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OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

And

THE CITY OF SPRINGBORO, OHIO

SERGEANTS COLLECTIVE BARGAINING AGREEMENT

Starts: December 1, 2012
Expires: November 30, 2015

SERB CASE NO.: 2012-MED-08-0698

SPRINGBORO

2012-2015 Final Agreement Between City of Springboro and OPBA – Sergeants

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ARTICLE 1
GENERAL PROVISIONS

Section 1.1: Purpose

This Agreement entered into by the City of Springboro, Ohio, hereinafter referred to as the "City", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA", or as the "Union", has as its purpose the following:

- To promote cooperation, and orderly, constructive and harmonious relationship between the City, its Employees and the OPBA;
- To comply with the requirements of Chapter 4117 of the Ohio Revised Code except as otherwise provided herein; and to set forth the full and complete understanding and agreement between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein; and
- To establish a procedure for the peaceful resolution of grievances.

Section 1.2: Modification of Agreement

The express provisions of this Agreement may be changed only by mutual agreement between the parties subject to ratification by City Council and the OPBA.

Section 1.3: Savings Clause

Should any portion of this Agreement be declared invalid by operation of law, or by a court of competent jurisdiction then such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration or of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law. If agreement cannot be reached then the parties shall request a panel of arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and submit the matter for arbitration before the arbitrator selected pursuant to FMCS practice and procedure.

Section 1.4: Past Practices

This Agreement supersedes all prior understandings of the parties and there is no other agreement express or implied between these parties and all past practice of the City is hereby superseded and void except as set forth herein.

Section 1.5: Definitions

For the purposes of this Agreement, the following definitions shall apply:

"City"	The City of Springboro, Ohio.
"Day"	A calendar day.
"Day, working"	A calendar day, except Saturdays, Sundays, City Holidays scheduled days off or paid leaves.

"Department"	The City of Springboro Police Department.
"Employee"	A member of the bargaining unit signatory to this Agreement.
"Employer"	The City of Springboro.
"OPBA"	Ohio Patrolmen's Benevolent Association.
"Master Contract," "Contract," or "this Agreement"	This collective bargaining Agreement.
"Member"	Member or employee of the bargaining unit covered by this Agreement.
"Parties"	The City and the OPBA.
"Seniority"	The length of continuous service with the City unless otherwise required by law or otherwise defined herein. Continuous service shall not be deemed interrupted by a period of discontinuance of active employment, when such period is followed by a return to active employment and the discontinuance is due to (1) City-approved leave, (2) disability leave as described under an applicable State of Ohio Retirement System, (3) military leave, or (4) layoff with eligibility for recall. Seniority does not accrue during such discontinuances, unless required by law or otherwise provided herein.

ARTICLE 2
RECOGNITION

Section 2.1: Recognition

The City hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for the purpose of collective bargaining for all wages, hours and other terms and conditions of employment for all full time employees as has been certified by the State Employment Relations Board, Case No.: 2010-REP-11-0194, in the unit described as full time Sergeants. The OPBA recognizes the City of Springboro as the legal Employer of its members, having important governmental functions which it must perform efficiently, effectively and reliably, and empowered with all the authority and discretion afforded by law except as limited by the express language of this Master Contract.

Section 2.2: Exclusions

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

Section 2.3: New Positions

The City shall determine whether a new position will be included or excluded from the bargaining unit and shall so advise the OPBA. If there is any dispute as to the City's determination of bargaining status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City. If the parties still do not agree, the City shall implement its determination, subject to challenge by the OPBA through the grievance and arbitration procedure.

ARTICLE 3
SECURITY

Section 3.1: Dues Deduction

The City agrees to deduct OPBA dues in the amount certified to be correct by the OPBA to the City from the pay of those OPBA members who individually request in writing that such deductions be made. The City agrees also to deduct OPBA initiation fees and assessments in an amount certified to be correct by the OPBA to the City from the pay of appropriate OPBA members if enacted by the OPBA membership.

All such deductions shall be made from the first pay period of each month and the City agrees to furnish to the OPBA's office in North Royalton, Ohio (the address of which will be supplied by the OPBA), 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 taken.

Section 3.2: Fair Share Fee

Any employee who is not a member of the OPBA, shall pay a monthly service charge, to be deducted by the City from the pay of the employee and forwarded to the OPBA pursuant to Section 3.1. Any such deduction shall be subject to the provisions set forth in Ohio Revised Code Section 4117.09.

Section 3.3: Additional Provisions

It is further agreed that the OPBA shall defend and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under Section 3.1 and 3.2 hereof; except for failure to forward deducted dues per Section 3.1.

No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the duration of this Agreement.

Fees and Dues deductions shall cease upon the happening of any of the following events:

(A) Resignation or discharge of the employee;

(B) Transfer, promotion or demotion of the employee from the bargaining unit;

(C) Revocation by the employee of the written request for dues; deduction which would result in implementation of Section 3.2;

(D) Cessation of representation by the OPBA.

Section 3.4: Ballot Box

The OPBA shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department headquarters for the purpose of collecting members' ballots on all OPBA or OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the City's review. Such balloting shall be limited to no more than four (4) times per year. Such balloting shall not interfere with work activities and the ballot box shall be removed as soon as practicable after the issue has been determined.

Section 3.5: Use of Departmental Document Distribution Systems

The OPBA shall be permitted to utilize, at no cost, any device or system for distributing documents to employees which the City may maintain and which may be used without violating federal law or creating loss of time for the City. The permission granted herein is limited to the distribution of information which pertains to the business of bargaining unit employees or is reasonably necessary for the normal conduct of union business or bargaining unit representation. All documents placed into such device or system shall be the property of the bargaining unit member to which they are addressed and shall not be subject to review by the City, subject to the city policy regarding use of systems.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1: Management Rights

The OPBA 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:

(A) To determine the functions and programs of the Department;
(B) To determine the standards of service to be delivered;
(C) To determine the overall budget;
(D) To determine the hours of work and the number of hours to be worked;
(E) To determine how technology may be utilized to improve the Department's operations;
(F) To determine the Department's organization structure;
(G) To make any and all rules and regulations not inconsistent with this Agreement;
(H) To direct, supervise, evaluate or hire employees;
(I) To maintain and improve the efficiency and effectiveness of the Department's operation;
(J) To determine the overall methods, processes, means or personnel by which the Department's operations are to be conducted;
(K) To suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees;
(L) To determine the adequacy of the work force;
(M) To establish, expand, transfer and/or consolidate work processes and facilities;
(N) To determine the overall mission of the Department as a unit of government;
(O) To effectively manage the work force; and

(P) To take actions necessary to carry out the mission of the Department as a governmental unit.

Section 4.2: Reservation of Rights

Unless specifically limited by the express language of this Agreement, the City Council and City Manager retain their full legal discretion and authority to manage the Municipality and its employees as authorized or permitted by law.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1: Discrimination

Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, marital status, national origin, disability, political affiliation with or non-affiliation with the OPBA and the OPBA shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 5.2: Gender and Plurals

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 words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6
REPRESENTATION RELEASE TIME

Section 6.1: Bargaining Unit Associate

One bargaining unit Associate or in his/her absence, Alternate, will be permitted sufficient time off to attend to OPBA matters within his/her capacity, not to exceed one work day per month. During such service in this position, the Associate shall continue his/her entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he/she was at all times performing his/her scheduled job-related duties.

The Associate or his/her Alternate shall be granted time off not to exceed three (3) days per calendar year to perform duties or to attend conferences. The conditions for such release time shall comply with the same conditions established in the above paragraph of this Article.

For collective bargaining negotiation purposes only, the bargaining committee (no more than two members) shall participate in contract negotiations on a "no loss, no gain" basis, with regard to their individual wages and benefits and shall remain available for any duty-related call during negotiations.

Section 6.2: Official Roster

The OPBA shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

(A) Name; and

(B) Position held.

ARTICLE 7
NO STRIKE·NO LOCKOUT

Section 7.1: No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the OPBA recognize their mutual responsibility to provide for uninterrupted services to the citizens of Springboro. Therefore:

> The OPBA 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, work stoppage or slowdown for the duration of this Agreement. The OPBA and members understand and agree that any violation of this provision may result in disciplinary action including, but not limited to, removal from employment.

Section 7.2: 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 members of the OPBA as a result of a labor dispute with the OPBA provided that OPBA members are not in violation of Section 7.1 of this Article.

ARTICLE 8
GRIEVANCE

For the purposes of this Agreement, a "Grievance" is a claim by an employee or group of employees that there has been a violation, misinterpretation or misapplication of provisions of this Agreement or that there has been a failure to properly impose discipline.

It is the policy of the City that employees' grievances be properly received, heard, and answered. The purpose of this procedure is to obtain at the lowest administrative level, in the shortest reasonable time, equitable solutions to grievances which conform to this Agreement.

Section 8.1: Election of Remedy

Nothing in this procedure is intended to deny employees' redress to their legal rights, including the right to appeal to the Ohio Civil Rights Commission, the federal Equal Employment Opportunity Commission, or any court of competent jurisdiction, except that matters which are grievable shall be decided solely through the Grievance Procedure. Grievable issues may not be submitted to any court or outside agency because the parties have bargained and agreed upon the exclusive method of resolving such disputes as set forth in this Master Contract.

If a grievable issue is submitted to a court or outside agency in violation of this Master Contract, the City may suspend this grievance procedure and move the court to dismiss the matter based on this Master Contract. If the court fails to dismiss the matter within thirty (30) days after the filing of such motion, the grievance shall be deemed waived by the grievant(s) and

the City shall have no legal duty to process the grievance further. The decision of the arbitrator regarding a grievance shall be final and may not be reviewed by a court except as provided in the Ohio Arbitration Act, R.C. 2711.01, et seq.

Section 8.2: Settlement; Advancement of Grievances

(A) Grievances should be settled at the earliest possible step of the procedure. The employee shall proceed through the steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted. Failure of a grievant to strictly observe the time limits shall constitute a waiver of the grievance which relieves the City of the duty to process the grievance further. A grievance may be refiled only within the time limit applicable to the original grievance.

(B) Any grievance not answered by the City within the stipulated time limit tor a step in the process may be advanced by the grievant or the OPBA to the next step.

Section 8.3: General Provisions

(A) An individual grievance may be initiated only by the person directly and adversely affected by the alleged violation, misinterpretation and/or misapplication.

(B) A group grievance must allege a violation, misinterpretation or misapplication which directly and adversely affects two (2) or more named employees. Group grievances shall include a signature page signed by those members who wish to be included in the remedy.

(C) No person shall be considered a grievant or be eligible for a remedy unless that person's name appears on the grievance form.

(D) No grievance may be amended except by agreement of the parties once the time limit for filing has expired. If an amended grievance is filed, whether or not by the parties' agreement, the time limit for the City's response shall be based on the date of filing of the amended grievance.

(E) Employees may submit grievances without the assistance of an OPBA representative, Associate or alternate.

(F) Arbitration is not available to grieve discipline other than termination, demotion or suspension without pay.

(G) No grievance may be filed regarding a termination, demotion or suspension without pay until after the City Manager has taken final action pursuant to Chapter 11. Such grievances shall be processed directly to the arbitration step.

(H) To be presented at Step 1, a grievance shall be reduced to writing and shall include, at a minimum, the following information:

(1) A plain and concise statement of the grievance, citing all Articles, Sections and/or Subsections of this Agreement, which are alleged to be violated, misinterpreted and/or misapplied.

(2) A statement of the relief sought as to all or each of the named grievants.
(3) The date on which the written grievance was delivered to the appropriate step.
(4) Name(s) of grievant(s).

Section 8.4: Grievance Procedure

Step 1: Immediate Supervisor

Any employee or OPBA representative having a grievance shall present his or her grievance in writing to the Lieutenant or Designee. In order for the grievance to be recognized, it must be presented within seven (7) days from the date of the incident giving rise to the alleged grievance. Within seven (7) days from the date the employee first presented the grievance, the Lieutenant or Designee will attempt to resolve the matter, and will return a copy of the grievance along with his response to the Grievant or OPBA representative.

Step 2: Department Head- Chief

If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance to the Chief within seven (7) days of the date the reply was received or was due in Step 1. The Chief will meet with those concerned and otherwise attempt to resolve the matter within seven (7) days of receipt of the written grievance.

The Chief after review and investigation of all matters of fact relative to the grievance shall issue a written decision, attached to the grievance form, back to the Grievant within seven (7) days following the meeting.

Step 3: City Manager

Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance to the City Manager or designee within seven (7) days of the date of receipt of the Step 2 answer or date the answer was due. The City Manager or designee will review the grievance and all responses within fourteen (14) days following the date he received the grievance. If the City Manager or designee determines the previous responses were adequate and proper, he/she will so inform the grievant within fourteen (14) days following the day he received the grievance.

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

Conduct a meeting with all parties involved in attendance and available for questioning within fourteen (14) days following receipt of the grievance. The City Manager or designee will inform the grievant of the decision within seven (7) days after the meeting, by attaching their decision to the grievance form.

Step 4: Arbitration

If the grievant is dissatisfied with the decision of the City Manager, the matter may be taken to arbitration by the OPBA by filing with the City Manager, within fourteen (14) days of his decision, a written Notice of Intent to Arbitrate. Within fourteen (14) days thereafter, the City and the OPBA shall by joint letter solicit nominations from the Federal Mediation and Conciliation Service for an arbitrator to hear the case. Alternatively, the parties may mutually select an arbitrator. The arbitrator's decision and award shall be in writing and set forth all facts

relied upon in making the decision. In developing the decision, the arbitrator shall have no power to add to, subtract from, contradict or otherwise modify the express written terms of this Agreement.

When issued in accord with the procedures and limitations set forth above, the arbitrator's decision and award shall be final and binding on the parties subject to an appeal as set forth in Section 8.1 above. Both the City and the OPBA shall share equally in the cost of the arbitrator. Any party requesting a transcription shall pay the cost thereof.

Section 8.5: Exceptions to Procedure

Where a grievance cites issues of law which the respondent (individual hearing the grievance) cannot address, the grievance shall be forwarded to the City Law Director for an opinion before proceeding. The City Law Director shall respond within seven (7) days.

Section 8.6: Waiver of Time Limits and Forms

Time limits as set forth in the procedure may be extended by mutual agreement of the parties in writing.

Section 8.7: Forms

All grievances under this procedure shall be written on forms provided by the OPBA. The City may respond on its own forms, as long as, the response is attached to the grievance form.

ARTICLE 9
LAYOFF AND RECALL

Section 9.1: Seniority List

A seniority list for the bargaining unit shall be kept by the City and shall be updated yearly. A copy shall be available for inspection, in a location designated by the Chief, and a copy shall be supplied to the OPBA. Seniority is defined under Section 1.5.

Section 9.2: Layoff Notification

When the City determines that a layoff or job elimination is necessary, it shall notify the affected employees at least seven (7) calendar days in advance of the effective date of the layoff or job elimination. The City, upon request from the OPBA, agrees to discuss with representatives of the OPBA the impact of the layoff on bargaining unit employees. Part time and seasonal employees will be laid off first.

Section 9.3: Loss of Seniority

An employee shall lose seniority if he/she:

(A) Quits or resigns;
(B) Is discharged;
(C) Is absent for three (3) consecutive days without notice;
(D) Is disabled from employment in unpaid status for one year or more.

Section 9.4: Recall Notification

Notice of recall shall be sent to the employee by certified mail with a copy to the OPBA. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee or providing personal service to the employee.

Section 9.5: Time Limits

Employees shall be retained on the recall list and have recall rights under this Article for a period of two (2) years. The recalled employee shall have seven (7) days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have seven (7) additional days to report for duty, unless a different date for returning to work is specified in the notice or otherwise mutually agreed by the parties.

Section 9.6: Probationary Period

All new employees, or employees promoted to the rank of sergeant, shall serve a probationary period of twelve (12) months. Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to finish such probationary period. City management may extend, at its discretion, the probationary period one time for an additional three months. During the probationary period, employees shall not have access to the grievance or arbitration provisions of this Agreement with respect to matters of discipline or discharge.

ARTICLE 10
ORDINANCES, RULES AND REGULATIONS

Section 10.1: Ordinances

The City agrees to furnish the OPBA with a copy of any ordinance pertaining to the Police Department which will affect this Agreement and is pending before the Springboro City Council.

Section 10.2: Rules and Regulations

The City has the right to promulgate reasonable work rules, policies and procedures consistent with its charter or statutory authority to regulate employees in the performance of the City's police services and programs. To the extent any work rules, policies and procedures have been or will become reduced to writing, every employee shall be provided copies.

Work rules, policies and procedures are to be interpreted and applied uniformly to all employees covered by this Agreement under similar circumstances.

ARTICLE 11
INVESTIGATIONS AND DISCIPLINE

Section 11.1: Investigations

When a Bargaining unit member is the subject of an internal investigation or a criminal investigation resulting from on duty or off-duty conduct and is to be questioned as part of an investigatory interview, he may bring with him either an attorney and/or representative of his choice. All other Bargaining unit members questioned as part of an internal investigation may

bring with them a representative of their choice. If the attorney or representative is unavailable at the time of the scheduled investigatory interview, the employee shall be given a reasonable opportunity to secure the person's attendance prior to the interview proceeding. Such request will not interfere with or delay the investigation for a reasonable time, not to exceed twenty four (24) hours. Bargaining unit members shall be advised of their Constitutional rights in accordance with the law.

Section 11.2: Pre-Disciplinary Conference

(A) If the Chief of Police determines after review of the internal investigation, that an employee may be disciplined for conduct which may result in termination, demotion or a loss of pay, i.e., pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct as set forth below.

(B) Not less than forty eight (48) hours prior to the scheduled starting time of the conference, the Chief of Police will provide to the employee a written outline of the charges which may be the basis for disciplinary action and the time and place at which a pre-disciplinary conference will be held. The employee must do one of the following:

(1) Timely appear at the conference to present an oral or written statement in his or her defense;

(2) Timely appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or

(3) The employee may elect to waive the conference by advance written notice to the Chief of Police.

Failure of the employee to appear as described above shall constitute a waiver of the opportunity to have a pre-disciplinary conference. The time of the conference may be continued upon advance request of the employee for good cause shown, but only one (1) such continuance may be granted.

(C) Pre-disciplinary conferences will be held by the Chief of Police or designee.

(D) At the pre-disciplinary conference the employee may present any testimony or documents which explain whether or not the alleged conduct occurred. The employee may be represented by the OPBA or legal counsel of their choice. However, no conference will be delayed more than forty-eight (48) hours to enable an employee representative to attend unless mutually agreed in writing.

(E) A written Report and Recommendation shall be prepared by the Chief of Police or designee for the City Manager's review. The Report and Recommendation shall summarize the material and relevant facts of the case and may recommend disciplinary action either specifically or generally. The Report and Recommendation shall be furnished to the Employee and City Manager within ten (10) days following the conclusion of the pre-disciplinary conference. The City Manager shall review all the facts

of the case as presented in the Report and Recommendation and may conduct or authorize additional investigation. The City Manager shall either approve, modify or disapprove the Recommendation of the Chief of Police or designee within ten (10) days after receipt of the Report and Recommendation, or within ten (10) days after the conclusion of the City Manager's investigation, whichever last occurs.

(F) Violations sustained at this pre-disciplinary conference may result in disciplinary action ranging from an oral warning or counseling up to and including termination of employment. Any discipline involving loss of pay or termination shall be approved by the City Manager prior to implementation.

(G) The procedures available to employees under Articles 8 and 11 provide the exclusive means of resolving disputes regarding employee discipline.

Section 11.3: Disciplinary Procedure

(A) No employee shall be disciplined except for just cause.

(B) The principles of progressive discipline will be generally followed with respect to minor offenses, but shall not be applicable to major offenses.

(C) The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

(D) The City agrees not to suspend, demote or discharge an employee without first conducting a pre-disciplinary hearing.

(E) A hearing is not required to place an employee on paid administrative leave.

(F) All disciplinary procedures shall be carried out in a private and in a businesslike manner. No public disclosures of any disciplinary action taken or proposed against any employee shall be made unless and until criminal charges are filed or a bona fide public records request is made for such information.

ARTICLE 12
PERSONNEL FILE

Section 12.1: Personnel File

The City will permit employees to access their personnel files promptly, upon request, at a mutually convenient time and place. Only one official personnel file will be maintained by the City. Disciplinary records will be retained in files in accordance with the Ohio Public Records laws. Discipline resulting in no more than a verbal or written warning or counseling shall cease to have force and effect after one (1) year of continuous full time employment without discipline. Discipline resulting in a suspension shall cease to have force and effect after four (4) years of continuous full time employment without discipline except that prior discipline may be used to establish that an employee was advised or made aware of the standard of conduct expected of the employee.

ARTICLE 13
LABOR MANAGEMENT MEETINGS

Section 13.1: Meetings

In the interest of sound labor management relations, the OPBA and the City will meet at agreeable dates and times for the purpose of discussion such matters as the administration of the Agreement; changes made by the City which might affect bargaining unit members; grievances which have not been processed; any topics of mutual concern; methods of improving efficiency, and health, safety and training issues. At least one (1) such meeting will be scheduled annually by the City or the OPBA. Additional meetings may be scheduled by mutual consent. Labor/management meetings will be scheduled promptly on a date mutually agreed upon by the parties. Upon request, the parties shall exchange a list of topics to be discussed at least seven (7) days prior to the scheduled date of the meeting. Other items may be discussed by either party after the formal agenda has been addressed. Employee attendance at Labor/management meetings shall be unpaid unless required by management or occurring during the employee's on-duty time.

ARTICLE 14
EQUIPMENT, TRAINING AND WORKING CONDITIONS

Section 14.1: Safety Policy

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

Section 14.2: Safe Equipment

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

Section 14.3: Employee Responsibilities

The OPBA and employees recognize the responsibility of employees to engage in safe working methods and to safely and properly operate and maintain all equipment in a safe manner. The OPBA and employees further recognize that failure to follow safety rules or to properly or safely operate all equipment may result in discipline, up to and including removal.

Section 14.4: Training

The City agrees to supply training, equipment and materials for such training as is required by the State or City as a condition of employment. Each officer shall be given a minimum of 20 hours of training each full year of employment. Additional training may be offered or assigned by the Chief of Police in accord with the needs of the department.

Section 14.5: Lunch Periods

Each employee shall be granted a paid meal period during each regular work shift, subject to the unique demands of law enforcement.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1: Scheduling

All hours worked in excess of the scheduled eight (8) or nine (9) hours in one day or eighty (80) hours in one pay period will be paid at one and one-half (1½) times the employee's regular straight time hourly rate. The words "hours worked" shall include all hours during which the member is in paid status.

The work day will be defined as an eight (8) or nine (9) hour scheduled work day depending on a member's current location in the scheduled format, and a normal pay period shall be defined as eighty (80) hours. It will not be considered a twenty-four hour period from midnight to midnight. For example, an employee working 2300-0700 hours can be scheduled for the next work day 2000-0400 hours without paying overtime. Any shift changes that involve less than eight (8) hours between shifts will be paid at one and one-half (1½) for all hours worked on the succeeding shift.

Section 15.2: Scheduling

The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the work week for the purpose of avoidance of overtime.

Time worked on the first or second consecutive regular day off due to work schedules being changed at the request of the member or trading hours off by mutual consent of members, or time worked as result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates, notwithstanding Section 15.1. Supervisor approval is necessary for any trading of hours off by employees.

The words "hours worked" as used in this section shall include all hours during which the member is on paid status. Schedules shall be posted at least seven (7) days in advance.

Days off should not be split except if necessary for schedule rotations every four (4) months or to address special circumstances. Rotation of schedules as a result of the employee's shift selection shall not be considered for overtime.

Section 15.3: Call-In Pay

"Call-in" occurs when a supervisor specifically requests an employee return to work after completion of his regular schedule but before he is scheduled to return to work.

When an employee is called in, he shall be paid at one and one-half (1½) times the member's regular rate for the time worked but no less than two (2) hours for such call-in.

Section 15.4: Court Time

For each appearance while off duty, and except for hours contiguous to their normal work schedule, employees shall be paid at one and one-half (1½) times the regular hourly rate for the actual hours at court but no less than three (3) hours for such appearance. For each court

appearance on an employee's scheduled off day, the employee shall receive no less than four (4) hours for each appearance. Actual driving time, not to exceed the time required to drive between the court and Police Department, is compensable as time at court.

When an employee appears as a witness in multiple cases in one day, there can be no pyramiding of paid time. Cases that are scheduled to begin during or within one (1) hour following the three or more hours compensated pursuant to a previous appearance will be deemed a continuation of the previous appearance and the employee will be compensated for the actual time spent at court for all such connected appearances, with an aggregate minimum of three hours paid.

When an employee elects to drive a personal vehicle to court, or a city vehicle is not available, the employee's compensation shall be subject to three and one-half (3-1/2) hours to compensate the employee for use of personal vehicle, fuel, parking and all other transportation related expenses and to avoid the administrative costs of expense itemization and reimbursement.

For any court appearance the Employee shall contact, by telephone, the appropriate court clerk during normal business hours within two (2) hours prior to the court appearance to determine whether the court appearance remains on the court docket. For court appearances that are scheduled prior to 11:00 am, the Employee shall contact, by telephone, the appropriate court clerk within the last two (2) normal business hours of the previous day.

Section 15.5: Compensatory Time

Employees shall have the option of receiving overtime compensation in the form of compensatory time off at the rate of one and one-half hours off for each hour of overtime worked. No employee shall be permitted to accrue more than 240 hours of unused compensatory time. Any employee who has accrued compensatory time to the 240 hour limit shall be paid for any overtime worked. All unused compensatory time shall be paid on the first pay date in December at the overtime rate in effect when the compensatory time was earned. Compensatory time shall be available only as a result of regular duty work, and not as a result of working special duty assignments such as, but not limited to, school functions and community events. Compensatory time may be used in conjunction with vacation time to account for the additional hours associated with an eight (8) or a nine (9) hour work day.

Section 15.6: Pyramiding

There shall be no pyramiding of pay for the same hours worked.

ARTICLE 16
HOLIDAYS/VACATION

Section 16.1: Holidays

The following holidays shall be granted to each employee and holiday pay of eight (8) hours for each listed holiday shall be provided, unless a greater number of hours are worked. If an Employee calls off sick the day before the holiday, the day of the holiday, or the day following the holiday the Employee will not receive holiday pay.

1. New Years Day
2. Good Friday
3. Memorial Day

4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. The Friday after Thanksgiving Day
8. Christmas Day
9. Christmas Eve Day
10. Martin Luther King, Jr. Day

Section 16.2: Holidays Worked

In addition to receiving holiday pay for the holidays above, any employee who works on a holiday shall be paid one and one-half (1½) times his/her regular rate of pay for holiday hours worked. Employees shall have the option of accruing compensatory time, rather than pay at the overtime rate, for the employee's regularly scheduled hours worked on the holiday for any of the holidays referenced above.

Section 16.3: Holiday and Vacation Scheduling

Holiday and vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Insofar as practicable, the holiday and vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by classification. By January 31st of each year, the employee shall by seniority, select their vacation. After January 31st of each year, vacation and holidays shall be on a first come, first serve basis. Accumulated vacation time may be taken in a minimum of four (4) hour increments. Consecutive days off requested shall count as one request.

Section 16.4: Accumulated Time

Vacation leave shall be computed on the basis of a regular work week at the applicable straight time rates. Vacation leave is accrued from the beginning date of regular, continuous fulltime employment. When an employee does not use entitled vacation per the schedule below within an anniversary year, no more than forty (40) hours of accrued but unused vacation leave may be carried over into the next year. Further, no more than forty (40) hours of posted vacation time may be taken as compensation. Any vacation leave earned but not used either as a vacation, taken as compensation or carried forward into the next calendar year as permitted by this section shall be deemed waived by the employee.

On January 1 of each year, each regular full-time non-probationary employee shall be permitted to take the vacation leave allowed by their anniversary date during that year. If for any reason the employee is separated from employment before the anniversary date, the employee shall compensate the City for any vacation leave taken in excess of that which was actually accrued as of the date of separation. When feasible, the City may obtain such compensation by payroll deduction. Full-time employees shall be entitled to vacations as follows:

1 through 5 full years:	2 weeks
6 through 12 full years:	3 weeks
13 through 19 full years:	4 weeks
20 full years or more:	5 weeks

16.5: Vacation Cancellation

When an employee obtains approval to take earned vacation time off, unless there are special circumstances or the cancellation is agreed to, the approved time off will not be canceled less than 72 hours in advance.

16.6: Personal Days

In addition to the holidays within Section 16.1, employees shall receive four (4) personal days per year. Requests for personal days must be submitted to the Chief of Police or designee for approval at least seventy-two (72) hours prior to the employee taking the time off. Employees are required to take personal days as a full scheduled work day as defined by Section 15.1.

ARTICLE 17
INSURANCE

Section 17.1: Health Insurance

During the term of this contract, the City shall provide and pay premiums for group health insurance policies covering Employees, spouses and dependent children against major medical, optical, dental, hospitalization, and prescription drugs and related health care costs on such terms and conditions, including, but not limited to, annual or other deductibles, exclusions, co-pays and other limitations as City may elect in its discretion. Such insurance plans may or may not include either health maintenance organizations (HMO), preferred provider organizations (PPO) or similar programs in the exercise and discretion of the City. Bargaining Unit Employees will be offered the same insurance policies and premium contributions as all other eligible non-union City Employees.

Employees shall make all necessary and appropriate elections and timely submit all correctly and accurately completed documents to enroll for any applicable program. Any Employee failing to enroll according to the specific terms and conditions of any program shall not be held against the City but shall be considered the sole responsibility of the Employee or other covered individual. Each employee shall contribute, and the City is authorized to withhold and deduct from Employee's pay and other compensation, an amount equal to fifteen percent (15%) of the current monthly costs of insurance premiums paid by all full-time non-union employees for the same coverage.

Employees or other covered individuals shall be solely responsible to pay any health care provider any other out-of-pocket health care cost, including, but not limited to, co-pay amounts, deductibles and non-covered expenses.

To the extent, during the term of this Agreement, group health insurance coverage shall be modified in any way because of unilateral changes, modifications or amendments implemented by the insurance carrier, including, but not limited to, increases in cost of insurance premiums or other out-of-pocket expenses, the City shall have no further duty to bargain with the Union about the terms and conditions or effects of such unilateral changes by the insurance carrier. However, prior to implementing any changes the City will inform the Union, as well as, provide education regarding the new changes to all bargaining unit members.

Section 17.2: Life Insurance

During the term of this Agreement, the City shall provide and pay premiums for group life insurance policies insuring Employees in the event of death. Death benefits provided for any

Employee shall be equal to the Employee's respective regular base hourly wage times two thousand (2,000).

All premiums for group life insurance shall be paid by the City without contribution from Employees. Provided, however, that to the extent available to any Employee to purchase additional life insurance coverage according to the specific terms and conditions to the group life insurance policy, plan or program, any such Employee electing such additional life insurance coverage or benefit shall pay, and the City shall withhold and deduct from pay and any other compensation, the additional premium cost for such additional life insurance coverage or benefits.

Section 17.3: Indemnity

The City shall assume the defense, indemnify and hold Employees harmless from all defense costs and expense, shall pay and satisfy any judgment related to any civil claim or suit arising from any negligent act or omission related to the performance of Employee's employment provided, however, the City shall have no obligation to defend, indemnify, hold harmless nor pay and satisfy any judgment related to any civil claim or suit in which the City is a party adverse to the Employee, and provided further, however, the City shall be permitted to fulfill all of its obligations under this Paragraph 17.3 by tendering the defense of any civil claim or suit to an insurance carrier under a liability insurance policy purchased by the City.

As a condition to the City's obligations under this Paragraph 17.3, the Employee must promptly and immediately notify in writing the City Manager of any pending or threatened civil claim or suit, shall cooperate fully in the defense of any civil claim or suit, and does hereby acknowledge and authorize the City to settle, resolve, and compromise any civil claim or suit on terms and conditions in the City's, or City's insurer, sound discretion. The Employee may select and retain separate counsel, at the Employee's own cost and expense, to defend any claim or suit.

ARTICLE 18
TUITION REIMBURSEMENT

Section 18.1: Tuition Reimbursement

The City shall provide educational reimbursement pursuant to City ordinance. The City agrees to provide this educational reimbursement for the life of the agreement and agrees not to delete or decrease this benefit during the term of this Agreement subject to negotiations for a successor Agreement or amended by City Ordinance during the term of this Agreement which modifications will not become effective until this Agreement expires.

ARTICLE 19
LEAVES

Section 19.1: Injury Leave

Employees disabled and unable to perform the duties of the position as a result of physical injury sustained within the scope of municipal employment shall be placed on injury leave. During the period of disability and injury leave, employees placed on injury leave shall continue to be paid wages at their regular hourly rate of pay, for the employee's regular workday, for all days regularly worked. The period in which injury leave is recognized and injury leave wages continue to be paid shall not exceed ninety (90) calendar days. The City may, at its sole

discretion, increase this amount on a case by case basis. The City refusing to increase this amount will not be a permissible subject of a grievance.

Injury leave and continued wage payments shall begin on the date a qualified physician certifies in writing to the City the results of medical examination diagnosing Employee's medical condition, causal relationship to the performance of the Employee's duties, incapacity and disability to perform work-related duties and estimating in good faith the length of time the Employee to be so disabled.

Notwithstanding passage of less than ninety (90) calendar days, injury leave and continued wage payment shall terminate immediately at the time the Employee becomes capable of performing job duties as determined by any qualified physician, including, but not limited to, a physician of the City's choice (after independent medical examination of the Employee at the expense of the City), a physician acting on behalf of the employee, or a physician engaged by an insurer or other governmental agency. In addition to or in lieu of injury leave, the City may, at its discretion, require an employee to participate or work in a transitional work program to positions within the Police Department.

Any funds incorrectly and improperly received by an Employee because of injury leave must be promptly reimbursed to the City. In addition to other legal remedies for nonpayment, the City is authorized to withhold and deduct any unreimbursed funds from the employee's payroll or from other payments to be made by the City, without prior notice to the employee.

Section 19.2: Sick Leave

(A) For each completed eighty (80) hours in active pay status, an employee will be credited with 4.6 hours of sick leave. (Active pay status may be defined as hours worked, hours on approved leave, and hours on paid sick leave.) The amount of sick leave time any one (1) employee may acquire is unlimited. Sick leave shall be charged in minimum units of 30 minutes. Employees absent on sick leave shall be paid at the regular rate.

Employees who transfer between departments, or agencies or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment, will be credited with any unused balance of sick leave. All employees will be eligible for payment of sick leave upon retirement. Such payments shall be based on the rate of pay of the employee for up to and including 240 hours. All hours over 240 shall be paid out at the rate of one-fourth (¼) the value of those hours.

(B) Sick-leave may be requested for the following reasons:

(1) Illness of the employee or an injury, or illness in the immediate family where the employee's presence is reasonably necessary. With permission, the employee may also use available vacation leave, personal leave or compensatory time off in lieu of, or as an extension of, sick leave.

(2) Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

(3) Medical, dental or optical examinations or treatment of employees or such examinations or treatments to a member of his/her immediate family, where the employee's presence is reasonably necessary; however, this provision is not intended to permit use of sick leave for routine office examinations or treatments which have been scheduled in advance. Employees shall make all reasonable efforts to schedule all examinations and treatments on non-work hours or non-work days.

(C) An employee requesting sick leave shall cause notification to his/her immediate supervisor of the fact and the reason no later than one-half (1/2) hour prior to the time he/she is scheduled to report to work unless other arrangements have been made with the supervisor. Supervisors may grant requested sick leave after speaking with the employee. If the employee's request does not meet the criteria established for use of sick leave, the City may deny the sick leave upon request. If a supervisor is unavailable at the time of the request, the employee and a supervisor will communicate with each other during the day the employee is absent.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave, compensatory time, personal time, and vacation leave may, at the discretion of the Police Chief and City Manager, be granted an unpaid personal leave of absence.

(D) Immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any other person living with the employee on a continuous basis.

(E) An employee returning to work after an illness of three or more consecutive days shall, upon request of a supervisor, provide a written statement by a physician indicating the nature of the illness and attesting to the employee's capability of returning to work. A physician's statement may also be required for the consistent use of sick leave used (1) as it is accrued; (2) on the same day of the week; (3) on the day(s) before and/or after regularly scheduled days off or holidays; (4) following overtime assignment, adjacent to other paid leaves; and (5) any other instance in which a supervisor has reasonable belief that a misuse of sick leave has occurred.

(F) Consistent with the practice of the City of Springboro for non-union employees, bargaining unit employees shall receive a separate check for $500.00 (subject to tax deductions) after working twenty-six (26) consecutive pay periods without using sick time.

Section 19.3: Military Leave

Qualifying employees shall receive Military Duty Leave in accord with the requirements of the Ohio Revised Code.

Section 19.4: Bereavement Leave

The City shall grant two (2) days of bereavement leave with pay on the occasion of the death of an immediate family member as defined in Section 19.2 (D). The Chief of Police may require reasonable proof of death. One day's leave shall be granted for the attendance at the funeral or memorial service of any aunt or uncle who is a blood relative of the employee. Additionally, upon approval of the Police Chief, employees may reasonably utilize sick leave and/or compensatory time to extend bereavement leave beyond the two (2) days referenced above.

ARTICLE 20
MISCELLANEOUS

Section 20.1: Expense Reimbursement

The City shall reimburse employees for all job related expenses, including meals, when not otherwise provided, while working on special assignments outside of Warren and Montgomery County. The employee must submit necessary receipts along with the request for payment. For purposes of this Section, use of a personal vehicle to respond to or from the employee's assigned duty station is not reimbursable travel. The employee's duty station may be the City Building, one of the City schools, or any of the courts located in Warren or Montgomery County.

Employees required to use, with the approval of the Employer, their personal vehicle on official business of the Employer shall be reimbursed at the current IRS rate per mile for all actual and necessary miles traveled.

Section 20.2: Copies of Agreement

The City will provide each covered employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is executed by both parties.

Section 20.3: Preparation of Agreement

The final copy of the Agreement will be produced by the City.

ARTICLE 21
COMMUNICABLE DISEASES

Section 21.1 Prevention

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

The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with employees with

terminal illness seeking to utilize the pension system disability program and/or retirement system that provides viable options for that affected employee.

As with safety issues the OPBA and the employees all recognize and agree that employees shall follow rules and standards of conduct regarding communicable diseases and that they will be responsible for violations of the rules and standards regarding communicable diseases and will utilize all equipment and supplies provided to reasonably protect the employee from contracting communicable diseases within the work environment.

ARTICLE 22
EQUIPMENT/CLOTHING

Section 22.1: Supplying Uniforms and Equipment

The Employer shall supply, at no cost to the employee, all necessary uniforms, accessories, and equipment.

Section 22.2: Replacement

When normal wear and tear or damage, as a result of the employee's duties, necessitates replacement of any of the above items, the employee shall request of the Chief of Police replacement of such items and shall turn in the unserviceable item upon issuance of the replacement. Ballistic vests shall be properly fitted and shall be replaced according to manufacturers' specifications. No later than two (2) months before the expiration date, the Employee shall report to the Employer the need to replace the ballistic vest. If timely notified by the employee, the Employer shall order the replacement vest prior to the original vest's expiration date.

Section 22.3: Cleaning

The Employer shall provide and pay for all necessary cleaning of uniforms.

ARTICLE 23
WAGES

Section 23.1: Wage Schedules

A graduated wage scale is hereby instituted for this position. Upon appointment to this position, the wage for a Sergeant shall begin at an hourly rate 10% higher than the base hourly rate of the highest paid patrol officer, excluding FTO and OIC incentive pay. After 6 months of satisfactory service and performance, the wage shall increase to an hourly rate of 12% higher than the base hourly rate of the then highest paid patrol officer. After a one-year probationary period is served, the wage shall increase to an hourly rate 16% higher than the base hourly rate of the then highest paid patrol officer's hourly rate.

Section 23.2: Educational Incentive

Any bargaining unit member who possesses a two (2) year degree in Criminal Justice/Law Enforcement or a Bachelor of Arts or a Bachelor of Sciences degree from a four (4) year program at an accredited college or university and who has at least two (2) years of experience as a full-time City of Springboro police officer shall receive compensation 3% greater than the rates set forth above.

ARTICLE 24
DURATION OF AGREEMENT

Section 24.1: Term

This Agreement shall be effective on December 1, 2012, and shall remain in full force and effect through November 30, 2015.

Section 24.2: Amendment

If either party desires to modify, or amend this Agreement, it shall give written notice of such intent not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement. Such notice shall be by any acceptable means.

Signed this 23rd day of October, 2012.

FOR THE CITY OF SPRINGBORO:

Christine A. Thompson
City Manager

Christopher J. Pozzuto
Assistant City Manager

Todd M. Ellsworth
Labor Counsel for City of Springboro
DOWNES FISHEL HASS KIM LLP

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Joseph Hegedus
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