AGREEMENT

12-MED-08-0716
1006-01
K29289
01/08/2013

BETWEEN

THE SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

AND

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

EXPIRES 12-31-2015

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Table of Contents	
1	Preamble	3
2	FOP Recognition	3
3	Non-Discrimination	3
4	Management Rights	4
5	Dues Deduction and Fair Share Fees	4
6	FOP Representation	5
7	Labor/Management Meetings	6
8	Grievance Procedure	6
9	Discipline	10
10	Probationary Periods	12
11	Seniority	12
12	Layoff and Recall	13
13	Personnel File	14
14	Hours of Work and Overtime	15
15	Wages	17
16	Court Time	18
17	Employee in Charge	19
18	Insurance	19
19	Vacations	21
20	Holidays	23
21	Uniforms and Equipment	24
22	Training and Education	26
23	Reimbursement of Expenses	27
24	Sick Leave	27
25	Workers Compensation Leave	30
26	Personal Leave	32
27	Military Leave	32
28	Unpaid Leaves of Absence	34
29	No Strike/No Lockout	38
30	Severability	38
31	Waiver in Case of Emergency	38
32	Scope of Bargaining	39
33	Duration	39
34	Longevity	40
35	Drug/Alcohol Testing	40
36	Physical Abilities Testing	42
	Signature Page	43

ARTICLE 1
PREAMBLE

Section 1.1: This Agreement is entered into by and between Springfield Township, Hamilton County, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police/Ohio Labor Council, Inc. hereinafter referred to as the "FOP", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in its entirety the full and complete understandings and agreements between the parties governing the wages, and the hours, terms, and other conditions of employment for those Employees.

Section 1.2: The following definitions shall apply to this agreement:

A. Employer – The Board of Trustees and/or any Employee, supervisor, representative, agent, or person designated by the Board of Trustees or Township Administrator of Springfield Township to act on its behalf.

B. Employee – shall designate both sexes and wherever the male gender is used, it shall also be construed to include male and female Employees.

ARTICLE 2
FOP RECOGNITION

Section 2.1: The Employer recognizes the FOP as the sole and exclusive representative for all full-time Employees and as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 86-MED-11-1138 on October 30, 1986.

Section 2.2: In the event of a change of a position, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit, and shall so advise the FOP in writing within seven (7) working days of such position change or creation. If the FOP disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the FOP's written notification to the Employer. If the parties agree upon the determination, it shall be implemented as agreed by the Employer and the FOP. If the parties do not agree, the determination shall be subject to challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the State Employment Relations Board (hereinafter "SERB") Rules and Regulations.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1: The Employer and the FOP agree not to discriminate against any Employee with respect to compensation or terms or conditions of employment or because of such individual's race, color, religion, sex, age, ancestry, national origin, handicap, FOP membership or non-FOP membership. The use of bona fide

occupational qualifications by the Employer shall not be construed as discrimination, and is therefore not subject to the grievance procedure as provided for in this Agreement.

Section 3.2: All references to Employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed as to include male and female Employees.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1: The Employer possesses the sole right to operate the Department, and all management rights repose in it. The Employer's exclusive rights shall include, but are not limited to, the following:

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

B. Direct, supervise, evaluate, or hire Employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

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

E. Suspend, discipline, demote, or discharge for just cause;

F. Determine the adequacy of the work force;

G. Determine the mission of the department as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the department as a governmental unit.

Section 4.2: The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements are and shall remain the function of the Employer.

ARTICLE 5
DUES DEDUCTION & FAIR SHARE FEES

Section 5.1: The Employer agrees to deduct from the wages of all Employees, all Labor Council membership dues uniformly required. Employees authorizing dues deductions

shall submit an individual written authorization card bearing their signature. The Labor Council will notify the Employer from time to time of the dues it charges.

Section 5.2: Employees shall either become dues paying members of the FOP, Ohio Labor Council, Inc. or, remit to the Labor Council monthly, through payroll deduction, a fair share fee in an amount not to exceed the monthly dues of a dues paying member and in accordance with the provisions of O.R.C. 4117.09(c). This amount shall be deducted from the wages of all such non-member(s) of the Labor Council and shall commence sixty (60) days after initial employment.

Section 5.3: The Labor Council agrees to indemnify and to save the Employer harmless from any action commenced by an Employee arising as a result of the deductions made under this Article.

Section 5.4: All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the FOP, Ohio Labor Council, Inc.

ARTICLE 6
FOP REPRESENTATION

Section 6.1: A representative of the FOP shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings as authorized in this Agreement, provided that the representative notifies the Employer of his/her intention to attend such scheduled meetings or hearings no later than the close of the business day immediately preceding the day of the scheduled meeting or hearing. Upon arrival, the FOP representative shall identify himself/herself to the Employer.

Section 6.2: The Employer shall recognize two (2) Employees who are designated by the FOP as the FOP representatives for the purposes of representation as provided for in this Agreement. No Employee shall be recognized by the Employer as an FOP representative until the FOP has presented the Employer with written certification of that Employee's selection.

Section 6.3: The FOP shall provide to the Employer an official roster of its Employees, its FOP representatives, and its Employee FOP representatives, which shall be kept current at all times and shall include the following:

A. Name;
B. Address;
C. Home telephone number;
D. Immediate supervisor's name and phone number;
E. Office held in FOP.

Section 6.4: The FOP agrees that no official of the FOP shall interfere, interrupt, or disrupt the normal work duties of any Employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.

The FOP representative shall not enter any work or Employee break areas of the Employer without obtaining the prior permission of the Employer, shall not conduct any FOP activities in any area of any facility of the Employer or in any work area without notifying the supervisor(s) in charge of such area(s) of the nature of the FOP activity.

The FOP official shall cease any unauthorized activities immediately upon the request of the Employer or the supervisor of the area where the unauthorized activity is being conducted.

Section 6.5: Employees shall not engage in any FOP activities during the working time of any Employees, excluding breaks, other than as provided for in this Agreement.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1: In the interest of sound labor/management relations, the Employer or the FOP may request that up to twice each calendar year, on a mutually agreeable day and time, the Employer shall meet with not more than three (3) representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings shall take place only if requested by either party.

Section 7.2: The party requesting the meeting shall present a written notice to the other party at least ten (10) calendar days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of the representatives who will be attending.

Section 7.3: Areas of mutual concern, including conditions tending to cause misunderstandings or problems, shall be considered in recommendations made to either the Employer or to the FOP, or to both, by the persons present at any labor/management meeting. Such meetings shall be exclusive of the grievance procedure as provided for elsewhere in this Agreement. Grievances shall not be considered at such meetings, nor shall proposals to alter the terms of this Agreement be discussed.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1: The term "grievance" shall herein mean an allegation by an Employee that there has been a breach, a misinterpretation, or an improper application of this Agreement.

Section 8.2: The grievance procedure may not be used to effect changes in the terms of this Agreement. Therefore, any dispute or grievance which would change the terms of this Agreement, or the remedy to which would be a violation of local, state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure.

Section 8.3: If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (limited to Worker's Compensation, Unemployment Compensation, Equal Employment Opportunity Commission, Civil Rights Commission, or Department of Labor Wage and Hour Division) may not be made the subject of a grievance hereunder and may not be processed as such. The Employee and his/her representative may meet with the Employer in an effort to resolve the matter prior to any appeal to an outside administrative agency.

Section 8.4: A grievance, under this procedure, may be filed by any full time Employee, by the FOP on behalf of Employee, or by the FOP on behalf of itself.

Section 8.5: Employees who desire to file a grievance involving a situation affecting more than one (1) Employee in a similar manner, all Employees affected must sign the grievance. Any one member who has signed a group grievance may process the grievance.

Section 8.6: All grievances must be timely processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the grievance procedure will be deemed to have been settled on the basis of the Employer's response at the last completed step.

Section 8.7: Any grievance not answered by the Employer within the time limits stipulated herein may be advanced by the Employee to the next step in the grievance procedure.

Section 8.8: Any Employee may withdraw a grievance at any point in the grievance procedure by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Employee within the time limits stipulated herein, shall be considered resolved based upon the Employer's last response.

Section 8.9: Time limits stipulated herein may be extended by mutual agreement of the parties. Such mutual agreement shall be in writing.

Section 8.10: Whenever used in this Article, the term "work days" shall mean those days that the administrative offices of the Employer are open for business to the general public.

Section 8.11: A grievance must be submitted within seven (7) work days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts giving rise to the grievance. This thirty (30) calendar day limitation is intended to accommodate Employees who were on leave status at the time of the occurrence of the facts giving rise to the grievance. An Employee returning from leave has seven (7) work days to file a grievance over an occurrence during the term of his/her leave, provided that the thirty (30) calendar day limit is not exhausted.

Section 8.12: The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck is received by the Employee which contains the alleged error or omission.

Section 8.13: All written grievances shall be on a form mutually agreed to by the parties, and shall contain the following information:

A. Aggrieved Employee's name and signature;
B. Aggrieved Employee's classification;
C. Date grievance was first discussed with supervisor;
D. Name of supervisor with whom grievance was first discussed;
E. Date grievance is being filed in writing;
F. Date and time incident giving rise to grievance occurred;
G. Location where incident occurred;
H. Description of incident;
I. Articles and Sections of Agreement believed to have been violated;
J. Resolution or remedy requested.

Section 8.14: It shall be the responsibility of the FOP to duplicate, distribute, and account for all grievance forms.

Section 8.15: When an Employee chooses to represent himself/herself in the presentation and processing of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of the conditions of the adjustment. The Employee shall be responsible for notifying the appropriate FOP representative.

Section 8.16: The investigation of grievances by Employees and/or Employee FOP representatives shall be on non-work time. The writing of grievances by Employee FOP representatives may be performed, with prior permission of the immediate supervisor, during working hours when such activity does not interfere with the performance of assigned duties. If grievance hearings are scheduled during the regular work schedule of an Employee or Employee FOP representative, such Employee or representative shall not suffer any loss of pay while attending such hearings.

Section 8.17: Grievances relating to disciplinary actions of suspension without pay and/or termination shall be submitted directly to Step 2 of the Grievance Procedure. Disciplinary actions of verbal warning, written warning and/or written reprimand are not subject to the grievance procedure.

Section 8.18: It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by the Employer and the FOP to affect the resolution of grievances at the earliest step of the grievance procedure. In furtherance of this objective, the steps provided herein shall be followed. The Employee may have the appropriate FOP representative present during any meeting or hearing provided herein.

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the Employee must identify the alleged grievance to the Lieutenant within the time limits provided for herein. Such grievance shall be in writing on the mutually agreed grievance form. The Lieutenant shall investigate the alleged grievance and provide an answer within five (5) working days following the date on which the grievance was first received.

STEP 2: If the grievance is not resolved in Step 1, the Employee may, within five (5) working days following the Step 1 reply, refer the grievance to the Chief of Police or his/her designee. The Employer shall have five (5) working days in which to schedule a meeting, if it deems necessary, with the aggrieved Employee. The Employer shall investigate and respond in writing to the aggrieved Employee within five (5) working days following the meeting date or five (5) working days following receipt of the grievance, whichever is later.

STEP 3: The FOP, based upon the facts presented, has the exclusive right to decide whether or not to arbitrate a grievance filed by an Employee. Within ten (10) calendar days from the date of the final answer of a grievance at Step 2, the Employee of the FOP may notify the Employer of the intent to seek arbitration. When the FOP refuses to submit a grievance to arbitration, the Employee may seek arbitration without the approval of the FOP, but he/she shall be solely responsible for any and all expenses ordered through arbitration, or as provided for herein. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a list of nine (9) arbitrators from FMCS Region No. 15. The parties shall alternately strike names of the arbitrators until there is only one name remaining who shall be the Arbitrator. Either party may once reject the entire list and request another list from the FMCS of nine (9) additional names from which the parties shall alternately strike names until a mutually agreeable arbitrator is selected.

Section 8.19: The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of the specific Articles and/or Sections of this Agreement, and shall be without the power or authority to make any decision which is:

A. contrary to, inconsistent with or modifies or varies in any way the terms of this Agreement or applicable laws;

B. contrary to, inconsistent with, changes, alters, limits, or modifies any practice, policy, rules, or regulations, presently or in the future established by the Employer, so long as such practice, policy, or regulation does not conflict with this Agreement, and/or;

C. contrary to the inherent right of the Employer to exercise its management rights or infers any limitation upon the Employer from any provisions of this Agreement.

Section 8.20: The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such right originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement.

Section 8.21: The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the panel's jurisdiction. The first question to be placed before the panel will be whether or not the grievance is arbitrable. If the panel determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitration panel.

Section 8.22: The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

Section 8.23: The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be paid by the losing party; however, if the losing party cannot be determined, the arbitrator shall apportion the costs to be paid by the Employer and the Union, and shall set down this apportionment as part of his/her decision.

Section 8.24: Expenses of any witnesses required to testify at any grievance arbitration hearing shall be borne, if any, by the party calling the witness, except that the wages of Employees who may be required to testify or be present at grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporter or any other means of providing an official transcript of the hearing shall be paid by the party requesting the recording or transcript. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

ARTICLE 9
DISCIPLINE

Section 9.1: The tenure of every Employee of Springfield Township shall be during good behavior and efficient service. No Employee shall be reduced in pay or position, suspended, discharged, transferred or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee only for just cause. The Employer may take this type of action for infractions by the Employee while the Employee is on duty, working under the color of the Employer or off duty representing him/her as an Employee of Springfield Township. Action consisting "work under the color of the Employer" shall include but is not limited to court appearances and off-duty details, however assigned. The Employee may not be disciplined for actions on his/her own personal time that do not reflect directly on Springfield Township, or do not violate any state or federal statutory provision. Forms of disciplinary action are:

A. Verbal Warning;

B. Written Warning;
C. Written Reprimand;
D. Suspension Without Pay;
E. Discharge From Employment.

Section 9.2: Incompetency, inefficiency, dishonesty, use of or addiction to any illegal substance, alcoholism or drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in service shall be cause for disciplinary action.

Section 9.3: Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.

Section 9.4: When the Employer has reason to discipline an Employee, every reasonable effort shall be made to carry out such discipline in a manner that will not embarrass the Employee before other Employees or the public.

Section 9.5: Whenever the Employer determines that an Employee may be disciplined for cause (including only suspensions, reductions or termination), a predisciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged conduct.

Section 9.6: Predisciplinary hearings will be conducted by the Township Administrator or in his/her absence a neutral Township Employee selected from those Employees not directly in the chain of command of the Employee, or by neutral selected from outside of the department or township employment. At the direction of the Employer an impartial neutral, who is not a Township Employee, may be selected. The Employer shall select the neutral.

Section 9.7: Not less than forty-eight (48) hours prior to the scheduled starting time of the predisciplinary hearing, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action. The Employee must choose to: (1) appear at the hearing to present an oral or written statement in his/her defense; (2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or (3) elect in writing to waive the opportunity to have a predisciplinary hearing. If the Employee fails to appear at the scheduled predisciplinary hearing, it will be presumed that he/she has elected to waive his/her right to such hearing.

Section 9.8: At the predisciplinary hearing, the Township Administrator or neutral will ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee. Failure to respond or failure to respond truthfully may result in further disciplinary action.

Section 9.9: At the predisciplinary hearing, the Employee may present any testimony, witnesses, or documents which explain whether the alleged incident occurred. The

Employee shall provide a list of witnesses to the Township Administrator or neutral as far in advance as possible, but not later than twenty-four (24) hours prior to the predisciplinary hearing. It is the Employee's responsibility to notify witnesses that their attendance is desired.

Section 9.10: The Employee or his/her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral concluding as to whether the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be provided to the Employee within seven (7) calendar days following its receipt by the Employer.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1: Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer as a full-time Employee and shall continue for a period of twelve (12) months. In the event that Springfield Township employs a non-certified Employee and sends that Employee through an OPOTA certified police academy, the twelve (12) month probationary period will begin on the date the Employee successfully passes the OPOTA certification test.

Section 10.2: The Employer shall evaluate all Employees during their initial probationary period in accordance with its policies and procedures. In the event that the Employer determines that the job performance of a probationary Employee does not meet all requirements of the Employer, the probationary Employee may be terminated from employment during the probationary period. The termination of any probationary Employee during his/her probationary period shall not be appealable through the grievance procedure.

ARTICLE 11
SENIORITY

Section 11.1: Seniority for Employees hired on or after December 31, 1996 shall be computed on the basis of uninterrupted length of continuous full-time sworn service or in the event of a non-certified Employee, the date of hire with the Employer. A termination of the employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the Employee is reinstated through Arbitration or Court Order, the Employee loses all previously accumulated seniority.

Beginning January 1, 2010, seniority shall be determined by the date the Employee was sworn in. If multiple officers are hired and sworn in on the same date, than seniority shall be granted to the Employee that achieved the highest overall testing/process score.

Springfield Township Police Department employees (including, but not limited to Dispatchers and Cadets) who become sworn police officers shall, regardless of actual

swear date, have seniority over all other new employees who have the same date of hire.

Section 11.2: An approved leave of absence as provided for elsewhere herein does not constitute a break in continuous service provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of such approved leave.

Section 11.3: Employees who are laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 11.4: The Employer shall provide a current seniority list to the FOP on an annual basis. This list shall be used whenever required by specific Articles or Sections of this Agreement.

Section 11.5: Seniority Points for Sergeant and Detective Promotions. Seniority points consist of ten percent (10%) of the promotional score and are awarded by the following rate for continuous service with the Springfield Township Police Department. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service of purpose of this section.

2 Years of Service	1 Point
3 Years of Service	2 Points
4 Years of Service	3 Points
5 Years of Service	4 Points
6 Years of Service	5 Points
7 Years of Service	6 Points
8 Years of Service	7 Points
9 Years of Service	8 Points
10 Years of Service	9 Points
11Years of Service	10 Points

ARTICLE 12
LAYOFF AND RECALL

Section 12.1: The parties mutually agree that the following procedures shall be the sole and exclusive procedures for implementing a lay-off or job abolishment directly affecting Employees and that any statutory procedures in conflict with the following are hereby specifically waived.

When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employees ten (10) days in advance of the effective date of the layoff or job abolishment. The determination regarding whether or not the layoffs or job abolishment are necessary shall be at the sole discretion of the Employer (Board of Trustees). Such determination by the Employer shall not be unreasonable.

Upon request of the Employee (FOP/OLC) during the ten (10) day period, the Employer agrees to meet and confer with representatives of the Employee (FOP/OLC) regarding the effect of the layoff and to explore possible alternatives to avoid the need for the

layoff. Such meeting shall not delay the implementation of the layoff unless the parties mutually agree to an alternative to the layoff.

Section 12.2: The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification, affected Employees will be laid off in accordance with their seniority (least senior first). For purpose of layoff, seniority shall be defined in accordance to Section 11.1 of this Agreement.

Section 12.3: Employees who have completed their assigned probationary period, who are laid off, shall be placed on a recall list for a period of two years. If a position from which the Employee was laid off becomes available within this time frame, Employees who are still on the recall list shall be recalled in the reverse order of their layoff, provided they remain qualified and eligible to perform such work. Any training necessary for a laid off Employee to meet minimum requirements as specified in the Ohio Revised Code so he/she can be recalled from the layoff shall be paid by the Employer.

Section 12.4: Notice of recall shall be sent to the Employee by certified mail with a copy to the FOP. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee. It is the responsibility of the Employee to provide the Employer with a written notice of any change of address and/or telephone number during his/her period of layoff.

Section 12.5: The recalled Employee shall have five (5) calendar days following the date of his/her receipt or the attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following his/her receipt of or the attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the recall notice.

Section 12.6: Any Employee who fails to notify the Employer of his/her intent to return to duty or who fails to return to duty within the time limits set forth herein shall be immediately terminated from employment and his/her name shall be removed from the seniority list.

ARTICLE 13
PERSONNEL FILES

Section 13.1: Any Employee may inspect his/her personnel file maintained by the Employer at a mutually agreeable time. The Employee shall be entitled to have a representative of his/her choice accompany him/her during such review.

Section 13.2: If the Employee feels that any document, statement or notation in his/her personnel file is inaccurate or unfavorable to him/her, he/she shall be given the right to place a statement of rebuttal or explanation in his/her file. Such statement shall not contain any defamatory or scurrilous attacks upon any Employee, supervisor or the Employer. No anonymous material of any type shall be included in the Employee's personnel file.

Section 13.3: Records of oral warnings shall not be put in personnel files, but may be used by the Employer in disciplinary procedures. Written warnings and reprimands shall cease to have force and effect one (1) year from the date of issuance, provided that no intervening discipline of the same nature has occurred. Any other record of discipline of any kind shall cease to have force and effect three (3) years from the date of issuance, provided that no intervening discipline of the same nature has occurred.

Section 13.4: Except as required by O.R.C. 149.43, documents contained in an Employee's personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the Employee.

ARTICLE 14
HOURS OF WORK AND OVERTIME

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

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

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

the time card at least 30 days in advance of the pay period in which payment is requested.

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

Section 14.4: Any Employee called in to work at a time outside his/her regularly scheduled shift, and when such call-in does not abut his/her regularly scheduled shift, shall be paid at a minimum of two hours at the rate of one and one half (1 ½) times his/her regular hourly rate of pay or paid by compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status.

Section 14.5: All hours worked in excess of the employee's regularly scheduled shift shall be considered overtime and shall be compensated at the rate of one and one half (1 ½) times his/her regular hourly rate of pay or paid by compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status. All overtime earned pursuant to this Section shall be paid each pay period by the Employer.

Section 14.6: A monthly seniority list will be maintained by the Employer and will be available to all Employees. The list will be displayed in the Briefing Room and available for inspection twenty-four (24) hours a day. Prior to the upcoming month, but no later than seventy-two (72) hours prior to the upcoming month, Employees will sign up for first, second, third shift overtime or any and all shifts. When an overtime situation exists with more than twenty-four (24) hours notice to management, the supervisor will utilize the appropriate shift list and will start at the top of the list (list order determined by seniority) and notify Employees of the overtime opportunity. Employees signing up for overtime shall furnish one (1) alternative phone number in addition to their home phone number by which they wish to be contacted. Supervisors will use that phone number to attempt to make contact. If the supervisor receives no answer at the Employee's residence after six (6) rings he/she will attempt contact via the alternate number. In the event the Employee is deemed to have refused the overtime opportunity or actually refuses the opportunity upon receiving notification of the opportunity, that Employee's name will be moved to the bottom of the list. Upon receiving no response or an actual refusal of the overtime opportunity, the supervisor will notify the Employee next on the list of the overtime opportunity, utilizing the same process as above, until such time as the overtime opportunity is filled. Once the overtime opportunity is filled, the Employee next on the list will be the first Employee notified of the next overtime opportunity. If an Employee refuses or is not available for the overtime on three (3) or more occasions in a given month, that Employee's name will be removed from the overtime list for the remainder of that specific month. If the Employee declines or accepts the overtime, the Employee will move to the bottom of the list and the next name will be the top of the list. If an Employee who is on the overtime list, but unable to work the overtime because he/she is on duty for Springfield Township, they will remain at the top of the list

for the next overtime opportunity. If that Employee then declines the next opportunity, the order of the list will then revert to the next Employee as listed above.

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

ARTICLE 15
WAGES

Section 15.1: Bargaining unit employees hired before January 1, 2013 shall receive wage compensation based on length of service with the Springfield Township Police Department according to the schedule set forth below:

A. Effective January 1, 2013, rates of pay for bargaining unit employees shall increase by 0.00% and shall be as follows:

2013	Recruit	Probationary	13-24 Months	25+ Months
Patrol	$20.21 per hour	$26.95 per hour	$30.32 per hour	$33.69 per hour

B. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 0.00% and shall be as follows:

2014	Recruit	Probationary	13-24 Months	25+ Months
Patrol	$20.21 per hour	$26.95 per hour	$30.32 per hour	$33.69 per hour

C. Effective January 1, 2015, rates of pay for bargaining unit employees shall increase by 0.00% and shall be as follows:

2015	Recruit	Probationary	13-24 Months	25+ Months
Patrol	$20.21 per hour	$26.95 per hour	$30.32 per hour	$33.69 per hour

Section 15.2: Bargaining unit employees hired on or after January 1, 2013 shall receive wage compensation based on length of service with the Springfield Township Police Department according to the schedule set forth below. The Township may, in its sole discretion, hire new employees at any step listed between Probation and 85+ months. In the event this occurs, said employee shall progress to the next step on their anniversary date until they reach top pay regardless of the number of months they have worked for the Township.

A. Effective January 1, 2013, rates of pay for bargaining unit employees hired on or

after January 1, 2013 shall increase by 0.00% and shall be as follows:

2013	Recruit	Probation	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months	85+ Months
Patrol	$20.21 Per hour	$24.92 Per hour	$27.74 Per hour	$28.64 Per hour	$29.49 Per hour	$30.38 Per hour	$31.29 Per hour	$32.23 Per hour	$33.69 Per hour

B. Effective January 1, 2014, rates of pay for bargaining unit employees hired on or after January 1, 2013 shall increase by 0.00% and shall be as follows:

2013	Recruit	Probation	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months	85+ Months
Patrol	$20.21 Per hour	$24.92 Per hour	$27.74 Per hour	$28.64 Per hour	$29.49 Per hour	$30.38 Per hour	$31.29 Per hour	$32.23 Per hour	$33.69 Per hour

C. Effective January 1, 2015, rates of pay for bargaining unit employees hired on or after January 1, 2013 shall increase by 0.00% and shall be as follows:

2013	Recruit	Probation	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months	85+ Months
Patrol	$20.21 Per hour	$24.92 Per hour	$27.74 Per hour	$28.64 Per hour	$29.49 Per hour	$30.38 Per hour	$31.29 Per hour	$32.23 Per hour	$33.69 Per hour

Section 15.4: Any Employee assigned to the criminal detective division for more than three consecutive months shall receive a seven percent (7%) pay differential for that period of time for which he/she is so assigned. This pay differential shall be calculated from the top pay for patrol Employees, as specified in Section 15.1 and 15.2 of this Agreement as listed below.

Detective	2013	2014	2015
	$36.05 per hour	$36.05 per hour	$36.05 per hour

Section 15.5: Field Training Employees (FTO) shall receive a ten percent (10%) salary adjustment for the time spent as a FTO.

ARTICLE 16
COURT TIME

Section 16.1: All Employees who testify in court as representatives of the Township shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for each hour of court appearance, with a two (2)) hour minimum payment and be paid or have compensatory time added to his/her bank each pay period, provided that the Employee is not on duty at the time of his/her appearance. Supervisory personnel may limit the number of Employees who may testify in any given court case. Compensatory time may be taken in lieu of actual pay. All compensatory time shall be accumulated, "cashed-out" and/or used as outlined in Article 14.

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

Section 16.3: Employees who work third shift immediately prior (night before) to their required court appearance shall receive a minimum of three (3)) hours of service and be paid or have compensatory time added to his/her bank each pay period. All compensatory time shall be accumulated, "cashed-out" and/or used as outlined in Article 14.

Section 16.4: All Court time shall be included by the Employee on his/her time card and be paid each pay period by the Employer.

Section 16.5: Employees are required to show on time for all scheduled court appearances. Employees who fail to show for a required court appearance shall face disciplinary action by the Employer if the Employer determines that an inadequate reason(s) existed to warrant the absence or tardiness. Employees shall forfeit the two/three (2)/(3) hour minimum service time and be paid on an hour for hour basis for that case or subsequent court appearances resulting from their failure to appear.

ARTICLE 17
EMPLOYEE IN CHARGE

Section 17.1: If the Employer determines that it is necessary to designate a full time Employee as the Employee In Charge (OIC) of a work shift, such Employee shall receive a 10% salary adjustment for time spent as an OIC.

Section 17.2: In order to qualify for OIC compensation as provided for herein, the Employee must work more than one (1) consecutive hour within the same work shift as the designated OIC.

ARTICLE 18
INSURANCE

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

The current (January 1, 2013) total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees is $5,841.72 ($5,091.72 combined premium costs plus $750 HSA contribution cost) for an individual plan and $15,307.32 ($13,807.32 combined premium costs plus $1500 HSA contribution cost) for a family plan. The Employer shall pay 100% of this total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees.

If, at any time during the pendency of this Agreement, the total combined costs to provide major medical/hospitalization and dental insurance coverage for Employees (i.e., combined premium cost plus HSA contribution cost) increases from the amounts listed above, the Employer may require, at its sole discretion, that Employees pay 12.5% of the total combined cost of providing major medical/hospitalization and dental insurance coverage or eliminate or reduce the amount the Employer contributes to the Employee's HSA for the remainder of this Agreement. If an HSA Plan is not in place the

Employer may still require at its sole discretion, that Employees pay 12.5% of the total cost of providing major medical /hospitalization and dental coverage. The Employee's share of the total combined cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

Notwithstanding the above, the Employer and Employees agree that the Employees will not be required to pay any amount of the total combined cost of providing major medical/hospitalization and dental insurance coverage in 2013 and the Employer will contribute to the Employees HSA account $1500 for a family plan and $750 for a single plan in 2013.

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

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

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

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

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

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

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

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

ARTICLE 19
VACATION

Section 19.1: Vacation shall be accrued on a per pay period basis for all full time Employees with less than one year of service as follows:

3.1 hours per pay period (80 hours per year)

Section 19.2: Employees with less than one year of service may use accrued vacation time at any time with the prior approval of the Employer. Upon the completion of one year of service, the Employee will receive vacation hours prorated (based on 80 hours) to the end of the calendar year.

> **Example:** Employee completes first year of service on April 23, 1998. Employee receives fifty-six (56) additional hours of vacation time to accrued balance until the end of the year. Employee will receive eighty (80) hours of accrued vacation balance on January 1, 1999. On Employee's anniversary date (May 1, 1999) the Employee will receive an additional forty (40) hours of accrued vacation.

Section 19.3: Vacation shall be accrued on a yearly basis for all full time Employees with more than one year of service as follows:

After completion of one (1) year of service	80 hours
After completion of eight (8) years of service	120 hours
After completion of fifteen (15) years of service	160 hours
After completion of twenty (20) years of service	200 hours

Employees with more than one year of service shall receive their accrued vacation time on January 1 of each year. Employees shall earn the additional accrued vacation time as shown above on their anniversary.

> **Example:** Employee with fourteen years of service receives one hundred and twenty (120) hours of accrued vacation of January 1, 1999. On Employee's anniversary date (May 1, 1999) the Employee will receive an additional forty (40) hours of accrued vacation.

Section 19.4: Employees shall be permitted to carry a maximum vacation time balance of eighty (80) hours into each new year. Employees shall be permitted to "cash in" up to forty (40) hours of the maximum vacation time balance of eighty (80) hours during the final pay period in December of each year, provided said Employee has utilized not less than one-half (½) of his/her accrued vacation time during that year.

Section 19.5: Any Employee whose anniversary date falls within ninety (90) days of December 31 shall receive an additional ninety (90) days to comply with the above

section regarding the maximum amount of time that can be carried into the next year during the year in which said anniversary date resulting additional accrual of vacation time.

Section 19.6: All vacation leave requires the prior approval of the Employer. The Employer reserves the right to revise previously approved vacation requests should an emergency situation occur or should the previously approved vacation adversely affect the efficiency of the Department.

Section 19.7: Employees with more than one year of service who utilize their full year's accrual of vacation time that resign or are terminated prior to the completion of the year shall have the amount of owed vacation time deducted from their final pay check. Employees who resign with two weeks notice and have returned all issued equipment shall receive vacation pay for earned but unused vacation pay. This shall be calculated using a prorated formula based on the yearly amount earned and the date of resignation.

> **Example:** An Employee with twelve years of service resigns with at least two weeks notice on June 30, 1999. The Employee received one hundred and twenty (120) hours of vacation time on January 1, 1999 and has not utilized any time during the 1999 calendar year. Said Employee shall be paid sixty hours of unused vacation pay.

Section 19.8: Employees who are terminated by the Employer for reasons other than insubordination, falsifying Employer record, theft, mistreatment of members of the public or other Employees and immoral behavior that have returned all issued equipment shall receive vacation pay for earned but unused vacation pay. This shall be calculated using a prorated formula based on the yearly amount earned and the date of termination (see above formula).

Section 19.9: Vacation time shall not be accrued or paid during a granted leave of absence.

Section 19.10: Vacation request shall be granted on the basis of seniority and rank, provided the request is submitted prior to March 15, of each calendar year and consists of not more than two (2) consecutive weeks between the period of June 1 and September 1 and not more than three (3) consecutive weeks during the other times of the year.

Section 19.11: When an Employee retires, he/she is entitled to payment for all earned but unused vacation time. In the event of the Employee's death, payment for such unused vacation time is to be paid to Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of beneficiary, the payment shall be made to Employee's estate upon application of the executor of the estate.

ARTICLE 20
HOLIDAYS

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

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

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

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

Section 20.4: On the first regularly scheduled pay day in December, each full time Employee shall receive a check for accumulated but unused holiday pay for up to six (6) holidays that he/she was available for duty, as defined in this Article, during the previous twelve (12) months. The remaining five holidays must either be taken off in accordance with Section 20.3 of this Article or will be forfeited without payment unless a reasonable effort has been made to use the days throughout the year and unless the request has been denied for a time that would not, if granted, put the Department below minimum staffing at which time the hours denied would be paid out. Such check shall be for the number of hours in each Employee's normal work shift for each holiday that the Employee was available for duty, and shall be for the rate of pay that was in effect for the Employee on the actual date of the holiday for which he/she is being paid.

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

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

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

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

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 21.1: As more specifically provided in Section 5 of this Article, the Employer shall supply at no cost to the Employee all uniforms and equipment required by the Employer, excluding footwear, socks, and underwear, in quantities specified by the Employer. The cleaning expense of such uniforms and equipment shall be the responsibility of the Employee.

Section 21.2: All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment, be returned to the Employer in the same condition as originally issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee. Any issued item which is lost or damaged beyond normal use by an Employee through his/her negligence shall either be replaced or paid for at current market value by the Employee, at the option of the Employer.

Section 21.3: Equipment, clothing, patches, insignia, buttons, badges, and other items not issued by or required by the Employer may be utilized or worn only with the permission of the Employer.

Section 21.4: Non-uniform Employees assigned to the Detective Division shall maintain clothing and equipment supplied by the Employer in a manner specified by the Employer.

The Employer will issue each Employee assigned to a non-uniform position in the Detective Division a check for One Thousand Dollars ($1000), payable in January, which shall be taxed according to IRS regulations. Employees assigned to a non-uniform position in the Detective Division for less than a full calendar year shall receive a check for a pro-rated amount, payable on the first full pay period after they begin working in

the assignment. Such Employees who are re-assigned to a position other than a non-uniformed position in the Detective Division or who leave employment with Springfield Township during a calendar year will be required to repay a pro-rated amount of the money received, which amount may be deducted from any leave payout amounts to which the Employee is entitled.

The Employee will use those funds to replace worn/lost clothing/equipment. The employer will provide the Employee with a list of acceptable equipment/clothing items that may be purchased. Employees assigned to the Detective Division shall be permitted to dress business casual, according to guidelines established by the Chief of Police, unless they are testifying in court at which time a business suit shall be required.

Section 21.4 (a): Non-uniform Employees assigned to the Vice Unit shall maintain clothing and equipment supplied by the Employer in a manner specified by the Employer. The Employer will allot each member an amount totaling Three Hundred Dollars ($300) per year.

The Employer will issue each Employee assigned to a non-uniform position in the Vice Unit a check for Three Hundred Dollars ($300), payable in January, which shall be taxed according to IRS regulations. Employees assigned to a non-uniform position in the Vice Unit for less than a full calendar year shall receive a check for a pro-rated amount, payable on the first full pay period after they begin working in the assignment. Such Employees who are re-assigned to a position other than a non-uniformed position in the Vice Unit or who leave employment with Springfield Township during a calendar year will be required to repay a pro-rated amount of the money received, which amount may be deducted from any leave payout amounts to which the Employee is entitled.

The Employee will use those funds to replace worn/lost clothing/equipment. The Employer will provide the Employee with a list of acceptable equipment/clothing items that may be purchased.

Section 21.5: Uniformed Employees shall maintain uniforms and equipment supplied by the Employer in a manner specified by the Employer. The Employer will establish an account at a uniform/equipment supplier in the amount of Five Hundred Dollars ($500) per year. The Employee will use that account to replace worn/lost equipment. The Employer will provide the Employee with a list of acceptable equipment/uniform items that may be purchased and may refuse the purchase of items it deems unnecessary or inappropriate.

Employer agrees to replace items that are damaged as a result of job performance damage in excess of normal wear and tear.

New probationary Employees will be furnished with all needed equipment and will not receive the uniform allowance until their probationary period had been successfully completed.
Any unused credit from the account will be returned to the Employer.

Section 21.6: When an Employee supplies evidence that he/she has sustained damage to personal property while performing his/her assigned duties, provided such damage

was not the result of willful misuse or negligence on the part of the Employee, the Employer may reimburse the Employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year, per Employee, but no more than fifty dollars ($50.00) for jewelry items. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair and replacement of said property shall be at the Employer's option. Any court ordered restitution up to the one hundred dollars ($100.00) paid under this Section shall be remitted to the Employer. Cell Phones, PDA's, Blackberries or other similar electronic equipment not issued by the Employer are exempted from this policy.

Section 21.7: In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prostheses, which damage occurs in the active discharge of an Employee's assigned duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Worker's Compensation and the actual cost of repair or replacement.

Section 21.8: Upon retirement from the Springfield Township Police Department, each retiree shall be presented his/her services revolver and a new badge for a total cost of one dollar ($1.00). The new badge shall indicate the retired status of the individual to whom it has been presented. This section does not apply if the Employee is seeking retirement as disability retirement based on mental illness.

Section 21.9: In the event of a uniform change mandated by the Employer, the Employer shall pay for such change without deducting from the Employees' uniform/equipment accounts.

ARTICLE 22
TRAINING AND EDUCATION

Section 22.1: When the Employer requires any Employee to attend any school, class, training session, etc., the Employee shall have all hours spent at such training opportunity that occur during his/her normal work schedule included in his/her hours worked during the work period in which the training opportunity occurs, not to exceed eight (8) hours in any calendar day.

Section 22.2: When the Employer requires that an Employee travel to any required training opportunity, the Employee shall be paid at his/her regular hourly rate of pay for all normal travel hours to and/or from such required training opportunity. Any normal travel time in excess of two (2) hours must be approved by the Employer prior to the beginning of such travel.

Section 22.3: The expenses for tuition, registration, fees, books, etc. of any training opportunity required by the Employer shall be paid for by the Employer.

Section 22.4: For purposes of this Article, "required" shall mean any training, class, course, or other educational opportunity that is mandated by OPOTA to maintain Police Officer certification and/or any training, class, course, or other educational opportunity that the Employer mandates that the employee attend. Any training, class,

course, or other educational opportunity that the employee requests to attend and is granted permission, and/or is accommodated by the Employer, to attend shall not be considered "required" for purposes of this Article.

ARTICLE 23
REIMBURSEMENT OF EXPENSES

Section 23.1: If the Employer requires any Employee to expend personal funds in conjunction with the performance of his/her assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such funds shall be reimbursed to the Employee by the Employer.

Section 23.2: When the Employer requires that an Employee use his/her own vehicle for travel required by the Employer, the Employee shall be compensated at the rate allowed by the Internal Revenue Service. Furthermore, where the Employee is required to stay overnight and meals are not provided, a per diem rate will be provided equal to the Federal Per Diem Rate established for the city to which the Employee is traveling. For travel not requiring an overnight stay, the traveler may submit receipts for reimbursement. Prior to travel, the Chief of Police and/or Township Administrator will establish the criteria for reimbursement and determine the maximum reimbursement allowed.

Section 23.3: When the Employer requires that an Employee stay away from home overnight in conjunction with the performance of his/her assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such expense shall be reimbursed to the Employee by the Employer. The reservations for such overnight lodging shall be selected by the Employer at a hotel or motel providing reasonable facilities.

Section 23.4: When travel by a commercial carrier is required by the Employer, such travel arrangements and reservations shall be made by the Employer, and the cost of such travel shall be paid by the Employer.

Section 23.5: Before an Employee can be reimbursed for any personal expenses provided for in this Article, he/she must provide receipts of all expenditures to the Employer.

ARTICLE 24
SICK LEAVE

Section 24.1: Employees shall be entitled, for each completed 80 hours of service, to sick leave of four and six-tenths hours of pay. Employees may use sick leave, upon approval of the Employer, for absence due to personal illness, exposure to a contagious disease that could be communicated to other Employees or for illness, injury or death in the Employee's immediate family. When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Unused sick leave shall accumulate to a maximum of 320 days (2,560 hours).

Section 24.2: An Employee with ten (10) years of service with the Township, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with Springfield Township, shall be paid fifty percent (50%) of the value of his/her accrued but unused sick leave, up to a maximum payment of eight hundred (800) hours. Payment shall be based upon the Employee's rate of pay at the time of retirement.

Employees with a sick leave balance of 1,000 hours or more may sell up to one hundred twenty (120) hours of sick leave each year, at fifty percent (50%) of the Employee's current hourly rate, payable in November of each year. All requests for such payment must be made by October 1 to receive the November payout.

Section 24.3: To be eligible for the buy-back of unused sick leave an Employee shall not use more than thirty (30) days of sick leave within twelve (12) months preceding his/her date of retirement, unless otherwise approved by the Township Administrator.

Section 24.4: In the event of the death of an active Employee, the Employee's accumulated but unused sick leave will be converted to a lump sum payment in the same manner and up to the same maximum payment as set forth above dealing with buy-back of unused sick leave, and payable to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate. If the death of an Employee occurs during the proper execution of his/her assigned duties as an Employee, Springfield Township shall pay all accumulated but unused sick leave in the manner provided for herein.

Section 24.5: Any Employee who is laid off under the terms and conditions provided within this Agreement shall, upon his/her reinstatement, have placed to his/her credit all accumulated, unpaid, unused sick leave existing at the time of the layoff.

Section 24.6: Sick leave shall accrue while the Employee is in active pay status, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status.

Section 24.7: Sick leave accrual shall not exceed one hundred twenty (120) hours in any calendar year.

Section 24.8: When an Employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person, as far in advance of his/her scheduled starting time as possible, but not less than two (2) hours prior to his/her scheduled starting time, on each day of absence. Failure to provide such two (2) hour notice shall result in the denial of the Employee's application of sick time unless unusual or unavoidable circumstances, as approved exclusively by the Chief of Police or Township Administrator.

Section 24.9: Upon return to work, an Employee shall complete an application for sick leave form to justify the use of sick time. When an Employee utilizes sick leave for medical appointments, or when an absence is for three (3) or more days, or when the Employee has utilized leave for five (5) or more separate incidents within any calendar

year, the Chief of Police (in addition to the requirements for FMLA covered later in the Article), may require the Employee to furnish a return to work release including a description of the illness or injury from a medical practitioner. Employees who return to work with a medical practitioners note will not be charged with an absence for the purpose of this section. Falsification of any such work release or any other material used to substantiate the use of sick leave shall be grounds for disciplinary action.

Section 24.10: Sick leave shall be used in one (1) hour increments for any hour or fraction of an hour of sick leave taken by the Employee. Sick leave shall only be approved for days which the Employee would have normally have been scheduled to work. Sick leave shall not exceed the normally scheduled daily or weekly assigned hours of work.

Section 24.11: Sick leave, with pay, may be used for the following purposes, and must have the approval of the Employer.

A. For absence of the Employee due to illness, injury, or exposure to contagious diseases, which could be communicated to other Employees. Where an Employee plans to use or uses sick leave for a period in excess of three (3) days, he/she must follow the procedures listed in Section 602 of the Springfield Township Personnel Policy Manual relating to FMLA leave and must complete the leave of absence, initial medical certificate, and return to work certificate forms outlined in that section.

B. For absence of the Employee due to illness of someone in the Employee's immediate family. For purposes of this paragraph, the immediate family is defined as the Employee's husband, wife, son, daughter, stepson, stepdaughter, mother, father, mother-in-law, or father-in-law who resides in the Employee's home at the time of the illness. With the exception of FMLA-qualifying leaves of absence to care for persons specifically outlined in the FMLA, absence due to illness of immediate family shall not exceed five (5) total days during a twelve (12) month period, unless the Employee requests and receives advance approval from the Chief of Police and/or the Township Administrator for additional time. Where an Employee plans to use or uses sick leave under this paragraph for a period in excess of three (3) days (or 5 days in the case of absences taken to care for persons other than those specifically outlined in the FMLA), he/she must follow the procedures listed in Section 602 of the Springfield Township Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section.

C. For absence due to the death of any of the following members of the Employee's family: father, mother, brother, sister, son, daughter, stepson, stepdaughter, husband, wife; or grandparent, aunt, uncle, niece, nephew, grandchild, or in-law of the Employee who was, at the time of their death, a permanent resident of the Employee's household. Absence due to such situation shall not exceed three (3) days unless the Employee requests and receives advance approval from the Chief of Police and/or Township Administrator for additional time.

D. For absence due to death of an aunt, uncle, nephew, niece, grandparent, grandchild, or parent of the Employee's spouse. Any sick leave usage hereunder is limited to one (1) day of the actual attendance of the funeral unless the Employee requests and receives advance approval from Chief of Police and/or the Township Administrator for additional time.

E. Employees shall be entitled to designate up to six (6) weeks of accrued sick, vacation, or personal leave as Family Leave to be used for absences due to childbirth. Family Leave must be taken immediately following childbirth and shall not exceed six (6) weeks for the employee giving birth or five (5) work days for an employee whose spouse has given birth. Where an employee plans to use or uses Family Leave, he/she must follow the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section. Leave taken for childbirth beyond the maximum leave amounts established herein, or beyond the employee's accumulated sick, vacation, or personal leave shall be taken as unpaid FMLA leave pursuant to Section 602 of the Employer Personnel Policy Manual.

F. Sick leave may be used as personal leave by full-time Employees to attend to extraordinary personal matters that cannot be cared for outside the Employee's normal working hours, provided that the orderly and efficient operation of the department is not impaired. Such requests shall only be made in extreme situations and shall require the prior approval of the Chief of Police and the Township Administrator.

   A written request for the use of personal leave must be approved at least seventy-two (72) hours in advance of the requested time off and may not be granted for the purpose of extending a vacation or holiday or similar activity. Advance notice may be waived in cases of extreme emergency.

Section 24.12: As is more fully explained in other sections of the Springfield Township Personnel Policy Manual, Springfield Township requires Employees to use earned and accrued leave as part of the twelve (12) work week FMLA leave entitlement. Such leaves shall run concurrently. Accordingly, when an eligible Employee takes leave for his/her own "serious health condition," he/she is required to utilize his/her accrued sick leave as all or part of the twelve (12) weeks granted under the FMLA. If the eligible Employee's sick leave is exhausted prior to the expiration of his/her FMLA leave, the remainder of the FMLA leave shall be granted as an unpaid leave of absence.

ARTICLE 25
WORKERS COMPENSATION LEAVE

Section 25.1 Springfield Township provides a comprehensive workers' compensation program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Workers' compensation benefits are provided by the Ohio Bureau of Workers' Compensation according to its regulations and procedures.

Section 25.2 Reporting of Work Related Injuries or Illnesses:

Reporting to Supervisors: Employees who sustain work-related injuries or illnesses must inform their supervisors immediately, unless they are physically unable to do so. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Reporting to the Human Resources Director: Employees who sustain work-related injuries or illnesses MUST complete a First Report of Injury form and hand-deliver, fax, or email the completed form to the Human Resources Director within 24 hours of the injury or illness. The affected-employee's supervisor is also responsible for ensuring the timely completion and delivery of the First Report of Injury form.

Section 25.3 Pay Status or Types of Leave Utilized While Off-Duty for Work Related Injuries or Illnesses:

Full-time employees who sustain documented work-related injuries or illnesses and who are unable to perform the essential functions of their positions shall be placed on the following pay status or types of leave:

Pre-Determination Salary Continuation: Upon receipt of a First Report of Injury indicating that an employee has sustained a work-related injury or illness and notification by a licensed medical practitioner that the injury or illness prevents the employee from performing the essential functions of his/her job, the Human Resources Director shall place the employee on a Pre-Determination Salary Continuation Pay Status. While the employee is on this Pay Status, he/she will continue to be paid his/her regular rate of pay. Pre-Determination Salary Continuation continues until the Township receives the order/determination by the Ohio Bureau of Workers' Compensation as to the claim for worker's compensation benefits.

If the claim is allowed, the employee will be placed in a post-determination status as listed below. If the claim is disallowed, the employee's sick leave balance will be reduced and/or his/her future salary will be adjusted to account for the employee's absence prior to the Bureau of Workers' Compensation Order/Determination.

Section 25.4 Post-Determination Status: If the Ohio Bureau of Workers' Compensation allows the workers' compensation claim, the employee will be placed in one of the following Pay Status or Leave Types:

Temporary, Light Duty Assignment: Employees who are unable to return to full duty, but who are certified to return to duty with restrictions by a licensed medical professional may return to duty in a temporary, light duty assignment if such an assignment is available. Light duty assignments are temporary tasks identified by the Township from time to time as being necessary to the Township. Light duty assignments may or may not be located in an employee's normal work place or department. Light duty assignments are not simply scaled-down versions of employees' normal positions. Employees who are offered light duty assignments commensurate with the job restrictions provided by a licensed medical professional may refuse to accept the assignment. However, pursuant to Bureau of Workers' Compensation regulations and

guidelines, such refusals may result in the cessation of Workers' Compensation benefits. Employees who accept temporary, light duty assignments will be paid at their normal rate of pay for all work performed.

Salary Continuation: Employees who are unable to return to full duty may be offered Salary Continuation as outlined in Section 316 of the Springfield Township Personnel Policy Manual.

Workers' Compensation Leave: Employees who are not working a temporary, light duty assignment and who are not on salary continuation shall be placed on Workers' Compensation Leave. Employees on Workers' Compensation Leave will not be required to utilize accumulated sick leave, vacation leave, compensatory time, or personal leave. However, where applicable, Workers' Compensation Leave may run concurrent with FMLA Leave.

Section 25.5 Reporting of Change In Status or Medical Treatment:

Employees who are off work or in temporary, light-duty assignments as a result of work-related injuries or illnesses must immediately inform the Human Resources Director when any significant change in their on-going medical treatment or work status occur. Changes in work status include, but are not limited to, determination that an employee is able to return to work with restrictions, modification of an employee's work restrictions, or determination that an employee is able to return to full duty.

ARTICLE 26
PERSONAL LEAVE

Section 26.1: Employees shall receive two (2) paid personal days per calendar year. Personal days may not be carried over from one year to the next. Personal days shall not be deducted from the Employee's sick time, vacation, holiday, or compensatory time, and usage of personal days shall not affect the Employee's attendance record in any way. No personal days shall accumulate while an Employee is on any unpaid leave of absence or while he/she is on disciplinary suspension. The use of personal days shall not interfere with the efficient and effective operation of the department.

ARTICLE 27
MILITARY LEAVE

Section 27.1: The following articles are short summaries of lengthy Ohio and Federal regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Ohio statutes pertaining to military leave.
In any particular case, except where the Employer has chosen a permitted option under the State and Federal regulations, the precise rights and obligations of Employees and the Employer, will be governed by the State and Federal regulations themselves.

Section 27.2: Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio

National Guard, and members of the armed forces of the United States are Employees qualified to take a military leave of absence.
Qualifying Employees who request a leave of absence to serve in the uniformed service are entitled to a military leave of absence for such time as they are in the military service on field training or active duty to the extent required by law (generally up to a cumulative total of 5 years). Unless precluded by military necessity, Employees requesting such leave must provide advance, written notice of the need for such leave.

Section 27.3: Employees on military leave shall be paid as follows:

a. For military leave of one month or less during any calendar year:

i. Employees shall be paid their normal daily wages (hourly wage rate multiplied by eight (8)) for the days they are out for military service, up to a maximum of one hundred seventy-six (176) hours.

b. For military leave of longer than one month during any calendar year:

For their first month of military service, Employees shall be paid as described above. After the first month of military service is paid as described above, no payment shall be made for any subsequent military services of less than one full (1) month. For each full month of military service, Employees shall be paid the lesser of five hundred dollars ($500) or the difference between the Employee's one month's wages as an Employee and the amount of pay and allowances received that month as a member of the uniformed services.

Employee's one month's wages shall be calculated by multiplying the Employee's hourly wage rate by one hundred seventy-six (176).

Nothing in this section shall require the Employer to pay any amount of wages (other than the one-month wage per calendar year outlined above) to any Employee whose gross uniformed pay and allowances received in the relevant pay period exceeds the Employee's gross wages from the Employer.

Section 27.4: Employees on military leave who become reemployed after a period of military leave are entitled to the seniority benefits that the Employee had on the date of the commencement of service in the uniformed services plus the additional seniority benefits that such Employee would have attained if he/she had remained continuously employed.

Employees on military leave are entitled to such non-seniority rights and benefits while they are away on military service as they would be entitled if they were on a Leave of Absence without Pay pursuant to Article 28 of this contract.

Section 27.5: Employees on military leave are entitled to a continuation of health care benefits as follows:

a. For military leave of three (3) months or less during any calendar year:

i. Employees shall be entitled to a continuation of their health insurance benefits at the same costs and to the same extent as they would have been entitled had they not been absent on military leave.

b. For military leave of greater than three (3) months:

i. Employees shall be entitled to a continuation of their health insurance benefits, at their election, for up to twenty-four (24) months. However, Employees electing to maintain their health insurance benefits during this time are required to pay up to one hundred and two percent (102%) of the full premium for such insurance (even if the Employer would have paid the entire premium had the Employee remained employed).

Section 27.6: So long as the Employee remains qualified for the job to which he/she is assigned, Employees returning from military leave shall be returned to the job the Employee would have held had the Employee remained continuously employed (including seniority benefits).

Employees returning from military leave after service of one (1) to thirty (30) days shall be expected to return to work no earlier than the beginning of the first regularly scheduled work period on the first full day following completion of their military service and expiration of an eight (8) hour rest period following safe transportation home.

Employees returning from military leave after service of thirty-one (31) to one hundred eighty (180) days must submit an application for reinstatement to the Township Administrator no later than fourteen (14) days after completion of their military service. (This deadline may be extended as required by law if the Employee is convalescing due to an injury incurred during military service.) Employees who are reinstated shall be expected to return to work at the date and time established by the Township Administrator, which should be no later than two (2) weeks after receipt of the application for reinstatement.

Employees returning from military leave after service of one hundred eighty (180) days or longer must submit an application for reinstatement to the Township Administrator no later than ninety (90) days after completion of their military service. (This deadline may be extended as required by law if the Employee is convalescing due to an injury incurred during military service.) Employees who are reinstated shall be expected to return to work at the date and time established by the Township Administrator, which should be no later than two (2) weeks after receipt of the application for reinstatement.

ARTICLE 28
UNPAID LEAVES OF ABSENCE

Section 28.1: The Employer offers the following categories of leave of absence without pay:

1. Personal leave of absence without pay;
2. Medical leave of absence without pay;
3. Disability leave of absence without pay: and
4. Educational leave of absence without pay.

Except in extenuating circumstances granted in writing by the Township Administrator, leaves of absence without pay in different categories (except medical leave of absence without pay and disability leave of absence without pay) may not run consecutively.

Section 28.2: Employees may be granted a personal leave of absence without pay for a maximum duration of six (6) months for any personal reasons of the Employee (not including employment with any employer other than the Employer). Such personal leave of absence without pay may not be renewed and extended beyond the initial six (6) month period, except as provided in this Section.

Section 28.3: Employees may be granted a medical leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a medical leave of absence without pay. A medical leave of absence without pay for a period not to exceed six (6) months may be granted when such medical condition continues beyond the use of all accumulated sick and/or vacation leave, provided that the Employee furnishes the Employer with satisfactory proof of such medical condition (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for medical leave of absence without pay, and the Employee is:

(1)Hospitalized or institutionalized;

(2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution;

or

(3)Declared incapacitated for the performance of his/her duties by a licensed medical practitioner designated by the Employer. It is the Employee's responsibility to request a medical leave of absence without pay as such leave is not granted automatically when an Employee's sick and/or vacation leave is exhausted.

When an Employee is ready to return to work from a medical leave of absence without pay, he/she shall furnish a statement by the attending licensed medical practitioner to certify that the Employee is able to return to work. The Employer may request that the Employee submit to examination by a licensed medical practitioner selected by and paid for by the Employer before an Employee is permitted to return to work from such leave. Employees who are released by the physician(s) provided for in this section shall be assigned to a work schedule as soon as practical following such release(s).

Section 28.4: Employees may be granted a disability leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a disability leave of absence without pay. A disability leave of absence without pay for a period not to exceed six (6) months may be granted when such disability continues beyond the use of all accumulated sick and/or vacation leave, or beyond the period of medical leave of absence without pay, provided that the Employee furnishes the Employer with satisfactory proof of such disability (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for disability leave of absence without pay, and the Employee is:

(1) Hospitalized or institutionalized;

(2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution; or

(3) Declared incapacitated for the performance of his/her duties by a licensed medical practitioner designated by the Employer. It is the Employee's responsibility to request a disability leave of absence without pay as such leave is not granted automatically when an Employee's sick and/or vacation leave, and medical leave of absence without pay is exhausted.

When an Employee is ready to return to work from a disability leave of absence without pay, he/she shall furnish a statement by the attending licensed medical practitioner to certify that the Employee is able to return to work. The Employer may request that the Employee submit to examination by a licensed medical practitioner selected by and paid for by the Employer before an Employee is permitted to return to work from such leave. Employees who are released by the physician(s) provided for in this section shall be assigned to a work schedule as soon as practical following such release(s).

Section 28.5: Employees may be granted an educational leave of absence without pay for the purpose of education, training, or specialized experience that would be of benefit to the Employer. Such educational leave of absence without pay shall not exceed twenty-four (24) months.

Section 28.6: The authorization of any leave of absence without pay as provided for in this Section is a matter of the administrative discretion of the Employer. The Employer will decide in each individual case if a leave of absence without pay is to be granted.

Section 28.7: The Employee shall notify the Employer as far in advance as possible of his/her intention to request any leave of absence without pay. The Employer may deny or delay the granting of any leave of absence without pay in order to maintain the effective and efficient operation of the Employer.

Section 28.8: FMLA leave requested beyond an Employee's earned and accrued paid leave shall run concurrently with any leave of absence without pay granted to the Employee. However, the denial of a request for any category of leave of absence without pay in no way reduces or limits an eligible Employee's entitlement to up to

twelve (12) weeks of Basic FMLA leave and/or up to twenty-six (26) weeks of Military FMLA leave.

Section 28.9: An Employee may return to work before the scheduled expiration of any leave of absence without pay if he/she so requests in writing, and if approved by the Employer. Any Employee who fails to return to work at the expiration of any leave of absence without pay shall be terminated from employment.

Employees on leave of absence without pay are entitled to a continuation of health care benefits as follows:

(1) Employees on medical leaves of absence without pay are entitled to a continuation of health care benefits for the first three (3) months of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave;

(2) Employees on disability leaves of absence without pay may receive a continuation of health care benefits if they received a continuation of their health care benefits for the entire period of their medical leave of absence without pay and have submitted a written request for an extension of health care benefits for the period of their disability leave of absence. Such requests to extend Employees' health care benefits shall be submitted and approved as outlined below. Any such benefits granted shall be at the same costs and to the same extent as they would have been had the Employee not been absent on leave;

(3) Employees on personal leaves of absence without pay are entitled to a continuation of health care benefits for the first month of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave; and

(4) Employees on educational leaves of absence without pay are entitled to a continuation of health care benefits for the first month of leave at the same costs and to the same extent as they would have been entitled had they not been absent on leave.

Upon the written request of the Employee at least five (5) business days prior to the cessation of health care benefits as outlined above, the Township Administrator may grant an extension of health care benefits if he determines that granting such an extension is necessary to avoid an undue hardship to the Employee and is in the best interests of the Employer. Such extensions of health care benefits may be permitted for any period of time up to the conclusion of the approved period of leave of absence without pay and must be approved in writing.

The Township Trustees may request that Employees (on medical or disability leaves of absence without pay) submit to examination by a licensed medical practitioner selected by and paid for by the Employer at any time during this three (3) month period as a condition of continuation of health care coverage.

Section 28.10: Earned benefits (e.g. seniority, vacation time, sick time, holiday pay) will not continue to be accrued during periods of leaves of absence without pay.

ARTICLE 29
NO STRIKE/NO LOCKOUT

Section 29.1: The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, slowdown or any other concerted activity which would interrupt the operations or services of the department or the Employer during the life of this Agreement;

B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the Employees unless such Employees have violated the provisions of this Article.

Section 29.2: In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate the provisions of this Article are subject to discipline by the Employer.

Section 29.3: The Employees and/or officials of the FOP and any Employee FOP representative shall make every effort to immediately bring an end to any strike or other job action herein by Employees.

Section 29.4: Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike and/or work stoppage.

ARTICLE 30
SEVERABILITY

Section 30.1: This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 30.2: The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 31
WAIVER IN CASE OF EMERGENCY

Section 31.1: In the event of a state of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Hamilton County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances;

B. All work rules and/or agreements and practices relating to the assignment of Employees.

Section 31.2: Upon the termination of the state of emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the state of emergency.

ARTICLE 32
SCOPE OF BARGAINING

Section 32.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of such unlimited right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP, and all prior agreements, practices, policies and/or procedures, either oral or written, are hereby canceled. Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 32.2: Bargaining in good faith, any typographical errors that may be discovered during the final preparation of the Agreement between said parties that may change the intended meaning or context of any section shall be immediately addressed by the members representing both parties. In the event there is a discrepancy regarding the desired intent of the section in question that cannot be agreed upon, an emergency meeting will be held between all negotiation Employees and representatives from the Employer.

ARTICLE 33
DURATION

Section 33.1: This Agreement shall be effective from January 1, 2013 and shall remain in full force and effect until 11:59 p.m. on December 31, 2015.

Section 33.2: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the

expiration date of this Agreement. Such notice shall either be by certified mail with return receipt requested or may be served electronically on the other party. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notice of intent. All other provisions of Ohio Revised Code Chapter 4117 shall apply unless otherwise mutually agreed upon.

ARTICLE 34
LONGEVITY

Section 34.1: A police Employee hired before January 1, 2013, who has been employed with the Springfield Township Police Department for five (5) years shall receive forty ($40.00) dollars for each of the past five (5) years of full service and forty ($40.00) dollars for each additional year thereafter.

Section 31.2: An Employee hired on or after January 1, 2013, who has been employed with the Springfield Township Police Department for ten (10) years shall receive forty ($40.00) dollars for each of the past ten (10) years of full service and forty ($40.00) dollars for each additional year thereafter.

ARTICLE 35
DRUG/ALCOHOL TESTING

Section 35.1: Drug/alcohol testing may be conducted on reasonable suspicion, which is an articulable belief that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner drawn from specific and particularized facts and reasonable inferences from those facts.

Reasonable suspicion that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Information provided by reliable and credible sources and independently corroborated;

E. Evidence that an Employee has tampered with a previous drug test;

F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 35.2: Employees may be subject to random testing through a computer-generated process of selecting individuals. The random test selection will be done by the testing laboratory, and may be performed up to four (4) times throughout the year and consist of a maximum of ten percent (10%) of the number of Employees.

Section 35.3: Drug/alcohol testing 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/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected Employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 35.4: All drug/alcohol screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with Section 34.5 below. All breath analysis testing shall be in accordance with Department of Transportation Standards. All positive results will automatically be confirmed utilizing the appropriate determination by the certified laboratory.

Section 35.5: The results of the testing shall be delivered to the Police Chief and the Employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results. A representative from the Union shall have a right of access to the results upon request to the Police Chief, with the Employee's consent. Refusal to submit to the testing provided for under this contract shall be grounds for disciplinary action up to and including termination.

Section 35.6: If the test is positive the Employee may, within 24 hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the Employee so long as the lab testing facility meets the criteria established in this article. The Employee must sign an authorization to release such findings prior to the sample being delivered to the lab. The Employee is responsible for all costs related to this testing.

Section 35.7: A list of three (3) testing laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 35.8: After two (2) positive test results are received as set forth above, the Employer may require the Employee to participate in any rehabilitation or detoxification program that is covered by the Employee's health insurance. Discipline resulting from the positive findings of confirmatory sample testing shall be deferred pending rehabilitation of the individual within a reasonable period. An Employee who

participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the Employee is no longer abusing a controlled substance or alcohol, the Employee shall be returned to his/her former position. Such Employee may be subject to periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any Employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits, should it be necessary for such Employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 35.9: If the Employee refuses to undergo rehabilitation or detoxification, or if he/she fails to complete a program of rehabilitation or detoxification, or if he/she tests positive during a retesting within one (1) year after his/her return to work from such a program, the Employee shall be subject to disciplinary action up to and including termination.

Section 35.10: Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the Employee shall be at the Employee's expense.

Section 35.11: The Employer may conduct four (4) tests of an Employee during the one (1) year period after the Employee has completed a rehabilitation or detoxification program and such tests need not be based upon "reasonable suspicion." However, drug/alcohol testing may be required of an Employee, at any time, based upon "reasonable suspicion."

Section 35.12: For the purpose of implementing the provisions of this Article, each Employee who undergoes drug testing shall execute a medical release in order for the Employer to obtain the results of the drug screening testing. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article 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.

Section 35.13: The provisions of this Agreement shall not require the Employer to offer a rehabilitation/detoxification program to any Employee more than once.

ARTICLE 36
PHYSICAL FITNESS TESTING

Section 36.1: If/when the Employer wants to implement a Physical Fitness Testing program, the Employer and the Employee shall meet to negotiate a plan. The Employer will provide ninety (90) days notice to the Employee prior to negotiating a Physical Fitness Program.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 17TH day of DECEMBER, 2012

FOR THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES

Tom Bryan
Trustee

Joseph Honerlaw
Trustee

Gwen McFarlin
Trustee

Michael T. Hinnenkamp
Administrator

David J. Heimpold
Chief of Police

APPROVED AS TO FORM:

Laura A. Abrams
Township Law Director

FOR THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL

Staff Representative
Mark A. Scranton

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member