



01-30-13
12-MED-07-0661/0662
2299-01/2299-05
K29475

AGREEMENT
BETWEEN THE
SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES
AND THE
**FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC. (FOP/OLC)**
PATROL UNIT
SERGEANTS UNIT

January 1, 2013 – December 31, 2015

SERB Case Number:

2012-MED-07-0661 (Patrol Officers and Detectives)
2012-MED-07-0662 (Sergeants)

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE/PURPOSE.....	2
ARTICLE 1 SEPARABILITY	2
ARTICLE 2 MANAGEMENT RIGHTS	2
ARTICLE 3 WAIVER IN CASE OF EMERGENCY	3
ARTICLE 4 NON DISCRIMINATION.....	3
ARTICLE 5 PERSONNEL FILES	3
ARTICLE 6 FAIR SHARE FEE AND DUES DEDUCTION	4
ARTICLE 7 LABOR MANAGEMENT COMMITTEE	5
ARTICLE 8 GRIEVANCE/ARBITRATION PROCEDURE.....	6
ARTICLE 9 DISCIPLINARY ACTION	9
ARTICLE 10 PROBATIONARY PERIOD.....	10
ARTICLE 11 JOB VACANCIES.....	11
ARTICLE 12 LAYOFF AND CALL BACK.....	11
ARTICLE 13 F.O.P. REPRESENTATION AND TIME	12
ARTICLE 14 WORK RULES	12
ARTICLE 15 SENIORITY.....	13
ARTICLE 16 SHIFT SELECTION/SCHEDULING	13
ARTICLE 17 HOURS OF WORK/OVERTIME PAY	14
ARTICLE 18 PAY SCHEDULE.....	15
ARTICLE 19 LONGEVITY.....	16
ARTICLE 20 UNIFORM ALLOWANCE.....	16
ARTICLE 21 OUT OF CLASSIFICATION WAGE.....	18
ARTICLE 22 HOSPITALIZATION INSURANCE	18
ARTICLE 23 SICK TIME.....	20
ARTICLE 24 VACATION.....	21
ARTICLE 25 HOLIDAYS	22
ARTICLE 26 COURT TIME	23
ARTICLE 27 PERSONAL DAYS	24
ARTICLE 28 FUNERAL LEAVE	24
ARTICLE 29 TRAINING	24
ARTICLE 30 HEALTH PROTECTION/VACCINATIONS.....	25
ARTICLE 31 NO STRIKE/NO LOCKOUT	28
ARTICLE 32 MEETINGS AND TRAINING	28
ARTICLE 33 BULLETIN BOARDS	29
ARTICLE 34 PHYSICAL FITNESS TESTING.....	29
ARTICLE 35 DURATION.....	30
SIGNATURES.....	30
SIDE LETTER #1 WAGES.....	31

PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is made and entered into by and between the Township of Springfield, Summit County, Ohio, and its Board of Trustees, hereinafter referred to as Township, and the Fraternal Order of Police, Ohio Labor Council, Inc., representing the full-time Sergeants and Patrolmen in the Township of Springfield Police Department and hereinafter referred to as the Council.

Section 2. Purpose. This Agreement is made for the purpose of promoting harmonious relations between the Township and the Police Department employees, and in compliance with the applicable provisions of the Ohio Revised Code.

ARTICLE 1 SEPARABILITY

Section 1. If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstances, for any reason, be adjudged by a court or other tribunal of competent jurisdiction, or the State Employment Relations Board, to be invalid, such judgment shall not effect, impair or invalidate the remainder of this Agreement and the application of such provisions to other provisions, persons or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy, in which such judgment shall have been rendered and the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

Section 2. Should a provision be invalidated, as provided for in Section 1, the parties agree to meet and discuss an acceptable replacement for the invalidated provision within thirty (30) days. Should the parties be unable to reach agreement, either party may file a notice to negotiate over the invalidated provision, including dispute resolution, under R.C. 4117.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes that except as otherwise expressly limited in this Agreement, the Township has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the Township, and its sole and exclusive discretion and judgment, to:

- a) determine matters of inherent managerial policy which govern; the function and programs of the Township; standards of services; its overall budget; utilization of technology; and its organizational structure;
- b) direct, supervise, evaluate, or hire Employees;
- c) maintain and improve the efficiency and effectiveness of its governmental operations;
- d) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- e) suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain Employees;
- f) determine the adequacy of the work force;
- g) determine the overall mission of the Township as a unit of government;
- h) effectively manage the work force;
- i) take actions to carry out the mission of the Township as a governmental unit.

Section 2. Failure of the Employer to exercise rights herein reserved to it or an exercise of them in a particular way shall not be deemed a waiver of said right or of the Township's right to exercise said rights in some other manner.

ARTICLE 3 **WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of circumstances beyond the control of the Township, such as an Act of God, riot, flood, civil disorder and other similar acts which require a declaration of emergency by the Board of Trustees, the Council agrees that Management reserves the right during any such emergency to assign employees to work duties without regard to provisions of this agreement.

Section 2. If emergency Federal, State, County or private funds are or become available and upon receipt thereof by the Township, due to an emergency contemplated by this article, the employees affected by this article will be paid at a double-time rate.

Section 3. Said declaration of emergency shall cease with the actual termination of the occurrence involved, and a declaration to that effect made by the Springfield Township Board of Trustees, but shall not exceed fifteen (15) days.

ARTICLE 4 **NON DISCRIMINATION**

Section 1. The parties to this Agreement shall not discriminate for or against any employee on the basis of membership or position in the F.O.P. and both will conform to all applicable federal and/or state anti discrimination laws including but not limited to those prohibiting discrimination on the basis of age, race, gender, national origin, religion, military status, genetic history, or disability.

Section 2. Gender Neutral. Wherever a reference herein is to a noun or pronoun which is gender-specific, it shall cover all employees, regardless of gender.

ARTICLE 5 **PERSONNEL FILES**

Section 1. Notice. The Township will maintain individual personnel files. Upon the giving of

written notice to the Township, an employee shall be permitted to review the contents of his personnel file no later than five (5) days thereafter.

Section 2. Response to Information. Should any employee upon review of his/her file read/observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material; such comment shall remain in the employee's file so long as the negative material remains.

Section 3. Requests for File Information. The Township will notify a member of the bargaining unit within three (3) days any time it responds to a public record request or subpoena duces tecum which requires the Township's production of materials in the individual's personnel file. Where known to the Township, it shall reveal the identity of the person obtaining said information.

ARTICLE 6 **FAIR SHARE FEE AND DUES DEDUCTION**

Section 1. Membership/Dues Deduction. Nothing in this article shall be construed to require any employee to become a member of the F.O.P. Ohio Labor Council, Inc. The Township of Springfield agrees to deduct from the wages of any employee who is a member of the bargaining unit, all Ohio Labor Council membership dues uniformly required. The Ohio Labor Council will notify the Township of Springfield from time to time of the dues it charges and its current membership. Deductions for Union dues shall be made on a bi-weekly basis.

Section 2. Fair Share Fees. In recognition of its services as the bargaining representative, all employees of the bargaining unit shall either become dues paying members of the Ohio Labor Council or remit a fair share fee in the amount certified by the F.O.P. Ohio Labor Council to the Employer. The fair-share fee shall cover the employee's pro-rated share of the costs incurred by the Union in negotiating and administering this Agreement. Fees shall also be used to pay costs associated with settling grievances and disputes arising under this Agreement and additional reasonable expenses incurred for activities undertaken by the normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement.

Section 3. Fair Share Fee Deductions. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of ORC 4117.09(C). Fair share fee deductions shall be made bi-weekly.

Section 4. Disputes/Indemnification. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB). The FOP/OLC warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with the applicable state and federal legal standards. Disputes over the amount of fair share fee are processed under the Union's internal rebate reduction procedure or through the submission of the

dispute to the State Employment Relations Board (SERB) and are not subject to the grievance procedure. The F.O.P. Ohio Labor Council, Inc. agrees to hold the Township of Springfield harmless in the event of any legal controversy with regard to the application of this provision, and the performance of its obligations under this article and shall indemnify the Employer for any such liabilities or damages that may arise.

Section 5. Exemption from Fair Share Fee Deductions. The Township of Springfield shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional tenets or teachings of a bona-fide religion or other type group as defined by Ohio law and who receives a Declaration of Exemption by the State Employment Relations Board; nor shall the Township of Springfield be required to make such deduction from any employee who by reason of state or federal law is exempt from such deduction.

Section 6. Transmission of Dues/Fees. All Ohio Labor Council, Inc. dues and fair share fees collected shall be paid over by the Township of Springfield on a monthly basis and forwarded to F.O.P. Ohio Labor Council, Inc. at 222 East Towne Street, Columbus, Ohio 43215. Local lodge dues are to be paid to Springlake F.O.P. Lodge #157, P.O. Box 507, Lakemore, Ohio 44250. The Local Union President will submit to the Township the Local Lodge dues amount each January.

ARTICLE 7 **LABOR MANAGEMENT COMMITTEE**

Section 1. A Labor Management Committee meeting may be called by either party to this contract no more often than once every four (4) calendar months. The composition of the Labor Management Committee shall consist of three (3) members of the FOP, one of whom shall represent the supervisory unit and two of whom shall represent the patrolmen. Management shall be represented by three (3) individuals designated by the Township, including a Trustee or Trustees and other individual(s) designated by the Trustees. The items for consideration by the Labor Management Committee shall be:

- A. Discuss health and safety issues;
- B. Recommend and discuss the operations of the department with the intent to improve the efficiency of the department;
- C. Discuss items of concern to the employees and to the Board of Trustees;
- D. No article of this agreement shall become the subject of the meeting contemplated herein for purposes of negotiations, nor will these meetings give rise to the submission of a grievance by any bargaining unit member and/or the Council.

Section 2. Upon request for a Labor Management Committee by either party to this agreement, the requesting party shall submit an agenda for the meeting. Unless mutually agreed otherwise, the parties will schedule the Committee meeting within fourteen (14) days after the notice requesting such a meeting is received by the other party.

Section 3. The Labor Committee and the Township Committee shall sign a written disposition

of all items discussed. This document must be posted on the bulletin boards available to the bargaining unit members. The document shall be posted no later than seven (7) days from the date of the meeting.

ARTICLE 8 **GRIEVANCE/ARBITRATION PROCEDURE**

Section 1. Definitions. A grievance is defined as an allegation that there has been a breach, misinterpretation, misapplication, or alleged violation of the specific terms of this Agreement. No other dispute of any nature is considered a grievance for purposes of this Agreement. A grievance does not include any matters reserved to public employers under Section 4117.08 of the Ohio Revised Code.

Section 2. Contents. All grievances shall be in writing and shall include the following:

1. The provisions of this Agreement involved in the grievance, the name and position of the aggrieved party;
2. The time and place where the alleged events or conditions constituting the grievance took place;
3. The identity of the party responsible for causing said grievance (if known to the aggrieved party);
4. A general statement of the nature of the grievance; and
5. The redress sought by the aggrieved party.

Section 3. Decisions. All decisions shall be rendered, in writing, at each step of the grievance procedure, except where there is a default rejection. Each decision shall be transmitted to the aggrieved party and his representative, if any.

Section 4. Group Grievances. If a grievance affects a group of employees working in different locations, with different principals, or associated with a Township controversy, the grievance may be submitted by one (1) employee selected by this affected group to process the grievance. This person shall be the designated representative of the group. However, grievances can only be initiated by an individually aggrieved employee, and not by a third party grievant. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance. All persons who are part of the group, however, shall affix their names and signatures to the grievance form.

Section 5. Grievance Preparation/Processing. The preparation and processing of grievances shall not interfere with the employees' normal work duties.

Section 6. Grievance Settlements. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having said matter informally adjusted without the intervention of the Union, provided that the

adjustment is not inconsistent with the terms of this Agreement and the Union is notified of the adjustment. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and the Employer, and shall, in all respects, be final, said adjustment shall not create a precedent, or ruling, binding upon either party in future proceedings.

Section 7. Exclusive Remedy. This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining Agreement.

Section 8. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Should the administration fail to comply with the time limits herein, the grievance shall be deemed answered in the negative and may be advanced to the next step in accordance with the time limits contained herein. Should the Union/grievant fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual agreement of the parties, and are to be strictly enforced.

Section 9. Procedural Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way any of the provisions of this Agreement.

Section 10. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance. The following procedures shall be utilized when a grievance is initiated by the grievant and/or the Council:

STEP 1:

The grievant must present his/her grievance orally to the grievant's supervisor within seven (7) calendar days of the occurrence or seven (7) calendar days after it has become known to the grievant. The grievant's shift supervisor shall have seven (7) calendar days following such representation to submit his/her oral response, provided the shift supervisor (or acting shift supervisor) is actively at work during this time period. The member may be accompanied by a Labor Council representative if he/she so requests.

STEP 2:

If the grievance is not settled by **STEP 1**, the grievant and/or Labor Council on behalf of a member must reduce the grievance to writing. The written grievance must be presented to the Chief within seven (7) calendar days after receipt of the **STEP 1** answer. The Chief shall reply in writing within fourteen (14) calendar days after receipt of the written grievance. The Chief may meet with the grievant and/or Labor Council representative, within seven (7) calendar days after the Chief's reply, in an attempt to resolve the grievance unless this time is extended by mutual agreement by the parties.

STEP 3:

If each grievance is not settled at **STEP 2**, the Council, within thirty (30) calendar days, shall make a written demand to the Township Fiscal Officer of its intent to proceed to arbitration. The parties will promptly select an arbitrator from the panel of arbitrators herein contained, and the parties will choose one by the alternate strike method. The following list of arbitrators shall be eligible for selection to hear disputes between the parties:

- | | | | |
|----|------------------|-----|-------------------|
| 1. | Jerry Fullmer | 7. | Bruce McIntosh |
| 2. | Ron Talarico | 8. | Nels Nelson |
| 3. | Harry Graham | 9. | Alan Miles Reuben |
| 4. | Jeffery Belkin | 10. | Robert Stein |
| 5. | Michael Paolucci | 11. | Mitchell Goldberg |
| 6. | Jim Rimmel | | |

Section 11. Authority of the Arbitrator. The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

Section 12. Arbitrability. If there is a doubt as to the substantive arbitrability of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. The first question to be placed before the arbitrator is the substantive arbitrability of the grievance. If either party intends to raise an issue of arbitrability, that party shall notify the other party at least five (5) days prior to the date of the arbitration hearing. If the arbitrator rules that the grievance is arbitrable, he shall then proceed to conduct a hearing on the merits of the grievance.

Section 13. Multiple Grievances. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 14. Hearing Rules. The hearing or hearings shall be conducted pursuant to the rules of voluntary arbitration of the Federal Mediation and Conciliation Services and shall be binding on all parties.

Section 15. Decision/Award. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's decision shall be final and binding on both parties subject to appeal as provided for in the Ohio Revised Code.

Section 16. Arbitration Fees/Expenses. The witness fees, court reporters or additional cost shall be paid for by the parties that ask for these services. The cost of the Arbitrator shall be paid equally by the parties.

ARTICLE 9 **DISCIPLINARY ACTION**

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of paid leave), suspended, discharged, demoted, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Verbal Reprimand resulting in a letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Fines (i.e., forfeiture of accrued leave).
6. Reduction in Pay.
7. Demotion.
8. Discharge.

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

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of any Township or Department work rules, regulations, policies, procedures, SOPs, Violation of the Officer's Oath of Office, Code of Conduct, or any conduct unbecoming a representative of the Employer shall be cause for disciplinary action.

Section 3. Disciplinary Procedures. All disciplinary actions involving suspensions, demotions, reductions in pay or employment terminations excepting layoff or reductions in force, are hereby made subject to the following procedures.

Section 4. Predisciplinary Conference. Whenever the Employer/designee determines that an employee may be suspended, reduced in pay or position, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer/designee shall provide notice to the Union and the employee in the form of a written statement describing

the occurrence which is the subject of the disciplinary action, a brief explanation of the evidence, and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held no sooner than seventy-two (72) hours, between management and the employee. The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed.

Section 5. Notice of Discipline. After the predisciplinary conference, the Employer/designee shall provide written notification to the employee and the Union what form of discipline, if any, is recommended.

Section 6. Acceptance of Discipline. The employee may sign the disciplinary notice to accept the discipline as recommended and conclude the matter. The disciplinary notice will contain space for a statement of explanation by the employee if he/she so chooses.

Section 7. Disciplinary Appeal. If the disciplinary matter is not resolved by Section 6, then the bargaining unit member may, within seven (7) calendar days of the Notice of Discipline being issued, appeal the disciplinary action to Step 2 of the grievance procedure set forth in Article 8, Grievance Procedure.

Section 8. Internal Investigations/Confidentiality. When an employee is charged with or is under investigation for alleged violation of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final intra-departmental ruling has been made and served on the employee. All investigations shall be held in strictest confidence by the Employer and the employee.

Section 9. Prior Discipline for Minor Occurrences. In imposing discipline upon an employee, the Township agrees not to rely upon discipline of a minor nature which has been imposed one (1) year or more from the date of that violation. Minor occurrences are defined as letters of instruction and cautioning and written reprimands.

Section 10. Prior Discipline for Major Occurrences. In imposing discipline upon an employee, the Township agrees not to rely upon discipline of a major nature which has been imposed five (5) years or more from the date of that violation. The differentiation between a minor and a major violation will be set forth in the discipline imposed, and where possible, in the departmental rules and regulations. Major occurrences are defined as all forms of discipline listed in Section 1 that are not specifically defined as minor occurrences.

ARTICLE 10 **PROBATIONARY PERIOD**

Section 1. Initial Probationary Period. The probationary period for a full-time Patrol Officer shall be one (1) year from the date of appointment to such position by the Board of Trustees. During the probationary period, a Patrol Officer may be given any form of disciplinary action, up

to and including termination, at any time and for any reason. Disciplinary action, including termination, taken against a probationary Patrol Officer is not subject to challenge through the grievance and arbitration procedures in this Agreement.

Section 2. Promotional Probationary. The probationary period for a full-time Sergeant shall be one (1) year from the date of appointment to such position by the Board of Trustees. During the probationary period, a Sergeant may be returned to his/her former position and rate of pay, when in the judgment of the Chief of Police and/or Township Trustees, the employee's work performance and/or work attitudes are not satisfactory. The decision to return a probationary Sergeant to his/her former position is subject to challenge through the grievance and arbitration procedures in this Agreement.

ARTICLE 11 **JOB VACANCIES**

Section 1. Seniority Consideration. The Township will give consideration to an employee's seniority in evaluating employees, selecting employees for job assignments, or in filling vacancies.

Section 2. Posting Period. The Chief will post on the bulletin board for a minimum of fourteen (14) calendar days any job vacancies. Qualified employees may sign the posting if they are interested in consideration for the position.

ARTICLE 12 **LAYOFF AND CALL BACK**

Section 1. The Township will use good faith efforts to reduce the department workforce through utilization of attrition before resorting to layoffs. However, should the Township Trustees deem it necessary through their governmental powers to make layoffs or reductions in force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Township Police Department, the layoffs or reductions in force will be made in accordance with the below listed guidelines.

Section 2. Procedure. Whenever the Employer determines that a layoff or reduction in force is necessary, the Employer shall first determine the rank/classification (i.e., Sergeant, Patrol, etc.) where the reduction is to occur. The bargaining unit member(s) with the least amount of departmental seniority in the classification selected by the Township shall be the first subject to reduction. In the event a member is subject to layoff or abolishment from a higher rank/classification, he shall have the ability to utilize his departmental seniority to displace a member with less departmental seniority occupying a lower rank/classification. A member subject to layoff or reduction in force shall be given two (2) weeks notice prior to the effective date of action. This notice period only applies to the individual(s) initially selected for layoff or reduction, and does not apply to any individual(s) reduced as a result of the bumping and displacement process.

Section 3. Recall. Bargaining unit members who are subject to layoff shall have recall rights for two (2) years from the date of layoff. The members who are called back from the layoff to

return to their full-time status will be called back in reverse order of the layoff. The last member who was laid off will be the first member to return to work. Bargaining unit members are to keep the Township advised of their current address at all times and maintain any required licensure or certification required by OPOTA for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights. The Employer agrees that it will assume the costs associated with maintaining the mandatory qualifications of those members on layoff.

Section 4. Part-Time Service. Credit for seniority as a part-time police officer is not applicable when determining layoffs.

ARTICLE 13

F.O.P. REPRESENTATION AND TIME

Section 1. All Bargaining Unit Members have a right to have the F.O.P. President or his designee present, and/or a non-employee representative of the Ohio Labor Council, present at any meeting that will result in a disciplinary action being taken against that member.

Section 2. The Township agrees to grant the necessary time off without discrimination or loss of seniority and without pay to the President of the Ohio Labor Council before the bargaining unit or his designee to attend the F.O.P. and/or the Ohio Labor Council State Conventions. Such time off shall not exceed forty hours (40) per year. Sick leave may not be used to attend said conferences as conferences. Proper notification shall be made at least thirty (30) days prior to said conferences specifying the purpose and length of the time off. The granting of this time off is subject to the manpower needs of the Employer and may be approved at the sole discretion of the Chief of his designee.

ARTICLE 14

WORK RULES

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

Section 2. In the event the Township develops a new or adjusts an existing policy, rule or regulation applicable to bargaining unit employees, it will submit same to the Union at least fourteen (14) days prior to posting and provide an opportunity for the Union to meet and discuss, upon request, unless the item is of an exigent circumstance and must be implemented immediately. In the event of an exigent circumstance, the parties will meet as soon as practicable, if requested, to engage in effects bargaining.

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

Section 4. Copies. The Chief will make available at the Township Police Station copies of all policies and rules and regulations of the department. Any changes in the rules and regulations shall be posted, as well as issued to each individual officer.

ARTICLE 15 **SENIORITY**

Section 1. Departmental Seniority. Departmental seniority shall be defined as total full-time uninterrupted continuous service in the Police Department of the Township as a sworn police officer and part-time continuous service in the Police Department of the Township as a sworn police officer as contained herein. If an individual who has worked as a part-time police officer for the Township is hired to full-time status in the Police Department, he shall receive three (3) months full service seniority credit for each full twelve (12) months served as a part-time officer. For each portion of a year of part-time service of four (4) months, the member shall receive one (1) month of full-time seniority credit.

Section 2. Identical Seniority Dates. If two individuals are hired on the same day, the most senior individual will be the one first hired in a paid capacity for the Department. If this method does not break the tie, then departmental seniority will be determined based upon the order in which the Township Trustees acted upon employment.

Section 3. Interruption of Seniority. Seniority will be broken by retirement, discharge, resignation, overstaying a leave of absence, failure to report to work without prior notice to the Employer for three (3) consecutive days without reporting to the Employer except as waived by the Chief of Police for exceptional circumstances, or layoff in excess of two (2) years.

Section 4. Classification Seniority. There are two classifications covered by this Agreement, Patrol Officer and Sergeant. Employee classification seniority will be in the order specified in Attachment "A" appended to this Agreement. For employees entering a classification after January 1, 1998, classification seniority shall be the amount of time an individual has held in a position in the classification since his most recent hire therein unless the individual moves from Sergeant to Patrol Officer in which case his entire departmental seniority shall be counted for purposes of classification seniority. Classification seniority will prevail in days off other than those bid as part of the schedule, vacation, and other competitive issues amongst employees in the same classification.

ARTICLE 16 **SHIFT SELECTION/SCHEDULING**

Section 1. Bidding. As provided for currently, the Employer will conduct a shift selection bid during which time bargaining unit members will be permitted to bid for their shift preference for the following year. Bidding will be conducted by classification with shift selection being awarded by classification seniority generally. The bidding procedure does not apply to special assignment positions.

Section 2. Adjustments.

- A. Although classification seniority will generally govern shift selection, the Employer reserves the right to deviate from the bidding procedure when it determines that such adjustments are needed as a result of:
1. the operational needs of the Employer;
 2. potential employment liability issues (e.g., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination) exist; and/or
 3. safety concerns that could potentially arise during a crisis situation.
- B. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the bid. The Employer agrees to articulate the reasons for adjusting the results of a given bid and agrees to refrain from using adjustments as a substitute for discipline.
- C. If the results of a bid are adjusted at the time of the shift bidding procedure, so that a member is precluded from bidding a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon classification seniority. If the precluded member does not select a different slot, he will be placed in the last open slot available to him.
- D. If an event occurs between shift bidding periods that would require a member be moved from his bid shift, the Chief may transfer the least senior member not on the same shift into the slot at issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next bid.

ARTICLE 17 **HOURS OF WORK/OVERTIME PAY**

Section 1. Overtime Defined. When an employee 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.

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 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.

Section 4. For purposes of definition, a work week consists of forty (40) hours of work within five (5) consecutive days.

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 on duty 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 18
PAY SCHEDULE

Section 1. Effective the first full pay period for the year 2013, bargaining unit members shall receive a general wage increase in the amount of two percent (2%). Effective with the first full pay period for the year 2014, bargaining unit members shall receive a general wage increase in the amount of one percent (1%). Effective with the first full pay period for the year 2015, bargaining unit members shall receive a general wage increase in the amount of one percent (1%).

Effective January 1, 2013, the following pay schedules for the Springfield Township Police Department Patrolmen and the Sergeants will be made available:

Classification	2013 (2.0%)		2014 (1.0%)		2015 (1.0%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Patrolman	\$16.96	\$35,276.80	\$17.13	\$35,630.40	\$17.30	\$35,984.00
Patrolman w/ 1 year	\$17.48	\$36,358.40	\$17.65	\$36,712.00	\$17.83	\$37,086.40
Patrolman w/ 2 years	\$18.01	\$37,460.80	\$18.19	\$37,835.20	\$18.37	\$38,209.60

Patrolman w/ 3 years	\$18.54	\$38,563.20	\$18.73	\$38,958.40	\$18.92	\$39,353.60
Patrolman w/ 4 years	\$19.07	\$39,665.60	\$19.26	\$40,060.80	\$19.45	\$40,456.00
Patrolman w/ 5 years	\$19.60	\$40,768.00	\$19.80	\$41,184.00	\$20.00	\$41,600.00
Patrolman w/ 6 years	\$20.12	\$41,849.60	\$20.32	\$42,265.60	\$20.52	\$42,681.60
Patrolman w/ 7 years	\$20.66	\$42,972.80	\$20.87	\$43,409.60	\$21.08	\$43,846.40
Patrolman w/ 8 years	\$21.19	\$41,995.20	\$21.40	\$44,512.00	\$21.61	\$44,948.80
Patrolman w/ 9 years	\$21.72	\$45,177.60	\$21.94	\$45,635.20	\$22.16	\$46,092.80
Patrolman w/ 10 years	\$24.23	\$50,398.40	\$24.47	\$50,897.60	\$24.71	\$51,396.80
Sergeant (Entry)	\$25.57	\$53,185.60	\$25.83	\$53,726.40	\$26.09	\$54,263.66
Sergeant w/ 1 year	\$26.12	\$54,329.60	\$26.38	\$54,870.40	\$26.64	\$55,419.10
Sergeant w/ 2 years	\$26.67	\$55,473.60	\$26.94	\$56,014.40	\$27.21	\$56,574.54
Sergeant w/ 3 years	\$27.21	\$56,596.80	\$27.48	\$57,158.40	\$27.75	\$57,720.00

ARTICLE 19
LONGEVITY

Section 1. Bargaining unit members shall receive an eight dollar (\$8.00) per month pay supplement for each year of continuous employment upon completion of five (5) years of continuous employment with the Township, beginning with his/her original employment date, with a maximum of one hundred dollars (\$100.00) per month.

1. The bargaining unit members shall earn each applicable payment increase to which he/she is entitled beginning on the first scheduled pay date following his/her anniversary date of employment.
2. The longevity pay shall be paid in one lump sum payment per year, in the first pay of December.

ARTICLE 20
UNIFORM ALLOWANCE

Section 1. Amount. A uniform allowance shall be paid to each bargaining unit member subject to the following terms and conditions.

- A. The Township agrees to provide for all full-time bargaining unit members of the Police Department nine hundred fifty dollars (\$950.00), per employee, per year, toward the cost of approved Township uniforms and related equipment. Additionally, a member serving as a full-time detective will receive up to fifty dollars (\$50.00), per employee, per year, toward the cost of required clothing for his position.
- B. Upon request of a member, the Township will provide one (1) bullet proof vest for him. Should a member receive a Township-provided vest, it shall be mandatory that it be worn

at all times the member is on duty.

- C. It is understood and agreed that payments made to bargaining unit members are "unencumbered," and that this system replaces the previous purchase order/paid receipt system. The Township Clerk will deduct all applicable state, federal and/or local taxes from the payments to be made pursuant to this article.

Section 2. Issued Equipment. The following equipment and supplies will be furnished by Springfield Township. All equipment and supplies shall be purchased and distributed at the discretion of the Board of Trustees and the Chief of Police. All such equipment and supplies shall remain at all times the sole and exclusive property of Springfield Township and its Board of Trustees. Issued equipment shall consist of:

- A. Regulation handgun for on duty use;
- B. Handcuffs;
- C. Mace and refills, or similar chemical agent;
- D. Flashlights and batteries;
- E. Batons;
- F. Ammunition.

Additional job related equipment and/or uniforms may be purchased with a member's uniform allowance with the prior approval of the Chief of Police.

Section 3. Damaged Equipment. If a uniform item or an issued equipment item is damaged beyond repair in the line of duty by other than loss or normal wear and tear, the said uniform or issued equipment item shall be paid for by Springfield Township.

The amount of the payment shall be determined solely by Springfield Township. Payment shall be based upon the age and condition of the uniform or issued equipment item damaged. All damaged items must be turned in to the Springfield Township Police Department.

Where corrective lenses or dentures have clearly been damaged in the line of duty, absent negligence on the part of the employee, and when there is no compensation or incomplete compensation provided by Worker's Compensation or hospitalization, then the Township shall pay for the replacement or repair thereof to the extent required. It is hereby understood that the decision as to the applicability or extent of payment is solely a Management decision and is not subject to the grievance procedure nor appeal, but may be appealed to the Board of Township Trustees for final disposition.

Section 4. Uniform Items. A police uniform shall consist of those items listed and defined as the department uniform in Section 1217.00 of the Springfield Township Police Manual.

Section 5. Gun Purchase. The uniform allowance may not be used for the purchase of any off duty handgun.

ARTICLE 21
OUT OF CLASSIFICATION WAGE

Section 1. Rate of Pay. When a member with more than one year of credited service in the bargaining unit is assigned to work out of his/her classification, said employee shall be paid his/her own rate of pay if the position to which he is assigned pays a lower rate than his regular rate. However, if a member of the bargaining unit is assigned to work out of his/her classification in a higher rated position, he shall receive his/her own rate of pay plus two dollars (\$2.00) per hour for time worked, subject to the following conditions:

Section 2. Reserved Rights. The Chief retains the right to assign a Sergeant to replace a Sergeant for scheduling purposes whenever possible.

Section 3. Minimum Qualifications/Duties. No officer shall be assigned to replace a Sergeant unless (s)he has completed a current first line supervisor's course and has a minimum of three (3) years of experience as a full time police officer. Any officer who replaces a Sergeant must perform all the duties of the Sergeant so replaced on the work schedule and assume all the responsibilities.

Section 4. Time Limitations/Extensions. Out of classification assignments shall terminate after five (5) working days unless continued by the Chief in his sole discretion.

Section 5. Supervisory Training. Subject to the availability of funds, the Chief will make every effort to offer members with three (3) years full-time service First Line Supervision Training assignments conducted through OPOTA and upon request.

ARTICLE 22
HOSPITALIZATION INSURANCE

Section 1. Contributions. The Township will offer to bargaining unit members a hospitalization plan including dental and vision coverage as selected through the insurance committee or otherwise provided under the terms of this article. The bargaining unit member's contribution will be calculated on an annual basis and divided among the biweekly pay periods. The Employer and its employees shall contribute the following monthly amounts for coverage under the Township's insurance plan:

	<u>Township</u>	<u>Employee</u>	<u>Total Contribution</u>
Single Contribution	\$443.37	\$13.71	\$ 457.08
Employee/Child(ren)	\$770.32	\$27.94	\$ 798.26
Employee/Spouse	\$957.62	\$39.90	\$ 997.52
Family Contribution	\$1,360.52	\$64.11	\$1,424.63

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation. Should the committee select a plan that is less than the Total Contribution amount identified above, the Employer agrees that fifty percent (50%) of the amount below the Total Contribution may be allocated by the Committee back towards

employee premium contributions, HSA funding if applicable, or other insurance related purposes.

Section 2. Insurance Committee/Insurance Changes. The Union agrees that the Township may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, one (1) or two (2) representatives of the Board of Trustees, whichever is necessary to achieve an odd number. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote. The committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 1 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 1 of this article, pass that increase along to the parties.

Section 3. Committee Recommendations. Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by September 15 for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the total base contribution costs set forth in Section 1. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by July 1 preceding the plan year for which bids are taken.

Section 4. Life Insurance. Life insurance shall be provided to the bargaining unit members in the amount of thirty thousand dollars (\$30,000.00), and the spouse of a member in the amount of seventy-five hundred dollars (\$7,500.00), and for each dependent of a member in the amount of twenty-five hundred dollars (\$2,500.00). Members may opt to purchase optional contributory life insurance for members only through payroll deduction at the member's expense in increments of five thousand dollars (\$5,000.00).

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.

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. Sick time shall be cumulative and shall not be restricted to a total number of days.

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. In order to request the payment of sick leave, employees are required to complete and sign a Request for Leave Form, supplied by the Employer. 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 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 of vacation. Such additional vacation day must be used during the next calendar year. Sick leave utilized as a result of an on-duty injury, subject to workers' compensation, shall not be counted against the use of sick time for the purpose of determining the sick leave incentive.

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
7 through 12 years of service	3 weeks
13 through 18 years of service	4 weeks
19 years of service and over	5 weeks

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 eight (8) 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 | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence 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 26 **COURT TIME**

Section 1. Court Time. If any bargaining unit member is required to appear in court or before any administrative agency of the State of Ohio or any other political subdivision on Township business on their off duty time, he/she will receive either a minimum of three (3) hours for court or the actual time spent, whichever is greater, in court or before an administrative agency including travel time to and from the said court or administrative agency. Court time minimums shall not overlap one another in the case of multiple court appearances in one (1) day. If a court time minimum would overlap the member's scheduled shift, the member shall be paid for the actual time spent in court, including travel time to and from the court or administrative agency. In no event shall an employee receive more than eight (8) hours of court duty time pay for any one calendar day unless actually in court more than eight (8) hours. Furthermore, if an employee receives four (4) or more hours for court duty time and the employee is regularly scheduled to work on another shift during the same twenty-four hour period, the Chief may schedule the employee off part of a shift so that the combined court and duty time does not exceed eight (8) for the day.

Section 2. Mileage. Bargaining unit members will be reimbursed for mileage for such court appearances at the current Internal Revenue Service rate per mile for personal vehicle use, plus any parking charges and tolls after submission of paid receipts. Personal vehicles shall not be used when Township vehicles are available.

ARTICLE 27
PERSONAL DAYS

Section 1. Each bargaining unit member shall receive two (2) personal days per year.

Section 2. Request of the personal day will be at the discretion of the member upon twenty-four (24) hours prior notice to the department head. The personal days 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 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.

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.

ARTICLE 30 **HEALTH PROTECTION/VACCINATIONS**

Section 1. Because of the constant exposure to diseases, vaccinations shall be provided to full time personnel with the cost to be borne by the Management. This shall include yearly flu shots, (as recommended by the AMA), hepatitis B vaccination, and any other related vaccinations approved by Management. All personnel will be required to execute a release for Springfield Township relieving it of any liability for any adverse reaction of any kind to the aforesaid vaccination(s), or any illness, injury or death caused by the said vaccination(s).

All flu shots are to be provided by the Akron City or Summit County Health Departments only, at a place to be designated by the Board of Trustees.

Section 2. All bargaining unit members shall agree to submit to drug and/or alcohol testing by methods detailed in the following paragraphs:

- A. **RANDOMLY ADMINISTERED ANNUAL DRUG/ALCOHOL TESTING:** All bargaining unit members shall consent to randomly administered drug and/or alcohol testing, administered through Corp Care and in accordance with NIDA standards, to ensure the employees are free from physically and mentally impairing drugs and alcohol. Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Section 3719.01 of the Ohio Revised Code. Unless otherwise expressly outlined in this article, a bargaining unit member shall not be compelled to be

tested more frequently than once each calendar year, which runs January 1 through December 31. Employees for random testing shall be selected by a numerical method determined by management. The selection shall be random to the employee, insofar as the date and time of the test will not be disclosed, in advance, to the employee. A Union representative will be present with the randomly-selected members are matched with employees. Employees shall be sent while on-duty for their random testing and shall incur no loss of pay as a result of attending the test. Mileage shall be reimbursed as outlined in this Agreement.

- B. **PRE-EMPLOYMENT DRUG/ALCOHOL TESTING:** Drug/alcohol screening/ testing shall be conducted as part of the pre-employment testing process for full-time employees. Testing under this section shall not be considered the annual test for an employee. Any individual who completes his probationary period and becomes a member of the bargaining unit shall consent to be tested within seven (7) days of becoming an eligible member of the bargaining unit. Testing under this section shall not be considered the annual test for an employee.
- C. The sample provided by the employee shall be split so that if a first test shows positive, the second sample may be used for confirmatory testing in accordance with NIDA standards. Thereafter, the employee may, within twenty-four (24) hours, have a separate test done to confirm the results, at the lab of his choosing, at his expense. This test shall be given the same evidentiary value as the previous test.
- D. **REASONABLE SUSPICION DRUG/ALCOHOL TESTING:** Bargaining unit members further consent to drug and alcohol testing when there is a reasonable basis to believe that an employee is using or abusing alcohol or drugs based upon specific, objective facts and reasonable inferences drawn from these facts, which may be based on, but are not limited to, any of the following:
1. A serious workplace injury to an employee or another person, the cause of which is otherwise unexplained;
 2. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved;
 3. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, dilated pupils or bloodshot eyes, odor of alcohol or marijuana, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
 4. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents,

etc.), which appears to be related to substance abuse and does not appear to be attributable to other factors;

5. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking; and
 6. A report of alcohol or other drug use provided by a reliable and credible source.
- E. **EMPLOYEE CONFESSION OF DRUG/ALCOHOL DEPENDENCY:** If, prior to being designated for testing under the provisions of this Agreement, an employee comes forward and provides Management with a written statement and confesses that he has a drug or alcohol dependency problem, the Township will not discipline the employee for his condition, but rather will work with the employee to obtain his admission to a rehabilitation or detoxification program as determined appropriate by the Township's physician and which may be covered by the employee's health insurance program. It is understood that each individual employee has only one opportunity to avoid discipline due to a voluntary confession of dependency. The Township shall incur no expense in this rehabilitation beyond that provided by Township-provided insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, comp time, and personal days for the period of the detoxification program.
- F. Once cleared for reinstatement by the detoxification program director and the Township's chosen physician, the employee shall resume full duties at a like-position to the one held by the employee prior to the medical leave. Once reinstated under this section, the employee shall be subject to random testing at a frequency of not more than once every thirty (30) days, for period up to three hundred sixty-five (365) days, to ensure there is no reoccurrence of illegal drug or alcohol usage.
- G. Any employee authorized to enter a rehabilitation or detoxification program under this article shall not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- H. The cost of drug/alcohol testing required by Management under this article shall be paid for by the Township.
- I. Testing under this article shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.
- J. If an employee has not voluntarily submitted to a program of rehabilitation under this article, and tests positive for the use of illegal drugs or if he tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation for drug and/or alcohol abuse, such employee shall be subject to discipline, up to and including termination of employment.

- K. An employee testing positive for alcohol (in excess of .04) will be subject to rehabilitation for a first offense unless his impaired state is determined to be in imminent danger to himself, his co-workers and/or the Township's citizens, in which case he will be subject to discipline, up to and including discharge.
- L. For purposes of implementing the provisions of this article, each bargaining unit member shall be required upon the consummation of this Agreement, or upon becoming eligible to become a member of the collective bargaining unit, to execute medical release forms in order for the Township to obtain the results of the drug screening testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the employee, except that without a release from the employee, the Township may disclose information pertaining to an employee's drug testing to a decision-maker in a grievance or other proceeding initiated by or on behalf of an employee and arising from the results of a drug test. Failure to execute a medical release form in order for the Township to obtain the results of the drug screening test results provided for in this article shall result in disciplinary action, up to and including termination of employment.

ARTICLE 31 **NO STRIKE/NO LOCKOUT**

Section 1. It is expressly recognized by the Union that any strike by an employee is in violation of Section 4117 of the Ohio Revised Code. The Union agrees for itself, its representatives and members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any other concerted work stoppage or other job action designed to impair or impede the functions of the Springfield Township Police Department or any part thereof.

Section 2. The Union agrees to actively seek stoppage of any type of job action by a member or members of the Labor Counsel bargaining unit. The Union shall take whatever further steps reasonably within its ability which are necessary to end such job action.

Section 3. During the term of this Agreement, the Township agrees that it will not lock out employees, nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of services of the Township.

ARTICLE 32 **MEETINGS AND TRAINING**

Section 1. When an employee is required to return for a mandatory department meeting or training, he shall receive a minimum of one (1) hour pay at the appropriate rate.

ARTICLE 33
BULLETIN BOARDS

Section 1. The Chief will arrange a location in the police station immediately accessible to the F.O.P. members and/or the bargaining unit members. A bulletin board will be provided for posting of F.O.P. business. The bulletin board will be provided by F.O.P. members.

ARTICLE 34
PHYSICAL FITNESS TESTING

Section 1. Participation in the Springfield Police Department's Physical Fitness Testing Program shall be voluntary.

Section 2. The following shall be maintained as per current practice: (a) the components of the physical fitness tests (participate in the following five [5] components - push ups, pull ups, bench press, sit ups and 1.5 mile run/walk/12 minute timed run and pass three (3) of the foregoing components according to current standards for age and gender); and (b) the number of physical fitness tests each year (two [2] tests per calendar year). The tests have traditionally been given in April/May and September/October and that schedule will be maintained unless changed by the Chief due to extenuating circumstances such as inclement weather, outbreak of contagious illness, staffing shortage, etc.

Section 3. The Chief of Police reserves the sole right and discretion to: (a) establish different physical fitness tests as an option to the current test, provided that the current test is maintained (if optional tests are established, employees may elect to participate in either the current test or an optional test); and (b) assign the personnel in charge of determining pass/fail of the physical fitness tests.

Section 4. Employees who pass two (2) physical fitness tests given at separate times in the same calendar year (traditionally in April/May and September/October - see Section 2) shall receive a lump sum payment equivalent to 0.5% of their annual base salary, less applicable deductions, in the first pay period in December. The employee must be employed by the Springfield Township Police Department at the time of the payment in order to qualify for the payment.

	Physical Fitness Incentive (Gross Amount)				<u>Sergeants</u>
	<u>Patrol Officers</u>				
	0-2 Years	2-4 Years	4-6 Years	6+ Years	
2007	\$200.90	\$207.93	\$215.21	\$222.84	\$250.20
2008	\$207.93	\$215.21	\$222.84	\$230.54	\$258.96
2009	\$215.21	\$222.84	\$230.54	\$238.61	\$268.02

ARTICLE 35
DURATION

Section 1. This Agreement shall become effective January 1, 2013, and shall remain effective for three (3) years thereafter terminating on December 31, 2015. Prior to the expiration date, negotiations may be commenced upon no more than one hundred eighty (180) and no less than sixty (60) days notice by either party in accordance with the provisions of the State Employment Relations Act. Matters covered in the terms and conditions of this collective bargaining agreement can be reopened during the term of this agreement only by the mutual agreement of the parties.

SIGNATURES

Signed and dated at Springfield Township, Ohio, on this 10th day of January, 2012.

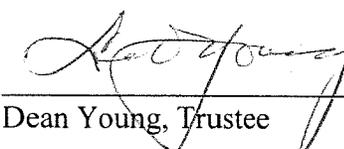
For Springfield Township



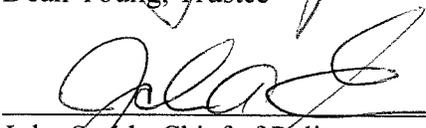
Bruce Killian, Trustee



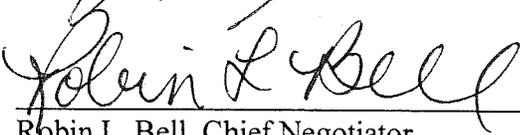
Deb Davis, Trustee



Dean Young, Trustee

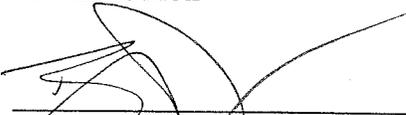


John Smith, Chief of Police

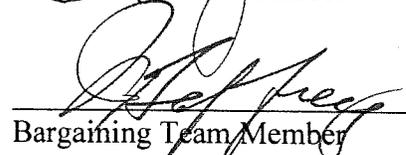


Robin L. Bell, Chief Negotiator
Clemans, Nelson & Associates, Inc.

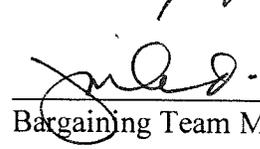
For the Union



Bargaining Team Member

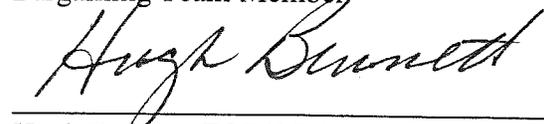


Bargaining Team Member



Bargaining Team Member

Bargaining Team Member



Hugh Bennett, FOP/OLC Senior Staff Rep.

SIDE LETTER #1
WAGES

Section 1. Notwithstanding the wage rates contained in Article 18, Pay Schedule, bargaining unit members appointed to full-time status prior to January 1, 2011, shall be covered by the wage schedule in this side letter until such time as they reach the top rate of pay on this wage schedule. At that time, the member shall be transitioned to the top rate of pay contained in Article 18, Pay Schedule, and receive benefits under that article.

Classification	2013 (2%)		2014 (1.0%)		2015 (1.0%)	
Patrolman (0-2 years)	\$21.85	\$45,448.00	\$22.07	\$45,905.60	\$22.29	\$46,363.20
Patrolman (2-4 years)	\$22.62	\$47,049.60	\$22.85	\$47,528.00	\$23.08	\$48,006.40
Patrolman (4-6 years)	\$23.41	\$48,692.80	\$23.64	\$49,171.20	\$23.88	\$49,670.40
Patrolman (6 + years)	\$24.23	\$50,398.40	\$24.47	\$50,897.60	\$24.71	\$51,396.80
Sergeants	\$27.21	\$56,596.80	\$27.48	\$57,158.40	\$27.75	\$57,720.00

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-07-0661
EMPLOYEE ORGANIZATION,	}	12-MED-07-0662
	}	
and,	}	
	}	
SPRINGFIELD TOWNSHIP TRUSTEES,	}	
SUMMIT COUNTY,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

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. Matthew Baker
mbaker@clemansnelson.com