arbitration. The O.L.C. must make written notification to the Personnel Director of the intent to arbitrate within twenty-one (21) calendar days after the Step 3 answer was received. The parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators. The parties shall select an arbitrator by alternately striking names from the list until one name remains. The parties may mutually agree to use the American Arbitration Association (AAA). The parties shall alternate making the first strike. The selected arbitrator shall be notified by a joint letter from the City and the O.L.C. requesting that a time and date, be set subject to the availability of the City and O.L.C. Representatives. All arbitration hearings shall be held in Springfield, Ohio (unless the parties mutually agree otherwise). The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator exercise any responsibility or function of the parties.

The arbitrator's decision shall be reduced to writing, stating therein the factual basis of the decision and shall simultaneously notify each party of the decision by mail. The arbitrator's services shall be born by the losing party. If the arbitrator determines that justice requires that the cost be apportioned in some other manner, the decision shall state such apportionment.

The decision of the arbitrator under this Agreement shall be final and binding upon the parties.

An on duty City employee called as a witness by either party during the hearing shall continue to receive that employee's on-duty pay while attending the hearing.

SECTION B - GENERAL PROVISIONS

1. The O.L.C. has the right to be present at all proceedings under Steps 2, 3, and 4 of this grievance procedure, and to participate in any hearings held hereunder in a capacity designated by the grievant. The grievant may waive O.L.C. representation and be represented by counsel of the grievant's choice, and at the grievant's sole expense.
2. The terms "days" and "working days" as used in this Article mean the days worked by the individual who is required to meet the specific time limitation at issue. The failure of the grievant to comply with any of the time deadlines specified herein shall result in the grievance being fully and finally resolved in accordance with the terms of the decision at the prior step. Failure of the City to comply with any of the time limitations specified for Steps 2 and 3 shall result in the full implementation of the relief requested by the grievant.
3. It is to be understood that the time limits imposed in this Article may be extended at any Step by written mutual consent. Likewise, any Step in the grievance procedure may be waived by written mutual consent.
4. In the event there is a class grievance or a City grievance and in the event either party signatory hereto wishes to avail itself of the procedure herein, it shall initiate its action commencing with Step 3. A class grievance shall be defined as any grievance dealing with three (3) or more employees or any grievance dealing with policy which cannot be resolved in Steps 1 or 2.
5. The O.L.C. shall notify the Division of the roster of its representatives. These representatives shall be authorized to represent the employee from the first step of the grievance procedure. The employee who has a grievance shall be entitled to only one (1) representative of the employees' choice at the first two steps of such procedure. The representative shall be allowed reasonable time to investigate the grievance with the employee. The Grievance Committee or officer of the O.L.C. shall continue to represent the O.L.C. in subsequent steps of the Grievance Procedure.
6. The shift representative shall make every effort to assist the appropriate shift supervisor in settling grievances on the shift in the first step of the Grievance Procedure. When the grievance cannot be settled on the shift, then the shift representative will refer it to the O.L.C. for further handling in accordance with the Grievance Procedure.
7. A member of the Grievance Committee may investigate and process a grievance during on-duty hours without loss of pay. Members of the Grievance Committee will obtain the

permission of the Chief (or designee) before leaving their assignment to investigate a grievance. Permission of the Chief will not be unreasonably withheld. Committee members shall use judgment in deferring action or investigation on grievances when the work load or manpower is critical.

SECTION C - JURISDICTION

The grievance procedure in this agreement shall be the exclusive remedy available to employees for all matters within the scope of this agreement.

SECTION D - GRIEVANCE FORM

The O.L.C. shall develop a Grievance Form. Such forms will be supplied by the O.L.C. The Grievance Form will be made available to the Grievance Representatives.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

SECTION A - COMMITTEES

The parties agree that in the interest of mutual cooperation, improvement of relations, and provision of professional, courteous and efficient services to the Springfield community, a labor-management committee shall be created. The committee shall consist of six (6) members, half appointed by the City Manager, and half appointed by the O.L.C. Membership may be changed from time to time by the appointing authority. An O.L.C. representative who is not a City employee may attend.

SECTION B - MEETINGS

Meetings of the labor-management committee may be called by either the Chief of Police, or the Associate of the O.L.C. on a monthly basis or at shorter intervals upon agreement of both parties.

The labor-management committee shall operate as a forum for the administration of the Police Division and the employees to freely discuss matters of mutual concern. The labor management committee has no authority to alter or abridge the terms of this Agreement.

From time to time, on items of concern among the O.L.C. and other employees of the City, a joint meeting may be called among the parties to aid in understanding and solving issues.

SECTION C - REPORTS

The parties shall alternately prepare a written summary of meetings and distribute a copy to the Associate of the O.L.C., and to the City Manager. The written summary shall include areas of agreement reached which are not yet fully implemented. Implementation of areas of agreement, together with a report on the status of implementation shall be carried on the agenda until full implementation is achieved.

ARTICLE 11

STRIKES AND LOCK-OUTS

SECTION A - NO STRIKE

Inasmuch as this Agreement provides for the orderly resolution of grievances, including resolution by an impartial third party, the City and the O.L.C. recognize their mutual

responsibility to provide for uninterrupted service to the citizens of Springfield. Therefore, the O.L.C. agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement.

Should City employees who are not members, of the bargaining unit strike either in a legal or an illegal manner, the employees represented by the O.L.C. will continue to perform their usual duties.

SECTION B - NO LOCKOUT

The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees represented by the O.L.C.

ARTICLE 12 **INVESTIGATIONS AND DISCIPLINE**

SECTION A - INVESTIGATIONS

Supervisors and managers have the right and obligation to make inquiry of their subordinates as to the performance of their duties. If, after initial inquiry and review, supervisors or managers have reasonable suspicion to believe that a particular individual has violated departmental policies in a manner which is likely to result in discipline of record, the following procedures shall be employed in the course of any ensuing investigation:

1. When an employee is being investigated on a complaint or for an alleged violation of a Police Division rule, regulation, policy, procedure, general order, or other directive; the employee shall be notified in writing of the basis of the complaint or alleged violation and the fact that an investigation is underway; except, that notice shall not be required if the subject of the complaint concerns criminal activity by the employee.
2. Employees shall be permitted to record, at their own cost, any questioning of the employee by the investigating officer.
3. The parties acknowledge that the law currently requires that during any questioning, interviewing, or interrogation of an employee concerning a complaint or alleged violation, any statement given by an employee based upon a threat of dismissal from employment if the employee fails to respond shall be inadmissible against the employee in a subsequent criminal hearing or proceeding.
4. An employee who is being questioned about a complaint or an alleged violation which could result in a criminal prosecution of the employee may not be discharged or disciplined solely for invoking the Fifth Amendment privilege against self incrimination and refusing to answer questions or refusing to sign a waiver of immunity unless the employee is assured, under written order to answer, that answers given or information obtained as a result of those answers cannot be used against the employee in a criminal proceeding. The employee may receive disciplinary actions for failure to respond to such questions that are specifically and narrowly related to the incident out of which the complaint or alleged violation with which the employee is being investigated, arose. If

the employee is so ordered and advised, the employee shall be obligated to respond truthfully to the questions.

5. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during working hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
6. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
7. The City shall not use a polygraph machine or any other mechanical, or electronic means to investigate the truth of statements made by members.
8. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

SECTION B - DISCIPLINARY PROCEDURE

1. No employee shall be disciplined except for just cause. The seriousness of an offense shall determine the extent of disciplinary measures taken. A recurrence of infractions aggravates the seriousness of subsequent similar infractions. The principles of progressive discipline will be followed as appropriate.
2. Nothing contained in this Article shall limit the City's right to provisionally suspend with pay, reassign or relieve an employee of police related duties pending the outcome of a hearing as described above, for circumstances of a complaint or alleged violation that indicate a threat to other officers or the community, or where the charge indicates that felonious conduct may be involved.
3. If, on the basis of the completed investigation, the Chief of Police determines that suspension, demotion or discharge are appropriate, the Chief shall make such recommendation, in writing, to the City Manager, and shall give the employee a copy of such recommendation. The recommendation shall state the basis of the charge against the employee and the disciplinary measures recommended.
4. Upon written request, the employee shall be provided the opportunity to inspect and copy all written statements, transcripts, recordings, charts, graphs, and any other material the City intends to use at the hearing, at no cost to the employee. Only those materials provided the employee shall be used at the hearing. The employee shall be provided with these copies at least three (3) working days prior to the hearing.
5. The City agrees not to suspend, demote or discharge an employee without first conducting a hearing. This hearing is to be held between the City, the employee, and a O.L.C. representative if the employee so desires. Within ten (10) working days of the issuance of notice from the City Manager to an employee of charges contemplating suspension, demotion or discharge, a hearing shall be conducted by the City Manager. Witnesses may be called by either the City or the employee and shall testify upon oath or affirmation. The employee may be represented by counsel of the employee's choice, at the employee's sole expense, instead of an O.L.C. attorney.

6. Either the City or the employee may record the hearing at their own expense.
7. Within ten (10) calendar days of the close of the hearing, the City Manager shall issue a written decision which shall state the City Manager's factual conclusions, the basis for the conclusions, and the disciplinary measure to be imposed, if any.
8. An employee aggrieved by the decision of the City Manager with regard to suspension, demotion or discharge, may seek redress through the grievance procedure. In such circumstances, the employee shall initiate the grievance procedure at Step 4, Arbitration.
9. Disciplinary matters and hearings as described herein shall be conducted in a confidential manner, insofar as is legally permissible. Only upon final determination by the City Manager shall the charge and the disposition of the charge be made public. General statements that an investigation is underway are not precluded by the provisions in this Section.
10. Transfers shall not be utilized solely for punitive reasons. However, the Chief (or designee) may re-assign for transfer an employee to alleviate circumstances which gave rise to a disciplinary incident or to address overall departmental concerns of productivity and efficiency.
11. An employee who is to be reprimanded may be accompanied by a shift representative when the reprimand is delivered.

SECTION C – REPRESENTATION

1. Upon request, an employee who reasonably believes that they may be subject to discipline of record, shall be entitled to the presence of a shift representative.

ARTICLE 13 LAYOFF AND RECALL

SECTION A - LAYOFF NOTIFICATION

When the City determines that a layoff within the bargaining unit is necessary, it shall notify the O.L.C. promptly. Such action shall be by position classification within the Division. Provisional, temporary, part-time, and probationary employees shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their classification seniority with that employee having the least seniority within the position classification being laid off first, then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, the employee shall receive payment for earned but unused vacation and longevity pay with the final check.

SECTION B - LAYOFF BEYOND THREE YEARS

An employee who is on layoff for a period of three (3) years is automatically terminated and loses all seniority.

SECTION C - RECALL

- 1) Each permanent employee who is on layoff shall be recalled in reverse order of the layoff within a position classification, with the last employee laid off being the first to be called

back and continuing in like manner until the required number of employees has been obtained.

- 2) The City shall notify the employee of a recall at the last address on record with the City and re-employ the employee if said employee is available and reports for work no later than five (5) calendar days after notice of recall. If said employee fails to report for work within such time after notice of recall, the employee shall be considered as having voluntarily resigned. However, an illness incapacitating the employee for work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for work if the City is informed of the excuse within twenty-four (24) hours after the Employee's receipt of notice of recall. An employee loses the right to recall and is considered to have voluntarily resigned if the address on file with the City is not accurate. Recall notices will be dispatched by registered letter.

SECTION D – BUMPING

An employee to be laid off under Section A of this Article shall bump into the next lower classification. An employee who has bumped into a lower classification shall be reinstated into the higher classification in reverse order of entry into the lower classification. No employee shall be promoted or assigned into a classification until all current displaced employees have been returned to that classification.

ARTICLE 14 **DRUG TESTING**

The City may require an employee to submit to drug testing in accordance with the City's then-existing Drug and Alcohol Policy in the following circumstances:

- A. Prior to employment;
- B. Upon reasonable cause;
- C. Following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- D. Prior to and after return from duty after failing a drug test;
- E. After completion of rehabilitation treatment;
- F. As otherwise required by law; or
- G. At the request of an employee.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services or such other laboratory agreeable to the City and the Union. The policy will require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

Randomly selective testing may be conducted on employees in the bargaining unit only if the City conducts similar tests on members of another bargaining unit (SPPA, IAFF or AFSCME) for which such testing is not legally mandated.

Randomly selective testing shall be conducted by having a computer select employees on a periodic basis. The City shall bear the cost of testing required by the City.

ARTICLE 15
PRIVATE VEHICLES

No employee shall be required to use the employee's private vehicle for any official purpose. Employees who, with the prior approval of the City, use their private vehicles for official purposes shall be compensated at the standard City reimbursement rate.

ARTICLE 16
RULES AND REGULATIONS

The City agrees that Rules and Regulations (which shall include policies, procedures, directives and orders) which relate to duties and functions should be distributed and retained:

1. Rules and Regulations which implement additions, deletions, or changes in duty functions or policy shall be issued to each officer for inclusion in the notebook. An additional copy shall be issued to the O.L.C.
2. Rules and Regulations shall be numbered consecutively and dated upon issue.
3. The Rules and Regulations shall be applied and interpreted fairly and reasonably by the City towards any group of employees for which they were intended.

Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its rules, regulations, policies, procedures, directives or orders.

ARTICLE 17
PROMOTIONS

The City shall post a reading list for Lieutenant and Captain annually. If a written, multiple choice test is used in the examination process, such test may be developed in-house or by outside consultants and shall be based on the material from the reading list. Specific source material for the written test will be limited to five identified texts plus the Revised Code, City Ordinances, Rules & Regulations and the Labor Agreements.

Both parties shall continue in a good faith effort to refine and update the testing procedure as needed.

ARTICLE 18
RESIDENCY REQUIREMENT

Employees must reside within Clark County or within a county adjacent to Clark County, Ohio.

ARTICLE 19
LEGAL CLAIMS

SECTION A - LEGAL CLAIMS

1. In the event a civil action is brought against an employee of the Police Division of the City of Springfield arising out of performance of the employee's official duties, the Director of Law, upon request, will review the facts of the incident giving rise to such action. If it is determined by the Director of Law that the defendant acted in accordance with applicable law and regulations, the Director of Law's office will defend the employee of the Police Division in such action, provided that the Director of Law determines that the Director's office has staff available to provide legal representation for such defense.
2. In the event that the Director of Law determines, pursuant to Section A hereof, that the employee against whom such a civil action is brought, acted in accordance with applicable law and regulations, but finds that the office lacks sufficient staff to provide legal representation for such defense, the City agrees to pay the cost of legal representation for such defense, provided that the City Manager approves the schedule of fees to be applied by the legal counsel employed by such employee for such defense prior to such employee's incurring expense for such legal counsel.
3. The City shall indemnify an employee for liability incurred as a result of the proper performance of the employee's job unless:
 - a. The acts or omissions were manifestly outside the scope of employment or official responsibilities;
 - b. The acts or omissions were with malicious purpose, or in a wanton or reckless manner;
 - c. Liability is expressly imposed upon the employee by the Revised Code.

SECTION B - LIABILITY INSURANCE

If the City acquires police professional liability insurance for other members of the Police Division, such coverage shall be afforded to the employees covered under this Agreement upon the same terms and conditions. The City's obligations under Section A of this Article may be fulfilled by providing this police professional liability insurance.

ARTICLE 20
MISCELLANEOUS PROVISIONS

SECTION A - BULLETIN BOARDS

The City shall provide at least one (1) bulletin board which is convenient to all employees for the exclusive use of the O.L.C.

All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The O.L.C. agrees that no notices will be placed on the bulletin board which contain:

1. Personal attacks upon any City employee;
2. Scandalous, scurrilous or derogatory attacks upon the Administration;
3. Attacks on any other employee organization;
4. Any obscene or offensive material;
5. Any ethnic material;
6. Partisan political material regarding elections, issues and/or candidates.

The O.L.C. may be permitted to place communications in the official roll call or information sheet subject to the approval of the officer in charge.

SECTION B - AGREEMENT BOOKLET

The City shall provide a copy of this Agreement and a copy of any Agreement in force between the City and the Springfield Police Patrolmen Association to each employee. The City shall also provide twenty-five (25) copies of this Agreement and the current SPPA Agreement to the Associate of the O.L.C.

SECTION C - EDUCATIONAL LEAVE

Educational leave of absence shall be granted for a maximum period of two (2) years for the purpose of education, training, or specialized experience which would be of benefit to the service by improved performance of any level or voluntary service in any governmentally sponsored program of public benefit. Such leaves shall be granted at the option of the City. Upon completion of such leave of absence, the employee shall be returned to the position the employee formerly occupied or to a similar position if the former position no longer exists. Under no circumstances will leave be granted for the purpose of trying out other employment. Employees granted such leaves shall be contracted to return to their former employment for a period of not less than one year from the date of the expiration of such leave. Subject to the approval of insurance carriers and the City, an employee shall have the option of retaining any or all insurance benefits at the employees' own expense during such leaves.

SECTION D - SPECIAL LEAVE WITHOUT PAY

With the approval of the appointing authority, special leave without pay may be granted to an employee of the bargaining unit. Such special leave may be granted by the appointing authority up to a maximum duration of one hundred eighty (180) calendar days. Unless the specific duration can be established, permission shall be granted in thirty (30) day increments. Special leave without pay may not be renewed or extended beyond one hundred eighty (180) days. Such special leave may be requested for any reason other than trying out other employment.

If special leave without pay is granted to an employee, the City shall, at its expense and at its option, pay for the employee's medical insurance or provide individual medical insurance for a period of up to three (3) calendar months, including the month in which special leave begins. The City shall make no more than three (3) calendar month payments to continue the employee's medical insurance during the period of special leave. No other benefits shall be provided to an employee on special leave without pay.

SECTION E - TRAINING

To the extent possible, within scheduling and financial limitations, the Administration will schedule special unit training on a quarterly basis as a minimum. The Administration will conduct a survey of police departments and other agencies utilizing such special units and will

review the training schedule periodically and establish training which reflects general practices in the profession. Upon request, the O.L.C. will participate in such surveys.

The City shall provide at least forty (40) hours of in-service law enforcement training to each employee. An employee may be required to change shift assignments once a year for a forty (40) hour period (Monday through Friday) for the purpose of such training. Compensation for this rescheduled time shall be limited to the straight-time day-shift rate.

The City will place updated copies of the Criminal Code handbook in the automobiles operated by street supervisors, and the Traffic Unit Supervisor's office.

SECTION F - JOB AND EQUIPMENT SAFETY

The City shall make every effort to provide reasonable, safe working conditions for employees of the Police Division. The working conditions shall include, but not be limited to, safe, efficient and effective uniforms, weapons, equipment and training for the performance of law enforcement duties. The final decision as to specific types and brands of equipment to be provided shall rest with the City following discussions with the Labor/Management Committee. Employees shall be permitted to express their concerns concerning the safety of working conditions and equipment through the Labor-Management Committee.

The City shall provide a vaccination program for Hepatitis -B virus at its costs for employees electing to participate.

SECTION G - POLITICAL ACTIVITIES

Employees shall refrain from engaging in political activity while on duty, or while acting in an official capacity. Political activities by employees in the Police Division may be governed by the City Charter and State or Federal law.

Employees shall exercise their right to vote prior to or following their tour of duty. The City will not schedule an employee in such a manner as to deny the employee access to the polls. If an employee is unable to vote during non-working hours, due to circumstances beyond the employee's control, such employee shall be granted reasonable time off with pay, upon request, to exercise the right to vote.

SECTION H - OBSERVER'S LIABILITY

In the event that the City permits an observer to accompany an employee while on duty, the City shall require such observer to execute a release.

ARTICLE 21

WAIVER AND SEVERABILITY

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all the terms and conditions upon which agreements were reached are contained herein.

If any provision of this Agreement should be declared invalid by any Court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if

any, to which changes must be made to reflect the invalidation of or conflict with such provision. Only those provisions that are declared invalid will be discussed. The parties hereto shall strive to incorporate the intent of the parties into a valid substitute provision. If the parties are unable to come to a mutual agreement on the substitute provision, the dispute resolution procedures contained in Section 4117 of the Ohio Revised Code shall be utilized to settle the dispute. If resort to the impasse resolution procedure is required, any award rendered therein shall become effective as soon as such award can be implemented. The provisions not declared invalid shall remain in full force and effect for the entire term of this Agreement.

ARTICLE 22 **WAGES**

SECTION A - BASE WAGE

The base wage paid to employees shall be in accordance with the pay table marked Appendix A and attached hereto.

SECTION B - RATE OF PAY PROGRESSION

- A. Pay Step Intervals. The time interval required between salary steps will be as follows:
D-E: six (6) months; E-F: twelve (12) months; F-G: twelve (12) months.
- B. Merit Basis. Advancements from one step to the next shall be made following a satisfactory efficiency report, and the completion of the time interval stated above. However, a discipline involving days off without pay may result in up to a six month delay of the employee's step advancement under this section.

SECTION C - DEFERRED COMPENSATION

The City shall continue the deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes.

ARTICLE 23 **HOURS OF WORK AND OVERTIME**

SECTION A - WORK DAY/WORK WEEK

The regular work day shall consist of one shift of eight (8) consecutive hours. The regular work week shall consist of five consecutive eight (8) hour days.

The two (2) regularly scheduled days off shall be consecutive. The parties recognize that due to the twenty-four (24) hour per day, seven (7) day per week nature of the work required, the two (2) consecutive days off may not both fall within the same calendar week, or pay period. No employee shall be assigned to work a split shift.

SECTION B - TRADING DAYS OFF

At the discretion of the Chief (or designee) an employee may be permitted to switch days off within the fourteen (14) day pay period. In deciding whether to permit such a switch, the Chief or designee shall give preference to employees requesting use of vacation days, personal days, holidays or compensatory time, to employees requesting a switch. Such a switch shall not result in premium pay for either employee.

SECTION C - RELIEF

The Division shall adopt a procedure outlining conditions which will warrant the dispatch of relief to an employee on prolonged assignments which require exposure to the elements or which prohibits necessary body functions.

SECTION D - SHIFT ASSIGNMENTS BY SENIORITY

The Chief of Police (or designee) shall assign employees who perform duties which are carried out on a twenty-four (24) hour basis to particular shifts within the Police Division on a semi-annual basis. Assignments shall not be changed during any six-month assignment period unless unexpected vacancies, or variations in staffing levels mandate that an assignment be changed in order to provide effective police service to the community. Assigned days off shall be equitably rotated each twenty-eight (28) days.

The Chief (or designee) shall make shift assignment decisions based on the written preference of the employee in order of seniority in rank and such other factors as personal, professional, and job skill qualifications which are reasonably related to Divisional needs to assure sufficient numbers of personnel and qualifications on each shift for effective police service delivery. In the event that qualifications are approximately equal, seniority in rank shall prevail.

If, during a six-month assignment period, the Chief (or designee) determines that it is reasonably necessary to change staffing levels or fill vacant posts created by an unexpected variation in staffing levels, the Chief (or designee) shall fill such vacancy or change an assignment with volunteers. In such cases, to the extent practicable, employees shall be allowed at least five (5) consecutive days to provide written notice of their requests. To the greatest extent practicable, the volunteers shall be used for such assignments. If there is a surplus of volunteers, such assignments shall be made through use of seniority in rank and professional qualifications or skills for the post to be filled. If there is an insufficient number of volunteers or if there are less than thirty (30) days left in a semi-annual period, the Chief (or designee) shall make such assignments through reverse seniority in rank provided there is approximate equality of qualifications or skills.

The Chief (or designee) shall accept written notice of assignment preference beginning twenty eight (28) days and no later than ten (10) days prior to the beginning of each semi-annual shift assignment period. If the Chief (or designee) determine that change is not necessary, a new six-month period shall begin at the conclusion of the six-month period then in effect. If an employee does not submit a written notice, it shall be understood that the employee does not have a shift assignment preference for that six-month period.

Notwithstanding the prior language in this section, the City may re-assign or transfer one or more employees to alleviate circumstances which gave rise to a disciplinary incident, to address overall departmental concerns of productivity and efficiency, to accommodate reassignments for special police services or units, or for education, training or retraining. If the reassignment requires an employee to work more than eight (8) hours in a day or forty (40) hours in a week the employee shall be entitled to premium pay.

SECTION E - OVERTIME

Employees authorized to work in excess of the eight (8) hour work day or the forty (40) hour work week described herein shall be eligible for premium pay at a rate of one and one-half (1-1/2) times the employee's regular base pay unless otherwise stated in this Article.

SECTION F - WORK ON SCHEDULED DAYS OFF

An employee authorized to work on either of the employee's two (2) regular scheduled days off shall be paid at a rate of one and one-half (1-1/2) times the regular base rate for each hour or part of an hour which an employee works.

An employee called in to work under Article 24 Section A (Call-In Pay) or required to appear for court under Article 24 Section B (Court Time) on the employee's second regular day off shall be compensated at twice the employee's regular rate of pay for a minimum of three (3) hours pay at the applicable overtime rate.

SECTION G - SHIFT CHANGE

Regularly scheduled division-wide shift changes may not give rise to premium pay.

SECTION H - AUXILIARY POLICE

Auxiliary police personnel shall not be used to prevent or limit normal overtime for full-time sworn officers. Excepting during a period of emergency, auxiliary police officers will be used in conjunction with regular full-time police officers and shall not be assigned alone to police functions.

SECTION I - COMPENSATORY TIME OPTION

In lieu of overtime premium pay, an employee may elect to take compensatory time off for all overtime hours worked between January 1 and November 30 in a calendar year. No compensatory time off option is available for overtime hours worked in the month of December.

Compensatory time hours will be credited at the applicable overtime rate. Compensatory time off will not be permitted to accumulate in excess of 240 hours.

Compensatory time off shall be utilized only upon approval of the Chief (or designee) prior to December 1. Compensatory time off which is not utilized prior to December 1 shall be paid to the employee by check with the first full regular pay period in December, at the employee's then current overtime rate.

SECTION J - OVERTIME CALCULATIONS

All overtime will be calculated by rounding to the nearest tenth of an hour.

SECTION K - TIME CHANGE

Shifts affected by changes to and from Daylight Savings Time will be paid for at the standard rate of eight (8) hours. In those cases where the work day is shortened as a result of the change, no employee shall be docked. Where the work day is lengthened due to the time change, that hour will not be compensated.

SECTION L - FLEXIBLE HOURS

An employee may request or may upon the City's request and with the employee's consent be permitted to work a daily schedule of hours other than the regularly daily scheduled hours. The Chief of Police (or designee) shall have the sole authority to set the hours to be worked and the parameters or limitations of the non-regularly scheduled hours of work. Notwithstanding any contrary provision of this contract and except when the Chief of Police otherwise approves payment at an overtime rate, an employee who works daily hours other than the regularly scheduled hours shall be paid at the straight time rate for all hours worked which fall during what was the employee's regular daily work schedule.

ARTICLE 24
PREMIUM PAY

SECTION A - CALL-IN PAY

An employee who is called in to work at a time disconnected from the employee's regularly scheduled shift shall be paid the applicable overtime rate for each hour or part of an hour worked, but no less than three (3) hours pay at the applicable overtime rate.

SECTION B - COURT TIME

Employees who are required to appear in Court at a time disconnected from the employee's regularly scheduled shift to serve as a witness in a criminal proceeding, or in a civil proceeding in which the employee's testimony is required as a direct result of the performance of job duties, shall be paid at the applicable overtime rate for each hour or part of an hour that they are required to be in Court. If an employee is required to be in Court for less than three (3) hours, a minimum of three (3) hours shall be paid at the applicable overtime rate.

When an officer appears in Court, the City shall be entitled to the witness fee. Employees shall remit the witness slip to the records section attesting to the employee's appearance in Court.

Should the Courts change this procedure during the term of this contract, the parties shall reconvene to modify this provision.

If an employee's attendance is required in a Court outside of Clark County, Ohio, in a criminal proceeding, or a civil proceeding in which the employee's testimony is required as a direct result of the performance of job duties, at a time other than the employee's regularly scheduled shift, or on the employee's regularly scheduled day off, such employee shall be entitled to compensation for the reasonable travel time required, in addition to the Court time provision described above.

With regard to Court appearances in a Court outside of Clark County, the employee shall take reasonable steps to assure that the witness fee paid by the Court is remitted to the City.

For the purposes of this section and the preceding section, a court appearance or call-in incident shall be deemed "disconnected" from the regular work schedule if the employee is released from the call-in or court more than one hour prior to the employee's scheduled shift, or is called in or subpoenaed to court more than one hour after clocking out.

SECTION C - PARITY-TEMPORARY ASSIGNMENT AT HIGHER RANK

An employee assuming a position and responsibility of a higher ranking officer for a period of three (3) consecutive days or more will be compensated at the rate of the first step of the pay schedule of the higher rank which exceeds the then current pay of the employee assuming the higher position. This compensation shall be computed and paid on an hourly basis. Such temporary assignments to a higher position will be made only when necessary and will not be changed between employees arbitrarily so as to avoid payment of the higher rate. The three (3) consecutive days requirement must be days which the employee actually is on duty in the higher ranking position.

This provision shall not apply to routine situations involving two (2) employees assigned to a cruiser or a similar situation, but is meant to apply primarily to supervisory and administrative duties.

The selection of the employee to serve in the higher ranking position will be made in writing and from the same unit barring unusual circumstances at the option of the Chief, so that multiple changes will not be needed in the Division. However, no employee will be permitted to serve in more than one acting capacity at one time. Such temporary duty shall not affect eligibility lists or be so used as to affect Civil Service requirements.

SECTION D - OUT-OF-TOWN ASSIGNMENTS

Employees who are assigned to perform work outside of Clark County, Ohio which requires their absence from home overnight, shall be paid their regular base rate times eight (8) hours for each day that the assignment continues. This provision includes assignments for the return of prisoners, and attendance at City-assigned educational sessions. If employees are not absent from home overnight, the provisions of Article 23, Section E shall apply.

In addition, the City will provide transportation, a reasonable meal allowance, and reasonable lodging expenses for the period of the out-of-town overnight assignment.

If the out-of-town overnight assignment requires the employee to travel while carrying a weapon, the City shall make the travel arrangements necessary in compliance with applicable regulations of governmental agencies and carriers.

SECTION E - SHIFT DIFFERENTIAL

1. Shift differential shall be paid at the rate of \$.40 for all assigned shifts beginning at or after 2:00 p.m. and prior to 6:00 a.m.
2. Shift differential will be considered as part of the base rate for overtime consideration.
3. Employees shall be paid the applicable shift differential only for time actually worked. No shift differential shall be paid during any paid leave time.
4. In the event of a shift assignment which does not fall within the definitions contained in part 1 above, shift differentials shall be established for the entire shift at the rate applicable for the majority of the hours of said new shift assignment.

ARTICLE 25 **LONGEVITY PAY**

SECTION A - LONGEVITY

1. All employees that are employed as of December 31, 2008 who attain five (5) or more years of service with the City shall receive longevity pay at the rate of one hundred dollars (\$100.00) per year of service.
2. Employees that are hired on or after January 1, 2009 who attain five (5) or more years of service with the City shall receive longevity pay at the rate of fifty dollars (\$50.00) per year of service.

3. Longevity checks shall be distributed on the last bi-weekly payday in November.
4. Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If a milestone anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the employee to the City or deducted from any compensation which may be due him from the City.
5. Employees who resign, are laid off, or retire from City employment will be entitled to any earned longevity pay when the final paycheck is issued; however, employees who are discharged from City employment shall forfeit all rights to longevity payment.
6. Longevity payments shall be included when calculating the overtime rate.

ARTICLE 26 **HOLIDAYS**

SECTION A - LEGAL HOLIDAYS

In lieu of the right to absence from duty on holidays listed below, each employee shall be entitled to eleven (11) days absence in each calendar year. Should an employee leave City employment for any reason during the year who has received more days off with pay than the holidays have occurred, will refund to the City those days overpaid.

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day
11. Law Day

However, such days of absence may not be cumulative beyond any one (1) year and the time of absence from duty shall be designated by the Chief of Police.

Employees who die while employed by the City shall have payment made to the duly appointed and acting representative of such estate for all unused holiday credits due at the time of death. The payment provided for shall be subject to and made in conformity with general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

Holidays that have occurred for which an employee who has not been paid shall, upon leaving City employment for any reason, be paid for those holidays which have occurred during the calendar year.

Following written notice to the Chief of Police, an employee may elect to receive a cash payment in lieu of all or part of the employee's annual holidays for any three (3) consecutive calendar years within the four (4) calendar years immediately prior to service retirement eligibility. Employees who elect to exercise this provision shall be paid for any remaining unused holidays for which the employee is entitled at the straight time rate in effect at the end of the last full pay period of the relevant year. Such payment shall be made in January following the calendar year in which the holidays were unused.

SECTION B - PERSONAL LEAVE DAYS

Each employee will be entitled to twenty-four (24) hours of personal leave during each year of the contract. Personal leave shall be used in units of not less than one (1) hour increments, shall not be cumulative, and thus not carried over into the next year of the Agreement.

Except for unanticipated personal emergencies, application in writing for personal leave shall be made in advance, under the same restrictions as vacation scheduling. In cases of emergencies, a shorter time period may be used for such application. If the emergency is such that the application cannot be made in advance, the employee shall notify the employee's immediate supervisor at the first opportunity and shall make written application upon the employee's return to work. The application shall state the reason for the request, but does not require specific detailed information.

In each year of the contract, an employee may elect to receive a cash payment in lieu of the employee's annual personal leave. Employees who elect to exercise this provision shall be paid for any remaining unused personal leave on the first full regular pay period in December at the straight time pay rate then in effect.

ARTICLE 27
VACATION

SECTION A - VACATION SCHEDULE

1. For employees that are employed as of December 31, 2007, the schedule of earned vacation shall be as follows:

Year 1	- 12 days
During Years 2 through 4	- 14 days per year
During Years 5 through 9	- 17 days per year
During Years 10 through 14	- 19 days per year
During Years 15 through 19	- 22 days per year
20 Years and after	- 26 days per year

2. For employees that are hired on or after January 1, 2008, the schedule of earned vacation shall be as follows:

Year 1	- 5 days
During Years 2 through 4	- 10 days per year
During Years 5 through 9	- 15 days per year
During Years 10 through 21	- 20 days per year
22 Years and after	- 22 days per year

3. Each request for vacation use shall be submitted on a standard form provided by the City. The request will be reviewed by supervision and approved, manpower-permitting. Vacation use will be permitted on an hourly basis. Vacation use will be approved for religious purposes, subject to review as above.
4. Employees shall be permitted to carry-over up to a maximum of 360 accrued unused vacation hours into the next calendar year.
5. An employee accruing nineteen (19) days or more of vacation per year shall have an annual option to convert up to eighty (80) hours of vacation into deferred compensation at a conversion rate of eighty percent (80%) provided the employee maintains a vacation balance of one hundred twenty (120) hours after such conversion.

Payment will be based on the straight-time day shift rate in effect at the end of the last full pay period in September. Payment will be made only in full hour increments, at the time of the last full pay period in October.

6. Employees who leave the employment of the City for any reason shall receive payment for all accumulated but unused vacation hours and holiday credits. In the case of the death of the employee, the City will make payment of the above to the estate of the deceased employee in conformity with the general laws of the State of Ohio. Upon compliance with same, such payment shall be made forthwith.

ARTICLE 28 **SICK LEAVE**

SECTION A - ACCRUAL

Employees shall accrue sick leave credits at the rate of .0575 for each hour in a paid status.

SECTION B - USAGE OF SICK LEAVE

1. Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor, Chief of Police or designee:
 - A. Illness or injury of the employee of such a nature as to render the employee temporarily unable to perform normal duties.
 - B. Injury, illness, or medical condition on the part of the employee's immediate family under such circumstances as to require the personal care and attention of the employee.
2. Physician's Certificate: If medical attention is required or the absence extends beyond five (5) working days or if a certificate is reasonably required by supervision, a licensed physician must certify the necessity for sick leave stating the nature of the illness. Failure to obtain this certification may result in denial of sick pay benefits and/or disciplinary action. Additionally, the City may require an employee to undergo a physical examination at the City's expense.
3. Sick leave may be used in increments of one-tenth (1/10) of an hour.

SECTION C - ANNUAL PAY-OUT

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the member has the option to be paid for all or any part of the unused forty-eight (48) hours, plus an additional eight (8) hours. Sick leave used as the result of an injury or illness covered by the terms of Article 29 (Injury Leave) (or Bereavement Leave in Section G. of this Article) shall not be chargeable to the employee when computing entitlement or extent of the annual pay-out. The employee's sick leave balance shall be reduced by the number of hours for which the employee elects to take pay.

An employee may not elect to take pay for unused sick leave if that reduces the employee's accumulated sick leave balance below three hundred (300) hours.

Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current year.

Payment will be made at the straight-time day shift rate in effect at the end of the last full pay period in the year. Payment will be made only in full hour increments, at the time of the last full pay period in January.

SECTION D - CONVERSION

Each employee of the bargaining unit who is eligible for retirement, based on age and years of service and who does so retire having accumulated sick leave of over 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5 percent of the employee's regular daily wage for such accumulation in excess of 300 hours.

This provision shall apply to an employee who quits, resigns, is being laid off in the event of reduction in the work force, or otherwise terminates employment in any manner, except by discharge for cause providing in all cases other than retirement that the employee shall have been in the employ of the City of Springfield for a period of ten (10) years or more. All accumulated days of sick leave referred to herein shall be sick leave accumulated while in the actual employ of the City, except upon retirement.

SECTION E - DEATH PAY OUT

In the event an employee who has been in the employ of the City of Springfield for a period of five (5) years or more dies while still employed by the City, the benefits under Section D above will be paid to the deceased employee's estate. In the event an employee who has been in the employ of the City of Springfield for a period as would qualify said employee for retirement dies while still employed by the City, the benefits under Section F will be paid to the deceased employee's estate and no benefits shall be paid under Section D.

Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.

SECTION F - DISABILITY PAY OUT

Each employee who becomes disabled and applies for and accepts disability retirement under the provisions of Ohio law shall be terminated by the City and shall be paid 100 percent of the employee's unused accumulated sick leave.

SECTION G - BEREAVEMENT LEAVE

1. In the event of death in an employee's immediate family, a period of up to five (5) days shall be granted for bereavement leave.
2. Additional bereavement shall be granted upon request with the approval of the Chief of the Division.
3. All bereavement leave shall be charged to accrued sick leave.

SECTION H - IMMEDIATE FAMILY

The term "immediate family" shall be defined as including spouse, parent, step-parent, child, step-child, grandchild, sister, step-sister, half-sister, brother, step-brother, half-brother, grandparents of the employee or the employee's spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in place of a parent (loco parentis).

ARTICLE 29 **INJURY LEAVE**

SECTION A - INJURY LEAVE

Whenever an employee is incapacitated from duty because of an injury, disease or exposure to a contagious disease sustained or incurred in the performance of job duties, the employee shall make application for and actively prosecute claims under the Workers' Compensation Statutes of Ohio. The City shall assist employees in completing claim forms, even if the City intends to contest the claim. An employee who has requested injury leave under this Article must assign to the City all wage loss benefits which the employee may receive through the Workers' Compensation laws of Ohio for any period of time during which the employee is receiving injury leave benefits from the city.

Approval of an injury leave request will only be granted in cases where the City has fully certified the claim to the Bureau of Workers' Compensation. In cases where the claim was not certified by the City, injury leave will be approved only after the claim has been approved by the Bureau of Workers' Compensation Administrator, provided that if the Administrator's decision has been appealed by either the City or the employee, injury leave will only be granted at the conclusion of the hearing and appeal process which results in a favorable decision to the employee.

While awaiting such determination, the employee shall be placed on sick leave, vacation leave or other paid leave. If an injured employee remains unable to work as a result of the alleged injury or illness after paid leave expires, the City shall continue the employee's regular pay until said employee is able to work, or a compensation award is made under Workers' Compensation. (Such continuation of wages shall be subject to the same termination of benefits limitations described in paragraph 5 of this section.)

If the application results in a determination of a work-related injury or illness, the employee shall then be placed on injury leave retroactive to the day of injury, and any paid leave utilized by the employee shall be re-credited to the employee. If the application is denied by the Bureau Administrator, or in subsequent appeals, as not a valid claim, any regular wages paid as a result of the employee having exhausted other paid leave, shall be reimbursed to the City through

payroll deductions in amounts determined by the City which should not cause undue hardship to the previously compensated employee. This unpaid leave period will be treated in the same manner as any other "leave without pay", and will result in adjustments to the employee's longevity, and vacation accrual dates, and balances.

Injury leave shall terminate when the employee is (a) able to return to work, (b) six months after the date of injury, or (c) the disability is determined to be permanent, whichever occurs first. If an employee's application results in a permanent disability award, the employee shall apply for disability retirement under the Police and Fire Pension Fund. If disability retirement is granted and becomes final, the employee shall be paid any separation benefits payable under other provisions of this agreement.

If the application is denied, no injury leave shall be paid.

SECTION B – NOTIFICATION

Once every thirty (30) days, the member who is off injured will make written (e-mail with a copy to the Chief's secretary is acceptable) notification to the Chief of Police as to their current status and prognosis. If the member has a projected date that they will return to work, they will include this date in the notice.

ARTICLE 30 OTHER LEAVE

SECTION A - FMLA - MILITARY LEAVE

Disputes concerning the Federal Family and Medical Leave Act and Military Leave available under the Ohio Revised Code shall be subject to the grievance procedure herein.

ARTICLE 31 JURY DUTY

SECTION A - JURY DUTY

An employee required to serve on jury duty during their assigned work hours shall be excused from work with pay for the time required for such service. The employee will turn in all jury fees to the City received for periods when he is on payroll status.

When called for jury duty, the employee shall show the subpoena to the employee's supervisor and shall report back for work when released as a juror, unless the shift has ended or there is one (1) hour or less remaining in the shift.

ARTICLE 32 O.L.C. BUSINESS LEAVE

SECTION A - BUSINESS LEAVE

1. The City shall provide the O.L.C. with a total of twelve (12) working days with full pay in each year to be apportioned by the O.L.C. to its officers and/or designees for the purpose of attending to O.L.C. business. Unused days shall carry into the next Agreement year and will expire upon termination of this Agreement.

2. The present practice of paying a O.L.C. officer for O.L.C. business shall be retained, i.e., if the employee is on duty at the time of a scheduled meeting for negotiations, etc., the employee will be excused and paid; if the employee is not scheduled to be on duty at the time of such a meeting, no pay is given.
3. The Associate of the O.L.C. will receive additional absence pay for up to six (6) days a year to attend to O.L.C. business.
4. Up to four (4) days a year of additional business leave will be granted for use by delegates of the O.L.C. to attend the Annual State Conference.
5. The City will reschedule up to four (4) representatives of O.L.C. for the duration of subsequent negotiations prior to the expiration of this Agreement, provided the Association provides ten (10) days prior notification to management, and provided that no more than two (2) representatives are required from the Uniform Patrol Bureau or no more than one (1) representative is required from the Investigation Bureau and no more than one (1) representative is required from the Auxiliary Services Bureau. In addition to the business leave set forth in Section A above, up to four (4) O.L.C. members shall have their regular pay continued during the time that such members are engaged in collective bargaining negotiations with the City. Any additional members participating in negotiations will have their full pay continued during their attendance at such negotiating sessions, provided that such time is available under the provisions of Section A. 1.
6. In addition to the business leave set forth above, the bargaining team may utilize a maximum aggregate of ten (10) working days with full pay for the purpose of preparing for negotiations, in addition to the actual time spent in negotiations. The leave may be apportioned among the members of the bargaining unit at the Union's discretion. The employees involved are expected to give reasonable advance notice of the use of such time to the Chief or his designee.
7. Years referred to in Sections 1, 2, 3, and 4 shall be contract years (January 1 to December 31) and any days of such leave unused may be carried over the subsequent years during the life of the Agreement.

ARTICLE 33 **INSURANCE**

SECTION A - LIFE INSURANCE

All employees will be furnished at no cost with a Thirty-five Thousand Dollar (\$35,000.00) term life insurance and a Thirty-five Thousand Dollar (\$35,000.00) accidental death and dismemberment insurance.

SECTION B - MEDICAL/HOSPITAL BENEFITS

The City shall make health care benefits coverages available to employees under the City's health care plan, substantially comparable to the plan in effect October 1, 2010, which shall include, at a minimum, the following:

- a. Hospitalization/Surgical Coverage
- b. Diagnostic, X-ray, and Laboratory Services

- c. Obstetrics Coverage
- d. Prescription Drug Coverage
- e. Hospice and Home Health Care Coverage
- f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
- g. Mental Health/Substance Abuse Services
- h. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The City is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the City's health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

1. Cost Sharing

All employees shall pay ten percent (10%) of the single or family premium by monthly wage withholding. The Employee's contributions shall be paid through an I.R.S. Section 125 plan by which contributions are treated as pre-tax income.

The City-Wide Health Care Committee shall annually examine various health care concerns including such issues as cost containment, managed care options and other general insurance related issues.

2. Alternative Program

If a HMO, HMP, or PPO or other similar option is implemented by the City during the term of this Agreement with regard to any other group of employees, then such program shall be offered to employees covered by this agreement within six months of the implementation of the program. Within 60 days of the City's offer to the O.L.C. of such a program, the Union shall notify the City whether its members, as a group, elect to join the new program.

SECTION C - LIABILITY INSURANCE

The City will provide vehicle liability insurance with a single limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) property damage to cover any employee while operating a vehicle within the scope of employment with the City.

SECTION D - DENTAL INSURANCE

The City shall pay half of the cost of the dental insurance plan on behalf of the employees electing coverage, to a maximum of thirty dollars (\$30) per month. The balance will be paid by wage withholding.

ARTICLE 34
UNIFORMS AND EQUIPMENT

SECTION A – UNIFORMS

1. The City shall bear the total cost of initial purchase of any item required by uniform changes required by the City.

2. The City shall provide each police officer, who has completed not less than one (1) year of continuous service, a uniform allowance to assist in defraying the cost of maintenance and replacement of uniforms and equipment in the amount of one thousand twenty-five dollars (\$1,025.00) per annum, to be paid in semiannual installments in April and October.
3. Upon transfer to or from plain clothes duty assignments, the City shall, upon request, advance Three Hundred Dollars (\$300.00) of the annual uniform maintenance allowance.
4. Upon promotion to the rank of Lieutenant, the City shall promptly provide such employee five (5) summer shirts, five (5) winter shirts, one (1) hat, and all necessary insignia of rank.
5. Upon promotion to the ranks of Sergeant, the City shall promptly provide the employee with the required insignia of rank for all issued uniforms, including application and, upon request, advance Three Hundred Dollars (\$300.00) of the annual uniform maintenance allowance.
6. With regard to body armor, employees shall bear the initial cost of maintaining and replacing the armor carrier. If an armor carrier requires placement, the employee may request reimbursement for the replacement costs. Reimbursement shall be granted upon satisfaction of the Chief, or designee that the carrier needs to be replaced, that the replacement cost is reasonable and necessary and that the employee has not been granted reimbursement during the previous twelve months. The Chief may require the employee to surrender the carrier being replaced. The City shall bear the cost of maintaining and replacing the armor. The City shall develop specifications for the required body armor after consultation with the Union. The City shall attempt to make armor carriers available for purchase by employees at the City's contract price.
7. Any item purchased for use after the execution of this Agreement shall be in full compliance with current specifications.
8. The City shall immediately issue a replacement firearm in proper working order to any member required to surrender a firearm as evidence in an official investigation, except in cases when an officer is relieved from duty. The replacement firearm shall be of the same caliber as that confiscated.
9. The City will issue identification cards to the members of the Police Division. These cards will be replaced as needed. Upon termination of employment for any reason, final paychecks will be withheld until identification cards and all other issued equipment has been returned to the Police Division, except the issued firearm and shield as in existing practice and under the provisions of Ordinance #80-295.
10. However, upon disability retirement through the Police and Firemen's Pension Fund, after fifteen (15) or more years of service an employee shall have the option to purchase their service weapon and badge for one dollar (\$1.00) each.
11. The Union shall be entitled to representation on the division's uniforms and equipment committee.

ARTICLE 35
TERM

This agreement shall become effective January 1, 2012. This Agreement shall remain in full force and effect through December 31, 2014.

In the period beginning one hundred eighty (180) days prior to the expiration of this Agreement and ending ninety (90) days prior to the expiration of this Agreement, either party may notify the other of its intent to negotiate a successor Agreement. Such notice shall be written and shall be delivered either to the City Manager or the O.L.C. Negotiations shall begin within ten (10) days of receipt of the notice to negotiate by either party. Each party shall engage in good faith efforts to reach a negotiated settlement of a successor Agreement. If a negotiated settlement has not been reached by fifty (50) days prior to the expiration of this Agreement, the provisions of Chapter 4117 of the Ohio Revised Code, as is then currently in effect, shall be implemented to resolve such impasse.

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Springfield, Ohio a municipal corporation, and the Fraternal Order of Police, Ohio Labor Council, Inc., through their authorized agents have hereunto set their hands this 19th day of DECEMBER, 2011.

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

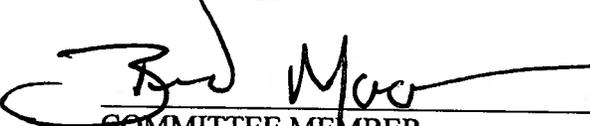
THE CITY OF SPRINGFIELD, OHIO



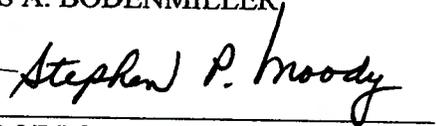
O.L.C. STAFF REPRESENTATIVE
ROSS RADER



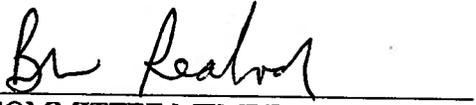
CITY MANAGER
JAMES A. BODENMILLER



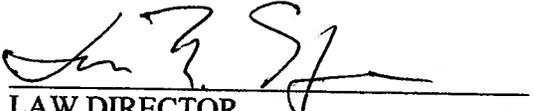
COMMITTEE MEMBER
LT. BRAD MOOS



CHIEF OF POLICE
STEPHEN MOODY



COMMITTEE MEMBER
SGT. BRIAN PEABODY



LAW DIRECTOR
JEROME M. STROZDAS



COMMITTEE MEMBER
SGT. JOSEPH TEDESCHI



PERSONNEL DIRECTOR
JEFF RODGERS



COMMITTEE MEMBER
SGT. BARRY EGGERS

**APPENDIX A
POLICE DIVISION SALARY SCHEDULE**

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>HOURLY RATE</u>	<u>BI-WEEKLY RATE</u>	<u>ANNUAL RATE</u>
SERGEANT	2P D	\$27.30	\$2,184.00	\$56,784.00
	2P E	\$28.29	\$2,263.20	\$58,843.20
	2P F	\$29.65	\$2,372.00	\$61,672.00
	2P G	\$30.22	\$2,417.60	\$62,857.60
LIEUTENANT	3P E	\$31.45	\$2,516.00	\$65,416.00
	3P F	\$32.61	\$2,608.80	\$67,828.80
	3P G	\$33.17	\$2,653.60	\$68,993.60

APPENDIX B LIMITED DUTY ASSIGNMENTS

INTENT AND PURPOSE:

The intent of this policy is to enhance Department staffing levels and allow officers the ability to return to work while on a limited duty status. This will benefit both the Springfield Police Department and the employee.

AUTHORITY TO GRANT LIMITED DUTY:

The Chief of Police or the Chiefs designee will have ultimate authority in assigning any police personnel to any type of limited duty assignment. The Chief may adjust the number of limited duty positions at any given time based on the needs of the Department.

APPLICABILITY:

Limited duty may be requested by any officer in a limited duty status or may be assigned to any officer injured while on duty and able to perform in a limited duty capacity.

PREFERENCE:

On duty injuries will always take precedence over off-duty injuries when limited duty is requested or assigned. Assignments within either category will be considered on a first available status. In the event an on-duty status injury assignment would need to preempt an already filled off-duty status injury assignment, volunteers will be requested, if not resolved, the Chief of Police or Chief's designee will make the determination. Hours of work will depend on the assignment but may not correspond to the employee regularly assigned hours.

LENGTH OF ASSIGNMENTS:

Limited duty assignments must be reviewed and re-approved on a thirty (30) calendar day basis. However, when more requests are received than positions are available, the assignments may be reviewed on a biweekly basis and the positions equitably rotated between applicants, based on the date of availability and the nature of the limited duty. All limited duty assignments are considered temporary and may be canceled with minimal notice. Limited Duty assignments will generally not be granted for a total of more than ninety (90) calendar days.

PROCEDURE:

Limited duty must be requested in writing, addressed to the Chief of Police, and must include the following information:

1. The nature and extent of injury.
2. A physician's release stipulating the ability to work limited duty, exactly what type of activity must be refrained, and a prognosis of how long the patient will need to be on limited duty.
3. The date of injury and if the injury occurred on or off duty.
4. All renewal requests must include a physician's update as to the prognosis to return to full duty status and the need to remain on limited duty.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

CITY OF SPRINGFIELD,
EMPLOYER.

}
} Case No(s): 11-MED-09-1307
} (Sergeants)
}
}
}
}
}

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

cc: Mr. Jeff Rodgers
jrogers@ci.springfield.oh.us