

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes – December 17, 2025
5. Communications
6. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
7. Executive Session
8. Ordinances and Resolutions

ORDINANCE NO. 01-2026

AN ORDINANCE ADOPTING THE ANNUAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE FOR FISCAL YEAR ENDING DECEMBER 31, 2026

ORDINANCE NO. 02-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION REPRESENTING THE FULL-TIME PATROL OFFICERS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

ORDINANCE NO. 03-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL REPRESENTING THE FULL-TIME CORPORALS, SERGEANTS, AND LIEUTENANTS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

ORDINANCE NO. 04-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ULTIMATE TOYS, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT AND DECLARING AN EMERGENCY

RESOLUTION NO. R01-2026

A RESOLUTION REQUESTING ADVANCE PAYMENT FROM THE HAMILTON COUNTY AUDITOR

RESOLUTION NO. R02-2026

A RESOLUTION AUTHORIZING THE INVESTMENT OF MUNICIPAL FUNDS

9. Old Business

ICRC Board Appointment, Term Ending December 31, 2027

ICRC Board Alternate, Term Ending December 31, 2027

10. New Business

11. Meetings and Announcements

12. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)

13. Recap of Legislative Items

14. Legislation in Development

15. Adjournment

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President of Council Anderson called Council to order on December 17, 2025.

The governmental body and those in attendance recited the Pledge of Allegiance.

President Anderson provided the Invocation.

Ms. Browder took roll call. Council members Anderson, Gleaves, Hall, Jacobs, McFarland, Thompson and Webster were present.

The minutes of the December 1, 2025, meeting were considered. Mr. Jacobs made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with six affirmative votes and one abstention (McFarland).

The minutes of the December 3, 2025, meeting were considered. Mr. Jacobs made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with seven affirmative votes.

Meeting Decorum Reminders

President Anderson: The next thing on our agenda, Council is called Meeting Decorum Reminders. I just wanted, since we have a new Council together for the second time, and having had our first meeting, I just wanted to remind Council and also the audience that there are some decorum rules that we need to make sure that we're maintaining when we're in an open meeting like this. Springdale has, in its Code of Ordinances, Section 30.05(N) which does reserve the right for the presiding officer to rule out of order disruptive, threatening, profane, abusive, slanderous, or otherwise professional conduct. That applies to both Councilmembers and audience members. Also, the Ohio Revised Code 2917.12 also makes it a crime to disturb a lawful meeting. I just want to bring this to your attention so that as we kind of settle into a routine we keep in mind that there are high expectations for this meeting so that we can conduct the business of the City. A couple of things I wanted to make sure were called out so that we don't do that going forward is that in meetings, we should never, as people on the dais be addressing members of the audience directly. During Communications from the Audience, there is somebody at the dais that we're having a discussion with, that's fine. But, at no point should Elected Officials be talking directly to seated audience members. Likewise, audience members need to maintain decorum as well and not have any outbursts or shouts. It disrupts the meeting. If that were to happen, I would have to take some sort of action to make sure we maintain order. The other thing I wanted to make sure Council is aware of is part of the open meetings rules in Ohio. At no point in time should any Councilmembers or Elected Officials be having any sort of side conversations during the meeting. That includes just a side comment, even if it's something innocent like, "Where are we at in the meeting?" Or "What are we working on?", or "What did he say?" There's no way for the audience to know what we're talking about, and it's inappropriate during those times to have side conversations. So, if you ever are not sure where we're at, or have a

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President Anderson (continued): question, feel free to use your call light and we can address that directly with the Chair. So, no side conversations, no addressing the audience directly, and at all times both the audience and Councilmembers need to maintain a professional demeanor. Alright? If there's any questions about what conduct that might be or if there's a question of "Can I do something?", feel free to reach out to me after the meeting.

Committee and Official Reports

Civil Service Commission

Mr. Coleman: Good evening, Council. Springdale Civil Service Commission met on December 4th here in the Springdale Municipal Building. The meeting was attended by all of the members of the Civil Service, which was Mrs. Kathy McNear, Mr. James Dunigan, and myself, Mr. Robert Coleman. Also present was Human Resources Administrator, Ms. Renetta Edwards. We moved through the agenda, and I want to highlight the New Business item. That was the Public Health Nurse job description. New job description, revised job description was presented to the commissioners for approval and the job title for the Public Health Nurse position in the Health Department was revised so that the new job title is called the Director of Nursing and that is consistent with the State of Ohio. So, following a motion that was made by Mrs. McNear and seconded by Mr. Dunigan, the motion passed 3-0, so the Public Health Nurse position is now called the Director of Nursing. The second job description that was revised was the Public Health Sanitarian job description. Having been presented with this revised job description, the job title of Public Health Sanitarian in the Health Department, Mrs. McNear made a motion to approve Public Health Sanitarian job description. A revision that now reflects the newly named position of Director of Environmental Health. So, this revision motion was made by Mrs. McNear and seconded by Mr. Dunigan, and the motion passed 3-0. So those two job descriptions were the major course of business for the Civil Service Commission. That completes my report unless there are any questions.

Finance Committee

Mrs. Webster: On Wednesday, December 10th, the Finance Committee met in public session in the Council Conference Room. The Committee reviewed the proposed 2026 Budget with the City Administration. Upon conclusion of the meeting, the Committee voted unanimously to recommend the budget to the City Council. The presentation of the budget will be forthcoming in this meeting later on. Thank you.

President Anderson: Did we have the budget balances?

Mrs. Webster: I do. I have that. Thank you. We have General Fund activity through November 30, 2025. General Fund beginning balance on November 1, 2025, was \$7,150,982. Revenues for October were \$1,479,244. Expenditures for October were \$1,669,580. General Fund ending balance for November 30, 2025, was \$6,960,646. That concludes that report. Thank you.

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Planning Commission

Ms. McFarland: The Planning Commission meeting last week was cancelled due to no agenda items.

Board of Zoning Appeals

Mr. Hall: The Board of Zoning Appeals meeting was called to order on the 16th at 7:00 p.m. There was the pledge of allegiance which is standard, and the minutes of the previous meeting were read and approved. There was a report and outstanding report from Mr. Gleaves on Council which was very, very enlightening. The report on the Planning Commission, as outlined, they didn't have a meeting, so there was one case before the Board of Zoning Appeals. It was case #20251096 at 918 Yorkhaven, and that was a complicated case that was approved by 100% of the Board with the guidance of Staff to render guidance on that. That will be all at this time, Mr. President.

President Anderson: That variance was for a second story addition that was beyond the easement allowance?

Mr. Hall: Yes sir. That's correct.

Board of Health

Ms. McFarland: The Board of Health last met on December 11th in these chambers. Health Commissioner's Report as I think most of you know, Wawa has opened. The QT is expected to open in January of next year. Lots of action across from the mall. Smoothie King, Firehouse Subs, and a butcher shop are all construction underway. Once those are complete, they will be under inspection. Dos Amigos license was transferred to Azul. The event center that was in the old Sheakley building has passed their inspection, so we should see some business coming there soon. We did have some information about the accreditation board. That needs to be updated every five years. So, they will be reviewing and providing feedback before the end of the month so that we can get the accreditation completed. The Nurse's Report stated that the Overdose Report was not ready from the website that the Director of Nursing pulls that from. We had zero Narcan uses in November. They did provide 78 vaccines through the month with two additional vaccine days. There are still many flu shots available for employees and their families if anybody needs their flu shot. They did have one blood pressure clinic at the Rec Center, and they were able to monitor 26 patients, and the Health Department did have a public health thank you day. They were able to get together and share a meal and spend some time bonding together. They all really enjoyed that. Our next meeting will be on January 8th in these chambers.

O-K-I

President Anderson: The OKI December meeting was cancelled. The next meeting will be in January.

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Mayor's Report

Mayor Hawkins: A few items. Back on December 1st, we sealed the time capsule. We had the fifth graders from Springdale Elementary present with us, and all of those kids are around eleven years old and so the hope is 25 years from now that one of them, or a few of them, will be elected officials at 36 and 37 and they can be the ones that open the time capsule, so we'll see if that happens. I hope to be here 25 years from now in the Community and I can watch the event. We had the Santa 5k on December 6th and Vendor's Village, and it was a cold day, but it was a great event. I got out there and ran it beforehand to make sure that the course was great as always, it is. I'm not sure if I beat my best time or not, but got that done. It looked like folks had a good time at both facets of that. We had our tree lighting on December 8th. Kids did a great job in singing. We got a visit from jolly old St. Nick as well, and want to again thank Jarod, Jason, and Kevin McKinney with regard to all the wonderful lighting that you see in and outside the building and through the Community. There have been a lot of compliments so, kudos to Mr. McKinney and everybody from the Public Works staff and Jarod and Jason what they've done inside, as well as kudos to our Public Works folks for clearing our streets and making a difference for getting around. We had the opening of the Hamilton County Emergency Management and Homeland Security Agency and Hamilton County Emergency Communications 911 Center. The County had a ribbon cutting and had the building opened for tours and that took place on the 16th, yesterday. We're very fortunate to have this in our Community. You could have this anywhere in the County. It says a lot for the County to trust to have that in our Community. It speaks again to how we take care of the area, how we take care of the roads. When you think about the magnitude of having the emergency management center here. These are the folks that if there is a major event that takes place within the County, and, really, I think regionally, this is where they're going to be making decisions on what's going on. So, that's a huge "feather in our cap" as a Community. It's a \$24 million dollar investment they've made. All new equipment, they've renovated the building. They had to go and put bunkers in to make sure it's Tornado F5, or whatever it is, certified to be able to withstand those things. So, we appreciate, again, the partnership with the County and them coming to our Community. Just an update on a few appointments over the last few months that have been made by myself. Parks and Rec; Daniel Messer, Rob Horman have come along. Board of Zoning Appeals; Apryll Watkins has come along. She had her first meeting yesterday. Housing, Building and Fire Appeals; not a Committee that meets very often fortunately; Jabari Shaw has been appointed on that. And then Board of Health, which is before the Council for confirmation this evening. Looking to reappoint Scott Garrison, a pharmacist, Holly Emerson, a nurse, Jim Squires, a former Councilmember. All have served on the Board of Health for a number of years and looking to continue that service. I see Health Commissioner Matt Clayton in the audience hoping that there's that confirmation there as well but looking for your support on that. And, last, just a heads up to mark on your calendar, there will be more information coming. We'll have our Springdale Pep Rally and Coaches Memorial Hall of Fame Induction on January 9th, and that concludes my report.

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President Anderson: I don't see any lights, although I'm not sure if it would be for you or Mr. Uhl, I know there's still questions in the Community about leaf collection with the storm if that had finished up, if you'd include that at some point, I'd appreciate it.

Administrator's Report

Mr. Uhl: I will touch on that topic first. Leaf collection is continuing. Rain and snow have slowed the progress down, so, we're asking the residents to not bring any new leaves down to the curb, however, everything that is at the curb will be collected as soon as we can get to it. So, with the melt today that should help us a little bit as our crews get out there to continue to pick up all those remaining leaves. So, the Facebook site is active as far as the areas and neighborhoods that we've already completed. We do have a couple that we do still need to get to, but our hope is, weather permitting, we can get to that hopefully before the end of the year and put the leaf machine up for the year. So, also, our facilities are winding down by way of the upgrades with the HVAC and our LED, so just some punch list items and some programming, so, hopefully, those crews can pack up their stuff and will have the ability to operate everything and regulate temperatures, especially in all of our areas before year end as well. Lastly, residents should have received welcome letters from RITA kind of explaining the process. They should have hit homes sometime last week, or early this week explaining the process. If you haven't received it yet, they should be coming sometime soon. I know a couple of residents have, but those will be hitting homes here relatively soon. And, I believe Ms. Morgan has a couple of things.

Ms. Morgan: I wanted to share there was a deviation to the December pay for our Elected Officials, and our Board and Commission members. This was related to the OPERS pension contributing service. If we would have made the payment on the initial date in December, which was December 4th, that would not have allowed for credit to be received in December for those individuals. So, we delayed the payment until this week's payroll so that that could occur.

Law Director's Report

Mr. Braun: The only thing I wanted to report is sometime right after the first of the year I will be emailing members of Council and Administration just advising you on a few changes that will be taking place in the law as a result of the new year thanks to our friends in Columbus. So, I will be circulating those to you so that you're aware of those should they affect your business throughout the year. So, those should be coming soon.

Engineer's Report

Mr. Riggs: Just a few quick things. Northland Boulevard has obviously been reopened for all the lanes to traffic. There will be some spot closures pretty much through the spring with the work continuing in the median and finishing up the landscaping. But, that project, at least the hardscape is probably substantially complete. The East Kemper Phase One Improvement Project; we had submitted 95% plans to Public Works on November 19th. We're working through those now and plan

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Mr. Riggs (continued): to submit 98% plans. So, very close to being finalized by the end of the year and going to bid in February. The Kemper/Northland Intersection Realignment and Kemper Road Shared Use Path; that feasibility study was approved by ODOT, and we are working through Stage One Design which is basically preliminary design. We had a kickoff meeting on December 2nd, and we plan to submit Phase One plans in February of next year. And that's all I had.

Zoning Code Revision Committee

Mr. Gleaves: Zoning Code Revision Committee met December 15th in the conference room just adjacent to the chambers here. With participation from City staff, representatives from McBride Dale Clarion, and members of the Board of Zoning Appeals and Planning Commission. The Committee reviewed a proposed new land use table combining non-residential uses and residential uses, which will make it easier to find permitted uses within the Code. We're scheduled to meet January 5th coming up. Thank you. That's all I have.

America 250 Special Committee

Mrs. Webster: No report. Mr. Jacobs and I did toss around a couple of dates in January, but we've only had a couple of weeks to think about this. Thank you.

Communications

Ms. Browder: We do have a liquor permit transfer between ownership for the location of the BP at 11775 Springfield Pike. That is for a C1 and C2 permit. Those are just carry out for beer and wine. So, we can get that filed for you. There were no objections from the Police Department.

Mr. Uhl: The BP down here at Glensprings and Route 4 changed ownership group, so that's the reason for the transfer.

President Anderson: So, Council, there's no vote on this, but if you have any questions or concerns before we submit this, this is your opportunity to speak out. If you have an objection, this is your chance. (None) I don't see any, we can go ahead and file it. Thank you.

Communications from the Audience

Mrs. Tudor: Hello. Julie Tudor. I'm the Chairperson of Charter Revision Committee and just here to report that we did meet per the Charter. Our annual meeting was December 3rd. Four out of our five members were present. Pamela Ramirez was sworn in as the newest member by Mayor Hawkins. And we voted and I was voted to be back as the Chairperson. That's it. If you have any questions, let me know.

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Presentation of the 2026 Budget

President Anderson: For people who are new, what we tend to do is everyone in their cubbies on Council should have received a copy of the budget, also in your email. The Chair for the Finance will go through each of those pages, each of the sections. If you have any questions about that section, you simply use your call light, and then I'll interrupt Mrs. Webster and you can ask your question. So, at this point I'm turning it over to Mrs. Webster.

Mrs. Webster: Thank you very much. Hopefully, all of you have had a chance to review the budget. Mayor Hawkins and Mr. Uhl, do you have anything to add or change or say before I take the floor?

Mayor Hawkins: The only thing I'd say is just kudos to the staff and all the work they've put in here. We've got just about all of our Department Heads present in case anybody has any questions. We appreciate them taking their time to make themselves available for this. Administratively, there's a lot of work that goes into this. This is several months in the making, starting back probably in August or so, everybody has been very reasonable and fiscally responsible from our Department Heads, and Ms. Morgan's bled, sweated and cried over this thing, I'm sure. But she loves it. She loves this and this is one of her favorite things to go and do. That's all. Thank you.

Mrs. Webster: Each one of these Departments has a mission statement, and I think if you read through it, you probably would have a lot of your questions answered, so I'll just go through like first is the Police Department. I'll go through and if anybody's got any questions, you can ask them and then we'll continue on through.

Police Department	-	No questions
Fire Department	-	No questions
Health Department	-	No questions
Parks and Recreation Department	-	No questions
Building Department	-	No questions
Community Environment Budget	-	No questions
Board of Zoning Appeals	-	No questions
Planning Commission	-	No questions
Waste Collection	-	No questions

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Public Works	-	No questions
Administrative Office Budget	-	No questions
Economic Development Department	-	No questions
Finance Department	-	No questions
Legislative Body	-	No questions
Other Boards/Commissions Budgets	-	No questions
Civil Service Commission	-	No questions
Cable TV Regulatory Contractual Services	-	No questions
Tax Department	-	No questions
General Administration	-	No questions
Cameron and Underwood Parks	-	No questions
Adult Sports Fund	-	No questions
State Highway Improvement Fund	-	No questions
One Ohio Opioid Fund	-	No questions
Grants Fund	-	No questions
Court Computerization Fund	-	No questions
Springdale Youth Boosters	-	No questions
Merchant Street TIF	-	No questions
Sheraton Lane TIF	-	No questions
Commerce Park TIF	-	No questions
Drug Enforcement Fund	-	No questions
Law Enforcement Fund	-	No questions
DUI Fund	-	No questions

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Law Enforcement Training Fund	-	No questions
Insurance Trust Fund	-	No questions
Health Insurance Trust Fund	-	No questions
Street Improvement Debt Fund	-	No questions
Capital Improvements Fund	-	No questions
Residential Recycling Fund	-	No questions
Parks and Urban Forestry Fund	-	No questions
Northwest Business Center TIF	-	No questions
Unclaimed Monies Fund	-	No questions
OBBS Assessment Fund	-	No questions
Fire Insurance Proceeds	-	No questions

Mrs. Webster: And that looks like that's it.

President Anderson: Revenues.

Mrs. Webster: That concludes the budget. I would like to thank Mayor Hawkins, Mr. Uhl, and Stephanie Morgan for all the hard work and time they put in getting the budget together. Also, all of the Department heads, Chief Butler, Police, Chief Stanley for Fire, Matt Clayton for Health, Charlie Wilson, good old Mr. Wilson from Parks and Rec, Melissa Hays from Building Department. Kevin McKinney from Public Works, and no one here from the Tax Department. Okay. I want to thank everybody for coming. Thank everybody, Merry Christmas to all, and to all a good night.

President Anderson: Last chance for any questions on that item as we went through it. As we've said in years past, the budget process takes months. We go through it in short order here, but it's only because so much work was done in advance, so I'll echo Mayor Hawkins and Mrs. Webster's comments that we really truly appreciate all the work that Administration and the Department Heads put into it. I don't want to embarrass them, but they were saying very nice things about you as well in the Finance meeting about how accommodating you are and fiscally responsible but still delivering excellent service. We see it up here. Please don't take the fact that we didn't have a lot of questions for Administration tonight as being any indication of anything except total support for the work that you're doing. We truly appreciate you and the work you do for Springdale. With that, we'll move on. And we won't be offended if anyone wants to leave early while we continue. They might want

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President Anderson (continued): to stick around for the pay raise item though before that because I think that's on our agenda tonight. But, otherwise, we won't take it any other way than that you have lives to live if you leave early.

Ordinances and Resolutions

Ordinance No. 47-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PLATTENBURG & ASSOCIATES INC. FOR PROFESSIONAL ACCOUNTING SERVICES FOR THE AUDIT OF THE CITY OF SPRINGDALE FOR THE YEAR ENDING 2025 THROUGH 2029

Mr. Gleaves made a motion to adopt Ordinance No. 47-2025; Mr. Jacobs seconded.

Ordinance No. 47-2025 passes with seven affirmative votes.

Ordinance No. 49-2025 (Second reading with Emergency)

AN ORDINANCE AMENDING ORDINANCE NO. 69-2024 TO PROVIDE FOR WAGE INCREASES FOR CERTAIN CITY EMPLOYEES AND DECLARING AN EMERGENCY

Mr. Hall made a motion to adopt Ordinance No. 49-2025; Mr. Gleaves seconded.

Ordinance No. 49-2025 passes with seven affirmative votes.

Ordinance No. 50-2025 (Second reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL #4027 AND DECLARING AN EMERGENCY

Mrs. Webster made a motion to adopt Ordinance No. 50-2025; Mr. Gleaves seconded.

Ordinance No. 50-2025 passes with seven affirmative votes.

Ordinance No. 51-2025 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO AMEND THE AGREEMENT WITH VERDANTAS TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SPRINGDLAE AND DECLARING AN EMERGENCY

Ms. Thompson made a motion to adopt Ordinance No. 51-2025; Mr. Gleaves seconded.

Ordinance No. 51-2025 passes with seven affirmative votes.

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Ordinance No. 52-2025

ADOPTING A SUPPLEMENTAL APPROPRIATION/ESTIMATED RECEIPTS ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES AND ADJUST ESTIMATED RECEIPTS FOR THE CITY OF SPRINGDALE, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

President Anderson: Council you have heard the first reading of Ordinance No. 52-2025. It is a fiscal ordinance and can be acted on tonight. You may notice that there was a note in Section 8 which is new. We don't usually put that in there unless there's an emergency clause. But just so you see that was there to further reinforce that we're not expecting a second reading of this as it's a fiscal ordinance. So, having heard the reading and it being known that it's a fiscal ordinance, what is your pleasure?

Mrs. Webster made a motion to adopt Ordinance No. 52-2025; Mr. Jacobs seconded.

Ordinance No. 52-2025 passes with seven affirmative votes.

Ordinance No. 53-2025

AN ORDINANCE ADOPTING A TEMPORARY APPROPRIATION FOR THE PERIOD JANUARY 1, 2026, UNTIL THE FISCAL YEAR 2026 APPROPRIATION PERMANENT ORDINANCE IS ADOPTED BY CITY COUNCIL

Mrs. Webster made a motion to adopt Ordinance No. 53-2025; Mr. Hall seconded.

Ordinance No. 53-2025 passes with seven affirmative votes.

Resolution No. R24-2025

RESOLUTION APPOINTING _____ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CIVIL SERVICE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2028

President Anderson: This was the item that was tabled from our last meeting for an appointment to the Springdale Civil Service Commission. Like in the last meeting, first we'll do nominations, and then once we have the nomination filled out, then we'll go and do the reading of the resolution with that name in it. So, at this point, I'm going to open the floor for nominations for a member of the Springdale Civil Service Commission. Are there any nominations? (None) I'll bring forward Mr. Dunigan who is currently serving on the Board. We did speak with him. He is interested in continuing in his service and all reports are he has been an effective member. If you may recall, he was appointed to a partial term before when Ms. Darby retired, so I would ask for his name to be inserted. Are there any other nominations? (None) Seeing none, then, by acclamation, we will read Resolution No. R24-2025 with Mr. Dunigan's name inserted into it. James Dunigan.

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Resolution No. R24-2025

RESOLUTION APPOINTING JAMES DUNIGAN TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CIVIL SERVICE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2028

Mr. Jacobs made a motion to adopt Resolution No. R24-2025; Ms. Thompson seconded.

Resolution No. R24-2025 passes with seven affirmative votes.

Resolution No. R25-2025

RESOLUTION APPOINTING _____ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE TAX REVIEW BOARD FOR THE TERM ENDING DECEMBER 31, 2027

President Anderson: This was another item that was tabled from our last meeting. This was for an appointment to the Springdale Tax Review Board. Just like before, we will go through nominations and the resolution. At this point, I'm opening the floor for nominations to the Springdale Tax Review Board.

Ms. McFarland: I would like to nominate Randall Cole Spradlin. He has a big interest in getting involved in City matters. He's involved in his clinical council at work, and this is a term that would allow him to step in with some training and take a step forward in the City.

President Anderson: Any other nominations? (None) At this point I'm closing nominations, and, by acclamation, we will read Resolution No. R25-2025 with Mr. Cole Spradlin's name inserted into it.

Resolution No. R25-2025

RESOLUTION APPOINTING RANDALL COLE SPRADLIN TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE TAX REVIEW BOARD FOR THE TERM ENDING DECEMBER 31, 2027

Mr. Jacobs made a motion to adopt Resolution No. R25-2025; Ms. McFarland seconded.

Resolution No. R25-2025 passes with seven affirmative votes.

Resolution No. R27-2025

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF HOLLY EMERSON AS A MEMBER OF THE CITY OF SPRINGDALE BOARD OF HEALTH FOR THE TERM ENDING DECEMBER 31, 2027

Ms. McFarland made a motion to adopt Resolution No. R27-2025; Mrs. Webster seconded.

Resolution No. R27-2025 passes with seven affirmative votes.

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Resolution No. R28-2025

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF SCOTT GARRISON AS A MEMBER OF THE CITY OF SPRINGDALE BOARD OF HEALTH FOR THE TERM ENDING DECEMBER 31, 2027

Mrs. Webster made a motion to adopt Resolution No. R28-2025; Mr. Gleaves seconded.

Resolution No. R28-2025 passes with seven affirmative votes.

Resolution No. R29-2025

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JIM SQUIRES AS A MEMBER OF THE CITY OF SPRINGDALE BOARD OF HEALTH FOR THE TERM ENDING DECEMBER 31, 2027

Mrs. Webster made a motion to adopt Resolution No. R29-2025; Mr. Gleaves seconded.

Resolution No. R29-2025 passes with seven affirmative votes.

President Anderson: Did you have something on the ordinances?

Mayor Hawkins: I just wanted to say, "Thanks for your support".

Executive Session – Economic Development and Pending Litigation

Ms. McFarland: I make a motion to move to Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues and under Ohio Revised Code Section 121.22(G) to conference with Council related to pending or imminent litigation.

Mr. Jacobs: Second.

Motion to go into Executive session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues and under Ohio Revised Code Section 121.22(G) to conference with Council related to pending or imminent litigation passes with seven affirmative votes.

Council departed chambers at 8:02 p.m. Council returned to chambers at 9:02 p.m.

Old Business

President Anderson: I do have one item of Old Business before we get into it. That is last meeting we talked about ICRC Board membership and alternate. After a great deal of research back and forth, it actually does turn out that that is a Council

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President Anderson (continued): appointment even though the original feedback was that it was going to be a mayoral appointment. So, I want to put that on people's radar that at our next meeting we will be having a resolution to appoint a member and I believe a second alternate also to the ICRC Board to represent our municipality. So, give that some thought. It will be on our agenda for the next meeting.

Mr. Gleaves: Looking back at the number of resolutions that we've made, we've talked about creating a database of residents where we get names of people that are interested in being involved with the City. We kind of stopped at that point. I think we need to bring that back up because if you look at the number of resolutions and voids that we fill, if you get to the point where they have some emergency or they have something that takes them away from this, we have to fill that void. So, I think we need to look back and get that form together and try to get that onboard.

President Anderson: I agree with that. We talked about, in our last Council, not meeting, but group, we had worked with the Administration to create a webpage to allow people to express interest. Not to apply, but almost to apply where they would give information about each of the Boards and Commissions and let people self-select through the web, or make a phone call and say, "Hey, I'm interested in this, and here's some basic demographic information." That's something I know Administration has spent some time on and put together a bit of the page as part of the new development. What it does need for us to do that is just a formal action from Council to say, "We want to do that." And make that a part of our work to maintain that instead of having individual people running around to get those. You would still have the ability as an individual Councilmember when those come up to make a nomination, but having a central pool I agree is something that would be really important. So, how I would propose dealing with that request is using one of our standing Committees that we've had before. We have a Public Relations Committee that doesn't do as much work as a standing Committee, but I think it would make sense to me, and what I would propose is that we add that to the expectations for the Public Relations Committee to both work with Administration to make sure that the applicant pool is available and the website is up and people can apply, and then also act as a point of contact on the website so Administration is always there to answer questions, but having a Public Relations contact information there if they have questions about it, I think, would be a good thing, so what I would propose is that Council formally adds that to the responsibilities for Public Relations to maintain a list of viable Council candidates and then maybe on a regular interval, also report back to Council the state of our database, right? Our bench for these Committees. So, I don't know what people thought of that if that's something that is okay with Council. We can take action to do that, or if people had a different idea on a better way to make sure our nominations go smoothly in the future. So, I'll leave that to questions. What do you guys think? Is it just David and I, or other people think that's a good idea?

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Mrs. Thompson: I think it would be a great idea for Public Relations to take that on. With having Public Relations take it on, in my mind, it would be something that would be an opportunity to really encourage people to become a part of the City, and I think it would be great for Public Relations to be asked to take part in that.

President Anderson: I think it's great. They would be responsible for making sure we have a bench and then reaching out if necessary. So, the charge would be more than just being a contact. It's review that bench of people and, if there aren't people that have expressed interest, you would need to go out into the Community and share that word and spread that word in whatever way makes sense.

Mr. Jacobs: Could we also work in some kind of mechanism to have someone reach out to current members, who their term is expiring, so we at least can get some feedback on whether they want to continue the position because there's certain positions. It's these Committees and Commissions that don't meet very often and we just don't know if the person is even still interested and no one has contact with them.

President Anderson: I think that makes sense. In the past the person who's nominated, the person tends to keep in contact with them, but that's not a requirement and hasn't been the case. I think it makes a lot of sense to have that responsibility with the Chair, say of Public Relations just to touch base and you can figure out what the right answer is 60 days before it's over and get a temperature. It's not a requirement that they come back but helping them stay engaged I think makes sense. I don't know if Administration would rather be their point of contact versus Council in all cases or not, so I think it might depend on the Committee.

Mr. Uhl: I do want to add that we have been working on that segment of the website. The page is built out; just hidden currently. Just pending discussion with the proper Committee to kind of move forward to see if we need to make any additions or updates with that, and then also we can definitely reach out to some of those folks who are on the Committees and Boards and Commissions to see if they want to continue their tenure as well. We can take that on as well.

Mayor Hawkins: Clearly, I understand why and how it would be helpful to have a pool of folks in advance indicate their interest in participating in the process with regard to Boards and Commissions. The reality for our newer members, any time there's a Council appointment, just know, obviously you're going to be voting on that, and you have the power and ability to reach out and contact anybody that you think may be good for that position, to bring their name forward, as well as, and we'll get out updated lists. We haven't done it yet just because there were going to be new appointments to Boards and Commissions, but there's a list that will list all of those appointments; some by Council, some by the Mayor, and some by their position. But you can always go through and review that. You will have access to it if there's something where you go, "Hey, I want to get person "X" phone number because I want to reach out and see if they still want to continue what they're doing. We can get that for you, or you can reach out to somebody different and say, "Hey, look, Mr. Johnson, I

City of Springdale Council

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Mayor Hawkins (continued): think you'd be great for this Board or Commission", and you can do that too. So, you guys are empowered to always go and seek that. Even with the Public Relations Committee that they're going to go and sort of head that up, you're all empowered to be able to do that.

President Anderson: And that's a good reminder. With the work Public Relations, we're talking about doing would be additive. So, the idea is that they could help build that bench or make sure that we have somebody that anyone could look at or talk to Public Relations to see who's there and get ideas. It's just a way to make it a little bit more accessible to everybody.

Ms. McFarland In creating the website, is there a simple list of all of the Committees and requirements and we've talked about Civil Service Commission meets at 2:00 in the afternoon, so that's not something that just anybody can do. Planning Commission may require a special meeting every now and then. Is there a listing and a description of what all of these Boards and Commissions do if somebody were to be interested or even to be interested in the City. It might be nice to have if we don't already.

President Anderson: I know that's part of it that we've started doing. I can tell you I've been looking into what other communities have done. I know places like Loveland and Sharonville have started reaching out on social media actively trying to request people to be involved, so this is something that's not unique to Springdale. I know some communities have put a list together of these are the committees, these are when they usually meet or if it's active or interactive, like I think that stuff needs to be firmed up. I know a lot of that went into the website already and just hasn't been turned on because we didn't have the agreement behind the scenes to take it.

Mr. Uhl: The short answer to your question is, "Yes", we'll have each Board or Commission will have a description when they meet. Some of the Boards and Committees that are formed, but may meet very infrequently, those will also be spelled out as well. So, we'll try and provide enough detail so that someone can make an informed decision on what Board or Commission may be appropriate for their current schedules.

President Anderson: Schedules and skillsets hopefully. So, we've talked about it as an idea and we've talked about that a couple of times now, not just here, but other Councils, we've talked about that moving forward. In order to actually do that, Council needs to send an item to its standing subcommittee to research the item and start doing that. In order to do that, at least a more formal process, I mean the Chair of Public Relations could just start doing that, but it's more effective if we, as a Council, charge Public Relations or ask them to investigate the use of and then start working on the procedures and policies to support the idea of an updated resident database for Commissions and Boards. So, with that, the Chair is open to a motion to send to Public Relations the charge to look into turning on that database and taking on those additional responsibilities with the idea that Public Relations also needs to define what

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President Anderson (continued): those responsibilities are, and what they would change going forward and then come back to Council with those answers for us to make those changes. And if people want to do that, all they have to do is say "So moved".

Ms. McFarland: So moved.

Mr. Jacobs: Second.

Motion to charge Public Relations with the desire to update resident database related to Boards and Commissions and also update the policies and procedures for that standing Commission to support that work passes with seven affirmative votes.

President Anderson: Hopefully in the next month's Committee updates will include Public Relations either in Old Business or in Committee Reports. So, just be prepared to at least tell us if you've had a meeting or what the work has progressed on. But that work has now been assigned. Thank you.

New Business

Mr. Jacobs: This is admittedly not a gigantically significant issue, but it's one of my pet peeves. I found out over the weekend we're not the only one. Local businesses sometimes treat the right-of-way as a place where they can just place their signs and use it as commercial property when it's not theirs. And the City got hit late Friday night/early Saturday morning with more than a dozen signs from a local mattress company that was going out of business, and I strongly suspect they're going to stay in business for quite a while. I appreciate Administration doing their best to try to address those signs. It was also right before the big snowstorm. And, again, admittedly a small issue, but we also put a lot of resources into maintaining that right-of-way. A lot of our employees put a lot of effort in, and I just find it really frustrating when people do that and so my question is do we have the proper tools to address that after it happens? In my speaking, with some businesses that have done this, they often blame it on the marketing company, for example. And, so, if we find a business that is improperly putting signs on City property, do we have the right to ask who their marketing company is? Can we investigate? Again, I know it's a civil offense if anything, but do we have tools to try to address that and hopefully cut down on it by going after the businesses that do that?

Mr. Uhl: So, both our Public Works Department and our Building Inspectors will pick up those signs in the right-of-way if they see them. They typically bring those back to the Public Works Department and set them aside to the dumpster and most times we will reach out the businesses that are advertised on those signs and ask them to come get them and let them know where they are and also inform them that they're not permitted in the right-of-way. So, that's kind of been our enforcement arm so far. We haven't seen a lot of the same customers. Some people have put them back or their marketing group allegedly, but usually it's normally after the second

City of Springdale Council

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Mr. Uhl (continued): occurrence in taking these signs down so I know our Public Works folks Saturday evening after the snow was handled for the most part they sent one of the guys out to go pick up all those signs that had been placed over Friday night.

Mr. Jacobs: Thank you. I appreciate that and this particular company, it was over two counties, all up and down Route 4. I bet there was more than 20 signs placed and it was, as we had discussed, they did it Friday night into Saturday morning kind of knowing that would be the toughest time for the City to catch them. So, I appreciate the enforcement of that. Thank you.

Meetings and Announcements

Mr. Uhl: Just a quick announcement for City business hours. On Christmas Eve, and New Year's Eve, all City offices will close at noon. Police and Fire will obviously still be open for business. On Christmas Day, New Year's Day, all City offices will be closed with the exception of our essential services.

Ms. Morgan: Due to the January 1st holiday, the Civil Service Commission would be regularly scheduled to meet that day. They have rescheduled their meeting to the following Thursday, January 8th at 2:00 p.m. Thank you.

Mr. Gleaves: The Zoning Code Revision Committee is scheduled to meet January 5th, and the Board of Zoning Appeals is scheduled to meet on January 27th. Thank you.

Ms. McFarland: The Board of Health is scheduled to meet on January 8th at 6:30 p.m. in these chambers.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with Plattenburg & Associates Inc. for Professional Accounting Services for the Audit of the City of Springdale for the Years Ending 2025 Through 2029 was addressed by Ordinance No. 47-2025, receiving a second reading and seven affirmative votes. Item II; An Ordinance Amending Ordinance No. 69-2024 to Provide for Wage Increases for Certain City Employees and Declaring an Emergency was addressed by Ordinance No. 49-2025, receiving a second reading and seven affirmative votes. Item III; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Memorandum of Understanding with the Springdale Professional Fire Fighters, IAFF Local #4027 and Declaring an Emergency was addressed by Ordinance No. 50-2025 receiving a second reading and seven affirmative votes. Item IV; An Ordinance Authorizing the Mayor and City Administrator to Amend the Agreement with Verdantas to Provide Engineering Services for the City of Springdale and Declaring an Emergency was addressed by Ordinance No. 51-2025 with an emergency clause receiving seven affirmative votes.

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Mr. Jacobs (continued): Several residents of the City were appointed to various Council Commissions and Committees. Item VII was addressed Ordinance No. 52-2025; Adopting a Supplemental Appropriation/Estimated Receipts Ordinance for the Fiscal Year Ending December 31, 2025. That passed with seven affirmative votes. Item VIII; Adopting a Temporary Appropriations Ordinance for the Period January 1, 2026, until the Fiscal year 2026 Appropriations Permanent Ordinance is Adopted by City Council was addressed by Ordinance No. 53-2025, receiving seven affirmative votes. Lastly, Council voted to direct the Public Relations Committee to update or create a database of interested residents for various positions.

Legislation in Development

Mr. Jacobs: All of these are on the agenda for our January 7th meeting. Item IX; A Resolution Authorizing the Investment of Municipal Funds. Item X; A Resolution Requesting Advance Payment from the Hamilton County Auditor. Item XI; An Ordinance Adopting the Annual Appropriation/Estimated Receipts for Fiscal Year Ending December 31, 2026. That's all I have unless there's anything forthcoming from Administration.

Adjournment

President Anderson: All we have left before us is Item 19.

Ms. McFarland: Move to adjourn.

President Anderson: And we're adjourned. Thank you everyone.

Council adjourned at 9:20 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2025

ORDINANCE NO. 01-2026

AN ORDINANCE ADOPTING THE ANNUAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE FOR FISCAL YEAR ENDING DECEMBER 31, 2026

WHEREAS, City Council needs to adopt appropriations for current expenses, estimated receipts and other expenditures of the City of Springdale, Ohio, for the fiscal year ending December 31, 2026.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, _____ members elected thereto concurring:

Section 1. That in order to provide for the current expenses and other expenditures of the City of Springdale, the legal level of budgetary control, for annual appropriation purposes, is as follows: the General Fund at the departmental level (personal service expenditures and all other expenditures), and all other funds at the fund level (personal service expenditures and all other expenditures). The General Fund departmental level is hereby defined as documented in Exhibit A, which is attached hereto and incorporated herein by reference. The legal level of budgetary control, for annual estimated receipts purposes, is at the fund level for all funds.

Section 2. That it be resolved by Council to provide for the current expenses and other expenditures of the City of Springdale, for the fiscal year ending December 31, 2026, the following sums be and are hereby set aside and appropriated as shown on Exhibit B, which is attached hereto and incorporated herein by reference.

Section 3. That it be resolved by Council to adopt the estimated receipts of the City of Springdale, for the fiscal year ending December 31, 2026 as shown on Exhibit C, which is attached hereto and incorporated herein by reference.

Section 4. That included in the appropriations and estimated receipts for the fiscal year ending December 31, 2026 are the following Operating Transfers:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>
Capital Improvements Fund (090)	General Fund (010)	2,000,000
Street Improvement Debt Fund (088)	General Fund (010)	575,000
Residential Recycling Fund (091)	General Fund (010)	179,000
Insurance Trust Fund (085)	General Fund (010)	475,000
General Fund (010)	Unclaimed Moneys Fund (096)	2,000

Section 5. That the Finance Officer/Tax Commissioner is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers herefor, approved by City Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except the persons employed by authority of and in accordance with law or ordinance. Provided, further, that the appropriation for Contingencies can only be expended upon approval of a two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by the other specific appropriations herein made.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

Section 7. That a second reading of this ordinance is hereby waived and this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 7th day of January, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 01 - 2026

EXHIBIT "A"

**Legal Level of Budgetary Control for Appropriations -
Department Level Defined for the General Fund**

<u>Department</u>	<u>Expenditure Level per the General Ledger</u>
Police Department	Law Enforcement Traffic Safety Administration
Fire Department	Fire Department
Health Department	Health Department Board of Health
Parks and Recreation Department	Parks Department Recreation Center Concession Operation Program Subsidies Pool Operation Recreation Commission
Building Department	Building Department Board of Zoning Appeals Planning Commission
Public Works Department	Public Works Department
Administration Department	Administrative Office Economic Development Legislative Body Civil Service Commission Cable TV Regulatory Contractual Services Waste Collection Transfers/Advances General Administration Health Insurance Trust Insurance Trust
Finance Department	Finance Department
Tax Department	Tax Department

ORDINANCE NO. 01 - 2026

EXHIBIT "B"

2026 Appropriations
Set at the Legal Level of Budgetary Control

General Fund - At the Departmental Level (Funds 010, 085, and 086)

Police Department:			
Personal Services Expenditures		\$6,058,639	
Other Expenditures		\$904,067	
			\$6,962,706
Fire Department:			
Personal Services Expenditures		\$5,085,258	
Other Expenditures		\$980,869	
			\$6,066,127
Health Department:			
Personal Services Expenditures		\$558,301	
Other Expenditures		\$54,750	
			\$613,051
Parks and Recreation Department:			
Personal Services Expenditures		\$1,740,994	
Other Expenditures		\$1,273,375	
			\$3,014,369
Building Department:			
Personal Services Expenditures		\$705,892	
Other Expenditures		\$85,660	
			\$791,552
Public Works Department:			
Personal Services Expenditures		\$1,259,174	
Other Expenditures		\$494,697	
			\$1,753,871
Finance Department:			
Personal Services Expenditures		\$281,091	
Other Expenditures		\$127,530	
			\$408,621
Tax Department:			
Personal Services Expenditures		\$252,644	
Other Expenditures		\$663,650	
			\$916,294
Administration Department: *			
Personal Services Expenditures		\$1,157,143	
Other Expenditures		\$5,928,234	
			\$7,085,377
	Total General Fund Appropriations		<u>\$27,611,968</u>

* - Administration Department includes:

Administrative Office
Economic Development
Legislative
Civil Service Commission
Cable TV Regulatory
Contractual Services
Waste Collection
Transfers/Advances
General Administration
Health Insurance Trust
Insurance Trust

ORDINANCE NO. 01 - 2026

EXHIBIT "B" (Continued)

2026 Appropriations
Set at the Legal Level of Budgetary Control

Other Funds (at the Fund Level)

Special Revenue Funds:

Cameron & Underwood Parks Fund (040)		
Other Expenditures		\$0
Street Maintenance, Repair and Construction Fund (061):		
Personal Services Expenditures	\$145,000	
Other Expenditures	<u>\$699,200</u>	
		\$844,200
State Highway Improvement Fund (062):		
Personal Services Expenditures		\$60,000
Grants Fund (070):		
Other Expenditures		\$1,372,708
One Ohio Opioid Fund (065):		
Other Expenditures		\$50,000
Court Computerization Fund (071):		
Other Expenditures		\$11,000
Drug Law Enforcement Fund (081):		
Other Expenditures		\$14,709
Law Enforcement Fund (082):		
Other Expenditures		\$860
DUI Fund (083):		
Other Expenditures		\$7,370
Law Enforcement Training Fund (084):		
Other Expenditures		\$120,124
Residential Recycling Fund (091):		
Other Expenditures		\$184,000
Parks and Urban Forestry Fund (094):		
Other Expenditures		\$25,000

Capital Projects Funds:

Merchant Street TIF Fund (078):		
Other Expenditures		\$840,348
Sheraton Lane TIF Fund (079):		
Other Expenditures		\$333,573
Housing Rehabilitation Fund (089):		
Other Expenditures		\$0
Capital Improvement Fund (090):		
Other Expenditures		\$5,817,234
Commerce Park TIF Fund (080):		
Other Expenditures		\$969,741
Tri-County Mall TIF Fund (093):		
Other Expenditures		\$0
Northwest Business Center TIF Fund (095):		
Other Expenditures		\$1,701,083

Debt Service Fund:

Street Improvement Debt Fund (088):		
Other Expenditures		\$575,000

Enterprise Fund:

Adult Sports Fund (050):		
Other Expenditures		\$10,450

Custodial Funds:

Unclaimed Monies Fund (096):		
Other Expenditures		\$4,000
OBBS Assessment Fund (097):		
Other Expenditures		\$9,000
Fire Insurance Proceeds Fund (099):		
Other Expenditures		\$0
Springdale Youth Boosters Fund (072)		
Other Expenditures		\$16,000

ORDINANCE NO.01 - 2026

EXHIBIT "C"

2026 Estimated Receipts

General Fund (includes Health Insurance Trust and Insurance Trust Funds)

Fund 010	\$23,504,245
Fund 085 (Insurance Trust Fund)	\$505,000
Fund 086 (Health Insurance Trust Fund)	\$367,000
	<hr/>
	\$24,376,245

Special Revenue Funds:

Cameron/Underwood Park Fund (040)	\$0
Street Maintenance Fund (061)	\$800,000
State Highway Improvement Fund (062)	\$66,000
One Ohio Opioid Fund (065)	\$30,000
Grants Fund (070)	\$1,514,014
Court Computerization Fund (071)	\$11,000
Drug Law Enforcement Fund (081)	\$0
Law Enforcement Fund (082)	\$0
DUI Fund (083)	\$0
Law Enforcement Training Fund (084)	\$45,000
Residential Recycling Incentive Fund (091)	\$184,000
Parks and Urban Forestry Fund (094)	\$0
	<hr/>
	\$2,650,014

Capital Projects Funds:

Capital Improvement Fund (090)	\$5,610,946
Housing Rehabilitation Fund (089)	\$0
Northwest Business Center TIF Fund (095)	\$1,500,599
Commerce Park TIF Fund (080)	\$2,027,177
Tri-County Mall TIF Fund (093)	\$0
Sheraton Lane TIF Fund (079)	\$333,573
Merchant Street TIF Fund (078)	\$840,348
	<hr/>
	\$10,312,643

Debt Service Fund:

Street Improvement Debt Fund (088)	\$575,000
	<hr/>
	\$575,000

Enterprise Fund:

Adult Sports Fund (050)	\$8,500
	<hr/>
	\$8,500

Agency Funds:

Unclaimed Monies Fund (096)	\$2,000
OBBS Assessment Fund (097)	\$9,000
Fire Insurance Proceeds Fund (099)	\$0
Springdale Youth Boosters Fund (072)	\$15,000
	<hr/>
	\$26,000

ORDINANCE NO. 02-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION REPRESENTING THE FULL-TIME PATROL OFFICERS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale has engaged in negotiations and seeks to enter into a collective bargaining agreement with the Ohio Patrolmen's Benevolent Association representing the full-time Patrol Officers within the City of Springdale Police Department to establish wages, benefits, and other terms of employment for its members for the period of January 1, 2026 through December 31, 2028.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the Mayor and City Administrator are hereby authorized and directed to execute a collective bargaining agreement with the Ohio Patrolmen's Benevolent Association representing the full-time Patrol Officers within the City of Springdale Police Department as set forth in the attached Exhibit A, which is incorporated herein by reference.

Section 2. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Ordinance shall take effect on the earliest date allowed by law.

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to provide the benefits as set forth in the new agreement at the earliest possible date.

Passed this _____ day of January, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

AGREEMENT BETWEEN
CITY OF SPRINGDALE, OHIO

AND

**THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

Effective:

January 1, 2026 – December 31, 2028

**PATROL OFFICERS
AND
DETECTIVES**

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ARTICLE 1
AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CITY OF SPRINGDALE, OHIO, hereinafter referred to as the "City" or "Management", and THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the "OPBA", a labor organization as defined in Chapter 4117 of the Ohio Revised Code, on behalf of the Non-Supervisory Sworn Police Officers of The City Of Springdale, Ohio.

ARTICLE 2
PURPOSE

SECTION 1 This Agreement is made for the purpose of promoting cooperation and the continuous harmonious relations between the City, its employees, and the OPBA.

ARTICLE 3
RECOGNITION

SECTION 1 The Employer recognizes THE OPBA, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining in any and all matters related to wages, hours, and terms and conditions of employment of all employees in the bargaining unit consisting of patrol officers in the Springdale Police Department excluding sworn personnel of the rank of corporal and above and civilians.

ARTICLE 4
SECURITY

SECTION 1 The Employer agrees to deduct OPBA membership dues, fees and assessments in accordance with this article for all employees eligible for the bargaining unit.

SECTION 2 The Employer agrees to deduct OPBA membership dues once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the

pay period in which the authorization was received by the Employer.

SECTION 3 The Employer shall notify the local OPBA representative of any new hires within the bargaining unit. Such notification will be in writing to the OPBA within thirty days of their hire date. During the first pay period in January and July of each year, the Employer shall provide the OPBA with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from OPBA membership, the Employer shall notify the OPBA in writing within seven (7) days of this request.

All dues collected shall be paid over by the Employer once each month to the OPBA 10147 Royalton Rd., Suite J, North Royalton, Ohio 44133.

SECTION 4 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of OPBA dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

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

SECTION 6 The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

SECTION 7 The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

SECTION 8 The rate of which dues are to be deducted shall be certified to the Employer or designee by the OPBA during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual’s dues deduction.

SECTION 9 Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

ARTICLE 5
CONFLICT OF CONTRACT AND ORDINANCES

SECTION 1 – LEGAL REFERENCES. This Agreement is subject to all applicable and existing or future laws or regulations of the United States of America, the State of Ohio, and of the City of Springdale to the extent that the laws and regulations of the City of Springdale do not contradict the express terms of this agreement. Should any part of this Agreement be invalid by operation of law now existing or promulgated in the future, or should any part of this Agreement be declared invalid by any state or federal court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and such remaining portions shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

SECTION 2 – CHANGES IN THE LAW. It is the intention of the parties that this Agreement shall govern the wages, terms and conditions of employment for the employees covered hereby. The City agrees that it will not, during the term of this Agreement, adopt legislation which directly abrogates, diminishes, or eliminates the specific provisions of this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 1 – MANAGEMENT RIGHTS. The OPBA recognizes the City’s exclusive right to manage its affairs and the City retains and reserves unto itself, without limitation, all

powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Springdale and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing:

- (A) The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;
- (B) The determination, purchase and control of the types and number of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;
- (C) The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed;
- (D) The right to contract, subcontract and purchase any or all work, processes or services on the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control in general improvement programs; and to establish, change, combine or discontinue job classifications and establish wage rates for any new or changed classifications;
- (E) The right to determine the existence or nonexistence of facts which are the basis of the management decision; to establish or continue policies, practices, or procedures for the conduct of the Police Department and its services to the citizens of Springdale and, from time to time, to change or abolish such practices or procedures;
- (F) The right to determine and, from time to time redetermine the number, locations and relocations and types of its employees or to discontinue any performance

of service by employees of the City of Springdale;

- (G) To determine the number of hours per day or week any operation of the police department may be carried on except to the extent otherwise specifically limited in this Agreement; to select and determine the number and types of employees required;
- (H) To assign such work to such employees in accordance with the requirements determined by management authorities; to establish and to change work schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty for just cause subject to the rules of civil service; to lay off employees subject to the terms of this Agreement; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the police department of the City of Springdale subject to the specific disciplinary provisions of this Agreement.
- (I) The right to assign work outside of the bargaining unit, or to contract or subcontract for work which has been or could be performed by bargaining unit members.

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

ARTICLE 7
NO STRIKE

SECTION 1 - DEFINITION OF STRIKE. During the life of this Agreement or any extensions hereof, the OPBA., on behalf of the employees, agrees that there shall be no strikes of any kind. The term, "strike", shall have the same definition for purposes of this Agreement as is contained in 4117.01(H) of the Ohio Revised Code. Any employee who is absent from work without permission, or abstains from performance of his assigned duties in a normal manner without permission, on the date or dates when a strike or job action occurs, shall be presumed to have engaged in such a strike on such date or dates.

SECTION 2 - CONSEQUENCES OF STRIKE. In the event that any employee is engaged in any violation of this Article, the OPBA shall, upon notification by Management, immediately order such employee to resume normal work activities and shall publicly denounce any violation of this Article. The OPBA, its officers, agents, representatives, and members and all other employees covered by this Agreement shall not in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike.

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

SECTION 3 - CITY'S RIGHTS. In addition to any rights which the City might have under Ohio Law, the City shall have the right to impose discipline up to and including discharge for any employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike.

ARTICLE 8

OPBA BUSINESS

SECTION 1 - EMPLOYEE REPRESENTATIVES. The OPBA may select from the bargaining unit a maximum of three (3) employee representatives who may investigate and process grievances and represent employees as provided in the Discipline section of this Agreement. The OPBA shall provide the City Administrator with a list of the designated representatives and shall advise the City Administrator in writing immediately of any changes in the list. A representative whose name does not appear on the list shall not be given time away from his regular duties for grievance handling. A representative shall be permitted a reasonable amount of time during his regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify his immediate supervisor that he requires time to handle a grievance and shall obtain the approval of the supervisor before spending duty time on the grievance matter.

It is the intention of the parties that grievances be promptly and properly handled without interfering with the work assignment of either the grievant or other representative. Only one representative at a time will be assigned to a grievance and only the assigned representative will be given time during his regular duty hours to handle the grievance. If shift rotation schedules or vacation schedules make investigation and processing of a grievance impossible, the OPBA Associate or another representative may be substituted

for the representative originally assigned. The City Administrator shall be advised of the substitution. Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section and/or as specifically provided in the grievance procedure.

SECTION 2 – OPBA ASSOCIATE. In addition to the employee representatives described in the preceding section, the OPBA may designate one member of the bargaining unit as the OPBA Associate and may designate an alternate OPBA Associate to serve in place of the OPBA Associate when the OPBA Associate is absent due to authorized leave. The OPBA shall advise the City Administrator in writing of the identity of the OPBA Associate and alternate OPBA Associate and shall advise the City Administrator immediately of any substitution. The City shall be obligated to recognize as OPBA Associate and alternate OPBA Associate those individuals so designated. The OPBA Associate shall have the following responsibilities:

- (A) Posting of OPBA notices on the designated bulletin board areas;
- (B) Representing employees in the grievance procedure in place of a representative in accordance with the preceding section;
- (C) General supervisory review of grievances;
- (D) Acting as liaison between the City, the OPBA and the employees.

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

SECTION 3 – NEGOTIATORS. The OPBA may designate up to three members of the bargaining unit to serve on its negotiating committee. The OPBA shall inform the City

Administrator of the identity of the persons so designated at least sixty (60) days prior to the expiration of this Agreement or any extensions hereof. Any committeeman who is scheduled for duty during the time of negotiation sessions may attend the negotiation session during his scheduled duty hours. Any committeeman on duty may be relieved from duty one hour before a negotiation session to meet and confer with the other committeemen. The committeemen will be compensated at their regular rate for their scheduled duty hours during which they attend negotiation sessions and during the hour preceding each session, if regularly scheduled to work during such one-hour period.

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

SECTION 4. The OPBA representative may attend any grievance meetings at Step 2 or Step 3 of the process, any pre-disciplinary conference and investigative interviews, provided, however, no investigative interview will be delayed more than 48 hours due to unavailability of the representative.

ARTICLE 9 GRIEVANCE PROCEDURE

SECTION 1

- (A) There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand is without just cause, such reprimand may be subject to the grievance procedure. Reprimands may be grieved only through Step 3 of the Grievance Procedure.
- (B) A disciplinary action of suspension, demotion or discharge shall not be subject to the grievance procedure, but shall be within the jurisdiction of the Civil Service Commission, provided that a member may, subsequent to a decision of the Civil

Service Commission arbitrate the suspension, demotion or discharge pursuant to Section 5.B. of this Article.

SECTION 2 – DEFINITION. A grievance is a difference or dispute between the parties or between the employer and an employee concerning the application, meaning or interpretation of the express terms of this Agreement.

SECTION 3 – PROCEDURE INFORMAL RESOLUTION. It is the desire and intention of the parties that grievances be promptly and informally resolved between the employee and his immediate supervisor whenever possible. An employee who believes that he has a grievance will so advise his immediate supervisor at the earliest possible time but not later than eleven (11) calendar days following the occurrence of the events or circumstances giving rise to the grievance or within eleven (11) calendar days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The employee and his immediate supervisor shall attempt to resolve the dispute informally. If the employee is not satisfied with the oral response from his immediate supervisor or if such supervisor gives no answer within eleven (11) calendar days following the date upon which the employee first notified the supervisor of the matter, the employee may proceed to Step 1. Before a grievance is placed in writing and taken to Step 1, such grievance shall be screened by the grievance representative or appropriate alternate.

Step 1 - Immediate Supervisor. An employee having a grievance shall complete a grievance form and deliver it to his immediate supervisor within eleven (11) calendar days following the occurrence of the events or circumstances giving rise to the grievance or within eleven (11) calendar days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The supervisor shall note on the grievance form the date and time he received it. A grievance received beyond the eleven (11) calendar days limit shall not be considered. Within eleven (11) calendar days after receipt of the grievance, the supervisor shall affix his written response to the grievance form, date and sign it, and return a copy of it to the grievant, or in the absence of the grievant, to the OPBA representative, if any, designated on the form. If the grievant does not process the grievance to Step 2 within the time limits provided for Step 2, the answer of the supervisor shall be final. If the supervisor fails to respond within the time limits provided for in this step, the grievance may proceed to the next step of the grievance procedure.

Step 2 – Chief of Police. If a grievance is not settled in Step 1, the grievant may proceed to Step 2 by delivering the grievance form, with the supervisor's Step 1 answer noted thereon, to the Chief of Police within eleven (11) calendar days following the grievant's receipt of his supervisor's Step 1 answer. If the Chief is absent due to vacation or other leave, the duties of the Chief under this step shall be assumed by the officer acting in place of the Chief. The Chief of Police shall note on the grievance form the date and time he received it. The Chief shall fully investigate the grievance, affix his written answer to the grievance form, sign and date the form, and deliver a copy of it to the grievant, or in the grievant's absence, to the OPBA employee representative designated thereon, within eleven (11) calendar days following his receipt of the grievance form. If the grievant does not process the grievance to Step 3 within the time limits specified for Step 3, the Chief's answer shall be final. If the Chief fails to respond to the grievant within the time limits provided for in this step, the grievance may proceed to the next step of the grievance procedure.

Step 3 – The Mayor. If the grievance is not settled in Step 2, the grievant may proceed to Step 3 by delivering to the Mayor, or in his absence the City Administrator, a copy of the grievance form with Step 1 and Step 2 answers affixed thereto, within eleven (11) calendar days following the grievant's receipt of the Chief's Step 2 answer. The Mayor, or in his absence the City Administrator, shall note on the form the date and time of its receipt from the grievant. Within twenty-one (21) calendar days after his receipt of the grievance, the Mayor, or his designee, shall investigate the grievance and schedule a meeting to be held during the working hours of the Mayor, or his designee, or at such other time as can be mutually agreed upon by the Mayor or his designee, and the grievant. If it appears that the Mayor or his designee is unable to meet the timetable for this step due to illness or absence, the City Administrator or his designee will act for the Mayor. The Mayor, or his designee, shall preside at the meeting and the purpose of the meeting shall be to hear an explanation of all facts material to the grievance. The grievant shall be present and may bring with him an OPBA representative and/or the OPBA Associate. The Mayor, in his sole discretion, may have in attendance at the meeting the City Administrator. With 48 hours advance notice and upon mutual agreement of the City and the OPBA, other persons (including legal counsel) necessary for a full development of the relevant facts may attend.

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

Within eleven (11) calendar days after this Step 3 meeting, the Mayor, or his designee shall give his written answer to the grievant or his representative.

SECTION 4 – QUALIFICATIONS. A grievance can be initiated by the OPBA or an aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same manner, one bargaining unit member selected by such a group shall process the grievance as the designated representative of the group.

SECTION 5 – JURISDICTION. All grievances subject to this grievance procedure must be submitted to this procedure.

SECTION 6 – GRIEVANCE REPRESENTATIVES. The City shall, to the extent possible, attempt to schedule any grievance meetings provided for in this procedure at a time when the grievant and his representative are on duty. Unless specifically provided otherwise in this Agreement, a grievant or his representative shall not receive compensation for time spent regarding grievances and, in no event, shall a grievant or his representative receive overtime pay to engage in grievance activities.

SECTION 7 – TIME LIMITS. It is the intention of the parties that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the City's designated representative may mutually agree, at any step, to short time extensions for the answer, but any such agreement must be in writing and signed by the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent. If the grievant fails to meet the time limits, the City's last answer shall be final.

SECTION 8 – GRIEVANCE FORM. Grievance forms will be supplied by the OPBA at no cost to the City. Copies of the completed form, including actions taken, will be distributed as provided in Section 3. The grievance form shall include the following information: a statement of the grievance and the facts involved; the article and section of the Agreement allegedly violated; the remedy requested; and the signature of the employee

and/or his representative.

SECTION 9 – NONDISCRIMINATION. No member or official of the bargaining unit shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure. Neither the OPBA nor the employees shall overburden or abuse the grievance procedure by filing frivolous or repetitious grievances.

SECTION 10 – ARBITRATION.

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

- (B) Selection Of Arbitrator. Within fourteen (14) calendar days following the Mayor's receipt of the OPBA's application for arbitration, the Mayor or his/her designee and the OPBA representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service or Arbitration and Mediation Services to submit a panel of arbitrators from which the City and the OPBA shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The OPBA shall strike first when this provision is first used and the City and the OPBA shall alternate striking first thereafter. Each party may elect to strike one entire list and request a new list of arbitrators.

- (C) Authority Of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration and Mediation Services or F.M.C.S. It is expressly understood that the ruling and decision of the arbitrator, within his

function as described herein, shall be final and binding upon the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement, but may interpret and apply it. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

- (D) Arbitration Costs. The fee of the arbitrator and, associated fees, if any, for the hearing shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty, to testify at the hearing. Should the union or representative groups withdraw their factfinding or arbitration, the union shall bear all costs. If both parties mutually agree to settle the grievance, then associated fees, if any, shall be borne equally by both parties.

- (E) Arbitrator's Award. The arbitrator shall render in writing his findings and award within thirty (30) days after the record is closed and shall forward such findings, award, and all supporting data to the office of the Mayor and the OPBA. The award, if in favor of the grievant, will be immediately implemented by the City.

ARTICLE 10
DISCIPLINE

SECTION 1 – SCOPE. This Article is not intended to limit or abridge any rights and remedies available under Article 9, Grievance Procedure. It is intended to clarify the administrative procedures to be followed prior to the commencement of any appeal. The parties recognize that discipline is essential to the operation of the Police Department and agree that fair discipline is necessary for the public interest, the morale of the Police Department, and the welfare of the employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the City regarding whether and the extent to which discipline shall be imposed.

SECTION 2 - INVESTIGATION OF MISCONDUCT. The City may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to

submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The response by the employee, either written or oral, shall be subject to the following:

- (A) Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage at any criminal proceedings against the employee;
- (B) The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.
- (C) Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.
- (D) An on-the spot interview during, immediately afterwards, or at the first convenient time in relationship to the circumstances and the event in question, does not require the presence of an employee representative but an employee may have one if available. This initial interview will be to gain knowledge as to the facts of the event and will be conducted as soon as practicable.
- (E) During an on-the-spot interview after a critical incident, the employee's right against self-incrimination under Garrity will apply.

SECTION 3 – RIGHT OF REPRESENTATION. When a supervisor schedules an employee for an investigative conference for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record (reprimand, suspension, or dismissal), the employee has the right to be represented at such conference by a OPBA employee representative and/or the OPBA Associate or another member of the Police Department. If an employee requests a representative and a representative is not available at the scheduled time of the conference, the conference may be postponed by the employee for a reasonable time not to exceed 48 hours so that the employee can obtain a representative. An investigative conference is a meeting between an employee and his supervisor at a prescribed time and place after the

occurrence of the alleged offense. An on-the-spot interview as described in Section 2(d) of this Article is an exception to this definition. No such investigative conference shall be held until the employee has had the opportunity to obtain such representation or has waived in writing such right. Subject to Section 8 below, no disciplinary action of record may be taken until these procedures have been followed.

SECTION 4 - MINOR VIOLATIONS. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to taking any action. Except in instances where an employee is charged with a serious offense, the principles of progressive disciplinary action will be followed. The progression, where appropriate, will at least include a reprimand, and a suspension, for the same offense or a related offense, or a series of unrelated minor offenses, prior to dismissal.

SECTION 5 - SERIOUS VIOLATIONS. A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the employee. When an employee is charged with misconduct which may result in suspension, reduction, or dismissal, he shall be given, prior to any administrative conference or hearing and within a reasonable time period, a written copy of the charges detailing and specifying the allegations and advising him of his right to be represented by an OPBA representative and/or the OPBA Associate or another member of the Police Department.

SECTION 6 - PRE-DISCIPLINARY HEARING. If a suspension, demotion, or dismissal is the recommended penalty, an employee is entitled to a pre-disciplinary hearing before the Mayor, or his designee. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

SECTION 7 - DISCOVERY. Upon request of either party made at a reasonable time prior to an administrative conference or hearing, a party may discover any evidence or the identity of any witness to be presented by the other party at the conference or hearing. In the event that new material evidence is developed at the conference or hearing, a continuance may be granted upon request of either party if justice would be best served thereby.

SECTION 8 - RELIEVED FROM DUTY. Any employee relieved from duty pending an administrative conference or hearing on departmental charges will continue to receive

pay if capable of performing duty.

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

SECTION 10 – PERSONNEL FILES.

- (A) There shall be one official personnel file maintained by the City for each employee.
- (B) An employee shall be allowed to review his personnel file at any reasonable time upon written request. An employee may also authorize his attorney to review the personnel file. A request for review of the personnel file shall be made to the City Administrator or his designee. The review shall be made in the presence of the Mayor or the City Administrator or his designee.
- (C) The employee shall be notified in writing when a public records request for their personnel file is made. Nothing in this section is intended to authorize the release of any information which is not a public record as defined by Section 149.43 O.R.C.
- (D) An employee may copy documents in his personnel file. The City may levy a reasonable charge for such copying.
- (E) If upon examining the personnel file, an employee has reason to believe that there is an unfavorable or incorrect notation contained therein, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No statement of rebuttal may be placed in an employee's file later than seven calendar days after the employee has notice of the incorrect or unfavorable statement. No anonymous material of any type shall be included in the employee's personnel file. An employee's signature on a document in the file shall mean he has seen a document but shall not be deemed an admission by the employee that he agrees with its content.
- (F) Records of reprimands and suspensions of twenty-four (24) hours or less shall cease to have force and effect or be considered in future discipline matters two years after their effective date, providing there are no intervening discipline

actions taken during that time. Records of disciplinary action of a suspension of more than twenty-four (24) hours shall cease to have force and effect or be considered in future discipline five years after their effective date, providing there are no intervening disciplinary actions taken during that time. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file. Discipline will be issued in hours, not days.

- (G) In a case in which an action of record is disaffirmed through the grievance procedure, by an arbitrator’s award, the member’s personnel file shall clearly reflect such disaffirmance and the materials relating to the disaffirmed charges shall be removed.

**ARTICLE II
WAGES**

SECTION 1 Effective the first wage cycle of 2026, 2027, and 2028, the hourly rates for all bargaining unit members shall increase by the following percentages:

Patrol Officers & Detectives	2026	2027	2028
	3%	3.5%	3.5%
RECRUIT	30.92	32.00	33.12
STEP 1	38.66	40.01	41.41
STEP 2	40.56	41.98	43.45
STEP 3	42.60	44.09	45.64
STEP 4	44.73	46.30	47.92
STEP 5	46.98	48.62	50.32

SECTION 2 The step increases are automatic each year until the employee has reached and received the step 5 increase and shall occur on the employee’s anniversary of their date of hire.

SECTION 3 Newly-hired employees into this bargaining unit may be placed into any step between 1 & 4, the employee shall advance to the next applicable step as set forth in Section 2 above. Nothing contained in this Section will confer any additional seniority on any new hire beyond his or her hire date as a Police Officer with the Springdale Police Department.

SECTION 4 Employees not certified as Peace Officers with the Ohio Peace Officer's Training Commission (O.P.O.T.C.) shall be compensated at the RECRUIT level, 80% of Step 1, until the employee is a certified Peace Officer through O.P.O.T.C.

ARTICLE 12
WORK SCHEDULE

SECTION 1- STANDARD SCHEDULE. The standard work period for full-time employees on a 12-hour shift shall consist of eighty-four (84) hours per fourteen (14) day work period. The standard period will consist of seven (7) days worked out of the fourteen (14) day period that includes every other Friday, Saturday, Sunday off (2-3-2). Any such employee who works in excess of twelve (12) hours in any given workday or who works a scheduled off day or Kelly day shall be entitled to overtime compensation. Patrol Officers working a twelve-hour shift shall be paid for eighty (80) hours biweekly. To compensate for the additional four hours worked during each fourteen (14) day period, each employee on a twelve-hour shift shall be entitled to a Kelly day every six weeks. The selection of a Kelly day may be restricted to specific days of the week. Once an employee is assigned their initial Kelly day, the following Kelly days will be approximately forty-two (42) days later. If the employee's Kelly day must be cancelled due to the operational needs of the Department, all hours worked on this day shall be paid at the overtime rate of pay.

In the absence of an alternative schedule, the non-patrol division's work day shall be eight (8) hours with a minimum of 2080 hours annually.

The parties agree that during the term of the agreement, they may work cooperatively to develop a schedule that is mutually agreeable.

No officer shall be required to work more than sixteen (16) consecutive hours during any work day and shall be given at least an eight (8) hour break between the end of his shift and the beginning of his next shift.

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

SECTION 2- CHANGES IN SHIFTS. Officers who wish to trade shifts, for either a day or an

entire period, must fill out a request form signed by both of the affected officers. The request must then be approved by the supervisors whose shifts are affected.

SECTION 3 - SCHEDULE CHANGES. The Employer shall give the Employee reasonable advance notice of any non-emergency schedule changes. Reasonable notice shall constitute no less than ten (10) calendar days unless the employee agrees to waive the ten (10) day notice requirement.

ARTICLE 13

OVERTIME

SECTION 1 - OVERTIME. Hours worked in excess of the standard work day or in excess of the standard work period will be compensated at the rate of time and one-half of the employee's base hourly rate. An employee who works on his normal scheduled day off or Kelly day will be compensated at the rate of time and one-half of his base hourly rate for all such time worked.

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

Overtime will be distributed among all employees in a fair and equitable manner. On or about January 1 of each year, a roster will be created based on inverse seniority order with the most senior officer listed at the bottom of the list. One overtime roster will be kept for patrol officers. Working of four (4) or more hours of patrol overtime will cause the officer to fall to the bottom of the roster. Overtime is not available to members on suspension, extended sick leave or injury leave or during scheduled vacation, comp time, or holiday hours. A member who adds his or her name to the overtime roster shall be charged with a balance of overtime hours equal to one hour more than the current highest balance of any officer.

Court time and overtime generated in a situation where an officer is required to work beyond the end of his shift in order to complete the duty of his shift are not subject to this provision.

Prescheduled overtime opportunities will be offered as far in advance as is practicable.

SECTION 2 – COMPENSATORY TIME. In lieu of receiving overtime compensation, an employee may elect compensatory time off. The maximum amount of compensatory time that may be carried in his/her comp time bank is ninety-six (96) hours. Compensatory time may be converted to pay during any pay period in February through November. An employee may carry compensatory time existing at the end of the year into the next year.

SECTION 3 – PYRAMIDING. Overtime premium of time and one-half is paid only on straight time hours. Straight time hours means the Employee's regular hourly rate set forth in this Agreement plus any supplement to the rate which is provided in this Agreement, such as, but not limited to, Acting Supervisor Compensation.

SECTION 4 – HOURS WORKED. Hours worked for purposes of calculating overtime shall include hours on sick leave, injury leave, compensatory time leave, vacation leave, holiday leave and bereavement leave.

ARTICLE 14

COURT TIME

SECTION 1 – COMPENSATION. Whenever it is necessary for an off-duty officer to appear in Mayor's Court, Municipal Court, Common Pleas Court, or U. S. District Court, or appear at a hearing before any tribunal maintained by an agency of State or Federal government on matters pertaining to, or arising from police business; or whenever it is necessary for an off-duty officer to appear before the prosecutor for a pretrial conference; the officer shall prepare an overtime record form and submit it to the supervisor for approval. Court time shall be compensated at the rate of time and one-half the employee's regular hourly base rate with a minimum of three (3) hours pay at such rate for all appearances listed above. If an employee's shift ends within four and a half (4.5) hours of a scheduled court appearance, the employee shall be compensated a minimum of four (4) hours at time and one-half of the employee's regular hourly base rate.

Compensable court time begins when the employee arrives at his destination and ends when the employee is dismissed from the hearing, conference, or other proceeding except for appearances in Hamilton County Courts or Federal District Court, where the

court time shall commence when the employee leaves his or her residence. Additional court time may be approved by the employee's supervisor in the event that the employee is required to appear at a location exceeding fifty (50) miles from the Municipal Building of Springdale, Ohio.

**ARTICLE 15
VACATION**

SECTION 1 – PRORATING ANNIVERSARY DATE TO JANUARY 1. For the purpose of calculating vacation leave, each permanent, full-time employee shall receive prorated vacation leave credit. This prorated amount is calculated by multiplying the value taken from Table I below by a factor of two.

(A) TABLE I: Prorated Vacation Credit Expressed in One-Week Increments

Standard Workday Schedule (8, 9, 10, or 12 hours)	
1 Jan. – 6 Feb.	40 hrs.
7 Feb. – 15 Mar.	36 hrs.
16 Mar. – 21 Apr.	32 hrs.
22 Apr. – 28 May	28 hrs.
29 May – 4 July	24 hrs.
5 July – 9 Aug.	20 hrs.
10 Aug. – 14 Sept.	16 hrs.
15 Sept. – 20 Oct.	12 hrs.
21 Oct. – 25 Nov.	8 hrs.
26 Nov. – 31 Dec.	4 hrs.

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

SECTION 2 – VACATION LEAVE SCHEDULES.

(A) On January 1 following an employee’s anniversary and every January 1 thereafter, all full-time employees who are regularly assigned to a Standard

Work Day schedule shall be entitled to annual vacation leave with pay each calendar year according to Table II:

TABLE II

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

SECTION 3 - CONVERSION OF VACATION HOURS TO PAY. Any employee with two or more weeks of vacation hours shall have the option of cashing in two weeks of vacation hours for pay at the regular rate of pay. Any conversion of vacation hours to pay shall be submitted no later than December 1st and paid out by the end of the December. If approved leave time scheduled after December 1st has to be revoked by the City due to extenuating circumstances, the leave time shall be paid out.

SECTION 4 - CALCULATION OF VACATION LEAVE.

- (A) Every permanent full-time employee will be credited with prorated vacation leave.
- (B) Thereafter, vacation leave is calculated on a calendar year basis. Every January 1, following the employee’s first anniversary, each employee will be credited with one year’s vacation leave which must be used during that calendar year.
- (C) When an employee reaches the next threshold service anniversary (for years seven, twelve and eighteen), the additional vacation leave credit will be prorated at the value found in Table I and must also be used during that calendar year. Employees hired prior to October 1, 1996, are exempt from the above language and will continue to receive the full additional weeks’ vacation credit on his or her anniversary.

- (D) When an employee terminates or retires, his or her vacation credit for the final year will be prorated from January 1 to the date of termination. Said prorated vacation credit will be in addition to the vacation credit earned by the employee during the prior calendar year.
- (E) An employee who is on unpaid leave for twelve (12) or more regularly scheduled work days in a month will have his or her vacation reduced in the following year by one-twelfth for each such month.
- (F) A person employed by the City is entitled to have his or her prior service with any other governmental agency of the State of Ohio counted as if it were service with the City for the purpose of computing the amount of the vacation leave to which he or she is entitled. The City Administrator shall require any employee requesting credit for prior service to furnish a satisfactory written, signed statement from the former employer to establish the length and anniversary date of his prior service.

SECTION 5 – VACATION PICKS. An Employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

SECTION 6 – CARRY-OVER. Employees may carry over unused vacation hours into the next calendar year, up to the limit established by City policy. An employee's vacation balance may not exceed their annual vacation entitlement plus the maximum allowed carry-over.

ARTICLE 16

HOLIDAYS

SECTION 1 – DESIGNATED HOLIDAYS. Each full-time employee shall be given the following holidays with pay: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (1/2 day), Christmas, and New Year's Eve (1/2 day), and two (2) Floating Holidays. If any employee is required to work on a holiday, he shall be entitled to time off on another regular work day, or at his option, receive eight (8) hours of pay in lieu of the day off. In recognition of the eleven holidays listed above, the maximum holiday hours available in a calendar year shall be 88 hours. Under no circumstances will any employee receive more than their accumulated holiday hours of holiday pay in lieu of time off. The two (2) Floating Holidays shall be available for

the employee to use at any time between January 1 and December 31 of each calendar year. An employee who separates from City service prior to completing six (6) months of work in the calendar year, shall have his final paycheck, reduced by the dollar value of the day or days used. Employees hired on or after July 1 shall only be credited with on (1) Floating Holiday.

SECTION 2 Employees on work-related injury leave approved by the City Administration that is less than fourteen (14) days in duration, unless there are extenuating circumstances, shall be entitled to the applicable holiday(s).

SECTION 3 Employees who are not available for duty on any of the designated holidays due to unpaid leave of absence or due to disciplinary suspension, shall not be eligible for holiday pay for the applicable holiday(s).

ARTICLE 17

VACATION AND HOLIDAY TIME REQUEST

SECTION 1 – TIME RESTRAINTS. Vacation requests of 36 hours or more must be approved not less than 14 days, and not more than 120 days, in advance except with the permission of the Police Chief. These hours may be composed of a combination of vacation days or holidays. If there are conflicts in vacation requests, seniority will prevail. Vacation requests for a period less than 36 hours will be treated the same as a holiday. Holidays and vacation hours shall not be approved in less than one-hour increments. All requests must be approved by a supervisor for the time requested.

ARTICLE 18

LONGEVITY PAY

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

he resigns or retires.

ARTICLE 19
ACTING SUPERVISOR

SECTION 1 - COMPENSATION. During the first week in January each year, all officers who are not on probation and are interested in serving as acting supervisors under this section shall indicate their preference to the Chief. All officers who appear on this list shall be ready, willing and able to serve as acting supervisors on any shift where an acting supervisor is needed as determined by the Chief or the Chief's designee. When, due to the absence or unavailability of a supervisor, it becomes necessary for a patrol officer to assume the duties and responsibilities of a supervisor during his/her tour of duty, such acting supervisor shall be paid at a rate 10% higher than the patrol officer's base rate for that period of time for which he/she has assumed those duties. The acting supervisor shall be the most senior officer on duty with prior approval of the Police Chief to serve in that capacity. No officer on probation shall be assigned this position. The Chief or his designee shall select an officer to fill this position from the above list of officers willing to serve, unless the Chief or his designee determines that another selection is necessary and more appropriate to accomplish the needs and objectives of the department under the existing circumstances.

ARTICLE 20
UNIFORMS

SECTION 1 - INITIAL ISSUE. The Employer shall provide all uniforms and equipment to new employees that are required for the performance of their duty, in quantities determined by the employer, at no cost to the employee.

SECTION 2 - EXTENDED ISSUES. Employees shall submit a request to their immediate supervisor for the replacement of any issued uniforms or equipment that have become unusable. If deemed unusable, the supervisor shall approve the request to the appropriate section commander for processing.

SECTION 3 - INVESTIGATORS. Each police investigator shall be allowed \$600.00 upon transfer to the position of investigator to be used for the purchase of clothing suitable to the position. In each succeeding year, an investigator shall be allowed reimbursement for replacement and repairs to his clothing used in the course of his employment up to the

amount of \$400.00 per year.

The City shall have the right to temporarily assign any employee to the position of investigator for a period not to exceed ninety (90) days without incurring any cost under this provision. If a temporary assignment exceeds ninety (90) days, the employer shall retroactively pay the employee \$50.00 for each complete month of service in the temporary assignment, not to exceed \$600.00. At the time of the temporary assignment, the employee shall be advised that the assignment is temporary.

SECTION 4 – ANNUAL UNIFORM MAINTENANCE ALLOWANCE. Each officer will be paid an annual allowance of \$150.00 for the maintenance and repair of uniforms. Such payment will be made on or before December 10 of each year.

SECTION 5 – DAMAGE TO EYEGLASSES, WATCHES AND PERSONAL CLOTHING. If an employee, in the line of duty, incurs damage to his/her prescription eyewear, watch or personal clothing, the City will reimburse the employee up to \$150.00 for repair or replacement of eyewear, \$100.00 for personal clothing (if not covered by Workers' Compensation) and up to \$50.00 for repair or replacement of a watch. The employee will submit such documentation as the Chief of Police may reasonably require in support of the reimbursement request. The above stated amounts apply to each damaged item.

ARTICLE 21 ALLOWANCES

SECTION 1 – REIMBURSEMENT FOR EXPENSES. Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from money salary payable.

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

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

the request of or with the approval of the City shall be paid for the employee either by direct payment, by advance, or by reimbursement.

ARTICLE 22
CALL-IN PAY

SECTION 1 – DEFINITION. Call-in pay is defined as payment for work assigned by the Police Chief or his designated representative and performed by an employee at a time disconnected from his normal and prescheduled hours of work.

SECTION 2 – COMPENSATION. Work done in this matter shall be compensated at the rate of time and one-half the employee's regular base hourly rate with a minimum of two hours pay at such rate.

ARTICLE 23
SICK LEAVE

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

SECTION 2 – PORTABILITY. Portability of sick leave is recognized to the extent that an employee has previously accumulated sick leave credit with any other governmental agency in the State of Ohio which was not used as of the date of his termination with such agency. The previously accumulated sick leave of an employee who has been separated from the service of another governmental agency of the State of Ohio shall be placed to such employee's credit on employment by the City, provided such employment by the City takes place within 10 years of the date on which such employee was last terminated from public service with any other governmental agency in the state. An employee who is entitled to such credit shall be credited with the unused balance of his accumulated sick leave up to the maximum sick leave accumulation. The employee shall furnish to the City

a statement from the employee's prior employer to establish the credit for such sick leave.

SECTION 3 – USE OF SICK LEAVE. Paid sick leave may be utilized for any of the following reasons:

- (A) An illness, injury, or pregnancy related condition experienced by the full- time employee;
- (B) A medical, dental, psychological or optical examination or treatment of the employee provided by the appropriate licensed practitioner;
- (C) Nothing in this section should be construed as requiring the Chief or his/her designee to approve the use of sick leave. The Chief or designee may investigate all usage of sick leave. If upon investigation, there is reason to believe sick leave has been improperly used, the Chief may withhold approval until such time as a statement by a licensed practitioner is produced or it is otherwise established that the absence constituted a proper use of sick leave.

Any sick leave of three or more consecutive scheduled work days may be requested to be substantiated by a doctor's certificate, acceptable to the City, describing the employee's condition. If a pattern of sick leave usage arises which causes the City to question the use of sick leave, a member shall be advised of the City's concern. If the pattern continues, the City may require the member to provide a doctor's note for an absence consistent with the pattern.

An employee may be granted up to three scheduled workdays per occurrence of paid sick leave at the discretion of Chief or his designee, in the event of an illness, injury or pregnancy related condition experienced by a member of the employee's immediate family to facilitate their care. Sick leave may also be granted for purposes of a medical, dental, psychological or optical examination or treatment of a member of the employee's immediate family. Immediate family means spouse, child or stepchild of the employee, father, mother, grandparents, or same residence dependent. Sick leave granted to an employee for the care of a member of the immediate family shall be limited to four (4) occurrences per calendar year.

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

SECTION 4 – RETIREMENT CONVERSION. An employee may elect at the time of retirement from active service with the City, to be paid in cash for the value of their accrued but unused sick leave credit. Employees may convert up to 1,600 hours of leave at a rate of one hour of pay for every two hours of leave, based on their regular hourly rate. The maximum payout is 800 hours.

To order to be eligible to convert the maximum sick leave into cash, the employee must be currently employed by the City, retiring under the terms of the pension plan and must have been employed by the City for the last ten consecutive years immediately preceding retirement.

Employees retiring with fewer than ten (10) years of service with the City of Springdale shall receive a sick-leave payout based on a percentage of the maximum eligible payout (800 hours, 50% of 1,600 hours). Eligibility begins after five (5) years of service, as follows:

Years of Service	% of 800 Max	Maximum Hours
0 to 4 years	0%	0
After 5 years	50%	400
After 6 years	60%	480
After 7 years	70%	560
After 8 years	80%	640
After 9 years	90%	720
After 10 years	100%	800

Further, an employee, other than an employee receiving a disability retirement, must have attained the unreduced retirement age and years of service as determined by the pension system from which the employee is retiring to be eligible for payout. Such payment shall be made only once to any employee.

SECTION 5 – ANNUAL CONVERSION. An employee who has attained up to the maximum of 1,720 hours accrued sick leave shall be entitled to convert sick leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1,600.

SECTION 6 Employees who are incapable of performing all of the essential functions of the position due to pregnancy or pregnancy-related condition, prior to the birth of a child, may be offered light duty and/or other reasonable accommodations to the employee’s

known limitations related to pregnancy, childbirth, or related medical conditions. In no event will the employer be required to provide light duty for more than one hundred eighty (180) calendar days.

ARTICLE 24
INJURY LEAVE

SECTION 1 The City of Springdale will provide a comprehensive workers’ compensation program at no cost to the employees. Workers’ compensation benefits are provided by the Ohio Bureau of Workers’ Compensation (BWC) according to its regulations and procedures. This program covers any injury or medical condition deemed a service-connected injury arising or occurring through the course of his/her employment that requires medical treatment. “Service-connected” is defined as an illness or injury that occurs as a direct result of an employee’s duties or activities performed on behalf of the employer, in alignment with official job responsibilities.

SECTION 2 Employees must engage in the safest practices possible in the course of and arising out of their employment with the City. Failure to engage in the safest practices available may result in discipline, up to and including termination. Any illness or injury that arises as a result of an employee operating outside the scope of the safest practices available may be denied Salary Continuation, Temporary Light-Duty assignment, and/or transitional work programs, independent of and regardless of claim approval or denial from the Ohio Bureau of Workers’ Compensation. This includes but is not limited to horseplay, non-job-related extracurricular activities (unauthorized), and/or the creation of, or participation in, an unsafe activity.

SECTION 3 When an injury occurs, the injured employee shall do the following:

- (A) Report the injury as soon as practical to a supervisor, but no later than the next business day following the injury, except where incapacity would prevent the ability to report.
- (B) Complete and submit an Incident Report, First Report of Injury (FROI) document, Medical Information Release form, and Injury Leave with Pay Application to the Department Director.

SECTION 4 - Preliminary Determination by City Administration. Upon receipt of all necessary documentation and forms, City Administration shall make a preliminary determination whether the injury or medical condition is service-connected or not.

(A) Service-Connected: If the injury or medical condition is determined to be service-connected, and a medical provider determines the employee is unable to return to full-duty, he/she shall be placed on Salary Continuation or in a Temporary, Light-Duty Assignment if a suitable position is available and aligns with medical restrictions, while awaiting claim acceptance.

1. The HR Administrator will file the claim documents with the City’s third-party BWC administrator.
2. The employee will be required to remain available during normal business hours (Monday-Friday 8:00 a.m. – 5:00 p.m.), excluding City observed Holidays, for follow-up medical evaluation/treatment, referrals, and/or other administrative follow-up to ensure the proper and timely claim submission/processing.
3. The employee will not be required to use any form of paid leave while awaiting claim approval, to include the remaining hours of his/her workday, unless the employee is unable to comply with section (A)(2) outlined above. In such cases, the employee must use Vacation, Holiday, or Compensatory Leave for those hours.

(B) Not Service-Connected: If the injury or medical condition is determined to be not service-connected, the employee will be required to use accumulated Sick Leave, Vacation Leave, Compensatory Time, or Holiday Leave.

1. If the injury or medical condition is determined to be a result of employee negligence, recklessness, willful or wanton disregard of policy, and/or outside the scope of job-related duties, pursuant to City Policy 401 – Safety, the employee shall be required to use paid leave as described above.
2. Should BWC and City Administration determine the injury or medical condition is service-connected at a later date, the employee’s Sick or other paid leave shall be restored, and time shall be charged to Salary Continuation.

SECTION 5 BWC Allowable Claim. The final determination of whether the injury or medical condition is allowable under the guidelines of a BWC claim will lay solely with BWC and any appellate decisions upholding, modifying, or reversing its decision. An allowable claim by BWC does not negate the other sections of this policy and employees may not be entitled to provisions established in this policy should City Administration determine the injury or illness is not service-connected.

- A. If BWC and City Administration determine the injury or medical condition is service-connected, the employee will remain on Salary Continuation or assigned a suitable Temporary, Light Duty Assignment.
 1. Temporary, Light Duty Assignment: Employees unable to return to full duty, but who are certified by a licensed medical professional to return to duty with restrictions may return to duty in a temporary, light -duty assignment if such assignment is available. Light-duty assignments are temporary tasks identified by City Administration and may or may not be located in the employee's normal department. Light-duty assignments are not scaled-down versions of the employee's normal job duties. Light-duty assignments offered to employees will be commensurate with the job restrictions provided by a licensed medical professional and such assignment may be refused by the employee. However, pursuant to the Ohio Bureau of Workers' Compensation regulations and guidelines, such refusals may result in the cessation of Worker's Compensation benefits. Employees who accept Temporary, Light-Duty assignments will be paid at their normal rate of pay for all hours of work performed. Light-Duty assignments shall not exceed forty (40) hours per week, unless mutually agreed upon by the employee and Police Chief. If the employee is not authorized for forty (40) hours per week, remaining hours will be supplemented with Salary Continuation.
 2. Salary Continuation: Employees who are unable to return to full-duty, and not offered or medically authorized for Temporary, Light-Duty, shall be allowed Salary Continuation for up to six (6) months or until he/she is medically cleared to return to full duty, whichever is shorter. Should the initial six (6) month period be exhausted, it may be

extended for additional periods at the discretion of the City Administration. Such extension(s) must be supported by sufficient proof of medical necessity.

- a) Employees on Salary Continuation shall be subject to the following:
 - i. Additional examination(s) by a medical provider, of the City's choice, to determine the extent of the injury or medical condition, prognosis for recovery, and the anticipated period of time for recovery;
 - a. If the employee's medical provider and the City's chosen provider disagree, a third medical provider will be selected either by mutual agreement between both providers or by mutual agreement between the employee and the City. Costs shall be borne by the City.
 - b. The determination by the third medical provider shall bind both parties.
 - ii. Mandatory attendance at scheduled appointments, therapies, treatments, etc. as ordered by their provider;
 - iii. Keeping the Department Director informed of any changes, including but not limited to recovery status, treatment plans, limitations or restrictions, and anticipated return to work. Such updates may require supporting documentation from the employee's medical provider and such notification shall be made immediately after his/her follow-up appointment;
 - iv. Are not entitled to receive Holiday or Sick Leave accrual benefits;
 - a. Holiday hours shall be accrued if the employee is on Salary Continuation for a period of less than fourteen (14) calendar days.
 - v. Must obtain a release from their medical provider when cleared to return to work without restriction(s).

SECTION 6 – Workers’ Compensation Leave. Employees who are not working a Temporary, Light-Duty assignment and not on, or have exhausted, Salary Continuation shall be placed on Workers’ Compensation Leave. Employees on Workers’ Compensation Leave will not be required to use accumulated Sick Leave, Vacation Leave, Compensatory Time, or Holiday Leave. However, where applicable, Workers’ Compensation Leave may run concurrently with FMLA Leave.

**ARTICLE 25
FUNERAL LEAVE**

SECTION 1 – PAID FUNERAL LEAVE. In the event of a death in an employee’s immediate family, the City shall grant up to thirty-six (36) hours of paid funeral leave. The leave will be granted at the discretion of the City Administrator or Mayor based on the circumstances. Immediate family is defined as follows:

- Spouse (or person living as spouse)
- Child (biological, adopted, stepchild, or legal ward)
- Parent (biological, adoptive, step, or legal guardian)
- Sibling (biological, adoptive, or step)
- Grandparent (including those of spouse)
- Grandchild
- In-law (father, mother, son, daughter, brother, or sister)
- Other relative(s) living within the employee’s household

Employees must notify their supervisor as soon as possible in the event of a death in their immediate family. Approval of funeral leave is subject to the discretion of the City Administrator or Mayor. Additional time off beyond thirty-six (36) hours may be requested using other forms of paid leave, or unpaid leave, subject to approval.

**ARTICLE 26
MILITARY LEAVE**

SECTION 1- MILITARY LEAVE. Bargaining unit employees shall receive military leave and pay in accordance with State and Federal law.

ARTICLE 27
JURY DUTY

SECTION 1 – JURY LEAVE. All employees covered by this Agreement who serve as jurors in any court are entitled to leave of absence from their respective duties. An employee on jury duty will receive the difference between his regular City salary and his fee as a juror. Such salary shall be based on the regular wage earned in effect at the time the employee commences jury duty. The "difference" between the City salary and jury duty fee means the excess of City salary over jury duty fees. In order to qualify for compensation under this Section, an employee must promptly return to work when excused temporarily or permanently from the jury duty.

ARTICLE 28
SPECIAL LEAVES

SECTION 1 – PERSONAL LEAVES. The Mayor, in his sole discretion, may grant upon request a personal leave of absence without pay for a period not to exceed 90 days. A personal leave may be extended by the Mayor, in his sole discretion, for an additional 90 days or for two additional ninety (90) day periods in the event of disability. An employee may be terminated if he fails to return to work by the end of the leave period or extended leave period.

ARTICLE 29
INSURANCE

SECTION 1 – MEDICAL INSURANCE. Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles, contributions and obligations as other City employees, including the working spouse rule. It is understood that such health insurance plan may change from time-to-time during the term of this agreement.

Through the duration of this Agreement, bargaining unit members shall contribute 15% of the monthly premium through a payroll deduction. If the City allows all its non-union employees to pay less than 15% of the premium, the bargaining unit members shall pay the lesser amount.

The City shall at all applicable times comply with the provisions of the Affordable Care Act and relevant regulations promulgated thereunder with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City’s health insurance plan.

The City will not collect, or attempt to collect, any personally-identifiable private health information with regard to covered members. In the event that the CLGBP collects personally-identifiable health information of covered members, the City will not access, or attempt to access, such information. However, the City may access non-personally identifiable aggregate information relating to covered members.

SECTION 2 – COORDINATION OF BENEFITS. Hospital and surgical benefits provided under the preceding section shall be subject to coordination of benefits in accordance with the requirements of the particular carrier.

SECTION 3 – LIFE INSURANCE. The City will provide group life and accidental death and dismemberment insurance in the amount of an employee’s annual base salary.

SECTION 4 – LIABILITY PROTECTION. The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if at the time of the act or omission the member was acting in good faith and within the scope of the member’s employment.

SECTION 5 – DENTAL INSURANCE. Each employee who wishes to participate in the City’s comprehensive dental program shall be included provided the employee pays: up to \$11.00/month for single coverage or up to \$22.00/month for family coverage. However, in the event that minimum participation levels required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide dental coverage.

SECTION 6 – VISION INSURANCE. The City shall make a plan available for employees to obtain vision insurance at rates determined by the carrier. However, in the event that minimum participation levels required as a condition of coverage by the carrier cannot

be met, the City shall not be obligated to provide vision insurance.

SECTION 7 - EMPLOYEE ASSISTANCE PROGRAM. The City shall provide and pay the necessary premium for the implementation of an Employee Assistance Program (EAP). The specific elements of the program will be as approved by the City from time to time as communicated to the City employees.

SECTION 8 - NO ADDITIONAL PAYMENT. Employees will not receive remuneration over and beyond the hospitalization, dental and life insurance coverage provided all City employees if they do not avail themselves of the coverage provided by the City.

SECTION 9 - DEFERRED COMPENSATION PLAN. A voluntary deferred compensation plan by payroll deduction shall be provided by the City.

SECTION 10 - ADDITIONAL PROGRAMS. The City, at its option, may make available such additional medical and insurance programs which, in the City's opinion, will be beneficial to the employees.

If during the term of this Agreement the City decides to implement other types of wellness programs such as programs addressing tobacco cessation, weight loss, cholesterol screening, etc., the union agrees to also participate in those programs, but the City agrees to negotiate with the OPBA about the effects of those programs on the employees, and such negotiation will be subject to the impasse resolution procedures of the Ohio Revised Code, unless the implementation of a program is required by Federal law.

ARTICLE 30

LAYOFFS

SECTION 1 - LAYOFF. Layoff of employees shall be made in the inverse order of the date when an employee first entered into service with the Springdale Police Department. If it is found that two or more employees have the same starting date, then layoff order for the employees involved shall be determined by their Civil Service ranking at the time they began service with the City.

SECTION 2 - RECALL. Should a position in the Police Department once abolished or made unnecessary be found necessary to be re-created or reestablished within three years from the date of abolishment, or should a vacancy that is to be filled occur through death

or resignation, of the incumbent or any other cause, or should the City reestablish positions within three years from the date of the abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

ARTICLE 31
BULLETIN BOARD

SECTION 1. One bulletin board measuring 48" x 48" will be provided within the Police Department facility for use by the OPBA and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The OPBA may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election and election results; general membership meetings and other related business meetings; general OPBA- business of interest to members of the bargaining unit.

ARTICLE 32
PUBLICIZING JOB OPPORTUNITIES

When a Civil Service examination is to be given for a position within the Police Department which would result in a higher pay grade, existing Police Department employees who are eligible shall be notified of said examination by a written notice posted at least forty-five (45) days before the test on a bulletin board to which all employees have access. A current copy of the applicable Civil Service regulations will also be made available at this time. In addition, every reasonable effort will be made to post a listing of test reference material thirty days (30) days prior to the test, if such list is available from the vendor providing the test. Employees interested in the promotional opportunity, shall submit, in writing, a letter of intent to take the examination, no less than thirty (30) days from the date of the exam.

ARTICLE 33
TUITION REIMBURSEMENT

SECTION 1 – TUITION REIMBURSEMENT.

- (A) Each employee who is subject to the provisions of this Agreement shall be eligible for reimbursement of tuition. Tuition must be for courses of instruction

taken towards a job-related degree or job-related courses not necessarily within the degree program at an accredited School, College or University. Tuition will be reimbursed up to three thousand dollars (\$3,000.00) per calendar year per covered employee.

- (B) All courses must be taken during non-working hours. All scheduled hours of courses must be filed and approved by the Department Head and Mayor. Any situation which, in the discretion of the Department Head and Mayor would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.
- (C) Financial assistance from Governmental or Private Agencies available to a covered employee, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the total tuition. When the employee's tuition is fully covered by another Governmental or Private Agency, the employee is not entitled to reimbursement.
- (D) All course work subject to reimbursement shall be approved in advance by the appropriate Department Head and Mayor. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.
- (E) Reimbursement shall be made upon successful completion of the course at the following rates: 100% for a grade of A, 85% for a grade of B, 70% for a grade of C or a non-graded course but required for the approved course of study. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee paid for tuition and fees. The employee will only be reimbursed for tuition, fees and books. No incidental expenses such as paper, supplies, mileage, parking, meals and/or other expenses will be paid.
- (F) Upon completion of a course from an accredited School, College or University, the employee shall remain employed by the City at the Police Department for a minimum of forty-eight (48) consecutive months, following the completion of the course. Should the employee voluntarily terminate his/her employment with the City, the employee will be required to reimburse the City for all monies paid to the employee for tuition for all applicable courses completed within the prior

forty-eight (48) month period. For every twelve (12) month period an employee remains, his/her repayment shall be reduced by twenty-five percent (25%). After twenty-four (24) months the repayment shall be reduced by fifty percent (50%), seventy-five percent (75%) after thirty-six months and one hundred percent (100%) after forty-eight months.

ARTICLE 34
RETIREMENT PURCHASES

SECTION 1. Upon retirement under the Ohio Police and Fire Pension Fund, (except mental disability) bargaining unit members who are actively employed with the City of Springdale immediately prior to their retirement may purchase their service weapon, badge, and Springdale Police Identification card at a cost of \$1.00. The badge and identification card shall clearly indicate the retired status of the member.

ARTICLE 35
LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, parties shall meet on a mutually agreeable day and time when requested by either party. The Employer or his designee shall meet with not more than five (5) representatives of the OPBA to discuss pending problems and to promote a more harmonious labor/management relationship. OPBA representatives attending labor/management meetings shall not, if the meetings are held during normal duty hours, suffer, any loss of pay for time spent in such meetings.

SECTION 2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those OPBA representatives who will be attending shall be provided by the OPBA. The purpose of such meeting shall be to:

- (A) Discuss the administration of this Agreement.
- (B) Notify the OPBA of changes made by the Employer which affect bargaining unit members of the OPBA.
- (C) Disseminate general information of interest to the parties.
- (D) Discuss ways to increase productivity and improve efficiency.

- (E) Consider and discuss health and safety matters relating to employees.
- (F) Provide an opportunity to the OPBA to share the views of its membership and/or make suggestions on subjects of interest to its members.

SECTION 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 36
FIELD TRAINING OFFICER

SECTION 1. Employees assigned by the Chief as a Field Training Officer (FTO) shall receive a five percent (5%) per hour differential for all hours worked while assigned a trainee.

ARTICLE 37
HEALTH AND SAFETY

SECTION 1. The City agrees to maintain reasonably safe and healthy working conditions in all aspects of employment.

ARTICLE 38
ON-CALL

Detectives assigned by the Chief of Police to be on call for a week shall be compensated in the amount of \$100.00 for the week he/she is on-call.

ARTICLE 39
DURATION

SECTION 1 – DURATION. This Agreement shall become effective at 12:01 a.m. on January 1, 2026. This Agreement shall remain in full force and effect for three years until midnight on December 31, 2028. This Agreement will be automatically renewed for successive one-year periods unless either party to the Agreement, on or before 90 days prior to the

expiration date, or if applicable, the extended expiration date, notifies the other party, in writing or by electronic transmission of its intention to modify or terminate this Agreement. This Agreement reflects the full and final agreement of the parties and may only be modified, during its term, by the written agreement of the parties.

(Signatures on Next Page)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, set their hands this _____ day of _____, 2026.

WITNESS:

CITY OF SPRINGDALE:

Lawrence C. Hawkins III, *Mayor*

Brian C. Uhl, *City Administrator*

OHIO PATROLMEN’S BENEVOLENT ASSOCIATION:

Det. Molly Norris, *Negotiating Team Member*

Det. Barrie Norris, *Negotiating Team Member*

P.O. Joseph Warren, *Negotiating Team Member*

Joseph M. Hegedus, *General Counsel*

ORDINANCE NO. 03-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL REPRESENTING THE FULL-TIME CORPORALS, SERGEANTS, AND LIEUTENANTS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale has engaged in negotiations and seeks to enter into a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council representing the full-time Corporals, Sergeants, and Lieutenants within the City of Springdale Police Department to establish wages, benefits, and other terms of employment for its members for the period of January 1, 2026 through December 31, 2028.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the Mayor and City Administrator are hereby authorized and directed to execute a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council representing the full-time Corporals, Sergeants, and Lieutenants within the City of Springdale Police Department as set forth in the attached Exhibit A, which is incorporated herein by reference.

Section 2. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Ordinance shall take effect on the earliest date allowed by law.

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to provide the benefits as set forth in the new agreement at the earliest possible date.

Passed this _____ day of January, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

AGREEMENT

BETWEEN THE



AND

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



OHIO LABOR COUNCIL

Corporals, Sergeants, and Lieutenants

Effective:

January 1, 2026 - December 31, 2028

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ARTICLE 1
AGREEMENT

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

ARTICLE 2
PURPOSE

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

ARTICLE 3
RECOGNITION

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

SECTION 3.2 – CERTIFICATION. This bargaining unit was certified by SERB on March 11, 2010, by case number 10-REP-01-0009, amended on July 15, 2021, by case number 2021-REP-04-0033, and amended on April 13, 2023, by case number 2022-REP-09-0123. This unit includes all full-time Corporals, Sergeants, and Lieutenants and excludes all other employees.

ARTICLE 4
SECURITY

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

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

SECTION 4.3. The Employer shall notify the local F.O.P. representative of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.

During the first pay period in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the Employer once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611, or by ACH.

SECTION 4.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P. dues. The F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article.

Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

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

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

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

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

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

ARTICLE 5

CONFLICT OF CONTRACT AND ORDINANCES

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

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

ARTICLE 6

MANAGEMENT RIGHTS

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

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;
- B. The determination, purchase and control of the types and number of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;
- C. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed;
- D. The right to contract, subcontract and purchase any or all work, processes or services on the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control in general improvement programs; and to establish, change, combine or discontinue job classifications and establish wage rates for any new or changed classifications.
- E. The right to determine the existence or nonexistence of facts which are the basis of the management decision; to establish or continue policies, practices, or procedures for the conduct of the Police Department and its services to the citizens of Springdale and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the City of Springdale; to determine the number of hours per day or week any operation of the police department may be carried on except to the extent otherwise specifically limited in this Agreement; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish and to change work

schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty for just cause subject to the rules of civil service; to lay off employees subject to the terms of this Agreement; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the police department of the City of Springdale subject to the specific disciplinary provisions of this Agreement.

- F. The right to assign work outside of the bargaining unit, or to contract or subcontract for work which has been or could be performed by bargaining unit members.

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

ARTICLE 7

NO STRIKE or LOCKOUT

SECTION 7.1 - DEFINITION OF STRIKE. During the life of this Agreement or any extensions hereof, the F.O.P., on behalf of the employees, agrees that there shall be no strikes of any kind. The term, "strike", shall have the same definition for purposes of this Agreement as is contained in 4117.01(H) of the Ohio Revised Code. Any employee who is absent from work without permission or abstains from performance of his assigned duties in a normal manner without permission, on the date or dates when a strike or job action occurs, shall be presumed to have engaged in such a strike on such date or dates.

SECTION 7.2 - CONSEQUENCES OF STRIKE. In the event that any employee is engaged in any violation of this Article, the F.O.P. shall, upon notification by Management, immediately order such employee to resume normal work activities and shall publicly denounce any violation of this Article. The F.O.P., its officers, agents, representatives, and members and all other employees covered

by this Agreement shall not in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike.

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

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

SECTION 7.4 – NO LOCKOUT. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those Employees have violated Section 7.1 of this Article and are subject to disciplinary action, up to and including discharge by the Employer.

ARTICLE 8
F.O.P. BUSINESS

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

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

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

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

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

- A. Posting of F.O.P. notices on the designated bulletin board areas.
- B. Representing employees in the grievance procedure in place of a representative in accordance with the preceding section.
- C. Representing the F.O.P and not on behalf of the individual members of the bargaining unit.
- D. General supervisory review of grievances.
- E. Acting as liaison between the City, the F.O.P. and the employees.

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

SECTION 8.3 – NEGOTIATORS. The F.O.P. may designate up to three members of the bargaining unit to serve on its negotiating committee. The F.O.P. shall inform the City Administrator of the identity of the persons so designated at least sixty (60) days prior to the expiration of this Agreement or any extensions hereof. Any committeeman who is scheduled for duty during the time of negotiation sessions may attend the negotiation session during his scheduled duty hours. Any committeeman on duty may be relieved from duty one hour before a negotiation session to meet and confer with the other committeemen. The committeemen will be compensated at their regular rate for their scheduled duty hours during which they attend negotiation sessions and during the hour preceding each session, if regularly scheduled to work during such one hour period. At the end of the negotiation session, a committeeman shall return to his regular assignment if the session ends before the end of his regularly scheduled shift. In the event of an emergency or if, in the judgment of the Chief of Police, a committeeman is needed for duty the committeeman may be required to leave the negotiation session and return to duty. The City will make a good faith effort to schedule the hours of committeemen so that they will have sufficient time to sleep between the end of their shift immediately preceding the negotiation session and the beginning of the negotiation session.

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

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1.

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

- B. A disciplinary action of suspension, demotion or discharge shall be subject to the grievance procedure and arbitrable pursuant to Section 9.10 of this Article.

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

SECTION 9.3 – PROCEDURE INFORMAL RESOLUTION. It is the desire and intention of the parties that grievances be promptly and informally resolved between the employee and his immediate supervisor whenever possible. An employee who believes that he has a grievance will so advise his immediate supervisor at the earliest possible time but not later than eleven (11) calendar days following the occurrence of the events or circumstances giving rise to the grievance or within eleven (11) calendar days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The employee and his immediate supervisor shall attempt to resolve the dispute informally. If the employee is not satisfied with the oral response from his immediate supervisor or if such supervisor gives no answer within eleven (11) calendar days following the date upon which the employee first notified the supervisor of the matter, the employee may proceed to Step 1. Before a grievance is placed in writing and

taken to Step 1, such grievance shall be screened by the grievance representative or appropriate alternate.

Step 1 – Immediate Supervisor. If an employee's immediate supervisor is not the Chief of Police an employee having a grievance shall complete a grievance form and deliver it to his immediate supervisor within eleven (11) calendar days following the occurrence of the events or circumstances giving rise to the grievance or within eleven (11) calendar days after the grievant knew or should have known of the events or circumstances giving rise to the grievance. The supervisor shall note on the grievance form the date and time he received it. If an employee's immediate supervisor is the Chief of Police, the grievance form shall be delivered to the Chief within eleven (11) calendar days. The Chief shall process the grievance in accordance with Step 2, below. A grievance received beyond the eleven (11) calendar day limit shall not be considered. Within eleven (11) calendar days after receipt of the grievance, the supervisor shall affix his written response to the grievance form, date and sign it, and return a copy of it to the grievant, or in the absence of the grievant, to the F.O.P. representative, if any, designated on the form. If the grievant does not process the grievance to Step 2 within the time limits provided for Step 2, the answer of the supervisor shall be final. If the supervisor fails to respond within the time limits provided for in this step, the grievance may proceed to the next step of the grievance procedure.

Step 2 – Chief of Police. If a grievance is not settled in Step 1, the grievant may proceed to Step 2 by delivering the grievance form, with the supervisor's Step 1 answer noted thereon, to the Chief of Police within eleven (11) calendar days following the grievant's receipt of his supervisor's Step 1 answer. If the Chief is absent due to vacation or other leave, the duties of the Chief under this step shall be assumed by the officer acting in place of the Chief. The Chief of Police shall note on the grievance form the date and time he received it. The Chief shall fully investigate the grievance, affix his written answer to the grievance form, sign and date the form, and deliver a copy of it to the grievant, or in the grievant's absence, to the F.O.P. employee representative designated thereon, within eleven (11) calendar days of the Chief's receipt of the grievance form. If the grievant does not process the grievance to Step 3 within the time limits specified for Step 3, the Chief's answer shall be final. If the Chief fails to respond to the grievant within the

time limits provided for in this step, the grievance may be appealed to the next step of the grievance procedure.

Step 3 – The Mayor. If the grievance is not settled in Step 2, the grievant may proceed to Step 3 by delivering to the Mayor, or in his absence the City Administrator, a copy of the grievance form with Step 1 and Step 2 answers affixed thereto, within eleven (11) calendar days following the grievant's receipt of the Chief's Step 2 answer. The Mayor, or in his absence the City Administrator, shall note on the form the date and time of its receipt from the grievant. Within twenty-one (21) calendar days after his receipt of the grievance, the Mayor, or his designee, shall investigate the grievance and schedule a meeting to be held during the working hours of the Mayor, or his designee, or at such other time as can be mutually agreed upon by the Mayor or his designee, and the grievant. If it appears that the Mayor or his designee is unable to meet the timetable for this step due to illness or absence, the City Administrator or his designee will act for the Mayor. The Mayor, or his designee, shall preside at the meeting and the purpose of the meeting shall be to hear an explanation of all facts material to the grievance. The grievant shall be present and may bring with him an F.O.P. representative and/or the FOP/OLC Associate. The Mayor, in his sole discretion, may have in attendance at the meeting the City Administrator. With 48 hours advance notice and upon mutual agreement of the City and the F.O.P., other persons (including legal counsel) necessary for a full development of the relevant facts may attend.

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

Within eleven (11) calendar days after this Step 3 meeting, the Mayor, or his designee shall give his written answer to the grievant or his representative.

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

SECTION 9.5 - JURISDICTION. All grievances subject to this grievance procedure must be submitted to this procedure. If a dispute arises which is not subject to the grievance procedure, an employee may pursue any remedy available to him under applicable law.

SECTION 9.6 - GRIEVANCE REPRESENTATIVES. The City shall, to the extent possible, attempt to schedule any grievance meetings provided for in this procedure at a time when the grievant and his representative are on duty. Unless specifically provided otherwise in this Agreement, a grievant or his representative shall not receive compensation for time spent regarding grievances and, in no event, shall a grievant or his representative receive overtime pay to engage in grievance activities.

SECTION 9.7 - TIME LIMITS. It is the intention of the parties that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the City's designated representative may mutually agree, at any step, to short time extensions for the answer. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent. If the grievant fails to meet the time limits, the City's last answer shall be final.

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

SECTION 9.9 - NONDISCRIMINATION. No member or official of the bargaining unit shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure. Neither the F.O.P. nor the employees shall overburden or abuse the grievance procedure by filing frivolous or repetitious grievances.

SECTION 9.10 – ARBITRATION

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

Section B – Selection Of Arbitrator. Within fourteen (14) calendar days following the Mayor's receipt of the F.O.P.'s application for arbitration, the Mayor or his/her designee and the FOP/OLC representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service or other mutually agreeable arbitration service, to submit a panel of arbitrators from which the City and the F.O.P. shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The F.O.P. shall strike first when this provision is first used and the City and the F.O.P. shall alternate striking first thereafter. Either party may elect to strike one entire list and request a new list of arbitrators. Costs of a subsequent list will be borne by the party striking the prior list.

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

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

Section E – Arbitrator's Award. The arbitrator shall render in writing his findings and award within thirty (30) days after the record is closed, and shall forward such findings, award, and all supporting data to the office of the Mayor and the F.O.P. The award, if in favor of the grievant, will be immediately implemented by the City.

ARTICLE 10 **DISCIPLINE**

SECTION 10.1 – SCOPE. This Article is not intended to limit or abridge any rights and remedies available under Article 9, Grievance Procedure. It is intended to clarify the administrative procedures to be followed prior to the commencement of any appeal. The parties recognize that discipline is essential to the operation of the Police Department and agree that fair discipline is necessary for the public interest, the morale of the Police Department, and the welfare of the employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the City regarding whether and the extent to which discipline shall be imposed.

SECTION 10.2 – INVESTIGATION OF MISCONDUCT. The City may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The response by the employee, either written or oral, shall be subject to the following:

- A. Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage at any criminal proceedings against the employee.
- B. The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.
- C. Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.
- D. An on-the spot interview during, immediately afterwards, or at the first convenient time in relationship to the circumstances and the event in question, does not require the presence of an employee representative but an employee may have one if available. This initial interview will be to gain knowledge as to the facts of the event and will be conducted as soon as practicable.

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

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

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

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

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

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

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

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

SECTION 10.10 – PERSONNEL FILES.

- A. There shall be one official personnel file maintained by the City for each employee.
- B. An employee shall be allowed to review his personnel file at any reasonable time upon written request. An employee may also authorize his attorney to review the personnel file. A request for review of the personnel file shall be made to the City Administrator or his designee. The review shall be made in the presence of the Mayor or the City Administrator or his designee.
- C. The employee shall be notified when a public records request is made for the employee's personnel records. Nothing in this section is intended to authorize the release of any information which is not a public record as defined by Section 149.43 O.R.C.
- D. An employee may copy documents in his personnel file. The City may levy a reasonable charge for such copying.
- E. If upon examining the personnel file, an employee has reason to believe that there is an unfavorable or incorrect notation contained therein, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No statement of rebuttal may be placed in an employee's file later than ten (10) calendar days after the employee has notice of the incorrect or unfavorable statement. No anonymous material of any type shall be included in the employee's personnel file. An employee's signature on a document in the file shall mean he has seen a document but shall not be deemed an admission by the employee that he agrees with its content.

- F. Records of reprimands and suspensions of twenty-four (24) hours or less shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, providing there are no intervening discipline actions taken during that time. Records of disciplinary action of a suspension of more than twenty-four (24) hours shall cease to have force and effect or be considered in future discipline five (5) years after their effective date, providing there are no intervening disciplinary actions taken during that time. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file.

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

ARTICLE II

WAGES

SECTION 11.1. The wage rates for this bargaining unit shall be set by a rank differential and shall be effective the first pay cycles of January 2026, January 2027, and January 2028. The rank differentials for Corporals, Sergeants, and Lieutenants shall be as indicated below:

Corporals - The Corporal's rate shall be seven and a half percent (7.5%) above the Top Step Patrol Officer's rate.

Sergeants - The Sergeant's rate shall be fifteen percent (15%) above the Top Step Patrol Officer's rate.

Lieutenants - The Lieutenant's rate shall be ten percent (10%) above the Sergeant's rate.

SECTION 11.2. Since the wage rates for this bargaining unit are contingent upon those of the Patrol Officers, an addendum shall be developed, attached to this Contract, and distributed to the members upon negotiation of the Patrol

Officers Contract. Any wage rates negotiated by the Patrol Officers shall be retroactive to the effective date of those rates for this unit.

SECTION 11.3. Acting Pay-Hourly Positions: When a vacancy is created within a rank, the Chief or Chief's designee shall appoint a supervisor of a lower rank as acting in the capacity of the higher rank until the vacancy is permanently filled through the established promotion process. The supervisor serving in this capacity shall be compensated at the current rate of pay for the rank in which they are acting, as outlined in Article 11 section 11.1, for all hours worked.

SECTION 11.4. If the patrol officers receive a lump sum payment in lieu of an across-the-board wage increase, bargaining unit employees shall receive the same payment.

ARTICLE 12

WORK SCHEDULE

SECTION 12.1 – SCHEDULES. Supervisors may be assigned to 5/2 schedule consisting of 8 hour days with no more than 5 consecutive workdays without receiving 2 consecutive days off with a minimum of 2080 hours annually.

Members assigned to patrol duties will be assigned to a twelve (12) hour shift.

The standard work period for full-time employees on a 12-hour shift shall consist of eighty-four (84) hours per fourteen (14) day work period. The standard period will consist of seven (7) days worked out of the fourteen (14) day period that includes every other Friday, Saturday, Sunday off (2-3-2). Any such employee who works in excess of twelve (12) hours in any given workday or who works a scheduled off day or Kelly day shall be entitled to overtime compensation. Patrol Officers working a twelve-hour shift shall be paid for eighty (80) hours biweekly. To compensate for the additional four hours worked during each fourteen (14) day period, each employee on a twelve-hour shift shall be entitled to a Kelly day every six weeks. The selection of a Kelly day may be restricted to specific days of the week. Once an employee is assigned their initial Kelly day, the following Kelly days will be approximately forty-two (42)

days later. If the employee's Kelly day must be cancelled due to the operational needs of the Department, all hours work on this day shall be paid at the overtime rate of pay.

No member shall be required to work more than sixteen (16) consecutive hours during any workday shall be given at least an eight (8) hour break between the end of his shift and the beginning of his next shift.

The parties agree that during the term of the agreement, they may work cooperatively with the Chief of Police to develop a schedule that is mutually agreeable to the city and a simple majority of the bargaining unit members.

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

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

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

ARTICLE 13

OVERTIME

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

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

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

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

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

SECTION 13.2 – COMPENSATORY TIME. In lieu of receiving overtime compensation, an employee may elect compensatory time off. The maximum amount of

compensatory time that may be carried in his/her comp time bank is ninety-six (96) hours and employees may not use more than ninety-six (96) hours of compensatory time in a calendar year. Compensatory time may be converted to pay during any pay period in February through November. Compensatory time shall not be approved in increments of less than one-half hour. An employee may carry compensatory time existing at the end of the year into the next year.

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

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

ARTICLE 14

COURT TIME

SECTION 14.1 – COMPENSATION. Whenever it is necessary for an off-duty Supervisor to appear in Mayor's Court, Municipal Court, Common Pleas Court, or U. S. District Court, or appear at a hearing before any tribunal maintained by an agency of State or Federal government on matters pertaining to, or arising from police business; or whenever it is necessary for an off-duty Supervisor to appear before the prosecutor for a pretrial conference; the Supervisor shall prepare an overtime record form and submit it to their supervisor for approval. Court time shall be compensated at the rate of time and one-half the employee's regular hourly base rate with a minimum of three (3) hours pay at such rate for all appearances listed above. If an employee's shift ends within four and a half (4.5) hours of a scheduled court appearance, the employee shall be compensated a minimum of four (4) hours at time and one-half of the employee's regular hourly base rate.

Compensable court time begins when the employee arrives at his destination and ends when the employee is dismissed from the hearing,

conference, or other proceeding except for appearances in Hamilton County Courts or Federal District Court, where the court time shall commence when the employee leaves his or her residence. Additional court time may be approved by the employee's supervisor in the event that the employee is required to appear at a location exceeding fifty (50) miles from the Municipal Building of Springdale, Ohio.

ARTICLE 15

VACATION

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

TABLE I

**Prorated Vacation Credit
Expressed in One-Week Increments**

**Standard Workday Schedule
(8, 9, 10 or 12)**

1 Jan. - 6 Feb.	40 hrs.
7 Feb. - 15 Mar.	36 hrs.
16 Mar. - 21 Apr.	32 hrs.
22 Apr. - 28 May	28 hrs.
29 May - 4 July	24 hrs.
5 July - 9 Aug.	20 hrs.
10 Aug. - 14 Sept.	16 hrs.
15 Sept. - 20 Oct.	12 hrs.
21 Oct. - 25 Nov.	8 hrs.
26 Nov. - 31 Dec.	4 hrs.

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

SECTION 15.2 – VACATION LEAVE SCHEDULES.

- A. On January 1, all permanent full-time employees who are regularly assigned to 8, 9, 10, or 12 hour workdays shall be entitled to annual vacation leave with pay each calendar year according to Table II:

TABLE II

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

SECTION 15.3 – CONVERSION OF VACATION HOURS TO PAY. Any employee with 80 hours or more of vacation hours shall have the option of cashing in 80 hours of vacation hours for pay at the regular rate of pay. Any conversion of vacation hours to pay shall be submitted no later than December 1st and paid out by the end of December. If approved leave time scheduled after December 1st has to be revoked by the City due to extenuating circumstances, the leave time shall be paid out.

SECTION 15.4 – CALCULATION OF VACATION LEAVE.

- A. Vacation leave is calculated on a calendar year basis. Every January 1, following the employee’s first anniversary, each employee will be credited with one year’s vacation leave which must be used during that calendar year.
- B. When an employee reaches the next threshold service anniversary (for years seven, twelve and eighteen), the additional vacation leave credit

will be prorated at the value found in Table I and must also be used during that calendar year.

- C. When an employee terminates or retires, his or her vacation credit for the final year will be prorated from January 1 to the date of termination. Said prorated vacation credit will be in addition to the vacation credit earned by the employee during the prior calendar year.
- D. An employee who is on unpaid leave for twenty-one (21) or more calendar days in a month will have his or her vacation reduced in the following year by one-twelfth for each such month.
- E. A person employed by the City is entitled to have his or her prior service with any other governmental agency of the State of Ohio counted as if it were service with the City for the purpose of computing the amount of the vacation leave to which he or she is entitled. However, no employee shall be entitled to any vacation leave until he or she has completed at least one full year of service with the City of Springdale. The City Administrator shall require any employee requesting credit for prior service to furnish a satisfactory written, signed statement from the former employer to establish the length and anniversary date of his prior service.

SECTION 15.5 – VACATION PICKS. An Employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

SECTION 15.6 – CARRY-OVER. Employees may carry over unused vacation hours into the next calendar year, up to the limit established by City policy. An employee's vacation balance may not exceed their annual vacation entitlement plus the maximum allowed carry-over.

ARTICLE 16

HOLIDAYS

SECTION 16.1 – DESIGNATED HOLIDAYS. Each permanent full-time employee shall be given the following holidays with pay: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (1/2 day), Christmas, New Year’s Eve (1/2 day), and two (2) Floating Holidays. If any employee is required to work on a holiday, he shall be entitled to time off on another regular workday, or at his option, receive eight (8) hours pay in lieu of the time off. In recognition of the eleven (11) holidays listed above, the maximum holiday hours available in a calendar year shall be 88 hours. The two (2) Floating Holidays shall be available for the employee to use at any time during January 1 and December 31 of each calendar year. An employee who separates from City service prior to completing six (6) months of work in the calendar year, shall have his final paycheck, reduced by the dollar value of the day or days used. Employees hired on or after July 1 shall only be credited with one (1) Floating Holiday.

ARTICLE 17

VACATION AND HOLIDAY TIME REQUEST

SECTION 17.1 – TIME RESTRAINTS. Vacation requests of 36 hours or more must be approved not less than 14 calendar days, and not more than 120 calendar days, in advance except with the permission of the Police Chief. These hours may be composed of a combination of vacation days or holidays. If there are conflicts in vacation requests, seniority will prevail. Vacation requests for a period less than 36 hours will be treated the same as a holiday. Holidays and vacation hours shall not be approved in less than one-hour increments. All requests must be approved by the immediate supervisory officer for the time requested.

ARTICLE 18

LONGEVITY PAY

SECTION 18.1 – COMPENSATION. All permanent employees, in addition to their regular compensation, shall receive longevity pay as follows: on December 1

following the completion of five years of service, an employee shall receive \$350 longevity pay. This sum shall increase by \$70 per year, payable on December 1 of each year, up to a maximum of \$1,750 after 25 years of service. Thereafter, each employee with such service shall receive \$1,750 longevity pay on December 1 of each year. If an employee resigns or retires before December 1 of any year, his longevity pay shall be prorated for the calendar year in which he resigns or retires.

ARTICLE 19

UNIFORMS

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

SECTION 19.2 – INVESTIGATORS. Each Investigative Supervisor shall be allowed \$600.00 upon transfer to the position of investigator to be used for the purchase of clothing suitable to the position. In each succeeding year, an Investigative Supervisor shall be allowed reimbursement for replacement and repairs to his clothing used in the course of his employment up to the amount of \$400.00 per year.

The City shall have the right to temporarily assign any employee to the position of investigative supervisor for a period not to exceed ninety (90) days without incurring any cost under this provision. If a temporary assignment exceeds ninety (90) days, the employer shall retroactively pay the employee \$50.00 for each complete month of service in the temporary assignment, not to exceed \$600.00. At the time of the temporary assignment, the employee shall be advised that the assignment is temporary.

SECTION 19.3 – ANNUAL UNIFORM MAINTENANCE ALLOWANCE. Each Supervisor will be paid an annual allowance of \$150.00 for the maintenance and repair of uniforms. Such payment will be made on or before December 10 of each year.

SECTION 19.4 – DAMAGE TO EYEGLASSES, WATCHES AND PERSONAL CLOTHING. If an employee, in the line of duty, incurs damage to his/her prescription eyewear, watch or personal clothing, the City will reimburse the employee up to \$150.00 for

repair or replacement of eyewear, \$100.00 for personal clothing (if not covered by Workers' Compensation) and up to \$50.00 for repair or replacement of a watch. The employee will submit such documentation as the Chief of Police may reasonably require in support of the reimbursement request. The above stated amounts apply to each damaged item.

ARTICLE 20
ALLOWANCES

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

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

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

ARTICLE 21
CALL-IN PAY

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

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

ARTICLE 22

SICK LEAVE

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

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

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

- A. An illness, injury, or pregnancy related condition experienced by the full time employee;
- B. A medical, dental, psychological or optical examination or treatment of the employee provided by the appropriate licensed practitioner.
- C. Nothing in this section should be construed as requiring the Chief or his/her designee to approve the use of sick leave. The Chief or designee may investigate all usage of sick leave. If upon investigation, there is reason to believe sick leave has been improperly used, the Chief may withhold approval until such time as a note by a doctor, nurse practitioner or other licensed practitioner is produced or it is otherwise established that the absence constituted a proper use of sick leave.

Any sick leave of more than twenty-four (24) consecutive scheduled work hours may be substantiated by a doctor's, nurse practitioner or other licensed practitioner note, describing the employee's condition. If a pattern of sick leave usage arises which causes the City to question the use of sick leave, a member shall be advised of the City's concern. If the pattern continues, the City may require the member to provide a doctor's, nurse practitioner or other licensed practitioner note for an absence consistent with the pattern.

An employee may be granted up to twenty-four (24) regularly scheduled work hours per occurrence of paid sick leave at the discretion of Chief or his designee, in the event of an illness, injury or pregnancy related condition experienced by a member of the employee's immediate family to facilitate their care. Sick leave may also be granted for purposes of a medical, dental, psychological or optical examination or treatment of a member of the employee's immediate family. Immediate family means spouse, child, foster child or stepchild of the employee, father, mother, grandparents, father-in-law, mother-in-law, same residence dependent. Sick leave granted to an employee for the care of a member of the immediate family shall be limited to four (4) occurrences per calendar year.

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

SECTION 22.4 – RETIREMENT CONVERSION. An employee may elect at the time of retirement from active service with the City to be paid in cash for the value of his accrued but unused sick leave credit. An accumulation of 0 – 1,600 sick hours shall be converted at a 2 to 1 conversion rate. The maximum amount of hours to be converted at retirement is 1,600 hours.

To be eligible for convert the maximum sick leave into cash, the employee must be currently employed by the City, retiring under the terms of the pension plan and must have been employed by the City for the last ten (10) consecutive years immediately preceding retirement.

Employees retiring with fewer than ten (10) years of service with the City of Springdale shall receive a sick-leave payout based on a percentage of the maximum eligible payout (800 hours, 50% of 1,600 hours). Eligibility begins after five (5) years of service, as follows:

Years of Service	% of 800 Max	Maximum Hours
0 to 4 years	0%	0
After 5 years	50%	400
After 6 years	60%	480
After 7 years	70%	560
After 8 years	80%	640
After 9 years	90%	720
After 10 years	100%	800

Further, an employee, other than an employee receiving a disability retirement, must have attained the unreduced retirement age and years of service as determined by the pension system from which the employee is retiring to be eligible for payout. Such payment shall be made only once to any employee.

SECTION 22.5 – ANNUAL CONVERSION. An employee who has attained up to the maximum of 1,720 hours accrued sick leave shall be entitled to convert sick

leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1,600.

ARTICLE 23
INJURY LEAVE

SECTION 23.1. The City of Springdale will provide a comprehensive workers' compensation program at no cost to the employees. Workers' compensation benefits are provided by the Ohio Bureau of Workers' Compensation (BWC) according to its regulations and procedures. This program covers any injury, or medical condition deemed a service-connected injury arising or occurring through the course of his/her employment that requires medical treatment. "Service-connected" is defined as an illness or injury that occurs as a direct result of an employee's duties or activities performed on behalf of the employer, in alignment with official job responsibilities.

SECTION 23.2. Employees must engage in the safest practices possible in the course of and arising out of their employment with the City. Failure to engage in the safest practices available may result in discipline, up to and including termination. Any illness or injury that arises as a result of an employee operating outside the scope of the safest practices available may be denied Salary Continuation, Temporary Light-Duty assignment, and/or transitional work programs, independent of and regardless of claim approval or denial from the Ohio Bureau of Workers' Compensation. This includes but is not limited to horseplay, non-job-related extracurricular activities (unauthorized), and/or the creation of, or participation in, an unsafe activity.

SECTION 23.3. When an injury occurs, the injured employee shall do the following:

- A. Report the injury as soon as practical to a supervisor, but no later than the next business day following the injury, except where incapacity would prevent the ability to report.

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

SECTION 23.4 - Preliminary Determination by City Administration. Upon receipt of all necessary documentation and forms, City Administration shall make a preliminary determination whether the injury or medical condition is service-connected or not.

- A. Service-Connected: If the injury or medical condition is determined to be service-connected, and a medical provider determines the employee is unable to return to full-duty, he/she shall be placed on Salary Continuation or in a Temporary, Light-Duty Assignment if a suitable position is available and aligns with medical restrictions, while awaiting claim acceptance.
 - 1. The HR Administrator will file the claim documents with the City's third-party BWC administrator.
 - 2. The employee will be required to remain available during normal business hours (Monday-Friday 8:00 a.m. – 5:00 p.m.), excluding City observed Holidays, for follow-up medical evaluation/treatment, referrals, and/or other administrative follow-up to ensure the proper and timely claim submission/processing.
 - 3. The employee will not be required to use any form of paid leave while awaiting claim approval, to include the remaining hours of his/her workday, unless the employee is unable to comply with section (A)(2) outlined above. In such cases, the employee must use Vacation, Holiday, or Compensatory Leave for those hours.
- B. Not Service-Connected: If the injury or medical condition is determined to be not service-connected, the employee will be required to use accumulated Sick Leave, Vacation Leave, Compensatory Time, or Holiday Leave.

1. If the injury or medical condition is determined to be a result of employee negligence, recklessness, willful or wanton disregard of policy, and/or outside the scope of job-related duties, pursuant to City Policy 401 – Safety, the employee shall be required to use paid leave as described above.
2. Should BWC and City Administration determine the injury, or medical condition is service-connected at a later date, the employee's Sick or other paid leave shall be restored, and time shall be charged to Salary Continuation.

SECTION 23.5 BWC Allowable Claim. The final determination of whether the injury or medical condition is allowable under the guidelines of a BWC claim will lay solely with BWC and any appellate decisions upholding, modifying, or reversing its decision. An allowable claim by BWC does not negate the other sections of this policy and employees may not be entitled to provisions established in this policy should City Administration determine the injury or illness is not service-connected.

- A. If BWC and City Administration determine the injury or medical condition is service-connected, the employee will remain on Salary Continuation or assigned a suitable Temporary, Light Duty Assignment.
 1. Temporary, Light Duty Assignment: Employees unable to return to full duty, but who are certified by a licensed medical professional to return to duty with restrictions may return to duty in a temporary, light -duty assignment if such assignment is available. Light-duty assignments are temporary tasks identified by City Administration and may or may not be located in the employee's normal department. Light-duty assignments are not scaled-down versions of the employee's normal job duties. Light-duty assignments offered to employees will be commensurate with the job restrictions provided by a licensed medical professional and such assignment may be refused by the employee. However, pursuant to the Ohio Bureau of Workers' Compensation regulations and guidelines, such refusals may result in the

cessation of Worker's Compensation benefits. Employees who accept Temporary, Light-Duty assignments will be paid at their normal rate of pay for all hours of work performed. Light-Duty assignments shall not exceed forty (40) hours per week, unless mutually agreed upon by the employee and Police Chief. If the employee is not authorized for forty (40) hours per week, remaining hours will be supplemented with Salary Continuation.

2. Salary Continuation: Employees who are unable to return to full-duty, and not offered or medically authorized for Temporary, Light-Duty, shall be allowed Salary Continuation for up to six (6) months or until he/she is medically cleared to return to full duty, whichever is shorter. Should the initial six (6) month period be exhausted, it may be extended for additional periods at the discretion of the City Administration. Such extension(s) must be supported by sufficient proof of medical necessity.

- a) Employees on Salary Continuation shall be subject to the following:

- i. Additional examination(s) by a medical provider, of the City's choice, to determine the extent of the injury or medical condition, prognosis for recovery, and the anticipated period of time for recovery;

- a. If the employee's medical provider and the City's chosen provider disagree, a third medical provider will be selected either by mutual agreement between both providers or by mutual agreement between the employee and the City. Costs shall be borne by the City.

- b. The determination by the third medical provider shall bind both parties.

- ii. Mandatory attendance at scheduled appointments, therapies, treatments, etc. as ordered by their provider;
- iii. Keeping the Department Director informed of any changes, including but not limited to recovery status, treatment plans, limitations or restrictions, and anticipated return to work. Such updates may require supporting documentation from the employee's medical provider and such notification shall be made immediately after his/her follow-up appointment;
- iv. Are not entitled to receive Holiday or Sick Leave accrual benefits;
 - a. Holiday hours shall be accrued if the employee is on Salary Continuation for a period of less than fourteen (14) calendar days.
- v. Must obtain a release from their medical provider when cleared to return to work without restriction(s).

SECTION 23.6 - Workers' Compensation Leave. Employees who are not working a Temporary, Light-Duty assignment and not on, or have exhausted, Salary Continuation shall be placed on Workers' Compensation Leave. Employees on Workers' Compensation Leave will not be required to use accumulated Sick Leave, Vacation Leave, Compensatory Time, or Holiday Leave. However, where applicable, Workers' Compensation Leave may run concurrently with FMLA Leave.

ARTICLE 24

BEREAVEMENT LEAVE

SECTION 24.1 - PAID BEREAVEMENT LEAVE. Each employee covered by this Agreement shall be granted up to thirty-six (36) hours of paid funeral leave, in the event of death in the employee's immediate family. Upon approval of the

Mayor, unpaid bereavement leave in excess of thirty-six (36) hours may be granted. For the purpose of this section, "immediate family" is defined as:

- Spouse (or person living as spouse)
- Child (biological, adopted, stepchild, or legal ward)
- Parent (biological, adoptive, step, or legal guardian)
- Sibling (biological, adoptive, or step)
- Grandparent (including those of spouse)
- Grandchild
- In-law (father, mother, son, daughter, brother, or sister)
- Other relative(s) living within the employee's household

ARTICLE 25
MILITARY LEAVE

SECTION 25.1 – MILITARY LEAVE WITH PAY. Bargaining unit employees shall be entitled to military leave in accordance with state and federal law.

ARTICLE 26
JURY DUTY

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

ARTICLE 27
SPECIAL LEAVES

SECTION 27.1 – PERSONAL LEAVES. The City Administrator, in his sole discretion, may grant upon request a personal leave of absence without pay for a period

not to exceed ninety (90) calendar days. A personal leave may be extended by the City Administrator, in his sole discretion, for an additional ninety (90) calendar days or for two additional ninety (90) calendar day periods in the event of disability. An employee may be terminated if he fails to return to work by the end of the leave period or extended leave period.

ARTICLE 28
INSURANCE

SECTION 28.1. MEDICAL INSURANCE. Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles and obligations as other City employees, including the working spouse rule. It is understood that such health insurance plan may change from time-to-time during the term of this agreement.

Through the duration of this Agreement, bargaining unit members shall contribute 15% of the monthly premium through a payroll deduction. If the City allows all its non-union employees to pay less than 15% of the premium, the bargaining unit members shall pay the lesser amount.

The City shall at all applicable times comply with the provisions of the Affordable Care Act and relevant regulations promulgated thereunder with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

If the City chooses a health insurance plan with deductibles of no more than \$3,000 single and \$6,000 employee/spouse, employee/child or family, the City will pay toward the deductible into the HSA/HRA account the same contribution as the City will pay towards as it pays for non-bargaining unit employees of the City. Any employee hired during the insurance plan year will have their HSA/HRA contribution prorated for the balance of the year. Any day during the initial month of hire shall count as an entire month.

The City will not collect, or attempt to collect, any personally-identifiable private health information with regard to covered members. In the event that the CLGBP collects personally-identifiable health information of covered members, the City will not access, or attempt to access, such information. However, the City may access non-personally identifiable aggregate information relating to covered members.

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

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

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

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

SECTION 28.6. EYE EXAMINATION COVERAGE. Each employee who wishes to participate in the City's vision program shall be included provided the employee pays for the single coverage or family coverage plan offered. The specific elements of the program will be as approved by City Council from time to time as communicated to the City employees. However, in the event that minimum

participation levels required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide vision coverage.

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

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

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

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

If during the term of this Agreement the City decides to implement other types of wellness programs such as programs addressing tobacco cessation, weight loss, cholesterol screening, etc., the union agrees to also participate in those programs, but the City agrees to negotiate with the F.O.P. about the effects of those programs on the employees, and such negotiation will be subject to the impasse resolution procedures of the Ohio Revised Code, unless the implementation of a program is required by Federal law.

ARTICLE 29

LAYOFFS AND REDUCTION IN FORCE

SECTION 29.1. REDUCTION OF RANK. If the City reduces the number of positions in the Supervisors bargaining unit (Corporal, Sergeant, Lieutenant), the member with the least rank seniority in the rank to be reduced (Corporal, Sergeant, Lieutenant), shall be demoted to the next lower rank and displace the least senior member in the lower rank, provided the displacing member has greater seniority.

For displacement purposes supervisory seniority shall be cumulative so that the time in grade as a Lieutenant shall be added to the time in grade as a Sergeant to determine a member's seniority in the rank of Sergeant. For displacement purposes supervisory seniority shall be cumulative so that the time in grade as a Lieutenant and/or Sergeant shall be added to the time in grade as a Corporal to determine a member's seniority in the rank of Corporal.

SECTION 29.2. REDUCTION TO PATROL OFFICER. A Corporal who is reduced to the Patrol Officer rank as a result of a reduction in force or layoff shall retain as Patrol Officer seniority all time in a promoted rank.

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

ARTICLE 30

BULLETIN BOARD

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

ARTICLE 31
PUBLICIZING JOB OPPORTUNITIES

SECTION 31.1 When a Civil Service examination is to be given for a position of Police Corporal, Police Sergeant or Police Lieutenant existing Police Department employees who are eligible shall be notified of said examination by a written notice posted at least forty-five (45) days before the test on a bulletin board to which all employees have access. A current copy of the applicable Civil Service regulations will also be made available at this time. In addition, every reasonable effort will be made to post a listing of test reference material thirty (30) days prior to the test, if such list is available from the vendor providing the test. Employees interested in the promotional opportunity shall submit, in writing, a letter of intent to take the examination, no less than thirty (30) days from the date of the exam.

ARTICLE 32
TUITION REIMBURSEMENT

SECTION 32.1. TUITION REIMBURSEMENT.

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

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

- C. Financial assistance from Governmental or Private Agencies available to a covered employee, whether applied for and regardless of when assistance may have been received, shall be deducted in the entire amount from the total tuition. When the employee's tuition is fully covered

by another Governmental or Private Agency, the employee is not entitled to reimbursement.

- D. All course work subject to reimbursement shall be approved in advance by the appropriate Department Head and Mayor. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.
- E. Reimbursement shall be made upon successful completion of the course with a grade of C (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee paid for tuition and fees. The employee will only be reimbursed for tuition, fees and books. No incidental expenses such as paper, supplies, mileage, parking, meals and/or other expenses will be paid.
- F. Upon the completion of a course from an accredited School, College or University, the employee shall remain employed by the City at the Police Department for a minimum of forty-eight (48) consecutive months, following the completion of the final course. Should the employee voluntarily terminate his/her employment with the city, the employee will be required to reimburse the city for all monies paid to the employee for tuition. For every twelve (12) month period an employee remains, his/her repayment shall be reduced by twenty-five percent (25%). After twenty-four (24) months the repayment shall be reduced by fifty percent (50%), seventy-five percent (75%) after thirty-six (36), and one-hundred percent (100%) after forty-eight (48) months.

ARTICLE 33

RETIREMENT PURCHASES

SECTION 33.1. Upon retirement under the Ohio Police and Fire Pension Fund, (except mental disability) bargaining unit members who are actively employed with the City of Springdale immediately prior to their retirement, may purchase their service weapon, badge, and Springdale Police Identification card at a cost

of \$1.00. The badge and identification card shall clearly indicate the retired status of the member.

ARTICLE 34
LABOR/MANAGEMENT MEETINGS

SECTION 34.1. In the interest of sound labor/management relations, parties shall meet on a mutually agreeable day and time when requested by either party. The Employer or his designee shall meet with not more than five (5) representatives of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship. FOP/OLC representatives attending labor/management meetings shall not, if the meetings are held during normal duty hours, suffer, any loss of pay for time spent in such meetings.

SECTION 34.2. The party requesting the meeting shall furnish an agenda at least seven (7) calendar days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those FOP/OLC representatives who will be attending shall be provided by the F.O.P.. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit members of the FOP/OLC.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Consider and discuss health and safety matters relating to employees.
- F. Provide an opportunity to the FOP/OLC to share the views of its membership and/or make suggestions on subjects of interest to its members.

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

ARTICLE 35
HEALTH AND SAFETY

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

ARTICLE 36
ON-CALL

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

ARTICLE 37
DURATION

SECTION 37.1. This agreement shall become effective at 12:01 a.m. on January 1, 2026. This Agreement shall remain in full force and effect for three years until midnight on December 31, 2028. This Agreement will be automatically renewed for successive one year periods unless either party to the Agreement on or before 90 days prior to the expiration date or, if applicable, the extended expiration date, notifies the other party in writing or by electronic transmission, of its intention to modify or terminate this Agreement. This Agreement reflects the full and final agreement of the parties and may only be modified during its term by the written agreement of the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, set their hands this _____ day of _____, 2026.

WITNESS:

CITY OF SPRINGDALE:

Lawrence C. Hawkins III, *Mayor*

Brian C. Uhl, *City Administrator*

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

Lt. Mike Schulz, *Negotiating Team Member*

Sgt. Derek Setters, *Negotiating Team Member*

Sgt. Garret Welander, *Negotiating Team Member*

Brian Brennaman, *General Counsel*

WAGE TABLE ADDENDUM

	2026	2027	2028
Corporals	50.50	52.27	54.09
Sergeants	54.03	60.11	57.87
Lieutenants	59.43	66.12	63.66

ORDINANCE NO. 04-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ULTIMATE TOYS, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT AND DECLARING AN EMERGENCY

WHEREAS, Ultimate Toys, Inc. has requested assistance from the City of Springdale (the “City”) in the form of an incentive to encourage job creation and retention; and

WHEREAS, the City is willing to provide the requested local incentive pursuant to the terms of a Job Creation and Retention Incentive Program Agreement between Ultimate Toys, Inc. and the City (the “Agreement”); and

WHEREAS, the City believes entering into the Agreement will bring economic benefits to the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Ultimate Toys, Inc. related to local job creation and retention substantially in the form attached as Exhibit A which is incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Ultimate Toys, Inc. pursuant to the terms of the Agreement.

Section 3. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Ordinance shall take effect on the earliest date allowed by law.

Section 5. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the declaration of emergency is the need to authorize the economic incentive to the business at the earliest possible date so they can consider it as part of their possible plans to relocate to the City of Springdale.

Passed this 7th day of January, 2026.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

EXHIBIT A
ORDINANCE NO. 04-2026

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Ultimate Toys, Inc. an Ohio Corporation, (the “Company”)

WHEREAS, the Company desires to occupy a facility located at 11500 Century Boulevard, Springdale, Ohio 45246 within the City of Springdale (the “Springdale Facility”); and

WHEREAS, the Company expects to relocate or maintain operations in Springdale and create or retain jobs at the Springdale Facility, beginning on May 1, 2026, through December 31, 2029 (the “Incentive Term”); and

WHEREAS, Article VIII, Section 13 of the Ohio Constitution grants municipalities the authority to give financial assistance to private industry in order to create new employment within this state; and

WHEREAS, the Company has requested that City provide certain financial assistance to the Company to enable it to create or retain new jobs in Springdale and specifically at the Springdale Facility; and

WHEREAS, Company has provided to City certain information regarding the Company, including employment and payroll information, and such other information as may have been requested by City to facilitate its review and approval of the request (which collective information is hereafter referred to as the “Application” as set forth in Exhibit 1); and

WHEREAS, the City believes that the provision of financial assistance to the Company as contemplated under this Agreement will have a significant direct impact within the Springdale community through the relocation, creation, and maintenance of job opportunities within the City and strengthening the economic welfare of the City; and

WHEREAS, this Agreement sets forth the details upon which the City will provide the Company a municipal financial incentive (“Incentive”) to enable the Company to relocate, create, or maintain employment opportunities and positions (“Jobs”) within the City. The Incentive is based on the Company’s estimate of payroll to be relocated, created or maintained at the Springdale Facility and the earnings tax revenue to be generated from such payroll in the City. Subject to the terms and conditions of this Agreement, the City will distribute the Incentive to the Company in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of mutual promises and agreements hereinafter set forth, the parties agree as follows:

1) Company hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:

- a) Company hereby represents to the City that the Application is true and correct in all material respects and that all estimates of the payroll to be relocated, created, and maintained as set forth in Exhibit 1 are based upon commercially reasonable projections. In the event of any change to the Application, or any information comprising the Application, the Company shall promptly advise the City of such a change.
- b) To create or maintain a minimum Annual Total Payroll of \$2,000,000 within the City of Springdale. If the Company does not meet the above-mentioned minimum Annual Total Payroll in any given year, the Company will not be eligible to receive the Incentive for that year. For purposes of this Agreement, "Annual Total Payroll" shall mean the total payroll of the Company for all employees regularly occupying the Springdale Facility including permanent, temporary, full-time, part-time, leased employees, or employees provided by a staffing service performing business for the Company, which payroll is subject to the City income tax, computed in accordance with generally accepted accounting principles and applied on a consistent basis from year to year pursuant to the City's tax code.

Notwithstanding the foregoing, for the first Project Year only, if the Company occupies the Springdale Facility for less than a full calendar year, the minimum Annual Total Payroll requirement shall be prorated based on the number of days from the date the Company occupies the Springdale Facility through December 31st of that year. If the Company does not meet the above-mentioned minimum (or prorated, if applicable) Annual Total Payroll in any given year, the Company will not be eligible to receive the Incentive for that year.

- c) To maintain operations in the City for not less than eight (8) years from the effective date of this Agreement.
- d) By June 1, following the end of each Project Year, the Company shall provide to the City payroll records in form and content satisfactory to the City validating and supporting the amount of the Incentive. For purposes of this Agreement, the term "Project Year" shall mean a twelve-month period beginning January 1st and ending December 31st of each calendar year during the term of this Agreement. In the event that payroll processing services are provided by a third-party, the Company shall cause such third-party to provide such documentation to the City at the Company's sole cost.
- e) Comply with any and all conditions expressly set forth in the Agreement.
- f) Authorizes the City's Tax Commissioner to disclose and discuss all tax information, including, but not limited to, tax return details, account status, payment history, and number of employees to the Mayor, City Administrator, Assistant City Administrator, and Economic Development Director for the purpose of compliance monitoring with the incentive agreement provisions.

- g) To timely file & pay all withholding tax reports and reconciliations with the City of Springdale.
 - h) To timely file & pay all Springdale municipal net profit tax returns directly with the City of Springdale.
- 2) The City hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:
- a) To provide a prorated Incentive grant payment averaging seventy-five percent (75%) of the employees' earnings tax payable to the City of Springdale, excluding refunds, for the Incentive Term.
 - b) The Incentive grant payment shall be based on the payroll records to be filed for employees during the Incentive Term, with such payroll to be a minimum of \$2,000,000 (Two Million) and a minimum of \$40,000 in new annual earnings tax remitted to City, subject to the proration provisions for the first Project Year as set forth in Section 1(b) of this Agreement.
 - c) The Incentive grant payment shall be made for the prior Project Year.

The following is an example calculation to derive the Incentive grant payment by City to Company for an assumed Annual Total Payroll for calendar year 2027, and is for illustrative purposes only:

- Annual Total Payroll in calendar year 2027 = \$2,000,000
- Springdale earnings tax withheld and remitted to City by Company for calendar year 2027 = \$40,000
- JCRIP reimbursable grant made to Company by City in calendar year 2028 (no later than August 1, 2028) = $\$40,000 \times .75 = \$30,000$

- 3) Company shall submit the payroll records to City by June 1 of each Project Year, with such information including but not limited to: payroll amounts; local income taxes withheld for employees; average base wage rate of employees; and other information the City deems reasonably appropriate and which is readily available to the Company and which the Company has not previously agreed to keep confidential.
- 4) The City shall verify Company's compliance with its Agreement ("Compliance Review") by reviewing information in the payroll records within sixty (60) days (estimate) of receipt. During the Compliance Review, the City shall promptly notify the Company via email of any questions relating to Agreement compliance and provide no less than thirty (30) days from such notice for the Company to address the identified matter. The City's Compliance Review period shall reset to forty-five (45) days upon receipt of Company's response to the compliance inquiry. If City does not notify the Company of any compliance questions before the conclusion of the initial Compliance Review, the Company shall be deemed to be in compliance with its Agreement for that Project Year.
- 5) Company commits to maintaining operations within the City for the duration of the Incentive Term plus an additional four (4) years, for a total of eight (8) years, ending on December 31,

2033. Company shall annually certify to City of the continuance of its operations at the project location during the additional years.

- 6) In the event Company fails to meet its job creation/retention commitments as defined in this Agreement or if Company fails to comply with any term of the Agreement, and such default has not been cured within thirty (30) days of the required written notice, or such reasonable longer period of time as determined by the City, so long as Company is acting diligently to cure the same within such period, the City may terminate or reduce the Incentive described herein. Further, if Company fails to maintain operations in the City during the Incentive Term plus the additional four (4) years, for a total of eight (8) years, the City may require Company to refund all or part of the Incentive grant payments previously paid to Company. In its review of Company's performance under this Agreement, the City will be reasonable in considering the impact of market conditions, or unforeseeable causes beyond Company's control that is without fault or negligence of Company, such as an act of federal, state, or city government or courts; any natural disasters; and circumstances related to economic difficulties, such as bankruptcy. Although City will be reasonable in considering these factors, the determination of non-compliance of this agreement is subject to City's sole and exclusive discretion.

- 7) All notices and communications required by this Agreement shall be sent via mail:

City:

Primary Contact: Brian Uhl, City Administrator
11700 Springfield Pike
Springdale, Ohio 45246

Phone: 513-346-5700

Email: buhl@springdaleohio.gov

Company:

Primary Contact: Josh Green, CEO
11500 Century Blvd.
Springdale, Ohio 45246

Phone: 513-666-1274

Email: jg@ultimatetoys.com

- 8) Neither this Agreement nor any rights, duties or obligations described herein shall be assigned or subcontracted by Company without prior express written consent of City, such consent not to be unreasonably withheld, conditioned or delayed.

- 9) Company authorizes City, by and through, but not limited to the Economic Development Department, to obtain all information regarding its income tax payments, including payroll and employee information, from the City's Tax Department specifically for the purposes of determining compliance of this agreement and/or to confirming information provided in the Annual Report.

Remainder of this page was left intentionally blank.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have each caused this agreement to be executed by their authorized representatives as of the date set forth above.

THE CITY OF SPRINGDALE, OHIO

By: Lawrence C. Hawkins, III, Mayor

Brian C. Uhl, City Administrator

Date: _____

Date: _____

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the ____ day of _____, 2026, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Lawrence C. Hawkins, III, Mayor of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal

Notary Public

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

Ultimate Toys, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

SS:

COUNTY OF _____

On the ____ day of _____, 2026, before me a Notary Public in and for _____ County, _____, personally appeared _____, the _____ of Ultimate Toys, Inc. who acknowledged that he did sign the foregoing Agreement on behalf of said Company and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal.

Notary Public

RESOLUTION NO. R01-2026

**A RESOLUTION REQUESTING ADVANCE PAYMENT
FROM THE HAMILTON COUNTY AUDITOR**

WHEREAS, Section 321.34 of the Ohio Revised Code allows a municipal corporation to request payment from the County Auditor to the municipal corporation of any of its funds derived or other sources payable by law to the county treasury; and

WHEREAS, the City of Springdale wishes to request advance payment of such funds from the Hamilton County Auditor.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Springdale, Ohio, ___ members elected thereto concurring:

Section 1. That the Auditor and Treasurer of Hamilton County, Ohio, be requested to respectfully draw and to pay to the Finance Officer/Tax Commissioner and/or City Administrator of the City of Springdale all applicable funds, including real estate taxes, currently available for distribution to the City of Springdale.

Section 2. That this Resolution covers the period of time January 1, 2026 to December 31, 2026.

Section 3. That the following positions are designated as authorized to make a request for advance payment:

Finance Officer/Tax Commissioner
City Administrator

Section 4. That the Finance Officer/Tax Commissioner of the City of Springdale is hereby directed to forward a copy of this Resolution to the Hamilton County Auditor.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

Section 6. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 7th day of January, 2026.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

RESOLUTION NO. R02-2026

A RESOLUTION AUTHORIZING THE INVESTMENT OF MUNICIPAL FUNDS

WHEREAS, the City of Springdale's Charter and Chapter 39 of the Codified Ordinances of the City of Springdale establish the authority and procedures for the designation of depositories for the interim deposit of municipal funds.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Springdale, Ohio, ____ members elected thereto concurring:

Section 1. That the Finance Officer/Tax Commissioner of the City of Springdale is hereby authorized to invest any such funds of the City as are not needed for any municipal purpose for more than ninety (90) days in any lawful security or depository as determined by the Charter of the City and the Ohio Revised Code. The determination of the cash requirements shall be made by the Finance Officer/Tax Commissioner.

Section 2. That all proceeds received from the investment of funds shall be credited to the General Fund unless required to be credited to the fund from which the funds originally came.

Section 3. That this authorization shall extend through calendar year 2026.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

Section 5. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 7th day of January, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date