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AGREEMENT BETWEEN THE

CITY OF STRUTHERS

AND

FRATERNAL ORDER OF POLICE LODGE No. 41, UNIT B (CAPTAINS UNIT)

Case Number 2013-MED-03-0328

Effective January 1, 2014
Through December 31, 2016

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PREAMBLE

The Collective Bargaining Agreement entered into by and between the City of Struthers, Ohio, hereinafter referred to as the "City," or the "Employer," and the Struthers Fraternal Order of Police Lodge No. 41, Unit B, hereinafter referred to as the "Union," or "FOP" has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
RECOGNITION

Section 1. Included. The City hereby recognizes the Fraternal Order of Police Lodge #41, Unit B, (FOP) as the sole and exclusive bargaining agent of all full-time captains for the purpose of collective bargaining and any and all matters related to wages, hours, and working conditions of all full-time Captains in the bargaining unit.

Section 2. Excluded. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

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

ARTICLE 2
NON-DISCRIMINATION

Section 1. Non-Discrimination. Neither the City, its agents, agencies, or officials nor the F.O.P., its agents or officers, will discriminate against any sworn police officer on the basis of race, color, national origin, sex, ancestry, age, religion, handicap, genetic information, as provided by law, union or non-union affiliation. The City agrees not to interfere with the desire of any sworn police officer to become or to remain a member of the Union, and the Union agrees not to discriminate or interfere with the desire of any sworn police officer to refrain from union membership or participation.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEE

Section 1. Union Membership. All employees in the bargaining unit shall be eligible to become members of the Union and to retain such membership.

Section 2. Dues Deductions. The Employer, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include

uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Township will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month. The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

Section 3. Fair Share Fee. In recognition of the Association's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Association by paying to the Association a fair share fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

Section 4. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 5. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union 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 Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 4
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Mayor, the Chief, and/or their designees shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

A. Notify the Union of changes made by the Employer that affect bargaining unit members;

B. Discuss the grievances that have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief of Police/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 5
SENIORITY

Section 1. Total Seniority. Total Seniority is the length of accumulated full-time service as a sworn police officer with the City of Struthers, Ohio. Total service for the purpose of computing time for seniority shall include time employed under Community Employment Training Program.

Section 2. Classification Seniority. Classification seniority is the length of accumulated full-time service as a sworn police officer in a specific classification represented by the Union (i.e., police officer, captain, etc.).

Section 3. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days.

Section 4. Vacations and Compensatory Time. For the purpose of vacations and compensatory time, a member with the greatest seniority in his job classification shall be given priority of preference.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the City with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. direct, supervise, evaluate, or hire employees;

C. maintain and improve the efficiency and effectiveness of governmental operations;

D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. to determine the adequacy of the work force;

G. to determine the overall mission of the Employer as a unit of government;

H. to effectively manage the work force; and,

I. to take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 7
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code sections 9.44, 124.01 through 124.56, 737.07, 742.371, nor any local ordinance of the City of Struthers or Rules and Regulations of the Civil Service Commission of the City of Struthers, pertaining to wages, hours, terms and other conditions of employment shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. The parties agree that the conduct and grading of entry level civil service examinations (as related to the City of Struthers Civil Service Commission), the establishment of entry level eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

Section 3. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, the following contract articles and/or sections specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article	Statute/Regulation Preempted (All statutory references are Contract Article Intended to Include the Related OAC/MCSC Rules and Regulations)
Article 9, Discipline	ORC 124.34; ORC 733.35; ORC 737.12
Article 10, Grievance Procedure	ORC 124.34
Article 10, Arbitration Procedure	ORC 124.34
Article 15, Probationary Periods	ORC 124.27; ORC 124.34; ORC 733.35; ORC 737.12
Article 11, RIF & Recall	ORC 124.321-124.328; ORC 124.37; ORC 737.371
Article 5, Seniority	ORC 9.44; ORC 124.321-124.328; ORC 124.37; ORC 742.371
Article 19, Overtime/Court Time	ORC 737.07
Article 31, Holidays	ORC 325.19
Article 30, Vacation	ORC 9.44; ORC 325.19; ORC 737.07
Article 29, Sick Leave	ORC 124.38; ORC 124.39

ARTICLE 8
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 9
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office.

Forms of disciplinary action are:

1. Letter of instruction and cautioning.

2. Written reprimand.

3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of Record (i.e., paper suspension).

5. Fines (i.e., forfeiture of paid leave, monetary payments under the contract, etc.).

6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of any City or Department work rule, policy, or procedure, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be disciplined, suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting to be held not sooner than twenty-four (24) hours between management and the employee. Such hearing may be waived in writing by the parties.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent

with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Disciplinary Appeals. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. Administrative Leave. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be discharged and will forfeit any accrued, unused paid leave to offset the time spent on administrative leave. An employee found innocent of the charges shall be paid for any lost time. The Employer shall continue to pay the employee's insurance premiums during the leave of absence.

Section 7. Disciplinary Records. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions	twenty-four (24) months

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Definition. The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member, on behalf of which the grievance is filed, shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond at any step in the procedure, the grievance shall be deemed to have been answered in the negative, and the employee/Union may process the grievance to the next step of the

procedure in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.

Section 4. All grievances must be filed in writing on a form provided by the Union and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred.

2. Description of incident giving rise to the grievance.

3. Articles and Sections of the Agreement involved.

4. Relief requested.

5. Signature of the employee.

Section 5. Disciplinary grievances involving suspension, reduction in rank, pay, or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step. 1.

Section 6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the Union and the Employer prior to the filing of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident which gave rise to the grievance, the aggrieved employee shall submit his written grievance to the Chief of Police, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Chief of Police shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at step 1 may be submitted by the grievant to the Safety Service Director within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Safety Service Director to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The grievant may, at his option, be represented by an employee representative and/or representative of the Union at any interview, meeting, or conference held at this or any other level.

Step 3. A grievance unresolved at step 2 may be submitted by the grievant to the mayor or his, designee within seven (7) calendar days of receipt of the step 2 answer. The Mayor or his designee may meet with the grievant and a representative of the Union, if the Employer desires, within fourteen (14) calendar days of submission of the grievance to step 3, to discuss the grievance. The Mayor or his designee shall provide a written response to the grievant within seven (7) calendar days of such meeting. Grievances unresolved at step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article.

Section 7. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final

answer on a grievance from Step 3, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Selection of the Arbitrator

After receipt of a report to arbitrate, a representative of each of the parties (Union and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the Federal Mediation and Conciliation Services (FMCS) shall be jointly requested to submit a panel of nine (9) arbitrators. Upon receipt of this list, the parties shall, within fourteen (14) calendar days, strike any names to which they object, number the remaining names in order of preference, and return the list to FMCS for selection. Either party may once reject the list and request from the FMCS another list until a mutually agreed arbitrator is selected.

Hearing and Decision

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.

2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The cost and the fees of the arbitrator shall be borne equally by the parties. The expense of any witness

shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter, or request transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

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

ARTICLE 11
REDUCTION IN FORCE

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.38, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Struthers Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of funds or lack of work exists, or a reorganization in the operations of the Employer is necessary, a reduction in force shall occur (i.e., layoff or job abolishment). The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force or layoff is to be made within the force, it shall occur by total seniority within the affected classification. The member with the least amount of total seniority shall be laid off first.

A bargaining unit member residing in a higher classification/status (i.e., captain) may utilize his total seniority to displace a member with less total seniority residing in a lower classification/status. Total and classification seniority, for the purposes of reduction and recall, is calculated in accordance with Article 5 of this agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for two (2) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. All part-time, reserve, or seasonal police officers shall be laid off before instituting any layoff for bargaining unit members.

ARTICLE 12
HEALTH AND SAFETY COMMITTEE

Section 1. Committee. The Employer agrees to establish and maintain a safety committee consisting of two (2) representatives of the administration and two (2) members of the bargaining unit. It is agreed that the committee shall meet on a quarterly basis or as mutually agreed otherwise, after a written request from either party, for the purpose of discussing safety and health issues within the Department. Such meetings may occur as part of labor management meetings, pursuant to Article 4 of this agreement.

Section 2. Safety. Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

Section 3. The Employer and the Union shall comply with all applicable federal and state laws, rules and regulations with regard to safety.

Section 4. Unsafe Conditions. All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to police operations to the Chief of Police. No bargaining unit member shall be subject to any disciplinary action for such reporting. If the unsafe condition remains uncorrected after five (5) calendar days, it may be subject to the grievance and arbitration procedure of this agreement.

Section 5. Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to report safety violations, observe safety rules, regulations, and methods, or failing to appropriately use safety equipment that is provided, shall be subject to disciplinary action.

Section 6. The Union recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management or Safety Committee for discussion.

Section 7. All bargaining unit members of the Labor Management and Safety Committee shall be paid at their regular rate of pay while performing committee duties on a no loss, no gain basis.

ARTICLE 13
BULLETIN BOARDS

Section 1. The City shall provide a bulletin board at the police station for the exclusive use of members of the bargaining unit.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;

B. notice of Union meetings;

C. Union appointments;

D. notice of Union elections;

E. results of Union elections;

F. reports of standing committees and independent arms of the Union;

G. legislative reports;

H. information regarding candidates for state/federal office; and

I. law enforcement articles.

All other notices of any kind not covered in "A" through "I" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. personal attacks upon any other member or any other employee;

B. scandalous, scurrilous, or derogatory attacks upon the administration;

C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 14
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file within three (3) days of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that a Union representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the Union representative to be granted access to the personnel file once the request has been made and as soon as possible.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances

surrounding the writing of such material is necessary, the member may submit to the Chief or the Safety Service Director a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the administration or any other employees. Upon examination, the Chief of Police or the Safety Service Director shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 15
PROBATIONARY PERIODS

Section 1. Newly appointed employees to full-time police officer positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of three hundred sixty-five (365) days. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

ARTICLE 16
DRUG AND ALCOHOL TESTING

Section 1. Drug and alcohol testing shall be applied according to the Drug and Alcohol Policy presently in effect. Any change in the policy shall only be made with the mutual agreement of the parties. The current Drug and Alcohol Testing policy of the City is, by reference, hereby made a part of this agreement.

ARTICLE 17
SHIFT SELECTION/SCHEDULING

Section 1. Work Schedule. At least seven (7) days in advance, the City shall conspicuously post the regularly assigned hours, work days, and shift assignments of all members. Changes in work schedules shall be made only to meet the operational needs of the City and shall not be made arbitrarily.

Section 2. Requested Time Off. The parties agree that only one (1) sworn officer on each turn will be allowed to take time off. Further, no more than two (2) sworn officers will be allowed off on a given day.

Section 3. Bidding. In December of each year, the Employer will conduct a shift selection bid during which time bargaining unit members will be permitted to bid for their shift preference for the following year. Bidding will be conducted by classification (i.e., patrol, captain) with shift selection being awarded by classification seniority generally.

The bidding procedure does not apply to special assignment positions (i.e., detective, juvenile officer, etc.). Additionally, although classification seniority generally will govern shift selection, the Employer reserves the right to deviate from this criterion when it determines that the operational needs of the City require doing so. As a result of the bidding process, no more than one (1) office with less than three (3) years service shall end up on the same shift. Additionally, due to the safety concerns that could potentially arise during a crisis situation, the parties agree

that where the results of a bid would cause two (2) related individuals to work on the same turn, the Employer, at its sole discretion, may take action to adjust the bid for operational need.

Section 4. Related Individuals. For purposes of defining what types of relationships constitute related individuals under Section 3, the parties agree that all relationships created by blood or marriage are covered.

Section 5. Shift Exchange. Upon mutual agreement of the bargaining unit members and with the permission of the Chief of Police or his designee, the members may exchange shifts. Any shift exchange of the members shall not require payment of overtime.

ARTICLE 18
HOURS OF WORK

Section 1. Normal Work Periods. The normal work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period which shall include a lunch period of one-half (1/2) hour. A work day shall begin at the bargaining unit member's start of his shift. Each work shift shall have a regular starting time and quitting time. Forty (40) hours per week shall constitute a normal work week based on five (5) eight (8) hour work days and two (2) consecutive days off.

Section 2. FLSA Work Period. For purposes of FLSA compliance, the Employer utilizes a FLSA 207(k) work period consisting of one hundred seventy-one (171) hours worked over a twenty-eight (28) day work cycle.

Section 3. Hours of Work. A bargaining unit member shall be paid for one (1) hour of work at their regular rate of pay for each full hour worked or part of any hour worked which is thirty (30) minutes or more. Less than thirty (30) minutes of work in a given hour will be paid for on the basis of actual time worked.

Section 4. Reporting to Work. A bargaining unit member who is ordered to report for work and who so reports shall be paid a minimum of four (4) hours at the straight time rate of pay in the event no work or less than four (4) hours of work is available.

ARTICLE 19
OVERTIME AND COURT TIME

Section 1. Court Time. Any member of the bargaining unit who is on off-duty status and who must appear in any municipal, state, or federal court, or before an administrative agency or other tribunal of any nature, in any reference to his official duties as a law enforcement officer, will receive a minimum of two (2) hours and forty (40) minutes of compensatory time per session. This two (2) hour and forty (40) minutes minimum time is to be taken at the time and one-half rate of four (4) hours of compensatory time off. All time spent in any session that exceeds the court time minimum shall also be overtime, with the same conditions as above, taken as compensatory time off, at the time and one- half rate.

Section 2. Contractual Overtime. Contractual overtime shall consist of any time worked in excess of forty (40) hours in a normal work week, or overtime worked over eight (8) hours in a work day as defined in this agreement. For purposes of computing contractual overtime,

vacation time shall be used in establishing the amount of time worked per week. The overtime pay rate shall include the prorated longevity, hazardous pay and educational allowance, as applicable. A member of the bargaining unit may choose to take their overtime worked as paid compensation or as compensatory time. Such decision shall be made in the pay period the overtime was worked. The parties agree there shall be no pyramiding of overtime.

Section 3. FLSA/Contractual Overtime. Overtime due under the FLSA shall be paid in accordance with the Act. Contractual overtime shall be paid in accordance with the parties' agreement.

Section 4. Overtime Scheduling. The Employer shall determine if and when overtime is necessary. When the Employer determines that overtime and extra work assignments are necessary for unit members, they shall be rotated through a list starting with the most senior member at the top of the list followed by the next senior member, until the least senior member is at the bottom of the list. The rotation shall begin when the most senior member, at the top of the list, is contacted and asked if he wants to work overtime or an extra assignment; if the member accepts, he shall be placed at the bottom of the list and the next name moves to the top of the list. If the member is unavailable, providing a reasonable effort to contact him was made, or refuses to work overtime or extra assignment, he is placed at the bottom of the list, and the next name moves to the top of the list. The rotation continues. If the list is exhausted and no member accepts the overtime, the Chief or his designee may force a member from the top of the list to work overtime and his name is placed on the bottom of the list. The inability to work overtime, or an extra assignment due to vacation, or it is the member's regular scheduled shift, injury of the member, or a death in his family will not require the member to be removed from the top of the list.

Section 5. Captains Call-Out. Captains remain on the call-out list. If a Captain is called out to replace a patrolman, he shall receive a patrolman's overtime rate of pay. If the Captain is called out to replace a Captain or work as an officer in charge, he shall receive the Captain's overtime rate of pay.

ARTICLE 20
COMPENSATORY TIME

Section 1. Compensatory Time Generally. Compensatory time are those hours earned in overtime or for other purposes set forth in this agreement that are taken in lieu of paid compensation. Except as otherwise specifically restricted by this agreement, the Employer retains all rights to manage the administration of compensatory time under federal law. All payments made of compensatory time for cashout, separation, or utilization shall be at the employee's rate of pay at the time such payment is made or time used.

Section 2. Compensatory Time-Off Requests. Compensatory time off may be requested, by a member, to be taken in one (1) hour segments to the maximum accrual of compensatory time, providing such times are consistent with the efficient and effective operations of the Department. Use shall be subject to the approval of the Chief of Police or his designee, and such approval shall not be unreasonably denied. Compensatory time shall be accumulated to a maximum limit of four hundred and eighty (480) hours.

Section 3. Separation Payments. A bargaining unit member who is permanently separated from the Department and who has unused compensatory time to his credit shall be paid such accrued compensatory time no later than his last regular pay.

Section 4. Payment at Death. When a bargaining unit member dies, any unused compensatory time shall be paid to the surviving spouse or the estate of the deceased member.

Section 5. Cash Out Request Option. Bargaining unit members may request a pre-retirement cash payment for unused compensatory time and such request may be made twice each year of the labor agreement. Payments that are requested for the first pay period in June must be submitted in writing to the Chief of Police no later than May 15th. Payments for the first pay period in December must be submitted in writing to the Chief of Police by November 15th. Each request must not exceed thirty-two (32) hours of pay. Request for cash payment shall be for no less than eight (8) hour increments. Any request of more than thirty-two (32) hours payment, and providing there is an excess of available funds, shall be at the discretion of the City. The parties agree that should the cashout requests of up to thirty-two (32) hours create a situation that may result in a reduction in force, the parties will meet and discuss whether or not such requests will be fulfilled, partially granted, or delayed/suspended temporarily, and what the effect may be.

Section 5. Posting. The Chief of Police shall provide an updated list of compensatory time for each bargaining unit member.

ARTICLE 21
SALARIES AND WAGES

Section 1. Base Salaries and Wages. The following reflects the base rates of pay for bargaining unit members during the course of this agreement.

Effective the first pay period in 2014 bargaining unit member rates of pay shall be as follows:

Classification	Annual Salary	Hourly Rate
Captain	$46,208.45	$22.22

Section 2. 2015 Compensation. Effective the first pay period in 2015 all bargaining unit members shall receive a two percent (2%) wage increase and be paid in accordance with the following wage schedule:

Classification	Annual Salary	Hourly Rate
Captain	$47,132.62	$22.66

Section 3. 2016 Compensation. Effective the first pay period in 2016 all bargaining unit members shall receive a one percent (1%) wage increase and be paid in accordance with the following wage schedule:

Classification	Annual Salary	Hourly Rate
Captain	$47,603.94	$22.89

Section 4. Supervisor's Wages. Only the senior officer on the appropriate turn shall be permitted to perform the supervisor's duties if the supervisor is absent. When the senior officer performs the duties of the supervisor for a single shift or more, he shall be paid the supervisor's hourly rate, less five cents ($.05) per hour.

Section 5. One-Time Lump Sum Payment. On or before March 31, 2014, all bargaining unit members shall receive a one-time lump sum payment of four hundred dollars ($400.00).

ARTICLE 22
LONGEVITY

Section 1. Service Credit. Each bargaining unit member shall receive, in addition to other pay required under this agreement, an annual service credit payment after his first five (5) years of service, and commencing with the first month of the sixth year of service, the following amounts. Bargaining unit members shall continue to receive longevity payments at their current rate until January 1, 2010. Effective January 1, 2010, longevity shall be based on the schedule set forth below. Service credit is calculated in the same manner as Total Seniority Credit in Article 5, Seniority.

Section 2. Payment Schedule. Payment for service credit shall be made in the following amounts on May 1st of each year, following the completion of five (5) consecutive years of service.

Year	Annual	Year	Amount
6th	176.00	17th	563.20
7th	211.20	18th	598.40
8th	246.40	19th	633.60
9th	281.60	20th	668.80
10th	316.80	21st	704.00
11th	352.00	22nd	739.00
12th	387.20	23rd	774.40
13th	422.40	24th	809.60
14th	457.60	25th	844.80
15th	492.80	26th	880.00
16th	528.00		

Section 3. Service in Excess of Twenty-Six (26) Years. For each year of service beyond twenty-six (26) years, bargaining unit members will receive an increase in longevity payments in the amount of the increment between the 25th and 26th year of the schedule.

ARTICLE 23
HEALTH INSURANCE

Section 1. The City agrees to provide major medical/health care/hospitalization and ancillary coverage(s) (i.e., dental, vision, etc.) for all bargaining unit members in accordance with the terms and conditions of this article.

Section 2. Insurance Committee. There is hereby established a City Health Insurance Committee whose purpose is to select coverage(s), establish and adjust benefit levels during the term of the agreement, evaluate and select providers, and otherwise set the terms and conditions of insurance coverage within the maximum costs set forth in this article. Actions of the Insurance Committee shall be approved and implemented through majority vote, subject to the approval of council.

Section 3. Committee Composition. The committee shall consist of the Mayor, the Finance Chairman of City Council, the Auditor, and the employee representative from each of the following known employee groups: the FOP the IAFF, the OPBA, AFSCME, the street department, and the non-classified employees department.

Section 4. Premium Costs/Employee Contribution. During the term of this agreement, bargaining unit members shall agree to implement cost containment measures, through the committee structure, that will ensure that the City's total family premium cost does not exceed the yearly maximums set forth below:

> For the term of the agreement, should the total family insurance premium cost fall between one thousand dollars ($1,000.00) and one thousand one hundred dollars ($1,100.00), bargaining unit members will contribute six percent (6%) of the applicable premium cost, not to exceed sixty-five dollars ($65.00), whichever is greater. Should the total family insurance premium cost fall between one thousand one hundred dollars ($1,100.00) and one thousand two hundred dollars ($1,200.00), bargaining unit members will contribute seven percent (7%) of the applicable premium cost, not to exceed eighty-five dollars ($85.00), whichever is greater. The insurance committee will institute measures to ensure that the total family insurance premium cost does not exceed one thousand two hundred dollars ($1,200.00).

The insurance committee shall select a plan within the cost parameters set forth above which shall be the "base plan offering." Notwithstanding this, the committee may also recommend additional plan options outside of the cost parameters set forth above. Such additional plans shall be considered "buy up" options that the employee may elect to participate in and pay any additional costs above the "base plan" associated with applicable coverage level selected should he so desire.

Section 5. Alternative Coverage. Notwithstanding the provisions above which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said programs shall be at the discretion of the Employer and may be subject to

change. In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled t the benefits described in the sections above.

Section 6. Spousal Coverage. As adopted by the insurance committee and approved by Council, all spouses shall be afforded the City of Struthers Health Insurance Plan provided that no other insurance is available to them by any other source, or which would cost them out-of-pocket premium expenses of more than thirty-five percent (35%) of the City of Struthers' family premium cost for the applicable coverage for medical and other insurances offered by the City. Said insurance plan should be reasonable in comparison to the City's current base plan offered in Section 4 as determined by the City's health insurance broker. In the vent that either medical or other insurances are available to the spouse at an out-of-pocket premium expense to said spouse of less than thirty-five percent (35%) of the City of Struthers' current family premium cost for the applicable insurance coverage, the spouse must then waive coverage in the City insurance plan for that insurance.

ARTICLE 24
MANDATORY TRAINING

Section 1. Training that is mandated for police officers to maintain their certification by state or federal law shall be provided to the bargaining unit members by the City of Struthers.

Section 2. Required Training Compensation/Compensatory Time. Bargaining unit members that attend any mandatory training during their regular working hours shall be compensated at their regular rate of pay. Bargaining unit members that attend mandatory training on their off-duty time, hours not scheduled to work, shall receive compensatory time for all hours in such training. The compensatory time received shall be straight time and credited to the member's compensatory time bank, and taken within six (6) months the time was earned.

Section 3. Training Expenses. Should the member be required to stay overnight and or use his private vehicle, the City shall pay for all necessary and authorized expenses. Expenses for travel to and from the training site shall be determined by the distance of such travel. The City shall make reasonable efforts to provide a City vehicle to travel to and from the training sites that are outside the county limits.

Section 4. Should a jail facility be maintained, the Employer agrees to comply with Bureau of Adult Detention Standards for training and compliance. Bargaining unit members agree and acknowledge that failure to adhere to such standards shall be cause for discipline up to and including termination.

ARTICLE 25
EDUCATION ALLOWANCE/ADDITIONAL TRAINING

Section 1. Additional Training. All bargaining unit members may request to attend any training provided by the Ohio Peace Officers Training Academy (OPOTA) or other appropriate job-related school or seminar. Information regarding available schools shall be posted on the departmental bulletin board.

Section 2. Tuition. The cost or tuition for such additional training or schooling shall be paid by the Employer. Written approval by the Chief of Police and/or the Safety Director shall be necessary and any denial shall be only for the interruption of the efficient operation of the Police Department and shall also be made to the requesting employee in writing.

Section 3. Approved Leaves. A bargaining unit member may use any unused vacation, holiday, personal day, or an approved leave of absence to attend the course, seminar, or training. Approval of requests for education shall not be unreasonably denied.

Section 4. Education Incentive. Bargaining unit members who obtain an Associate's, Bachelor's, or Master's Degree in law enforcement or related fields of study from an accredited college or university shall be paid monthly, in addition to all other salaries and wages, for the highest degree obtained as follows:

Associate's Degree	$25.00
Bachelor's Degree	$75.00
Master's Degree	$100.00

ARTICLE 26
RETIREMENT AND DISABILITY PENSIONS

Section 1. Payments. The City shall continue payments into the pension system currently known as Ohio Police and Fire Pension Fund, (OPFPF), at the applicable rate, as set by the administrators of the system as required under Ohio State Law.

ARTICLE 27
UNIFORM AND HAZARDOUS DUTY

Section 1. Clothing. All members of the bargaining unit shall receive an annual clothing allowance in the amount of one thousand fifty dollars ($1,050) in each year of this agreement. The allowance is to be paid, in a separate check, by April 15 of each year of this agreement.

The uniform allowance may be used for any item that is typically a part of the member's uniform and/or equipment, including but not limited to, leather, shoes, guns, handcuffs, flashlight, etc.

Section 2. City Issue. The City shall continue to furnish, and replace, to any member of the bargaining unit who request, body armor, brand, style, and model to be determined by a committee consisting of the Safety Service Director, Chief of Police, and a representative of the Union.

Section 3. Hazardous Duty Pay. The City shall provide to all bargaining unit members hazardous duty pay in the amount of five hundred dollars ($500) annually. Payment for the hazardous duty pay shall be made in separate checks.

ARTICLE 28
MISCELLANEOUS

Section 1. Long Distance Calls. The City agrees to pay for all long distance calls members are required to make in the performance of their assignments. All such long distance calls shall be made from the City building.

Section 2. Firearm Purchase at Retirement. A bargaining unit member shall have the right to purchase his sidearm at the time of his retirement for the consideration of one dollar ($1.00), providing the arms master of the Struthers Police Department will verify that the value of said sidearm is only one dollar ($1.00), and is of no use to the Municipality. Said sidearm should be appraised and the Ohio Revised Code must be complied with on the sale of property belonging to a municipality.

ARTICLE 29
SICK LEAVE

Section 1. Accrual. All bargaining unit members shall earn sick leave at a rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Unused sick leave shall be cumulative to a maximum of 2,500 hours. However, bargaining unit members with more than 2,500 hours as of March 1, 1994, shall retain all accumulated and unused sick time as of that date.

Section 2. Minimum Usage Increment. Sick leave when used shall be deducted from the member's earned sick leave on the basis of one (1) hour for every one(1) hour of absence from previously scheduled work, except as otherwise set forth herein.

Section 3. Sick Leave Transfer. An employee hired after January 1, 2009, who transfers to the City from another public agency shall be credited with the unused balance of his accumulated sick leave up to a maximum of eighty (80) hours. Such transferred balance is not eligible for conversion as provided under this Agreement.

Section 4. Prior Accumulation. Unused sick leave accumulated prior to the effective date of this agreement shall be retained and taken at such times and such amounts as provided in this agreement.

Section 5. Sick Leave Usage. Sick leave shall be granted to members for absence from regularly scheduled hours of employment as permitted by the Employer for:

A. Sickness, Illness, or injury of a member;

B. Pregnancy of the member;

C. Exposure to contagious disease which could be communicated to other persons;

D. Sickness, illness, or injury to a member of the immediate family of the member.

E. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours.

Section 6. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, step-child, sibling, or other relative residing with the employee. In the event of an emergency, sick leave may be granted for familial relationships other than those listed above.

Section 7. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, one-half (1/2) hour prior to the start of his shift, unless an emergency prevents such notice.

Section 8. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. Where the employee utilizes sick leave for three (3) consecutive days or more, he may be required to provide a certificate from a licensed practitioner stating the practitioner's opinion about the employee's ability to return to work and perform the essential functions of his position. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 9. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, FMLA leave, or disability separation, in accordance with the City of Struthers Municipal Civil Service Rules.

Section 10. Sick Leave Severance. At the time of retirement, except in those cases where the employee's termination of employment is the result of violating Departmental Rules or Regulations, or the employee is found guilty of criminal violation of law, and provided the employee has at least ten (10) years of service with the City at the time of his retirement, an employee who was hired prior to January 1, 1985, will receive a cash payment equal to fifty per cent (50%) of the employee's unused accumulated sick leave.

Any employee hired after January 1, 1985, will receive thirty-five per cent (35%) of unused sick leave at the time of retirement, excepting those cases where the employee's termination of employment is the result of violation of Department Rules and Regulations, or the employee is found guilty of a criminal violation of the law and provided the employee has at least ten (10) years or more of service with the City at the time of his retirement.

Severance payment for all sick leave accumulated up to March 1, 1994, is to be based on the bargaining members' 1994 rate of pay. Severance payments for all sick leave earned after March 1, 1994, shall be at the member's regular rate of pay.

ARTICLE 30
VACATION

Section 1. Eligibility. Vacation eligibility is based on years of continuous full-time service with the City. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer.

Section 2. Entitlement. Bargaining unit members shall be entitled to vacations according to the following schedule:

Years of Service	Annual Vacation
Less than one (1) year	None
One (1) to Four (4)	80 hours
Five (5) to Nine (9)	120 hours
Ten (10) to Fourteen (14)	160 hours
Fifteen (15) or more	200 hours

Section 3. Service in Excess of Fifteen (15) Years. Employees with more than fifteen (15) years of continuous full-time service with the City will receive an additional eight (8) hours of vacation leave annually. Thereafter, for each five (5) year period of service beyond the first fifteen (15) years, a bargaining unit member shall receive an additional eight (8) hours of vacation leave annually.

Section 4. Scheduling. All requests for vacation leave are subject to the operational needs of the Employer. From November 1 to December 15 of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of classification seniority as described in Article 5.

From December 16 to January 2, no vacation requests for the coming year will be accepted. The Police Chief shall approve or deny the employee's requested vacation by January 2. After January 2, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit request for the same day, at the same time, seniority will prevail. Requests for full weeks of vacation leave shall take precedence over single day requests.

Section 5. Recall to Duty. All vacation requests shall be subject to the efficient and effective operation of the Police Department. Requests for vacation shall not be unreasonably denied. Nothing herein shall be construed as preventing the Employer from recalling an employee to duty when the operational needs of the Employer so dictate.

Section 6. Accumulated Vacation Time. Members may carry over vacation time into the following years in accordance with the requirements of Ohio Law.

Section 7. Prior Unused Vacation Time. Unused vacation time accumulated prior to the effective date of this agreement shall be retained and taken at such times and in such amounts as provided in this agreement.

Unused accumulated vacation time shall be prorated to the date of separation to any member who leaves the employ of the Department for any reason or who is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate for any member who dies, prorated to the date of his death. Any member who transfers to any agency within the City shall also have transferred to his credit any unused accumulated vacation time.

Section 8. Vacation Pay. Vacation pay will be computed at the rate earned by the member at the time vacation is actually taken.

ARTICLE 31
HOLIDAYS

Section 1. Holidays. The following days are hereby designated as paid holidays for the bargaining unit members.

1.	New Years Day	6.	Thanksgiving Day
2.	Martin Luther King Day (third Monday in February)	7.	Washington/Lincoln Day
3.	Memorial Day	8.	Independence Day (fourth of July)
4.	Labor Day Memorial Day	9.	Christmas Day
5.	Columbus Day	10.	Veterans Day

Section 2. Holiday Pay. If a member works on a paid holiday that is a regular scheduled work day, said member will be paid at the rate of two and one quarter (2 1/4) times his hourly base rate of pay for each regular hour worked in addition to his regular pay, and one and one-half (1 1/2) times his hourly base pay rate for each overtime hour worked in addition to his regular pay.

ARTICLE 32
JURY/WITNESS DUTY

Section 1. A member serving upon a jury or receiving a subpoena to be a witness in any court of law will be paid his regular wages for each work day he is serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time spent on jury duty shall be deemed active and continuous. If any employee is subpoenaed as a patrolman, he shall be compensated as provided in the court time section of this agreement.

Section 2. A bargaining unit member is not eligible to receive jury/witness pay if the member is subpoenaed as a defendant in a criminal case unless the member is or was a co-defendant with the City.

ARTICLE 33
PERSONAL LEAVE

Section 1. All members of the bargaining unit shall have three (3) personal leave days each year, with the following stipulations:

A. Not to accumulate at the end of each year;

B. Must give fourteen (14) days notice to the Chief of Police, unless a sudden emergency occurs;

C. The bargaining unit member must obtain the approval of the Chief of Police and/or the Safety Service Director, and such approval shall not be unreasonably denied.

ARTICLE 34
INJURY ON DUTY

Section 1. All members shall be entitled to twenty-six (26) weeks of leave with pay for service-connected injury or disability sustained during any situation or circumstances that requires immediate action to protect the public health, welfare, or property and place the employee's health and/or safety in jeopardy, at site of occurrence, in the course of discharging his recognized and lawful duties, is injured intentionally or unintentionally due to the irresponsible and/or unlawful action of another which could not be reasonably avoided or anticipated by said employee. Said leave shall not be deducted from accumulated sick leave.

Section 2. Any member that requires being off work because of a service connected injury, other than those injuries described in Section A, shall be entitled to up to twelve (12) weeks of injury leave subject to the conditions prescribed in Section D.

Section 3. Whenever an employee is required to stop working because of a service-connected injury or disability, he shall be paid for the remaining hours, or that work day and such time shall not be charged to leave of any kind.

Section 4. The employee shall receive full pay for the period of disability, up to a maximum of twenty-six (26) weeks, provided that the employee signs a contract with the Employer, which is to be sent to the Board of Workers' Compensation, stating that any sums designated as wage compensation or any sum received from any compensation fund to which the state, county, or city contributes, or any sum received as temporary disability and/or temporary total disability, shall be reimbursed to the City up to the amount paid in wages by the City during the disability.

Section 5. All service-connected injuries must be approved by the Chief of Police and the Safety-Service Director, which approval shall not be unreasonably denied.

ARTICLE 35
MID-TERM BARGAINING

The parties agree that they will continue to adhere to the current provisions of this agreement. For those matters not covered by this agreement that may require mid-term bargaining, either party may file a notice to negotiate pursuant to ORC 4117.14. If agreement is not reached, the parties will utilize the statutory fact finding and conciliation procedure as contained in R.C. 4117.

ARTICLE 36
LEAVES OF ABSENCE WITHOUT PAY

Section 1. Short-Term Leave. The City may grant temporary leave without pay for a period not to exceed thirty (30) days per calendar year upon written request of a bargaining unit member and for good cause shown. Such request shall not be unreasonably denied.

Section 2. Long Term Leave. A member who is unable to work due to sickness, injury, or illness who has exhausted all available leave shall be granted leave without pay for up to one (1) year if requested by the member in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties. Such leave requests must be approved by the Safety Service Director which approval shall not be unreasonably withheld.

ARTICLE 37
COMBINED LEAVE

Section 1. A member who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take unused accumulated compensatory time and vacation time prior to taking leave without pay.

Section 2. A member who has exhausted all available injury leave shall be entitled to take unused accumulated sick leave, compensatory time, and vacation time, prior to taking leave without pay.

ARTICLE 38
WAIVER IN CASE OF EMERGENCY

Section 1. Definition. In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Mayor or Chief of Police, all provisions of this agreement may be suspended, except those provisions establishing rates of compensation.

Section 2. Time Period. Upon the succession of the disastrous or emergency event giving rise to the suspension of the agreement, re-implementation of the agreement will immediately begin, but there shall be a grace period, not to exceed seven (7) days, in which all suspended terms of the agreement shall be implemented.

ARTICLE 39
SEVERABILITY

Section 1. If during the life of this agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision. Any negotiated changes, to be effected and incorporated in this agreement, must be in writing and signed by the parties.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE 40
DURATION

Section 1. This agreement shall be effective January 1, 2014, and shall remain in full force and effect through December 31, 2016.

Section 2. It shall be automatically renewed from year to year unless either party notifies the other of its desire to terminate this agreement and to begin negotiations respecting the terms of a new agreement. Said notice shall be in writing and presented at least sixty (60) days but no more than ninety (90) days prior to expiration. At the time the request is made for opening negotiations, the party requesting the opening of negotiations shall suggest the time and place of the first negotiation session. This agreement shall remain in full force and effect during the period of negotiations. The parties may mutually agree to extend the terms of this agreement pending negotiations.

SIGNATURE PAGE

Signed and dated at Struthers, Ohio, on this 12 day of March, 2014.

For the City of Struthers

Honorable Terry Stocker, Mayor

Edward Wildes, Safety/Service Director

Michael D. Esposito, Negotiator

Approved as to Form:

Dominic R. Leone, III, Law Director

For the FOP

FOP Lodge No. 41 Representative

APPENDIX A
COMMUNICABLE DISEASE POLICY

Section 1. Information. Upon written request, bargaining unit members shall be provided with information on all communicable diseases to which he may have routine work place exposure. Information provided to bargaining unit members shall include the symptoms of the diseases, modes of transmission, methods of self protection, proper work place procedures, special precautions, and recommendations for immunization where appropriate. The City shall continue to provide an updated communicable disease policy. Any revisions of the policy shall be provided to each member of the bargaining unit.

Section 2. Vaccination. The City recognizes that the bargaining unit members come in contact with individuals infected with Hepatitis B virus and that the member may be at increased risk of acquiring Hepatitis B infection. All bargaining unit members have a right to be vaccinated for Hepatitis B. Such vaccinations shall be made available, at no cost to the bargaining unit member, for those members who desire it. The City shall maintain a policy and procedure for administering the vaccination program.

Section 3. Exposure. If the bargaining unit member sustains a significant exposure to the blood or body fluid of another person being handled or transported, the member may request notification of exposure to a contagious or infectious disease.

The bargaining unit member may submit a written request for notification to the health care facility or Coroner who receives the person. The written request must include the name, address, and telephone number of the member, the name of the member's supervisor and complete name of the employing organization, the date time and location, and manner of exposure. The request for notification is valid for ten (10) calendar days, and may be renewed, if necessary, by resubmitting a second complete request.

If at the end of the ten (10) calendar day period of the request no test has been performed, no diagnosis has been made, or the results of any applicable test are negative, the facility or Coroner must notify the member accordingly.

Section 4. Exposure. Any bargaining unit member who believes he may have been exposed to HIV while dealing with another person in the performance of his duties may bring an action in the Probate Court for an order compelling the suspected person to undergo HIV testing pursuant to Section 3701.24 of the Ohio Revised Code.

All bargaining unit members must report any suspected job related exposure to their immediate supervisor. This alleged exposure is then to be recorded on an appropriate report form and permanently maintained in the bargaining unit member's personnel file according to the procedure as outlined by the City.

If a bargaining unit member sustained significant exposure (puncture wound or splash), to the blood or body fluids of another, a medical workup shall be completed for the member. If, after said workup, it is determined that any antibody testing is appropriate for the member by a physician, the following testing guidelines shall be followed:

APPENDIX A
COMMUNICABLE DISEASE POLICY (Continued)

HIV antibody testing shall be performed at each of the following time intervals.

Within seventy two (72) hours of the incident
Three (3) months after the incident
Six (6) months after the incident

Testing results shall be strictly confidential. The bargaining unit member shall also be given the option of anonymous testing and may be referred to an Ohio Department of Health Counseling and testing site.

Section 5. Positive Results. In the event that the above tests are performed and the results are positive, the member shall be given a second confirmatory test. The City shall pay for all costs for testing of the bargaining unit member. There shall be no releasing of the test results prior to the confirmatory test to anyone other than the physician and the member.

In the event a positive test occurs, the results shall be kept completely confidential between the physician and the member until such time it is finally determined that the member is actually infected. In the event of such a final determination, the results shall be kept completely confidential between the physician, the member, and the City (i.e., Mayor, Safety Service Director, and the Chief of Police).

If as a result of the above provided physical examination, it is determined that a bargaining unit member is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the City may:

A. Allow the afflicted member to continue work until he is physically unable to do so; or

B. Relieve the afflicted member from duty and put him on injury leave for up to ninety (90) days, and then sick leave, if necessary, pending the approval of his retirement by the Pension System.

Section 6. Leaves. In the event the City elects to place the bargaining unit member on injury leave and then sick leave prior to the member actually becoming incapacitated and, as a result of such early removal from duty, the member exhausts his sick leave prior to the approval of his retirement, the City shall grant the member enough additional sick leave to keep the member on full pay status until retirement is approved.

In any instance where the bargaining unit member is receiving pay pursuant to the above provisions and such pay is not the result of the member utilizing accumulated sick leave credits, the City will be entitled to an offset against wages paid by other received payments.

Section 7. Costs. All cost associated with any and all AIDS test administered pursuant to this policy shall be borne by the City.

SIDE LETTER
SHIFT BIDDING

The Union agrees that the City of Struthers (the "Employer") shall establish the shifts for bid by bargaining unit members. Bidding will be conducted according to the shift bidding article in the parties' agreement. The Employer agrees that it will not establish shifts for bid that rotate during the year, (e.g., four [4] months day turn, four [4] months swing, four [4] months evening).