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K29475

Springfield Township (Summit County) and
Fraternal Order Of Police/Ohio Labor Council
MEMORANDUM OF UNDERSTANDING
Re: Twelve-Hour Shifts For Patrol Modifying
2012 MED-07-0661 (Patrol Officers and Detectives)
2012-MED-07-0662 (Sergeants)

Springfield Township, hereinafter referred to as the ("Employer") and the Fraternal Order of Police/Ohio Labor Council, hereinafter referred to as the ("Union") enter into this "Memorandum of Understanding" (M.O.U.) with the purpose of modifying the terms of their collective bargaining agreement as set forth below.

The purpose of the MOU is to establish, on a trial basis, a twelve-hour shift schedule for those bargaining unit members working patrol. Either party may terminate the twelve-hour shift schedule by giving a fourteen (14) day written notice to the other party. Once the notice to terminate has been given, the twelve-hour schedule will terminate at the end of the next full twenty-eight (28) day schedule. In the event notice is given, all employees will revert back to the forty (40) hour workweek schedule that is contained in the collective bargaining agreement. All other terms and conditions of this MOU shall remain in effect.

ARTICLE 17
HOURS OF WORK/OVERTIME PAY

Section 1. Overtime Defined. When an employee ***assigned to a forty (40) hour work period schedule and*** is required by his responsible supervisor or administrator to work in excess of his/her forty (40) work week, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1 1/2) times his/her base hourly rate. ***When an employee assigned to eighty (80) hour work period schedule (Patrol) and is required by his responsible supervisor or administrator to work in excess of his/her eighty (80) hour work period, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1 1/2) times his/her base hourly rate.***

Section 2. Hours Worked/Overtime. Overtime pay will be paid in the next pay period after which such overtime was accrued. Holidays and vacation days paid shall be considered time worked for purposes of computing ~~weekly~~ overtime. Sick leave shall not be considered hours worked unless the Employer has ordered in the employee to work due to an emergency situation during that ~~workweek~~ ***the employee's work period.*** The Police Department through the office of the Chief shall schedule the bargaining unit members so as to avoid shift change problems and excessive overtime. Neither the Chief nor his designees shall alter a bargaining unit member's assigned work schedule solely to avoid a payment of overtime.

Section 3. Compensatory Time. Each bargaining unit member may elect to take, at his/her discretion, compensatory time off in lieu of compensation for overtime worked. Compensatory time may be cumulative up to a total of two hundred forty (240) hours. Upon reaching the two hundred forty (240) hour limit, the employee will either be paid for additional hours of overtime worked or may use the cumulative time as provided by federal law. Requests for compensatory time will be approved unless they would pose an undue hardship on the operations of the Employer. Except as otherwise specifically limited by this agreement, the Employer retains all its rights to manage the administration of compensatory time as provided for under federal law.

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Section 4. For purposes of definition, a work ~~week~~ ***period shall*** consist~~s~~ of ***either*** forty (40) hours of work within ***a seven consecutive day work period consisting of*** five (5) consecutive days ***and two (2) consecutive days off during the seven-day period or eighty (80) hours of work in a fourteen (14) consecutive work day period consisting of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, with at least three (3) consecutive days off during each seven-day period.***

Section 5. Should a covered employee die, his unpaid but earned compensatory time pay will be paid to the employee's spouse or estate.

Section 6. All unscheduled overtime opportunities first shall be offered to bargaining unit members who are ***off-duty unless such overtime duty would result in sixteen (16) hours or less total work for*** on duty ***personnel*** prior to offering said opportunity to part-time or non-bargaining unit employees in the Department. An unscheduled overtime opportunity is one which arises during a bargaining unit member's scheduled shift or on the shift immediately prior thereto. If adequate voluntary staffing for such overtime opportunity cannot be obtained, the overtime may be filled through the use of part-time or non-bargaining unit employees in the Department or by the assignment of the least senior available bargaining unit member. The Township will normally compel bargaining unit members to work overtime only if failing to do so causes the shift to be staffed by less than three officers. If compelled overtime works an inconvenience on any individual bargaining unit member, the Township may rotate such assignment amongst other more senior bargaining unit members in inverse order of seniority.

ARTICLE 23
SICK TIME

Section 1. It shall be the policy of the Township of Springfield Police Department to provide sick leave with pay for all police department bargaining unit members. Sick time is not part of the standard work ~~week~~ ***period.***

Section 2. Accrual. Each bargaining unit member after six (6) months of consecutive service shall be entitled to ten (10) hours with pay for each completed month of service. ***Said leave shall accumulate at the rate of 4.6 hours of sick leave per each bi-weekly pay period during which the employee works or uses compensatory, vacation, or holiday time, up to a maximum of one hundred twenty (120) hours per year. Sick leave shall not accumulate during time that the employee is on extended sick leave (i.e., longer than two weeks) or approved leave of absence without pay.*** Sick time shall be cumulative and shall not be restricted to a total number of ~~days~~ ***hours.***

Section 3. Conversion. Upon retirement or death, a member or his estate shall be entitled to be compensated with pay for up to one-half (1/2) his/her total accumulated sick leave. Total accumulated sick leave shall not exceed sixteen hundred (1600) hours for retirement pay purposes.

Section 4. Uses. Upon approval of the Employer, sick leave may be used for the following reasons:

A. The illness, injury or pregnancy of the immediate family member or a medical emergency, including pregnancy of his/her immediate family, where the member's presence is required.

B. Exposure of a member to a contagious disease so that the presence of the member at his/her job would jeopardize the health of the other employees.

Immediate family is defined as spouse, parents, child, step-child residing in household, for purposes of this article.

Section 5. Documentation. Any employee absent three (3) consecutive working days, at the direction and upon the written request of his/her Department head, shall submit a physician's certificate of illness or injury. The certificate must indicate that the employee was examined, the date and time of such exam, and that the employee can return to work and perform the essential functions of his position with or without a reasonable accommodation.

Section 6. Falsification of Documentation. Should a pattern develop whereby any bargaining unit member is reporting off sick on certain days or shifts (i.e., continually ill the day before or after his/her regular duty shift, ill on holidays, etc.), then that bargaining unit member's sick leave shall be subject to review by the Township. If as the result of such review a bargaining unit member is allegedly found to be abusing the privilege of sick leave, he/she may be subject to disciplinary action by the Township.

Section 7. Sick Leave Incentive. Bargaining Unit Members who do not utilize any sick leave during a calendar year shall be entitled to ~~two (2) days~~ ***sixteen (16) hours*** of additional vacation. Such additional vacation days must be used during the next calendar year. Bargaining Unit Members who utilized one (1) or two (2) days of sick leave get ~~one (1) additional day~~ ***eight (8) additional hours*** of vacation. Such additional vacation day must be used during the next calendar year.

Section 8. Employer Required Exam. The Township Board of Trustees reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Trustees sole discretion and the Trustees sole expense, for purposes of a second medical opinion. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is

mutually agreeable, then the employee will be placed on sick leave, FMLA, disability leave or disability separation.

Section 9. Excessive Usage/Patterned Absence. Any abuse of sick leave or the patterned use of such leave shall be sufficient cause for discipline. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days and/or consistent regular usage, or a method of usage of available sick leave.

Section 10. Light Duty. A bargaining unit member with the approval of the examining physician and the Chief of Police may return to duty under a light duty status. All benefits provided under this agreement shall accrue to such employee while on the said light duty status, provided, however, that such light duty work is available, i.e., dispatching, etc.

Section 11. Workers' Compensation. A bargaining unit member who suffers a compensable workers' compensation injury will utilize sick leave during a period of absence caused by such injury. If the state allows the claim and the employee is reimbursed for same, he will endorse the payment(s) for lost time to the Township and receive a dollar-for-dollar recredit to his sick leave account.

ARTICLE 24
VACATION

Section 1. Accrual. Vacation eligibility is based on continuous full-time service with the Employer. Each member of the bargaining unit shall earn paid vacations to be taken in the subsequent calendar year and in such manner herein provided:

After 1 through 6 years of service	~~2 weeks~~	***80 hours***
7 through 12 years of service	~~3 weeks~~	***120 hours***
13 through 18 years of service	~~4 week~~	***160 hours***
19 years of service and over	~~5 weeks~~	***200 hours***

Section 2. Credit/Part-Time Credit. In computing service for vacation purposes, full credit shall be given for all service rendered in the probationary status, provided such members immediately after probationary status becomes an employee eligible to receive vacation. To compute service for vacation pay and eligibility purposes, an employee will receive three (3) months' credit for every full year of part-time service with the Township.

Section 3. Requests. All vacation requests shall be subject to the operational needs of the Employer and may be approved, denied, or limited, based upon the efficient operation of the department, which includes but is not limited to ensuring appropriate service levels, limiting/avoiding overtime, etc. All vacation requests will be considered by classification. From December 1 through December 15 all unit members may submit their vacation requests for the

coming year. For requests submitted during this time period, if more than one request is made for the same date or an overlap should occur, department seniority shall have preference. From December 16 through December 31 no vacation requests shall be accepted for the coming year. The annual vacation schedule shall be posted by January 1. Any vacation requests that are made after January 1 shall be honored by the Chief of the Township Police Department, subject to the operational needs of the Employer on the basis of first come, first serve.

Section 4. Carryover. The employee may carry over one (1) year of earned accumulated vacation each year of this Agreement. If the member elects to be paid for his/her vacation time, it shall be paid at the rate it is taken.

Section 5. Minimum Amount. The employee may take vacation time from a minimum of ***one work day (either*** eight (8) ***or twelve (12)*** hours) to his/her total accumulation, upon prior approval of the Chief of Police.

Section 6. Death During Employment. Should a member die, his/her earned and unpaid vacation shall be paid to the deceased member's surviving spouse or estate if he/she has no surviving spouse.

ARTICLE 25
HOLIDAYS

Section 1. Designated Holidays. All members of the bargaining unit shall receive eleven (11) paid holidays per calendar year. Below are the observed holidays.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. New Year's Eve

Section 2. Work on Holiday. All holidays are eight (8) hours in length. Any bargaining unit member who is required to work on any of the listed holidays is also entitled to be paid or to holiday compensatory time, in an amount equal to one and one-half (1 1/2) times the number of hours that the member worked on the holiday. The bargaining unit member is also entitled to time off with pay equal to the number of hours he/she actually worked on the holiday to a maximum of eight (8) hours at his/her normal rate of pay. Holiday compensatory time off shall be selected by the member in accordance with proper departmental scheduling. The Police Department will endeavor to use part-time officers for holiday service whenever possible. Holiday scheduling will be done according to seniority whenever possible.

Section 3. Eligibility. In order to be eligible for holiday pay or compensatory time, a member

must work his scheduled shifts immediately preceding and following the holiday, or be on approved vacation, compensatory, injury or sick leave. When a holiday occurs during an approved vacation leave, the holiday will be charged for that day instead of vacation leave.

Section 4. Holidays Not Worked. If a bargaining unit member is not scheduled to work a listed holiday(s), he shall take another day off with pay, subject to proper police department scheduling. Any payment made under this paragraph shall be paid at the rate of pay in effect when such holiday payment is taken.

Section 5. Carry-Over. A bargaining unit member may elect to hold any unused holidays over into the following year. If any holidays held over are not used by December 1 of the following year, then the Employer will pay for each holiday, at straight time pay and at the rate in effect when taken, in the second pay period of December.

Section 6. Holiday Comp Time Requests. Requests for holiday compensatory time off shall be made, if practicable, not less than seven (7) calendar days prior to the requested time off. The granting of holiday compensatory time off is subject to the manpower needs of the Employer. An employee requesting to take an actual holiday off must submit a request not less than fourteen (14) days prior to the holiday. Any member requesting holiday compensatory time off with less than fourteen (14) days notice may be approved at the sole discretion of the Chief or his designee. Preference for the scheduling of actual holidays off shall be given according to seniority.

ARTICLE 27
PERSONAL DAYS

Section 1. Each bargaining unit member shall receive ~~two (2) personal days~~ ***sixteen (16) hours of personal time*** per year.

Section 2. Request of ~~the~~ personal ~~day~~ ***time*** will be at the discretion of the member upon twenty-four (24) hours prior notice to the department head. ~~The~~ ***P***ersonal ~~days~~ ***time is*** ~~are~~ not to be cumulative and must be used by the end of the calendar year.

ARTICLE 28
FUNERAL LEAVE

Section 1. Amount. All members of the bargaining unit shall be entitled to three (3) consecutive working days funeral leave to attend the funeral of any of the following relations of the member: spouse, child, grandchild, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, stepmother, stepfather, stepbrother, stepsister, or guardian of the person.

Section 2. Additional Time. The Chief of Police may authorize a member to take additional

leave to attend the funeral of any of the relations of the member set forth in Section 1 of this article, which leave shall be deducted from the member's accumulated compensatory time. If a member has no accumulated compensatory time, said leave shall be deducted from the member's accumulated sick leave, holiday compensatory time, or vacation days. The member must notify the Chief of Police of his/her exercise of this option no later than the second day of the funeral leave taken. The member shall advise the Chief at that time of the total number of extra ~~days~~ ***hours*** the member intends to request and use. Final approval of the member's request must be obtained from the Chief of Police.

ARTICLE 29
TRAINING

Section 1. Licensure Required Training. All members of the bargaining unit who are required to receive standard minimum training for law enforcement as established by state or federal law shall be afforded the opportunity to attend such training. Attendance at all required training will be mandatory and considered as part of the employee's regular work week up to eight (8) hours per day of actual training. Employees assigned to training will continue to be on training status until such time as the training is completed unless an emergency requires their return to normal duty. ***Employees on a 12-hour day schedule have the option to take four (4) hours of compensatory time or work for the last four (4) hours of their shift after their eight (8) hour training day.***

Section 2. Additional Training. All bargaining members will receive equal opportunity to attend any training sessions upon the approval of the Township and/or the Police Chief, and the officers who shall attend them. The number of training sessions to be attended per year shall be determined by the Township Board of Trustees and the Police Chief.

Section 3. Costs. When bargaining unit members are required and authorized to attend training programs, the Township will pay for the costs of tuition, textbooks and registration fees (hereinafter "fees"). When the fee(s) include lodging, meals and/or course materials, no additional reimbursement will be made for these expenses. Bargaining unit members will be reimbursed for mileage at the current Internal Revenue Service rate per mile for personal vehicles to and from the training sites only when Township vehicles are unavailable. Lodging expenses not included in the registration fees shall be reimbursed to the member at a rate approved by the Board of Trustees in advance of the training program(s). The actual cost of food and non-alcoholic beverages not included in the fees up to a maximum of thirty-five dollars ($35.00) per day will be reimbursed to the member.

All meals, lodging and mileage costs are to be itemized and receipted.

Section 4. Failure to Maintain Certification. Bargaining unit members failing to maintain standard minimum training and certification shall be put into non-pay status and ordered to complete training as soon as possible and in no event later than sixty (60) days. Any member

refusing to comply with this section will be subject to discipline, up to and including discharge, at the sole and exclusive discretion of the Employer.

Signed and dated at Springfield Township, Ohio, on this 26th day of June, 2014.

For Springfield Township

Dean Young, Trustee

Deborah Davis, Trustee

Joe DiLauro, Trustee

John Smith, Chief of Police

Robin Bell, Consultant
Clemans, Nelson & Associates, Inc.

For the Union

SGT.
Union Representative

Det. Sgt. #179
Union Representative

Union Representative

Hugh Bennett, FOP/OLC Senior Staff Rep.