

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into this ____ day of December, 2011, by and between The Springfield Township Board of Trustees ("Township") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") as the duly-authorized representative of the Police Officers and Detectives employed by Springfield Township in its Police Department.

WITNESSETH:

WHEREAS, recent changes in State of Ohio funding and economic conditions have, in the opinion of the Board of Trustees, forced Springfield Township to reduce its operations and staffing Township-wide;

WHEREAS, in an effort to avoid lay-offs in the police department, the Township and the FOP met on several occasions to discuss modifications to the existing Agreement By and Between Springfield Township and the Fraternal Order of Police Ohio Labor Council, Inc. (Police Officers and Detectives) ("CBA") which expires on December 31, 2012;

WHEREAS, both parties believe that it is in the best interest of the Township and the Police Officers and Detectives for the CBA to be temporarily modified in such a manner as to hopefully avoid the layoff of Police Officers and Detectives;

WHEREAS, both parties wish to set forth the underlying agreements which have resulted in the opening of the CBA prior to its expiration and the suspension of the Township's scheduled layoff of Police Officers and Detectives.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto mutually agree as follows:

OPENING OF CBA AND MODIFICATION OF CERTAIN SECTIONS CONTAINED THEREIN

1. Both parties agree to open the CBA for negotiation and modification prior to the expiration date of December 31, 2012 established in Article 33 of the CBA.
2. Both parties understand that they are not required to open the CBA for negotiation or to modify any portion of the CBA until the times outlined in Section 33.2 of the CBA and acknowledge that they have done so willingly, knowingly, and after consultation with their respective legal counsel because they believe that the opening and negotiation of the CBA at this time is beneficial to their respective interests.
3. Both parties agree that the CBA will be temporarily modified as follows:

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1: The work schedule of each Employee shall be determined by the Employer. Notice of any change in an Employee's work schedule shall be provided as far in advance as practical.

Section 14.2: Employees shall be paid for all hours which they are required to be on duty, and as otherwise provided for in this Agreement. When an Employee is required to be on duty in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work period, he/she will be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay for all such excess hours actually worked ("overtime"). The calculation of overtime will be based upon each Employee's hourly rate and, where applicable, other remuneration required by law. There shall be no pyramiding of overtime. Overtime shall be paid at the conclusion of each twenty-eight (28) day work period.

Section 14.3: Employees may request that any or all of his/her overtime be paid as compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status. Compensatory time credits shall be given at the conclusion of each twenty-eight (28) day work period. The granting of such compensatory time shall be at the sole discretion of the Employer and shall not interfere with the effective and efficient operation of the department. The maximum compensatory time that each Employee shall be allowed to accumulate shall be eighty (80) hours. Once an Employee reaches a compensatory time balance of eighty (80) hours, any compensation for overtime hours shall be paid as wages. Employees may choose to "cash out" all or any amount of their compensatory time balance (maximum eighty (80) hours) one time per calendar year (except during the month of December) by making such request in writing on the form required by the Employer and attaching the form to the time card at least thirty (30) days in advance of the pay period in which payment is requested.

The maximum amount of compensatory time an Employee may earn as a result of court time in any given calendar year shall be eighty (80) hours (these hours already include the rate of one and one half hours). Once an Employee reaches a compensatory time balance of eighty (80) hours as a result of court time appearances, all additional court time hours earned in excess of a regularly scheduled work shift or work week shall be paid as wages.

Section 14.4: Any Employee called in to work at a time outside his/her regularly scheduled shift, and when such call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of two (2) hours. Detectives who are called into work between 11:00 PM and 5:00 AM shall be paid a minimum of three (3) hours. Call-in hours shall be paid at the Employee's regular rate of pay unless the Employee exceeds the overtime threshold amount established in Section 14.2 by working the call-in hours. In such an

event, the call-in hours will be paid as overtime or compensatory time as outlined in this Article.

Section 14.5: A monthly seniority list will be maintained by the Employer and will be available to all Employees. The list will be displayed in the Briefing Room and available for inspection twenty-four (24) hours a day. Prior to the upcoming month, but no later than seventy-two (72) hours prior to the upcoming month, Employees will sign up for first, second, third shift additional hour opportunities or any and all shifts. When an additional hour opportunity exists with more than twenty-four (24) hours notice to management, the supervisor will utilize the appropriate shift list and will start at the top of the list (list order determined by seniority) and notify Employees of the additional hour opportunity. Employees signing up for additional hour opportunities shall furnish one (1) alternative phone number in addition to their home phone number by which they wish to be contacted. Supervisors will use that phone number to attempt to make contact. If the supervisor receives no answer at the Employee's residence after six (6) rings he/she will attempt contact via the alternate number. In the event the Employee is deemed to have refused the additional hour opportunity or actually refuses the opportunity upon receiving notification of the opportunity, that Employee's name will be moved to the bottom of the list. Upon receiving no response or an actual refusal of the additional hour opportunity, the supervisor will notify the Employee next on the list of the opportunity, utilizing the same process as above, until such time as the additional hour opportunity is filled. Once the additional hours are filled, the Employee next on the list will be the first Employee notified of the next additional hour opportunity. If an Employee refuses or is not available for the additional hour opportunity on three (3) or more occasions in a given month, that Employee's name will be removed from the additional hour opportunity list for the remainder of that specific month. If the Employee declines or accepts the additional hour opportunity, the Employee will move to the bottom of the list and the next name will be the top of the list. If an Employee who is on the additional hour opportunity list, but unable to work the additional hours because he/she is on duty for Springfield Township, they will remain at the top of the list for the next additional hour opportunity. If that Employee then declines the next opportunity, the order of the list will then revert to the next Employee as listed above. Additional hour opportunities shall be paid at the Employee's regular rate of pay unless the Employee exceeds the overtime threshold amount established in Section 14.2 by working the additional hours. In such an event, the additional hours will be paid as overtime or compensatory time as outlined in this Article.

If no Employee on the appropriate shift list accepts the additional hours, or the additional hour opportunity exists with less than twenty-four (24) hours notice to the Employer, the Employer may fill the additional hours in any manner they deem appropriate, including the use of supervisory personnel to fill the additional hours. This Article does not apply to critical incidents such as search warrants or other incidents where a need for Employees with specialized training exists. This Article does not preclude management rights to adjust scheduled personnel to insure staffing.

**ARTICLE 15
WAGES**

Section 15.1:

| 2010 | Recruit | Probationary | 13-24 Months | 25+ Months |
|-----------------|-------------|--------------|--------------|-------------|
| Police Officers | \$39,708.16 | \$52,944.23 | \$59,562.27 | \$66,180.28 |
| Detective | | | | \$70,812.91 |

| 2011 | Recruit | Probationary | 13-24 Months | 25+ Months |
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| Police Officers | \$40,859.70 | \$54,449.61 | \$61,289.58 | \$68,099.51 |
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| Police Officers | \$19.65 per hour | \$26.18 per hour | \$29.47 per hour | \$32.75 per hour |
| Detective | | | | \$35.04 per hour |

Section 15.2: Any Employee assigned to the criminal detective division for more than three consecutive months shall receive a seven percent (7%) pay differential for that period of time for which he/she is so assigned. This pay differential shall be calculated from the top pay for Police Officers Employees, as specified in Section 15.1 of this Agreement.

Section 15.3: Field Training Employees (FTO) shall receive a ten percent (10%) salary adjustment for the time spent as a FTO.

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Section 16.1: All Employees who testify in court as representatives of the Township shall be paid for each hour of their court appearance, with a three (3) hour minimum payment, provided that the Employee is not on duty at the time of his/her appearance. Court time shall be paid at the Employee's regular rate of pay unless the Employee exceeds the overtime threshold amount established in Section 14.2 by working the court time. In such an event, the court time will be paid as overtime or compensatory time as outlined in Article 14. Supervisory personnel may limit the number of Employees who may testify in any given court case.

Section 16.2: The actual time that an Employee is required to appear in any court as provided for in this Article must be verified by such court prior to the approval of any court time pay or related travel pay.

Section 16.3: Employees who testify as representatives of the Township who work third shift immediately prior (night before) to their required court appearance shall be paid for each hour of their court appearance, with a four (4) hour minimum payment, provided that the Employee is not on duty at the time of his/her appearance. Court time shall be paid at the Employee's regular rate of pay unless the Employee exceeds the overtime threshold amount established in Section 14.2 by working the court time. In such an event, the court time will be paid as overtime or compensatory time as outlined in Article 14.

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Section 16.5: Employees are required to show on time for all scheduled court appearances. Employees who fail to show for a required court appearance shall face disciplinary action by the Employer if the Employer determines that an inadequate reason(s) existed to warrant the absence or tardiness. Employees shall forfeit the three/four (3)/(4) hour minimum service time and be paid on an hour for hour basis for that case or subsequent court appearances resulting from their failure to appear.

ARTICLE 18 INSURANCE

Section 18.1: The Employer agrees to provide major medical/hospitalization and dental insurance coverage for all Employees covered by this Agreement at benefit and co-pay premium payment levels commensurate with the Employer's group health care plan, including any change thereto for the duration of this Agreement.

The current (January 1, 2009) total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees is \$4,987.80 (\$3,487.80 combined premium costs plus \$1,500.00 HSA contribution cost) for an individual plan and \$12,725.45 (\$9,725.45 combined premium costs plus \$3,000.00 HSA contribution cost) for a family plan. The Employer shall pay 100% of this total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees.

If, at any time during the pendency of this Agreement, the total combined costs to provide major medical/hospitalization and dental insurance coverage for Employees (i.e., combined premium cost plus HSA contribution cost) increases from the amounts listed above, the Employer may require, at its sole discretion, that Employees pay 10% of the total combined cost of providing major medical/hospitalization and dental insurance

coverage or reduce the amount the Employer contributes to the Employee's HSA account to not less than \$1,500.00 of a \$4,000.00 deductible for a family plan and \$750 of a \$2,000.00 deductible for a single plan for the remainder of this Agreement. If an HSA Plan is not in place the Employer may still require at its sole discretion, that Employees pay 10% of the total cost of providing major medical /hospitalization and dental coverage. The Employee's share of the total combined cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

Section 18.2: The Employer shall provide each full-time Employee with a group life insurance policy with a death benefit of fifty thousand dollars (\$50,000.00) and an accidental death benefit of one hundred thousand dollars (\$100,000.00). The Employer shall pay one hundred percent (100%) of all premiums for such insurance.

Section 18.3: The Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

Section 18.4: The insurance carrier and/or the method of providing all insurance provided for within this Article shall be solely within the discretion of the Employer. The Employer shall attempt to provide equitable coverage to that which was in effect on the date of execution of this Agreement.

Section 18.5: The Employer shall provide the same insurance plan and benefits to all eligible township Employees.

Section 18.6: Full-time Employees must remain in an active pay status in order to continue to be eligible for Employer paid healthcare coverage, unless specifically approved and authorized by the Township Administrator or Board of Trustees. Employees who are on an approved unpaid leave of absence shall be afforded the opportunity to pay for hospitalization at the existing group rate, for the duration of their leave of absence.

Section 18.7: The Employees acknowledge and recognize that this Agreement has been reached with the understanding that the major medical/hospitalization and dental plan offered by the Township may include a Working Spouse Coordination Provision at some time during the term of this Agreement, but after 2010.

The Working Spouse Coordination Provision means that if an Employee's spouse is employed and his/her employer offers insurance, then the spouse must be primary on that insurance policy. In no case can an Employee's spouse be primary on the Township's policy if they are employed and their employer offers insurance. The spouse must be primary on his/her employer's insurance plan to be eligible to be included as secondary on the Township's insurance plan. Employee spouses who do not take the insurance from their employer shall not be eligible to be listed as primary or secondary on the Township's insurance plan.

The Employer and the Employees understand that the Working Spouse Coordination Provision will not be a mandatory requirement for the Employees in 2010. However, this provision, as well as other plan changes, may be required by the Township's insurance carrier or plan in 2011 and 2012.

As stated in Section 18.4 of this Agreement, the Township will attempt to provide equitable coverage to that which was in effect on the date of execution of this Agreement with the inclusion of a Working Spouse Coordination Provision.

ARTICLE 20 HOLIDAYS

Section 20.1: Full time Employees shall receive holiday pay as defined below for the following holidays:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | January 1st |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Eve (½ day) | December 24th |
| Christmas Day | December 25th |
| New Year's Eve (½ day) | December 31st |

Section 20.2: Employees who are not available for duty on any of the above designated holidays due to unpaid leave of absence, as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 20.3: An Employee who does not work on a holiday provided for in Section 1 of this Article may, at his/her option, elect to take compensatory time off equal to the holiday hours. Such holiday compensatory time shall be taken at a mutually agreeable date and time, and shall not interfere with the efficient and effective operation of the department.

Section 20.4: On the first regularly scheduled pay day in December, each full time Employee shall receive a check for accumulated but unused holiday pay for up to six (6) holidays that he/she was available for duty, as defined in this Article, during the previous twelve (12) months. The remaining five (5) holidays must either be taken off in accordance with Section 20.3 or they will be forfeited, without payment. Such check shall be for the number of hours in each Employee's normal work shift for each holiday that the Employee was available for duty, and shall be for the rate of pay that was in effect for the Employee on the actual date of the holiday for which he/she is being paid.

Section 20.5: In order to qualify for holiday pay in addition to his/her regular rate of pay for working on any given holiday, the Employee must work the actual holiday if he/she was scheduled to work on the holiday. Any Employee who fails to work on the actual holiday as a result of an approved sick leave or previously approved absence will be required to use holiday time in lieu of sick time for that holiday. For the purpose of this Section, the Employer may require that sick leave on holidays be substantiated by a signed and dated release from a medical practitioner stating the nature of the illness or injury, the treatment provided, and the date of the treatment.

Section 20.6: Upon retirement or severance from employment for any reason, all accumulated but unpaid holiday pay as provided for herein shall be paid to the Employee at the rate at which it was earned, provided that the Employee has complied with all termination and/or retirement requirements of the Employer. In the event of the death of an Employee, such accumulated but unpaid holiday pay shall be paid to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate.

Section 20.7: When an Employee is scheduled to work and works on the following holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the Employee shall be paid at a rate equal to one and one-half (1 ½) times their regular rate of pay for each hour worked. This pay rate is in addition to their regular accumulation of holiday hours. The Employer reserves the right to staff at minimum staffing levels on these holidays, as is the case for any other day.

4. Both parties agree that the above-referenced modifications shall commence on the first pay period of 2012 which pay period begins on December 24, 2011.
5. These temporary modifications will expire at midnight on December 21, 2012, unless the parties agree, in writing, to extend any or all of the modifications or to permanently adopt such modification during the successor negotiations. The expiration of the modified contract terms outlined above shall in no way be construed as an agreement by the Township that such contract terms will not be sought in future negotiations with the FOP regarding future collective bargaining agreements.
6. During the term of these temporary modifications, the Township agrees to continue its current practice of including utilized leave hours in the calculation of overtime. In doing so, the Township refutes the argument that its current practice is required by the language of the original CBA and reserves the right to invoke its interpretation of the CBA terms by utilizing only hours actually worked in its overtime calculations at the expiration of the temporary modifications. Nothing in this paragraph shall be construed as an agreement by the FOP as to the Township's position that it may alter its current practice of including utilized leave hours in the calculation of overtime or as a waiver of its right to grieve any action by the Township to cease or to modify that practice in the future.

SUSPENSION OF SCHEDULED LAYOFFS

- 7. In consideration of the FOP's agreement to open and temporarily modify the CBA, the Township will suspend its scheduled layoffs of Police Officers and Detectives at this time.
- 8. The Township agrees to suspend the scheduled layoffs of Police Officers and Detectives until such time, if any, as any of the following events occur:
 - a. Denial of the Township's current appeal of litigation resulting in the payment of damages to the plaintiff therein;
 - b. Further reductions in the operating funds of the police department as a result of litigation, state budget cuts, or other unanticipated issues not reasonably within the control of the Township;
 - c. The occurrence of catastrophic or significant events not reasonably within the control of the Township which result in the expenditure of police funds; or
 - d. The occurrence of catastrophic or significant equipment or infrastructure failures or destruction not reasonably within the control of the Township which result in the expenditure of police funds.
- 9. Nothing in this Agreement shall be construed to otherwise restrict the Township's management right to institute layoffs in accordance with Article 12 of the CBA if economic and budgetary constraints make it necessary to layoff employees at some point during the duration of the CBA.

EXECUTION OF ADDITIONAL SUPPORTING DOCUMENTS

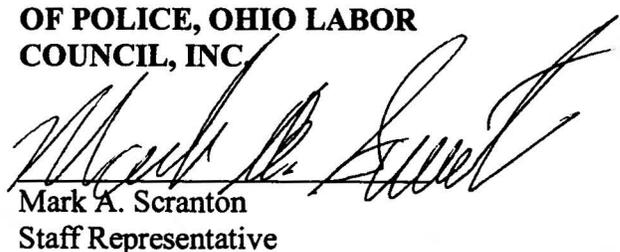
- 10. The parties agree that they will execute whatever documents, in whatever form, whenever requested by the State Employment Relations Board (SERB) which SERB may require to authenticate or give effect to the agreements outlined in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 7 day of December, 2011.

**FOR THE SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES**

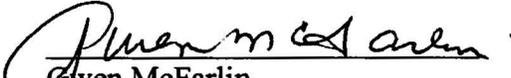

Tom Bryan
Trustee

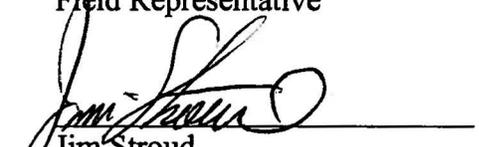
**FOR THE FRATERNAL ORDER
OF POLICE, OHIO LABOR
COUNCIL, INC.**

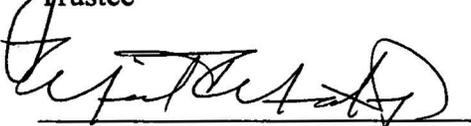

Mark A. Scranton
Staff Representative

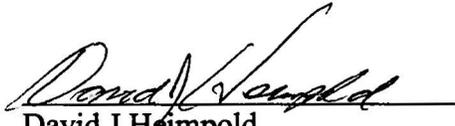

Joseph Honerlaw
Trustee


Eric Catron
Field Representative


Gwen McFarlin
Trustee


Jim Stroud
Field Representative


Michael T. Hinnenkamp
Administrator


David J Heimpold
Chief of Police

APPROVED AS TO FORM:


Laura A. Abrams

**SIDE BAR AGREEMENT MODIFYING THE CONTRACT BETWEEN THE
SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES AND THE FRATERNAL
ORDER OF POLICE, OHIO LABOR COUNCIL, INC (PATROL AND DETECTIVES)**

Effective upon execution, the following side bar agreement hereby replaces in total Articles 14, 15, 16, 18 and 20 of the Agreement between The Springfield Township Board of Trustees and The Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol and Detectives) which was previously executed in December of 2010 with the following revised Article:

**ARTICLE 14
HOURS OF WORK AND OVERTIME**

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Section 14.2: Employees shall be paid for all hours which they are required to be on duty, and as otherwise provided for in this Agreement. When an Employee is required to be on duty in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work period, he/she will be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay for all such excess hours actually worked ("overtime"). The calculation of overtime will be based upon each Employee's hourly rate and, where applicable, other remuneration required by law. There shall be no pyramiding of overtime. Overtime shall be paid at the conclusion of each twenty-eight (28) day work period.

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ARTICLE 18 INSURANCE

Section 18.1: The Employer agrees to provide major medical/hospitalization and dental insurance coverage for all Employees covered by this Agreement at benefit and co-pay premium payment levels commensurate with the Employer's group health care plan, including any change thereto for the duration of this Agreement.

The current (January 1, 2009) total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees is \$4,987.80 (\$3,487.80 combined premium costs plus \$1,500.00 HSA contribution cost) for an individual plan and \$12,725.45 (\$9,725.45 combined premium costs plus \$3,000.00 HSA contribution cost) for a family plan. The Employer shall pay 100% of this total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees.

If, at any time during the pendency of this Agreement, the total combined costs to provide major medical/hospitalization and dental insurance coverage for Employees (i.e., combined premium cost plus HSA contribution cost) increases from the amounts listed above, the Employer may require, at its sole discretion, that Employees pay 10% of the total combined cost of providing major medical/hospitalization and dental insurance coverage or reduce the amount the Employer contributes to the Employee's HSA account to not less than \$1,500.00 of a \$4,000.00 deductible for a family plan and \$750 of a \$2,000.00 deductible for a single plan for the remainder of this Agreement. If an HSA Plan is not in place the

Employer may still require at its sole discretion, that Employees pay 10% of the total cost of providing major medical /hospitalization and dental coverage. The Employee's share of the total combined cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

Section 18.2: The Employer shall provide each full-time Employee with a group life insurance policy with a death benefit of fifty thousand dollars (\$50,000.00) and an accidental death benefit of one hundred thousand dollars (\$100,000.00). The Employer shall pay one hundred percent (100%) of all premiums for such insurance.

Section 18.3: The Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

Section 18.4: The insurance carrier and/or the method of providing all insurance provided for within this Article shall be solely within the discretion of the Employer. The Employer shall attempt to provide equitable coverage to that which was in effect on the date of execution of this Agreement.

Section 18.5: The Employer shall provide the same insurance plan and benefits to all eligible township Employees.

Section 18.6: Full-time Employees must remain in an active pay status in order to continue to be eligible for Employer paid healthcare coverage, unless specifically approved and authorized by the Township Administrator or Board of Trustees. Employees who are on an approved unpaid leave of absence shall be afforded the opportunity to pay for hospitalization at the existing group rate, for the duration of their leave of absence.

Section 18.7: The Employees acknowledge and recognize that this Agreement has been reached with the understanding that the major medical/hospitalization and dental plan offered by the Township may include a Working Spouse Coordination Provision at some time during the term of this Agreement, but after 2010.

The Working Spouse Coordination Provision means that if an Employee's spouse is employed and his/her employer offers insurance, then the spouse must be primary on that insurance policy. In no case can an Employee's spouse be primary on the Township's policy if they are employed and their employer offers insurance. The spouse must be primary on his/her employer's insurance plan to be eligible to be included as secondary on the Township's insurance plan. Employee spouses who do not take the insurance from their employer shall not be eligible to be listed as primary or secondary on the Township's insurance plan.

The Employer and the Employees understand that the Working Spouse Coordination Provision will not be a mandatory requirement for the Employees in 2010. However, this provision, as well as other plan changes, may be required by the Township's insurance carrier or plan in 2011 and 2012.

As stated in Section 18.4 of this Agreement, the Township will attempt to provide equitable coverage to that which was in effect on the date of execution of this Agreement with the inclusion of a Working Spouse Coordination Provision.

ARTICLE 20 HOLIDAYS

Section 20.1: Full time Employees shall receive holiday pay as defined below for the following holidays:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | January 1st |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Eve (½ day) | December 24th |
| Christmas Day | December 25th |
| New Year's Eve (½ day) | December 31st |

Section 20.2: Employees who are not available for duty on any of the above designated holidays due to unpaid leave of absence, as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 20.3: An Employee who does not work on a holiday provided for in Section 1 of this Article may, at his/her option, elect to take compensatory time off equal to the holiday hours. Such holiday compensatory time shall be taken at a mutually agreeable date and time, and shall not interfere with the efficient and effective operation of the department.

Section 20.4: On the first regularly scheduled pay day in December, each full time Employee shall receive a check for accumulated but unused holiday pay for up to six (6) holidays that he/she was available for duty, as defined in this Article, during the previous twelve (12) months. The remaining five (5) holidays must either be taken off in accordance with Section 20.3 or they will be forfeited, without payment. Such check shall be for the number of hours in each Employee's normal work shift for each holiday that the Employee was available for duty, and shall be for the rate of pay that was in effect for the Employee on the actual date of the holiday for which he/she is being paid.

Section 20.5: In order to qualify for holiday pay in addition to his/her regular rate of pay for working on any given holiday, the Employee must work the actual holiday if he/she was scheduled to work on the holiday. Any Employee who fails to work on the actual holiday as a result of an approved sick leave or previously approved absence will be required to use holiday time in lieu of sick time for that holiday. For the purpose of this Section, the Employer may require that sick leave on holidays be substantiated by a signed

and dated release from a medical practitioner stating the nature of the illness or injury, the treatment provided, and the date of the treatment.

Section 20.6: Upon retirement or severance from employment for any reason, all accumulated but unpaid holiday pay as provided for herein shall be paid to the Employee at the rate at which it was earned, provided that the Employee has complied with all termination and/or retirement requirements of the Employer. In the event of the death of an Employee, such accumulated but unpaid holiday pay shall be paid to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate.

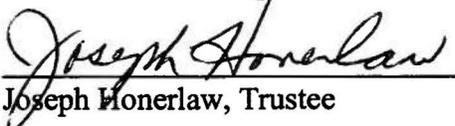
Section 20.7: When an Employee is scheduled to work and works on the following holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the Employee shall be paid at a rate equal to one and one-half (1 ½) times their regular rate of pay for each hour worked. This pay rate is in addition to their regular accumulation of holiday hours. The Employer reserves the right to staff at minimum staffing levels on these holidays, as is the case for any other day.

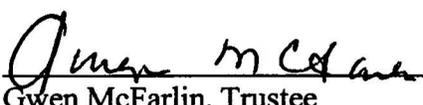
Management and the bargaining unit mutually agree to the above revisions and understand that the above Articles will replace the understanding between the parties regarding Articles 14, 15, 16, 18 and 20 and will continue in effect from the date of execution of this Side Bar Agreement until December 21, 2012. Thereafter, unless the parties agree, in writing, to extend any or all of these revisions or to adopt these revisions during successor negotiations, Articles 14, 15, 16, 18, and 20 will automatically revert to the original language contained in those Articles in the collective bargaining agreement which is effective January 1, 2010 through December 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 9 day of December, 2011.

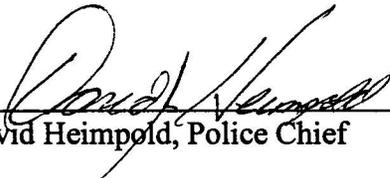
For the Springfield Township Board of Trustees

 Date: Dec 7, 2011
Tom Bryan, Trustee

 Date: 12-7-11
Joseph Honerlaw, Trustee

 Date: 12/7/11
Gwen McFarlin, Trustee

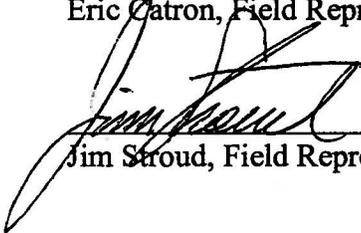
 Date: 12-6-11
Michael Hinnenkamp, Administrator


Date: 12-6-11
David Heimpold, Police Chief

For the Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol and Detectives)


Date: 12-9-11
Mark A. Scranton, Staff Representative


Date: 12-9-11
Eric Catron, Field Representative


Date: 12/9/11
Jim Stroud, Field Representative

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

| | | |
|--------------------------------|---|----------------------------|
| FRATERNAL ORDER OF POLICE, | } | |
| OHIO LABOR COUNCIL, INC. | } | Case No(s): 09-MED-09-0912 |
| EMPLOYEE ORGANIZATION, | } | (Patrol Officers) |
| | } | |
| and, | } | |
| | } | |
| SPRINGFIELD TOWNSHIP TRUSTEES, | } | |
| EMPLOYER. | } | |
| | } | |

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

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

Respectfully Submitted



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

cc: Mr. Michael Hinnenkamp
mhinnenkamp@springfieldtwp.org